

INFRASTRUCTURE COMMITTEE
Tuesday, May 24, 2016 at 5:15 p.m.
City Hall Council Chambers

Agenda

- 1. MDOT Agreement: WIN #021663.00 - Broadway, Earl Street, and I-95 Ramp Safety Improvements Project (Material Attached)**

- 2. MDOT Agreement: WIN #21926.03, Summer Street, Independent Street, & Washington Street Mill & Fill Project (Materials Attached)**

- 3. MDOT Agreement: WIN #21926.04 – Outer Hammond Street Pavement Preservation Project (Materials Attached)**

- 4. Discussion: Signage Request on Broadway, Under I-95 Bridge for Left Turn I-95 Southbound (Materials Attached)**

Item No. _____

Date: June 13, 2016

Item/Subject: ORDER, Authorizing Execution of Agreement for Maine Department of Transportation Local Project – Broadway, Earl Street, and I-95 Ramp Safety Improvements Project, WIN 021663.00

Responsible Department: Engineering

Commentary:

This order would authorize the City Manager to execute a Local Project Agreement with the Maine Department of Transportation for safety improvements at the intersection of Broadway, Earl Street, and the I-95 northbound on-ramp.

The Maine Department of Transportation has approved funds in an amount not to exceed \$100,000.00. The total State/Federal share of 100%. As a condition of this funding, the City is required to enter into a Local Project Agreement with the Maine Department of Transportation. This item was reviewed and recommended for approval at the Infrastructure Committee meeting on May 24, 2016.

John M. Theriault, City Engineer
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

JUNE 13, 2016

Assigned to Councilor



CITY OF BANGOR

(TITLE.) **Order, Authorizing Execution of Agreement for Maine Department of Transportation Local Project – Broadway, Earl Street, and I-95 Ramp Safety Improvement Project, WIN 021663.00**

(TITLE.) ORDER, Authorizing Execution of Agreement for Maine Department of Transportation Local Project – WIN #021663.00, Broadway, Earl Street, and I-95 Ramp Safety Improvement 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 – Broadway, Earl Street, and I-95 Ramp Safety Improvement Project, WIN #021663.00

Copy of the agreement is attached.



<i>MaineDOT use only</i>
AMS ID: _____
CSN: _____
TEDOCS #: _____
PROGRAM: <u>Multimodal (OUC 57000)</u>

**MAINE DEPARTMENT OF TRANSPORTATION
Locally Administered Project Agreement**

With the
City of Bangor
Regarding

Safety Improvements at Broadway, Earl Street and I-95 Ramp: WIN 21663.00

Total Agreement Amount: <u>\$100,000</u>	Federal Project #: <u>HSIP-2166(300)</u>
Federal Share: <u>\$90,000</u>	Federal Authorization Date: <u>04/13/16</u>
State Share: <u>\$10,000</u>	Sub-recipient's Vendor ID: <u>VC1000007010</u>
Effective Date: _____	Sub-recipient's DUNS® Number: <u>07-173-9692</u>
Expiration Date: _____	CFDA #20.205: <u>Highway Planning & Construction</u>

This subaward agreement for a federal-aid project is between the Maine Department of Transportation, an agency of the State of Maine with headquarters at 24 Child Street in Augusta, Maine (“**MaineDOT**”), and the City of Bangor, a body corporate and politic with its primary offices at 63 Harlow Street in Bangor, Maine (“the **City**.”)

This Agreement contains the following attachments:

1. Federal Funding Accountability and Transparency Act (signature required);
2. Federal Title VI Assurances (signature required).

WHEREAS, **MaineDOT** chose the work described in Article 1A for federal assistance through the Highway Safety Improvement Program and for inclusion in its 2016-2018 Work Plan; and

WHEREAS, the **City** shall deliver the work in Article 1A as a locally administered project, subject to **MaineDOT** oversight to ensure that all federal requirements are met.

NOW, in consideration of the previous statements, **MaineDOT** and the **City** (“the **Parties**”) agree to the following terms and conditions:

ARTICLE 1 – PROJECT OVERVIEW

1A. SCOPE OF WORK. This Agreement will apply to preliminary engineering and right-of-way work for safety improvements at the intersection of Broadway, Earl Street and the I-95 northbound on-ramp (“the **Project**.”) Any substantial change shall require **MaineDOT**’s written approval to be eligible for financial assistance from **MaineDOT**.

