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TEDOCS #: _____
CT #: _____
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MaineDOT Program: Bureau of Transportation Systems Planning



State of Maine
DEPARTMENT of TRANSPORTATION
COOPERATIVE AGREEMENT

Water Street (Route 201) Feasibility Study

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** by and through its **Department of Transportation** (hereinafter referred to as the "**Department**"), and the **City of Hallowell, Maine** (hereinafter the "**City**"), collectively referred to as the "**Parties**", pertaining to a **Water Street (Route 201) Feasibility Study**, (hereinafter referred to as "**Study**").

Whereas, the City requested that the Department reconstruct Water Street to address safety, parking and drainage issues; and,

Whereas, the goal of a collaborative effort among the Parties is to study and evaluate a range of cost-effective solutions to existing deficiencies along Water Street in Hallowell; and,

Whereas, the Department's interest is to protect and enhance the long-term reliability of Route 201 so that traffic can move safely and efficiently through Gardiner, Farmingdale, Hallowell and Augusta; and,

Whereas, the City's goal is to preserve and protect a vibrant and valuable downtown area by increasing safety for motorists and pedestrians, and preserving parking and access to commercial and residential properties along Water Street; and,

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

Whereas, to that end the Parties have heretofore allocated financial resources for a feasibility study to assess the condition and function of Water Street; and

Whereas, the Parties desire to enter into this Agreement setting forth the cost-sharing arrangements for this Study.

NOW, THEREFORE, in consideration of the foregoing, the Parties agree to the following:

- A. The Parties agree that the Scope of Work for the Study is contained in Attachment A;
- B. The Parties agree to work collaboratively on the Study to optimize the use of monetary resources. The roles and responsibilities of each party are defined in Attachment B: Roles and Responsibilities;
- C. The Parties agree to fund the Scope of Work for the Study as outlined in Attachment A. The cost of the Study is estimated at \$125,000 - 150,000, of which 80% will be provided by the Department and 20% will be provided by the City. See table below:

Work Element	Estimated Municipal Share		Estimated Department Share		Estimated Total Cost
	%	\$	%	\$	\$
Route 201 Feasibility Study	20	\$30,000	80	\$120,000	\$150,000

Payment Schedule: The City will submit payment to the Department within 30 days of the invoice date. The Payment Schedule shown below includes projected invoicing dates based on the estimated cost of the Project.

Entity Name	Payment Amount	Estimated Invoice Date
City of Hallowell	\$10,000	November 1 st , 2012
City of Hallowell	\$20,000 (estimated)	November 1 st , 2013

- D. The Study recommendations must be approved by the City and the Department before the Study is finalized. The preferred alternative design of the Study at a minimum must:
 - a. Achieve its intended purpose and need;
 - b. Promote safe and efficient travel based on future operating conditions; and,
 - c. Be financially feasible.
- E. The Parties agree that any transportation improvements recommended by this Study and approved by the Parties will be subject at a minimum to the cost-sharing requirements contained in the applicable MaineDOT - Local Cost-Sharing Policy.
- F. Either PARTY may propose revisions to Attachment A: Scope of Work during the study process subject to agreement by both Parties. However, the cost shares for any additional items added to Attachment A: Scope of Work after the date of this Agreement will be negotiated by the Parties before being added to the Scope of Work.
- G. This Agreement, including the Scope of Work, may only be modified or amended in writing by formal amendment signed by all Parties.

- H. By signing this Agreement, the City certifies that neither it nor its principals is 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, it shall attach an explanation to this Agreement. The City 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.
- I. 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 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.
- J. Notwithstanding any other provision of this agreement, if the State does not receive sufficient funds to fund this Agreement and other obligations of the State, if funds are deappropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to move forward with the Project.
- K. 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.*
- L. The Department may postpone, suspend, abandon or otherwise terminate this Agreement upon thirty (30) days written notice to the City and in no event shall any such action be deemed a breach of contract. Postponement, suspension, abandonment or termination may be taken for any reason by Department or specifically as the result of any failure by City to perform any of the services required under this Agreement to the satisfaction of Department. Upon termination of this Agreement, expended and unexpended funds shall be prorated to each party based on the agreed upon cost-sharing arrangement in this Agreement.

IN WITNESS WHEREOF, the undersigned, duly authorized, in their official and individual capacities, for themselves, their successors and assigns, hereby execute three (3) original copies of this Agreement and thereby bind their respective Parties and themselves to all covenants, terms, and obligations contained herein, effective on the date last signed by the Department.

