

**COUNCIL ACTION**

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**Item No.** \_\_\_\_\_

**Date:** December 8, 2014

**Item/Subject:** ORDER, Authorizing Execution of Cooperative Agreement for Maine Department of Transportation Project – The Bangor Exit 186 Intersection Study, Federal Project No. 1010M55E, State Project No. 018597.00

**Responsible Department:** Engineering

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**Commentary:** This order would authorize the City Manager to execute a Cooperative Agreement with the Maine Department of Transportation for analyzing the feasibility of lifting the prohibition of left turns from I-95 Exit 186 onto Stillwater Avenue and developing recommendations for the intersection of Exit 186 and Stillwater Avenue. The State has outlined the following proposed project schedule tasks:

1. Kickoff, December 2014
2. Review Available Data, December 2014
3. Initial Public Input, January 2015
4. Assessment-Current & Future, January 2015
5. Development & Recommendations, February – March 2015
6. Public Feedback, April 2015
7. Interagency Meeting Presentation, May 2015
8. Final Report, June 2015

The Maine Department of Transportation has approved federal and state funds in an amount not to exceed \$15,000.00, which includes a Federal share of \$6,000.00 or 40% of costs, State share of \$1,500.00 or 10% of costs, and a City share of funding of \$7,500.00 or 50% of costs. As part of that project, the City would need to enter into a Cooperative Agreement with the Maine Department of Transportation which have been reviewed and recommended for approval by the Infrastructure Committee at its November 25, 2014 meeting.

\_\_\_\_\_  
John Theriault, P.E.  
Department Head

**Manager's Comments:**

\_\_\_\_\_  
City Manager

**Associated Information:** Councilor Order and Agreement

**Budget Approval:**

\_\_\_\_\_  
Finance Director

**Legal Approval:**

\_\_\_\_\_  
City Solicitor

**Introduced for**  
 Passage CONSENT  
 First Reading  
 Referral

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DECEMBER 8, 2014



Assigned to Councilor

## CITY OF BANGOR

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(TITLE.) ORDER, Authorizing the Execution of Cooperative Agreement for Maine Department of Transportation Project – The Bangor Exit 186 Intersection Study, Federal Project No. 1010M55E, State Project No. 018597.00

ORDERED,

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

A Cooperative Agreement with the Maine Department of Transportation – The Bangor Exit 186 Intersection Study, Federal Project No. 1010M55E, State Project No. 018597.00.

Copy of the agreement is attached.



<i>Internal use only</i>	
TEDOCS #:	_____
CTM #:	_____
CSN #:	_____
PROGRAM:	<i>Bureau of Planning</i>

**STATE OF MAINE DEPARTMENT OF TRANSPORTATION**  
**COOPERATIVE AGREEMENT**

REGARDING

**THE BANGOR EXIT 186 INTERSECTION STUDY**

**Federal Project No. 1010M55E, State Project No. 018597.00**

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 ("City")**, a Municipal agency with its principal administrative offices located at 73 Harlow Street, Bangor, ME 04401, hereafter the "Parties".

**WHEREAS**, the Project consists of analyzing the feasibility of lifting the prohibition of left turns from I-95 Exit 186 onto Stillwater Avenue and developing recommendations for the intersection of Exit 186 and Stillwater Avenue ("Project").

**WHEREAS**, The City and the MaineDOT share a mutual interest in this Project.

**WHEREAS**, MaineDOT will perform the traffic analysis in support of the Project between the execution date of this AGREEMENT and August 30, 2015 at which time this AGREEMENT will expire.

**WHEREAS**, MaineDOT estimates the total Project cost at \$15,000.00.

**WHEREAS**, as administrator of this Agreement, MaineDOT agrees to pay all Project costs subject to cost sharing by the City as specified below.