1B. FUNDING. **MaineDOT** programmed a total of one hundred thousand dollars (**\$100,000**) for the **Project** to be shared at the rates in Article 3, “Financial Provisions.” **Project** costs eligible for financial assistance from **MaineDOT** shall not exceed this amount without **MaineDOT**’s written approval, through an executed modification to this Agreement.

1C. ROLE OF CITY. The **City** shall assign a full-time employee with certification from **MaineDOT** to manage the **Project** and carry out the **City**'s responsibilities. This Local Project Administrator shall follow the guidance in the latest edition of **MaineDOT**'s Local Project Administration Manual. If the certified administrator leaves the **City** or ceases to oversee the **Project**, the **City** shall stop work and notify the **MaineDOT** Project Manager. **MaineDOT** will evaluate the situation and determine a course of action.

- The **City** has assigned the following person to serve as Local Project Administrator:
Ted Trembley, Project Engineer
Phone: (207) 992-4251
Email: ted.trembley@bangormaine.gov

1D. ROLE OF MAINEDOT. **MaineDOT** will assign a Project Manager to the **Project** to carry out the State of Maine's responsibilities. This person or a designee will have the authority to request design changes; accept or reject invoices; review construction activities to ensure compliance with contract documents; and take all other action necessary to ensure the proper performance of this Agreement.

- MaineDOT** has assigned the following person to serve as Project Manager:
Catherine Rand, Project Manager I
Phone: (207) 634-3451 / (207) 557-1662
Email: Catherine.Rand@maine.gov

ARTICLE 2 – PROJECT DEVELOPMENT

2A. AUTHORIZATION. The **City** shall receive notice to proceed from **MaineDOT** before starting reimbursable work or executing any service contract under this Agreement. This notice shall be contingent upon **MaineDOT**: a.) receiving authorization for federal financial participation in the **Project**; and b.) executing this Agreement.

2B. KICKOFF. The **City** shall hold a project kickoff with **MaineDOT** to go over the scope of work, estimated cost, schedule, and legal requirements before any work begins.

2C. PROGRESS REPORTS. The **City** shall provide **MaineDOT** with regular progress reports for the **Project** at intervals established by **MaineDOT**'s Project Manager.

2D. CONSULTANT SERVICES. The **City** may contract for consultant services to assist with development and delivery of the **Project**. In doing so, the **City** shall:

1. Select a consultant based upon qualifications to do the work and not the lowest price, in accordance with regulation 23 CFR, Section 172, "Procurement, Management, and Administration of Engineering and Design Related Services." *Using lowest price as a hiring factor will make the design stage of the **Project** ineligible for federal funding.*
2. Obtain the **MaineDOT** Project Manager's written approval before awarding a contract.
3. Incorporate "Consultant General Conditions for Local Public Agencies" into contracts.
4. Obtain **MaineDOT**'s written approval before modifying a contract. ***MaineDOT** shall not reimburse the **City** for work performed under a modification executed without prior approval or work performed before the effective date of a modification.*

