

INFRASTRUCTURE COMMITTEE
Monday, November 09, 2015 at 5:30 p.m.
City Hall Council Chambers

Agenda

- 1. MDOT Agreement- Authorize Execution of Agreement for Griffin Road Mill & Fill Project, WIN #22516.02**
(Copy of Agreement, Council Order, Council Action Attached)

- 2. MDOT Agreement- Authorize Execution of Agreement for State Street (Route 2) Mill & Fill Project, WIN #22516.05**
(Copy of Agreement, Council Order, Council Action Attached)

Date: November 9, 2015

Item/Subject: **ORDER, Authorizing Execution of Agreement for Maine Department of Transportation Local Project – Griffin Road Mill & Fill, WIN 22516.02**

Responsible Department: **Engineering**

Commentary:

This order would authorize the City Manager to execute a Local Project Agreement with the Maine Department of Transportation for design and construction of a project on Griffin Road beginning at the intersection of Union Street and extending northerly approximately 0.46 miles to Ohio Street. Work will consist of a two inch mill and fill with ADA and drainage improvements.

The Maine Department of Transportation has approved state funds in an amount not to exceed \$460,000.00. Total State share of 50% to equal \$230,000.00, and a Municipality share of 50% to equal \$230,000.00. As part of that project, the City would need to enter into a local project agreement with the Maine Department of Transportation. This item will be discussed at a pre-council on November 9, 2015.

John M. Theriault, PTOE, PE
Department Head

Manager's Comments:

City Manager

Associated Information: Council Order, Agreement

Budget Approval:

Finance Director

Legal Approval:

City Solicitor

Introduced for

- Passage
- First Reading
- Referral



Assigned to Councilor Plourde

CITY OF BANGOR

(TITLE.) **Order, Authorizing Execution of Agreement for Maine Department of Transportation Local Project – Mill & Fill, WIN 22516.02**

(TITLE.) ORDER, Authorizing Execution of Agreement for Maine Department of Transportation Local Project – WIN #22516.02, Griffin Road Mill and Fill Project

ORDERED,

THAT: the City Manager is hereby authorized and directed to execute an agreement with the Maine Department of Transportation for the following:

An Agreement with the Maine Department of Transportation – Griffin Road Mill and Fill Project, WIN #22516.02

Copy of the agreement is attached.

<i>Internal Use Only</i>
TEDOCS #: _____
CT#: _____
CSN#: _____

**STATE OF MAINE DEPARTMENT OF TRANSPORTATION
MUNICIPAL PARTNERSHIP AGREEMENT**

WIN 22516.02

REGARDING

GRIFFIN ROAD MILL AND FILL PROJECT, BANGOR

This Cooperative Agreement (AGREEMENT) is entered into by and between the MAINE DEPARTMENT OF TRANSPORTATION (“MaineDOT”), an agency of state government with its principal administrative offices located on Child Street, Augusta, Maine, and the CITY OF BANGOR (“Bangor”), a municipality in the State of Maine with offices located at 73 HARLOW STREET, BANGOR, ME.

WHEREAS, Bangor shall oversee the design and construction of a project on Griffin Road beginning at the intersection of Union Street and extending northerly approximately 0.46 miles to Ohio Street. The work will consist of a 2 inch mill and fill with ADA and drainage improvements. Bangor estimates the total cost of this project to be \$460,000.00.

BANGOR SHALL:

- A. Shall procure and oversee a project on Griffin Road for the work outlined above.
- B. Perform such work in accordance with a design by an engineer licensed in the State of Maine. The Licensed Engineer shall provide a certification to the Municipality and to MaineDOT that, in his/her professional opinion, the Project as designed will provide a smooth ride, not reduce the safety, mobility or structural quality of the state [state aid] road. All design documents must be stamped and signed in accordance with this provision by the Professional Engineer.
- C. Agree to secure all necessary Federal, State and Local permits necessary to complete the work. Bangor also agrees to secure any needed property rights in accordance with all applicable State and Federal Laws.
- D. Agree that any exceptions to State Design Standards shall be documented as part of this process. This documentation shall compare the new design to the existing conditions for each of the exceptions to current design standards. Any such exceptions shall be displayed on the cover sheet for the Project plans with the signature and PE stamp of the engineer responsible for the design of the Project.
- E. Be responsible, within the Project limits, for the following:

- a. Ensuring that the safety of the corridor and the life of the resulting structural and design elements are equal to or better than existing conditions and design;
 - b. Ensuring that the structures, roadways and/or design features affected by the Project work shall, at a minimum, be of equal dimensions to the existing features or structures and shall be of improved quality in terms of materials and utility;
 - c. Ensuring that the Project does not introduce any unanticipated safety hazards to the traveling public;
 - d. Ensuring that the Project retains the same level of mobility or improves mobility of travel within the corridor; and,
 - e. Ensuring that the Project does not in any manner decrease the life expectancy of this component of Maine's transportation system.
 - f. Ensure the project meets the most recent Americans with Disabilities Act of 1990 (ADA) design requirements.
- F. Provide certification through their Engineer to MaineDOT that the project is complete and was constructed as designed.
- G. Commence construction within twelve (12) months and shall be certified complete within twenty four (24) months of execution of this agreement. Bangor may forfeit the unpaid balance of this grant if these deadlines are not met or they can not demonstrate earnest and good faith efforts to meet them.