Work Element	City Share	Federal & State Project Shares		Total Cost
		Federal Portion	MaineDOT (State) Portion	
Bangor Exit 186 Intersection Study	\$7,500.00	\$6,000.00	\$1,500.00	\$15,000.00

**Payment Schedule:**

Entity Name	Estimated Payment Amount	Estimated Invoice Date
City of Bangor	\$3,750.00	December 15, 2014
City of Bangor	\$3,750.00	July 15, 2015

**NOW THEREFORE**, the Parties hereby agree as follows: (The following information provides the scope of work for the services that MaineDOT will perform under this AGREEMENT.)

It is the intent of the Parties that the City shall pay no more than one-half of the cost of the Project to a maximum of \$7,500.00, unless the Parties agree to a modification of the Agreement to increase the Scope of Work. In the event that the Project costs less than \$15,000.00 any amount paid by the City in excess of one-half the actual cost of the Project shall be refunded to the City within thirty (30) days of the completion of the Project. In the event that this Agreement is terminated as provided for herein, any amount paid by the City in excess of one-half of the amount due for the Project to the date of termination shall be refunded to the City within thirty (30) days.

**THE CITY SHALL:**

- A. Provide information and services for the Project as assigned to the City in Attachment A (Scope of Work and Schedule).
- B. Provide a maximum of \$7,500.00 in City funds. At the time of contract execution the City will be invoiced for half of its share in the amount of \$3,750.00 and at the end of the Study be invoiced for the balance due not to exceed \$3,750.00.

**MAINEDOT SHALL:**

- A. Provide information and services for the Project as assigned to MaineDOT in Attachment A (Scope of Work and Schedule)
- B. Provide a maximum of \$7,500.00 in federal and state funds, contingent on the federal eligibility of Project costs, in support of the scope of work stated above.

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, it shall attach an explanation to this AGREEMENT. The City shall promptly notify MaineDOT 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.

MaineDOT 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 MaineDOT 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. MaineDOT 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 MaineDOT, its representatives, or the State Controller.

Notwithstanding any other provision of this agreement, if MaineDOT does not receive sufficient funds to fund this Agreement and other obligations of MaineDOT, if funds are de-appropriated, or if MaineDOT does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then MaineDOT is not obligated to move forward with the Project.

To the extent permitted by law, the City shall indemnify and hold harmless MaineDOT, 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.

MaineDOT 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 MaineDOT or specifically as the result of any failure by the City to perform any of the services required under this AGREEMENT to the satisfaction of MaineDOT.

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

**CITY OF BANGOR**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Catherine Conlow, City Manager

**STATE OF MAINE  
DEPARTMENT OF TRANSPORTATION**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Edward W. Hanscom, Contract Administrator

*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.*

## APPENDIX A

### Scope of Work

The following summarizes the proposed scope of work to review lifting the prohibition of a left-turn lane from the I-95 Exit 186 Off-Ramp to Stillwater Avenue in Bangor. Prior to initiating a Feasibility Study, MaineDOT and the City will enter into a Cooperative Agreement outlining roles; responsibilities including cost sharing for the study and any future build alternatives.

#### **Task 1 – Project Kick-Off**

The MaineDOT Project Manager will work under a collaborative planning process as follows:

- Identify MaineDOT, City, and BACTS Project team members.
- Work with the City to identify local stakeholders.
- Finalize the scope of work.
- Develop Purpose and Need

#### **Task 2 – Review Available Data**

The designated Project team members will review the available information on the Exit 186 Stillwater Avenue interchange and nearby intersections.

- Review any existing studies of the Project area. Known studies include a 2004 study of Stillwater Avenue by Gorrill-Palmer and the 2011 Bangor I-95 Corridor Study by MaineDOT.
- Available transportation information will include, but not be limited to volume counts, vehicle classification counts, turning movement counts, roadway inventory data, and available right of way information.
- Data Collection: For the purposes of this study, MaineDOT collected June 2014 turning movement counts at the following locations:
  - Bangor Mall (south)
  - Exit 186
  - Drew Lane
  - Howard Street

These counts may be supplemented by counts collected by BACTS at locations along Stillwater Avenue southeast of the Howard Street intersection.