- 2E. DESIGN WORK. Design plans, specifications, estimates and contract documents for the **Project** shall be developed in accordance with applicable sections of **MaineDOT's** Engineering Instructions, Highway Design Guide, Standard Specifications, and Standard Details, as follows:
1. The **City** shall submit a preliminary design report and the final plans, specifications and estimate (PS&E) package to **MaineDOT** for review and comment.
 2. The **City** shall address, to **MaineDOT's** satisfaction, changes requested or concerns expressed before **MaineDOT** will authorize the **City** to advertise for construction bids. Advertising for bids or proceeding to the construction stage without **MaineDOT's** written authorization shall render the **Project** ineligible for federal funding.
 3. The Engineer of Record for the **Project** shall be responsible for the quality of all design plans, specifications and estimates. **MaineDOT's** acceptance of the PS&E package shall not relieve the Engineer of Record, whether a **City** employee or consultant, of responsibility for the quality of the engineering documents for the **Project**.
- 2F. PUBLIC PARTICIPATION. The **City** shall provide the public and all abutters with opportunity to learn about the **Project** and express concerns, using a public process that is appropriate for the scope of work and acceptable to the MaineDOT Project Manager. A public process certification (Communication 10) shall be part of the final PS&E package.
- 2G. ENVIRONMENTAL PROCESS. The **City** shall prepare and submit to **MaineDOT** all required environmental documents, including but not limited to Communication 11 and the National Environmental Policy Act (NEPA) checklist. **MaineDOT** will prepare and submit to the Federal Highway Administration all documentation required under NEPA.
- 2H. PERMITS. The **City** shall obtain all approvals, permits and licenses for the **Project**. Copies of all such documents and an environmental certification (Communication 12) shall be submitted to **MaineDOT** with the final PS&E package.
- 2I. UTILITIES. The **City** shall coordinate the **Project** with all utilities and any railroad that may be affected by the **Project**. The **City** shall submit a utility certification (Communication 13) to **MaineDOT** with the final PS&E package, in accordance with federal regulation 23 CFR, Section 635.609, "Authorization." MaineDOT's Utility Accommodation Rules (2014) shall apply to all required utility relocations.
- 2J. RIGHT OF WAY. If right-of-way will need to be acquired for the **Project**, **MaineDOT** will carry out the right-of-way process. **MaineDOT's** Chief Property Officer must approve any alternative procedure in writing. If applicable, the **City** shall dedicate to the **Project** any municipal land required for the **Project**.
- 2K. FORCE ACCOUNT. If the **City** intends to build the **Project** with municipal labor or to furnish materials for the **Project**, the **City** shall obtain **MaineDOT's** written authorization for a "force account" process before proceeding. If so authorized, the **City** shall comply with federal regulation 23 CFR, sections 635.201 to 635.205: "Force account construction."

ARTICLE 3 – FINANCIAL PROVISIONS

- 3A. MAINEDOT SHARE. **MaineDOT**, with funding from the U.S. Department of Transportation and the State of Maine, will participate financially in the **Project** at the rate of one hundred percent (**100%**) of costs eligible for federal and state assistance, up to a maximum contribution of one hundred thousand dollars (**\$100,000.**)
- 3B. LOCAL SHARE. The **City** shall be responsible in full for all expenditures:
1. Incurred before the date of notice to proceed, as set forth in Article 2A, “Authorization”;
 2. Deemed ineligible for federal financial participation; and
 3. Exceeding the upset limit of this Agreement, as set forth in Article 1B, “Funding.”
- 3C. MAINEDOT COSTS. Costs that **MaineDOT** incurs for work on the **Project** shall be paid for out of the **Project**.
- 3D. REIMBURSEMENT. **MaineDOT** will reimburse the **City** for federally eligible costs incurred on the **Project** at the rate in Article 3A, “MaineDOT Share.” The **City** shall bill **MaineDOT** no more than monthly but no less than quarterly, subject to these conditions:
1. The **City** shall submit Invoices on letterhead in the format of Communication 4.
 2. **MaineDOT** will make no payment unless the **City** has incurred a cost and submitted to MaineDOT the receipted invoice and proof of payment, including a breakdown of the charges incurred in sufficient detail to satisfy the MaineDOT Project Manager.
 3. Each invoice must include a progress report in accordance with Article 2C.
 4. Each invoice must show **MaineDOT**’s and the **City**’s shares of **Project** costs, including a running total of all costs incurred to date.
 5. The **City** must certify that amounts claimed are correct and not claimed previously.
 6. Payment of the final invoice shall be contingent upon a final inspection of the completed **Project** to determine the acceptability of the work.
- 3E. REPAYMENT. If the **City** withdraws from the **Project** without MaineDOT’s concurrence, leading to termination of this Agreement for cause under Article 4, “Termination,” the **City** shall refund all payments from **MaineDOT** toward the **Project** and reimburse **MaineDOT** fully for costs incurred for work in the **Project**.
- 3F. SET-OFF. **MaineDOT** may exercise all of its rights of set-off to recover payment to the **City** for work subsequently deemed ineligible for federal-aid funding. These rights will include, but will not be limited to, **MaineDOT**’s option to withhold money owed to the **City** under this Agreement and any other agreement with **MaineDOT** or any other agency of the State of Maine, including any contract starting before the effective date of this Agreement.
- 3G. NON-APPROPRIATION. **MaineDOT**’s financial obligations set forth in this Agreement are subject to budgetary appropriations. If **MaineDOT** receives insufficient resources to support this **Project**, if funds are de-appropriated, or if **MaineDOT** does not receive the legal authority to spend money programmed for this **Project**, **MaineDOT** shall be released from its obligation to make payment under this Agreement.