MAINEDOT SHALL:

- A. Provide a maximum of \$230,000.00 in State funds supporting the project work stated above in initiative monies.** Reimbursement will be made by the Department at a minimum of 1/3 project completion upon receipt of supporting cost documentation from the Municipality. Payments will be made per Appendix A, attached. The Department's Region Engineer shall review the costs and certify their eligibility prior to reimbursement to the Municipality. Payment by MaineDOT Municipal Partnership Initiative funds shall not exceed 50% of the actual costs incurred and paid by the Municipality or **\$230,000.00**.

The City of Bangor and MaineDOT agree to function within all applicable laws, statutes, regulations, and AGREEMENT provisions; avoid hindering each other's performance; fulfill all obligations diligently; and cooperate in achievement of the intent of this AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT in duplicate effective on the day and date last signed.

CITY OF BANGOR

Dated: _____

By: _____
Catherine Conlow
City Manager

**STATE OF MAINE
DEPARTMENT OF TRANSPORTATION**

Dated: _____

By: _____
David Bernhardt, PE
Commissioner

APPENDIX A
PROJECT SCOPE AND COST SHARING
MAINE DEPARTMENT OF TRANSPORTATION

Municipal Partnership Initiative Project

MUNICIPALITY OF Bangor

PROPOSED IMPROVEMENTS TO: Griffin Road

STATE PROJECT IDENTIFICATION NUMBER (WIN) 22516.02

Project Scope: 2 inch mill and fill with drainage and ADA improvements

Funding Outline: The Total Project Estimated Cost is \$460,000.00, and the Parties agree to share costs through all stages of the Project under the terms outlined below.

Work Element	Municipal Share		State Share		Total Cost
	%	\$	%	\$	\$
Project Costs	50	230,000.00	50	230,000.00	460,000.00
PROJECT SHARES		230,000.00		230,000.00	460,000.00
Total Cost of Additional Work above agreement estimate	100%				
TOTAL ESTIMATED MUNICIPAL REIMBURSEMENT		230,000.00			

REIMBURSEMENT SCHEDULE:

Upon 1/3 project completion the municipality may begin invoicing the Department. Preferred invoicing interval is 1/3, 2/3, final, the Department will accept monthly invoices after 1/3 project completion with a maximum invoice submittal not to exceed 5 invoices.

DESIGN EXCEPTIONS REQUIRED: YES NO

Design exceptions where required for this project. Please see attached approval from MaineDOT Chief Engineer outlining design exceptions.

Date: November 9, 2015

Item/Subject: ORDER, Authorizing Execution of Agreement for Maine Department of Transportation Local Project – State Street (Route 2) Mill & Fill, WIN 22516.05

Responsible Department: Engineering

Commentary:

This order would authorize the City Manager to execute a Local Project Agreement with the Maine Department of Transportation for design and construction of a project on State Street (Route 2) beginning at the intersection of Young Street and extending northeasterly approximately 0.73 miles to the Bangor/Veazie town line. The work will consist of 2 inch mill & fill with drainage improvements.

The Maine Department of Transportation has approved state funds in an amount not to exceed \$540,000.00. Total State share of 50% to equal \$270,000.00, and a Municipality share of 50% to equal \$270,000.00. As part of that project, the City would need to enter into a local project agreement with the Maine Department of Transportation.

John M. Theriault, PTOE, PE
Department Head

Manager's Comments:

City Manager

Associated Information: Council Order, Agreement

Budget Approval:

Finance Director

Legal Approval:

City Solicitor

Introduced for

- Passage
- First Reading
- Referral

Assigned to Councilor Faircloth



CITY OF BANGOR

(TITLE.) **Order, Authorizing Execution of Agreement for Maine Department of Transportation Local Project – State Street (Route 2) Mill & Fill, WIN 22516.05**

(TITLE.) ORDER, Authorizing Execution of Agreement for Maine Department of Transportation Local Project – WIN #22516.05, State Street (Route 2) Mill and Fill Project

ORDERED,

THAT: the City Manager is hereby authorized and directed to execute an agreement with the Maine Department of Transportation for the following:

An Agreement with the Maine Department of Transportation – State Street (Route 2) Mill and Fill Project, WIN #22516.05

Copy of the agreement is attached.

<i>Internal Use Only</i>
TEDOCS #: _____
CT#: _____
CSN#: _____

**STATE OF MAINE DEPARTMENT OF TRANSPORTATION
MUNICIPAL PARTNERSHIP AGREEMENT**

WIN 22516.05

REGARDING

STATE STREET (ROUTE 2) MILL AND FILL PROJECT, BANGOR

This Cooperative Agreement (AGREEMENT) is entered into by and between the MAINE DEPARTMENT OF TRANSPORTATION (“MaineDOT”), an agency of state government with its principal administrative offices located on Child Street, Augusta, Maine, and the CITY OF BANGOR (“Bangor”), a municipality in the State of Maine with offices located at 73 HARLOW STREET, BANGOR, ME.