CITY OF HALLOWELL

Signed By: _____ Date: _____
Michael L. Starn, City Manager

STATE OF MAINE, DEPARTMENT OF TRANSPORTATION

Signed By: _____ Date: _____
Herb Thomson, Director, BTSP

I certify that the signature above is true and accurate. I further certify that the signature, if electronic: (a) is intended to have the same force as a manual signature; (b) is unique to myself; (c) is capable of verification; and (d) is under the sole control of myself.

Attachment A: Scope of Work

OVERVIEW

This scope of work sets forth the Tasks to be accomplished for an Enhanced Scoping/ Feasibility Analysis approach to highway planning and preliminary design of Water Street (Route 201) in the City of Hallowell.

ESTIMATED COST = Approximately \$125,000 - \$150,000

SCOPE

The scope of work is expected to include the following elements:

Task 1: – Project Kick-Off (0-5% of Total Effort)

The Department's Project Manager will work under a collaborative planning process as follows:

- Interdisciplinary Project Teams
- Involvement of a Full Range of Stakeholders
- Early, Open, and Continuous Communication
- Education Regarding Funding Limitations and Applicable Laws and Regulations

Task 1.1 Internal Team meetings(s)

Initial team meetings will be structured as internal brainstorming sessions to refine the scope of work. At a minimum, the meetings should address:

- What is feasible and practical from the Department's perspective?
- What will be necessary to determine an adequate scope of work?

Task 1.2 Stakeholder Identification

The Department's Project Manager will work with the Hallowell City Manager to identify all relevant stakeholders including, but not limited to, abutting landowners, municipal officials, business owners and commuters reliant upon Route 201, local advocacy groups, and the general public.

Task 2: – Coordination and Collaboration (25-30% of Total Effort)

The project will include a least one public meeting, a number of coordination meetings, and approximately three City Council Meetings:

Task 2.1 Initial Public Meeting/Open House

The Department's Project Manager will coordinate with Hallowell officials to sponsor an initial public meeting and open house. Presentations by the Mayor/City Manager and Department's Project Manager should communicate:

- Hallowell's Request and Participation in this Process
- The Enhanced Project Scoping Process
- Applicable Federal and State Policies
- The current transportation funding constraints
- The Department's project selection process
- The project is not funded beyond the planning stage

- Range of any potential impacts associated with the project

Task 2.2 City Council Meetings

At various stages in the process, the Department's Project Manager and other staff will attend approximately three City Council Meetings.

Task 2.3 Public Hearing and Preparation

The Department's Project Manager and other staff will provide appropriate visual aides, handouts and other background documentation/information for all public meetings, hearings, council meetings, and coordination meetings.

Task 2.4 Coordination Meetings

The Department's Project Manager and other staff will organize and attend a series of coordination meetings including interagency, stakeholder and team meetings.

Task 3: – Existing Conditions Analysis (20-30% of Total Effort)

The Department's Project Manager will conduct a review of existing data and information related to the Study Area. The task involves collecting readily available background information, conducting sites visits and field investigations, and incorporating data and information from existing studies to analyze, describe, and evaluate existing conditions.

Task 3.1 – Study Area

The Department will prepare a map and written description of the study area.

Task 3.2 – Initial Site Investigation

The Department will conduct at least one project site visit. The site visit shall consist of gathering sufficient field information for developing an understanding of the physical, engineering, and environmental features of the site and will include site conditions recordation (i.e. pictures, etc.). Land use maps and aerial photography will be used for the site visit to inventory field conditions for inclusion in a site visit summary memorandum.

Task 3.3 – Roadway Characteristics

The Department will conduct an analysis of roadway characteristics data including but not limited to number of lanes, land use, lane and shoulder widths, turn lane storage length, horizontal and vertical geometry, sight distance, traffic control devices, pavement striping, signage, on-street parking, and speed limit.

Task 3.3.1 – Parking Evaluation

The evaluation will include a review and analysis of existing parking conditions, interviews with stakeholders concerned with parking in the Study Area, and recommendations for future parking strategies.

Task 3.4 – Safety Analysis

The Department will analyze the three most recent years of crash records to identify crash patterns.

Task 3.5 – Bicycle, pedestrian, and ADA Analysis

The Department will analyze the bicycle and pedestrian infrastructure and identify perceived

gaps in that infrastructure.

Task 3.6 – Identify Environmental Constraints

The Department will analyze and identify potential environmental constraints and issues to both the natural and human environment with an emphasis on historical and archeological resources. The final report shall identify avoidance, minimization, and mitigation measures to avoid potential adverse impacts to historical resources.