ARTICLE 4 – TERMINATION

- 4A. FOR CAUSE. **MaineDOT** will have just cause to terminate this Agreement in the event of default by the **City**, as defined in Article 4B below. **MaineDOT** will afford the **City** a cure period of fourteen (14) calendar days, effective on the **City's** receipt of Notice of Default. If the **City** fails to address all defaults within this cure period, **MaineDOT** may terminate this Agreement for cause, with these conditions:
1. The **City** and all contracted parties shall stop work on the **Project** immediately – except for work required to protect public health and safety – and shall abide by the terms of Article 5 below regarding the treatment of records for the terminated **Project**.
 2. If termination is the result of the **City's** failure to correct any occurrence of default, **MaineDOT** shall recover from the **City** reimbursements made and **Project** costs incurred in accordance with Article 3E, “Repayment.”
 3. The **City** shall forfeit all unspent federal funds in the terminated **Project**.
- 4B. DEFAULT. **MaineDOT** shall send the **City** a Notice of Default if the **City**:
- Withdraws from the **Project** without written concurrence from **MaineDOT**; or
 - Takes any action that renders the **Project** ineligible for federal-aid funding; or
 - Uses **Project** funds for a purpose not authorized by this Agreement; or
 - Misrepresents or falsifies of any claim for reimbursement; or
 - Fails to meet standards of performance outlined in this Agreement.
- 4C. FOR CONVENIENCE. The **Parties** may terminate this Agreement for convenience by mutual consent for any reason not defined as “default,” as follows:
1. In case of Termination for Convenience, **MaineDOT** will reimburse the **City** for federally eligible work performed under this Agreement until the effective termination date.
 2. All **Project** records shall be handled in accordance with the terms of Article 5 below.
 3. **MaineDOT** will reprogram for other purposes all unspent federal funds in the **Project**.

ARTICLE 5 – RECORDS & AUDIT

- 5A. **Project** records are printed or electronic plans, specifications, contracts, reports, notes, or other documents prepared by or for the **City**. The **City** shall retain all such records for at least **five (5) years** from the date of **MaineDOT's** acceptance of the final invoice for the **Project**. If any litigation, claim, negotiation or audit has begun before the end of this five (5) year period, all such records shall be kept at least until all action and resolution of all issues arising from it are complete. All records shall be provided to **MaineDOT** upon request after completion or termination of the **Project**.
- 5B. The **City** and any consultant or contractor working on its behalf shall allow authorized representatives of the Federal Government and the State of Maine to inspect and audit **Project** records at reasonable times. Copies shall be furnished at no cost to the Federal Government or to the State of Maine.

5C. Audits shall be performed in accordance with generally accepted government auditing standards and federal regulation 2 CFR, Section 200, Subpart F - "Audit Requirements."