WHEREAS, Bangor shall oversee the design and construction of a project on State Street (Route 2) beginning at the intersection of Young Street and extending northeasterly approximately 0.73 miles to the Bangor/Veazie town line. The work will consist of a 2 inch mill and fill with drainage improvements. Bangor estimates the total cost of this project to be \$540,000.00.

BANGOR SHALL:

- A. Shall procure and oversee a project on State Street for the work outlined above.
- B. Perform such work in accordance with a design by an engineer licensed in the State of Maine. The Licensed Engineer shall provide a certification to the Municipality and to MaineDOT that, in his/her professional opinion, the Project as designed will provide a smooth ride, not reduce the safety, mobility or structural quality of the state [state aid] road. All design documents must be stamped and signed in accordance with this provision by the Professional Engineer.
- C. Agree to secure all necessary Federal, State and Local permits necessary to complete the work. Bangor also agrees to secure any needed property rights in accordance with all applicable State and Federal Laws.
- D. Agree that any exceptions to State Design Standards shall be documented as part of this process. This documentation shall compare the new design to the existing conditions for each of the exceptions to current design standards. Any such exceptions shall be displayed on the cover sheet for the Project plans with the signature and PE stamp of the engineer responsible for the design of the Project.
- E. Be responsible, within the Project limits, for the following:

- a. Ensuring that the safety of the corridor and the life of the resulting structural and design elements are equal to or better than existing conditions and design;
 - b. Ensuring that the structures, roadways and/or design features affected by the Project work shall, at a minimum, be of equal dimensions to the existing features or structures and shall be of improved quality in terms of materials and utility;
 - c. Ensuring that the Project does not introduce any unanticipated safety hazards to the traveling public;
 - d. Ensuring that the Project retains the same level of mobility or improves mobility of travel within the corridor; and,
 - e. Ensuring that the Project does not in any manner decrease the life expectancy of this component of Maine's transportation system.
 - f. Ensure the project meets the most recent Americans with Disabilities Act of 1990 (ADA) design requirements.
- F. Provide certification through their Engineer to MaineDOT that the project is complete and was constructed as designed.
- G. Commence construction within twelve (12) months and shall be certified complete within twenty four (24) months of execution of this agreement. Bangor may forfeit the unpaid balance of this grant if these deadlines are not met or they can not demonstrate earnest and good faith efforts to meet them.

MAINEDOT SHALL:

- A. **Provide a maximum of \$270,000.00 in State funds supporting the project work stated above in initiative monies.** Reimbursement will be made by the Department at a minimum of 1/3 project completion upon receipt of supporting cost documentation from the Municipality. Payments will be made per Appendix A, attached. The Department's Region Engineer shall review the costs and certify their eligibility prior to reimbursement to the Municipality. Payment by MaineDOT Municipal Partnership Initiative funds shall not exceed 50% of the actual costs incurred and paid by the Municipality or **\$270,000.00**.

The City of Bangor and MaineDOT agree to function within all applicable laws, statutes, regulations, and AGREEMENT provisions; avoid hindering each other's performance; fulfill all obligations diligently; and cooperate in achievement of the intent of this AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT in duplicate effective on the day and date last signed.

CITY OF BANGOR

Dated: _____

By: _____

Catherine Conlow
City Manager

**STATE OF MAINE
DEPARTMENT OF TRANSPORTATION**

Dated: _____

By: _____

David Bernhardt, PE
Commissioner

APPENDIX A
PROJECT SCOPE AND COST SHARING
MAINE DEPARTMENT OF TRANSPORTATION

Municipal Partnership Initiative Project

MUNICIPALITY OF Bangor

PROPOSED IMPROVEMENTS TO: State Street (Route 2)

STATE PROJECT IDENTIFICATION NUMBER (WIN) 22516.05

Project Scope: 2 inch mill and fill with drainage improvements

Funding Outline: The Total Project Estimated Cost is \$540,000.00, and the Parties agree to share costs through all stages of the Project under the terms outlined below.

Work Element	Municipal Share		State Share		Total Cost
	%	\$	%	\$	\$
Project Costs	50	270,000.00	50	270,000.00	540,000.00
PROJECT SHARES		270,000.00		270,000.00	540,000.00
Total Cost of Additional Work above agreement estimate	100%				
TOTAL ESTIMATED MUNICIPAL REIMBURSEMENT		270,000.00			

REIMBURSEMENT SCHEDULE:

Upon 1/3 project completion the municipality may begin invoicing the Department. Preferred invoicing interval is 1/3, 2/3, final, the Department will accept monthly invoices after 1/3 project completion with a maximum invoice submittal not to exceed 5 invoices.

DESIGN EXCEPTIONS REQUIRED: YES NO

Design exceptions where required for this project. Please see attached approval from MaineDOT Chief Engineer outlining design exceptions.