Task 3.6.1 – Permits

Identify any federal requirements associated with implementing the recommendations (i.e. NEPA, Army Corps, Clean Air Act Conformity Analysis, etc) and corresponding cost estimates.

Task 3.7 – Identify Utility Conflicts

The Department will identify all underground and overhead utilities in the project area. The discussion should include a preliminary assessment of whether any relocation will be required, and if any relocation will occur outside of the existing rights-of-way. For underground utilities, an assessment will be made of whether they will be impacted by construction of the proposed improvements.

Task 3.8 – Building Structural Analysis

The Department will perform a structural observation of the existing buildings along the study area.

Task 3.9 – Geotechnical analysis

The Department will complete a subsurface investigation in the area. Geotechnical laboratory testing will be performed for soil classification to provide engineering parameters for geotechnical design.

Task 3.10 – Constructability Analysis

The Department will review the study area for constructability and identify possible issues related to the maintenance of traffic (vehicular, pedestrian and bicycle) access to adjacent properties during construction.

Task 3.11 – Drainage Inspection

The Department will perform closed-circuit television (CCTV) camera inspection of the storm drain system.

Task 4: Public Involvement Plan (0-5% of Total Effort)

The Department will work with the City Manager to prepare a public involvement plan that will specify the public involvement techniques to be employed during this project. Considerations for inclusion in the public involvement plan include but are not limited to the following:

- Number/ Type of public meetings, advisory committee, etc.
- Website/ Newsletter
- Additional public outreach information

Task 5: Purpose and Need Identification (0-5% of Total Effort)

The Department will work with the City to prepare a Purpose and Need Statement in accordance with the requirements of the National Environmental Policy Act (NEPA) to document the transportation deficiencies and needs in the Study Area.

Task 6: Transportation Impacts and Simulations (0% of Total Effort)

The Task is not necessary for the current effort and was not included in the total. The Department will develop computerized traffic simulation models of existing conditions (AM Peak hour and PM Peak hour). The computerized traffic simulation models will be used to evaluate traffic operations impacts. The Synchro/SimTraffic software traffic modeling program will be used for this analysis. Future trips will be developed by applying a growth factor to develop design year volumes. Existing safety and transportation deficiencies as well as the impacts on traffic associated with growth and future year traffic will be assessed.

Task 7: Alternative Identification/Evaluation/ Cost Estimating (30-40% of Total Effort)

Through a process consistent with the Public Involvement Plan, the Department will develop and evaluate the feasibility and viability of a full range of practical alternatives based on a project's purpose and need.

Task 7.1 – Develop Typical Cross Sections

The Department will create a set of draft conceptual roadway cross-sections that illustrate the characteristics of the various alternatives. As appropriate, based on the design context, design elements will include: highway geometry; building materials; sidewalks, lighting; and others as appropriate to the corridor. The cross-sections will extend into the adjoining land uses in order to illustrate the relationship between the roadway design and its context.

The draft cross sections will be described in writing and illustrative graphic format suitable for public presentation and discussion. All products will also be provided in digital format that can be posted on the Department's Website.

Task 7.2 – Alternatives Screening Evaluation

The Department will work with the stakeholders to develop criteria based on the projects purpose and need to evaluate the various alternatives and, ultimately, to select a preferred alternative.

Task 7.3 – State-Local Agreement

If a viable solution is identified, any commitments from state agencies, local municipalities and other stakeholders will be documented in a state-local agreement. The agreement shall be developed using the Department-Local Match Policy.

Task 8: – Documentation (0-5% of Total Effort)

The Tasks discussed above will be combined into a draft narrative report documenting the project. At a minimum the report will include a narrative of the study process, a description of the various alternatives considered, documentation of the evaluation criteria, and illustrations of conceptual designs and cross sections for the preferred alternative. The final report will incorporate all applicable technical memorandums.

Attachment B: Roles and Responsibilities

Maine Department of Transportation

- Manage the Study
- Attend and participate in public stakeholder meetings, public informational meetings and City Council meetings, if necessary
- Ensure completion of all tasks in Attachment A: Scope of Work
- Document Study findings and recommendations
- Approve Study Recommendations before finalization of Study

City of Hallowell

- Lead and participate in public stakeholder meetings and public informational meetings as needed
- Provide meeting space at no cost to the Department
- Announce and advertise public meetings consistent with existing city process at no cost to the Department
- Provide data and information upon request
- Timely review of study products and provide a single comprehensive set of comments
- Provide data and information upon request
- Approve Study Recommendations before finalization of Study