ARTICLE 6. GENERAL PROVISIONS

- 6A. GOVERNING LAW. This Agreement is made and shall be construed under the laws of the State of Maine. Since this Agreement covers a **Project** employing federal-aid funds, all activities under this document shall be performed in accordance with applicable federal regulations, including but not limited to 23 CFR, "Highways"; 49 CFR, "Transportation"; and 2 CFR, Section 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."
- 6B. INDEMNIFICATION. To the extent allowed by law, the **City** shall indemnify, defend and hold harmless **MaineDOT**, its officers, agents and employees from all claims, suits or liabilities arising from negligent or wrongful act, error or omission by the **City**, its officers, employees, agents, consultants or contractors. Nothing in this article shall waive any defense, immunity or limitation of liability that may be available to either party under the Maine Tort Claims Act (14 M.R.S. Section 8101 et seq.) or other privileges or immunities provided by law. *Any other provision of this Agreement to the contrary notwithstanding, this provision shall survive the termination or expiration of this Agreement.*
- 6C. CONFIDENTIALITY. The **City** shall protect the confidentiality of right-of-way negotiations, property appraisals, and engineering estimates of the cost to construct the **Project**, in accordance with the provisions of Title 23 of the Maine Revised Statutes Annotated (MRSA), Section 63, "Confidentiality of records"
- 6D. INDEPENDENT CAPACITY. The **City**, its employees, agents, representatives, consultants and contractors *shall not* act as officers, employees or agents of **MaineDOT**.
- 6E. FLOW DOWN. Contracts between the **City** and all third parties shall contain or incorporate by reference applicable provisions of this Agreement.
- 6F. EQUAL EMPLOYMENT OPPORTUNITY. The **City** shall adhere to all EEO requirements in the administration of the **Project**, as follows:
1. The **City** shall not discriminate against any employee or applicant for employment *relating specifically to work under this Agreement* because of race, color, religious creed, sex, national origin, ancestry, age, sexual orientation or disability unless related to a bona fide occupational qualification. The **City** shall take affirmative action to ensure that all such applicants are employed and that all such employees are treated regardless of their race, color, religious creed, sex, national origin, ancestry, age or disability during any period of employment under this Agreement.
 2. In all solicitations or advertising for employees relating to work done under this Agreement, the **City** shall state that all qualified applicants shall receive consideration for employment regardless of race, color, religious creed, sex, national origin, ancestry, age, sexual orientation or disability.

3. The **City** shall include the previous EEO provisions under this Article in any contract for services for work for the **Project** so that such provisions are binding upon each consultant and contractor – with the exception of any contract for the purchase of standard commercial supplies or raw materials. To the maximum extent feasible, the **City** and its consultants and contractors shall list all suitable employment openings with the Maine Job Service.

6G. BINDING EFFECT. The **Parties** shall be bound by the terms of this Agreement, which shall apply to its executors, their successors, administrators and legal representatives.

6H. ENTIRE AGREEMENT. This document represents the entire Agreement between the **Parties**. Neither **MaineDOT** nor the **City** shall be bound by any statement, correspondence, agreement or representation not expressly contained in this Agreement.

ARTICLE 7. DEBARMENT

7A. The **City** certifies to the best of its knowledge and belief that it and its officers, agents and employees associated with the **Project** are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this transaction by the Federal Government. If the **City** cannot certify to this statement, it shall attach an explanation to this Agreement. For the term of this Agreement, the **City** shall notify **MaineDOT** promptly if it or any officer, agent or employee associated with the **Project** is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this transaction by the Federal Government.

7B. The **City** agrees that it shall not hire an outside entity that is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by the Federal Government.

7C. The **City** agrees that if it contracts with an outside entity, that entity and its principals shall certify that they:

1. Have not within a 3-year period preceding the date of such contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with the following: a.) obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; b.) violating federal or state antitrust statutes; and c.) committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
2. Are not currently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph 1 of this section; and
3. Have not within a 3-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

ARTICLE 8. CONFLICT OF INTEREST

The **City** shall avoid contracting with an outside entity that has a financial or other interest in the **Project** or in its outcome, other than the performance of the contract. This prohibition applies to: a.) any agreement with, or other interest involving, third parties having an interest in the outcome of the **Project** that is the subject to the contract; b.) any agreement providing incentives or guarantees of future work on the **Project** or related matters; and c.) any interest in real property acquired for the **Project** unless such interest is disclosed to **MaineDOT** before the person or entity entered into the contract.

ARTICLE 9. EXPIRATION

This Agreement shall expire upon satisfactory completion of the **Project** or **five (5) years** from the final day of the month in which this Agreement was executed, whichever occurs first, except as follows:

- Article 5, "Records & Audit," shall remain in place until all activity pursuant to this provision is completed.
- Article 6B, "Indemnification," shall remain in place until specifically terminated by the **Parties** or negated by law.
- Article 6C, "Confidentiality," shall remain in effect until negated by law.