#### **Task 3 – Initial Public Input**

The Project team members will attend up to two locally-sponsored public meetings and up to one standing or special Bangor City Council Meeting. The goal of the initial public meetings is to inform the general public and interested stakeholders of the study and to receive input and any concerns regarding the proposed removal of the left-turn lane prohibition. For initial public input, the following are assumed:

- The City will advertise the meeting(s) in local publications as well as on its website.
- The City will open the public meeting(s) including a brief history of Exit 186 and reasons for conducting a City-initiated study.
- MaineDOT staff will present a PowerPoint presentation of the study scope of work, schedule for completion, and existing conditions. Display maps of the Project area will be presented during the public meetings.
- The meeting venues and times will be determined jointly by the MaineDOT and the City.

#### **Task 4 – Assessment of Current Conditions and Future Scenarios**

MaineDOT will evaluate the existing transportation performance of the Exit 186 intersection with Stillwater Avenue, nearby intersections, and Stillwater Avenue as a corridor. The existing conditions will serve as a baseline for comparison to the proposed alternatives for both existing and future conditions as well as no-build future conditions. The assessment will include:

- Analysis of current traffic conditions of the intersection and surrounding area. The analysis will include capacity, crash experience and lane usage.
- Analysis of future traffic no-build conditions of the intersection and surrounding area. The analysis will include future traffic growth and potential development and land-use changes of the surrounding area.
- Analysis of proposed alternatives under existing conditions. The analysis will include predicted change in mobility and crash rates.
- Analysis of proposed alternatives under future conditions. The analysis will include predicted change in mobility and crash rates.

All analyses will be done in accordance with the 2010 Highway Capacity Manual. Alternatives to be analyzed include, but are not limited to: a no-build scenario, restriping of the existing intersection, reconstruction of all or part of the existing intersection, and other modifications to the Stillwater Avenue corridor. All scenarios will be modeled using Synchro/SimTraffic. MaineDOT will seek input from the City and BACTS team members on study area traffic forecasts and alternatives to be analyzed.

#### **Task 5 – Development of Recommendations**

Based on the analysis of alternatives determined in Task 4, MaineDOT will develop recommendations based on effectiveness of meeting the intersection and corridor transportation needs.

- Develop recommendations based on effectiveness. Measurements for effectiveness will include benefits to mobility and safety, cost of implementation, and ability to meet the purpose and need of the Exit 186 intersection and the Stillwater Avenue corridor.
- Develop cost estimates for recommendations (including construction and potential right-of-way costs).
- Develop both a short-term and long-term schedule for potential transportation improvements.
- Develop a draft report containing the analysis of existing and future conditions, alternatives analysis, and recommendations, along with an appendix of traffic and crash data, for distribution to the City and BACTS team members for review.

#### **Task 6 – Public Feedback**

MaineDOT and the City will meet to review the findings of the draft report and will jointly hold a meeting for the general public to review the findings of the analyses and offer feedback.

- Advertising for the meeting with the general public will appear in the local newspapers as well as on the City and MaineDOT websites.
- For both meetings, a PowerPoint presentation of the analysis findings and recommendations will be made. Display maps of the recommendations will be presented during the public meetings.
- The meeting venues and times will be determined jointly by the MaineDOT and the City.

#### **Task 7 – Agency Input**

MaineDOT will present the study and its findings at an Interagency Meeting for informational purposes and agency comment.

### **Task 8 – Final Report**

MaineDOT will prepare a Study Report describing the existing and future baseline conditions, analysis of alternatives and the transportation improvement recommendations. The report will be made available in electronic format on the MaineDOT website.

## **Proposed Project Schedule**

The proposed schedule of Project tasks follows the timeline below.

- Task 1 (Kickoff) December
- Task 2 (Review Available Data) December
- Task 3 (Initial Public Input) January
- Task 4 (Assessment – Current and Future) January-February
- Task 5 (Development of Recommendations) February-March
- Task 6 (Public Feedback) April
- Task 7 (Interagency Meeting Presentation) May
- Task 8 (Final Report) June