ARTICLE 10. AGREEMENT APPROVAL

The undersigned municipal representative assures that the **City's** legislative body has approved the **City's** entry into this Agreement, has appropriated or authorized use of required matching funds, and has authorized the representative to sign this Agreement.

IN WITNESS WHEREOF, the **Parties** have executed this Agreement effective on the date last signed below.

City of Bangor

Maine Department of Transportation

By: _____
Catherine M. Conlow, City Manager

By: _____
William A. Pulver, P.E., Director,
Bureau of Project Development

Date: _____

Date: _____

I certify that the 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 control.

Federal Funding Accountability and Transparency Act

The **City of Bangor, Maine** and its contractors may be subject to the provisions of the Federal Funding Accountability and Transparency Act of 2006 as amended and any regulations, policies, procedures and guidance documents adopted pursuant thereto or in connection therewith.

If the Federal portion of the **Project** exceeds \$25,000, an authorized representative from the **City** shall sign this document under (B) below and return it with the **Project** Agreement. Additionally, the **City** shall provide the following information, *if applicable*:

- A) The total compensation and names of the top five officers if:
- More than 80% of the **City**'s annual gross revenues are from the Federal Government; and
 - Those revenues are greater than \$25 million annually; and
 - Compensation information is not already available through reporting to the U.S. Securities and Exchange Commission (SEC).
- B) Legal name and DUNS[®] number on file with the Central Contractor Registration (CCR):

City of Bangor, Maine	07-173-9692
Sign and Print Legal CCR Name	DUNS [®] Number

Authorized Representative: _____
Catherine M. Conlow, City Manager

U.S. Department of Transportation (U.S. DOT)

Federal Highway Administration – Standard Title VI / Nondiscrimination Assurances

DOT Order No. 1050.2A

The **City of Bangor** (the "Recipient") **AGREES THAT**, as a condition of receiving Federal financial assistance from the U.S. Department of Transportation (U.S. DOT) through the Federal Highway Administration (FHWA), it is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled *Nondiscrimination In Federally-Assisted Programs Of The Department Of Transportation—Effectuation Of Title VI Of The Civil Rights Act Of 1964*);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory citations hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity," for which the Recipient receives Federal financial assistance from the U.S. DOT, including the FHWA.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Nondiscrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its federally assisted programs:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Federal Highway Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

The City of Bangor, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

- 3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or Agreement subject to the Acts and the Regulations.**
4. If applicable, the Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. If applicable, the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the Recipient also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the FHWA access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the FHWA. You must keep records, reports, and submit the material for review upon request to the FHWA, or their designees in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The Recipient gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation. This ASSURANCE is binding on the Recipient, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in it programs. The person signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

DATED _____

By _____
Catherine M. Conlow, City Manager
City of Bangor

Encl.: Appendices A and E

TITLE VI ASSURANCES: APPENDIX A

During the performance of this contract, the *City*, for itself, its assignees, and successors in interest agrees as follows:

1. **Compliance with Regulations:** The *City* will comply with the Acts and the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement, as set forth in Appendix E to these Assurances.
2. **Nondiscrimination:** The *City*, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of consultants and contractors, including procurements of materials and leases of equipment. The *City* will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix E to these Assurances, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the *City* for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential consultant or contractor will be notified by the *City* of the *City*'s obligations under this Agreement and the Acts and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, as set forth in Appendix E to these Assurances.
4. **Information and Reports:** The *City* will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Maine Department of Transportation or the Federal Highway Administration, to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of the *City* is in the exclusive possession of another who fails or refuses to furnish the information, the *City* will so certify to the Maine Department of Transportation or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for noncompliance:** In the event of the *City*'s noncompliance with the Non-discrimination provisions of this Agreement, MaineDOT will impose such Agreement sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the *City* under the Agreement until the *City* complies; and/or
 - b. Cancelling, terminating, or suspending the Agreement, in whole or in part.

Incorporation of Provisions: The *City* will include the provisions of paragraphs one through five above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The *City* will take action with respect to any subcontract or procurement as the Maine Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the *City* becomes involved in, or is threatened with litigation by a consultant, contractor, or supplier because of such direction, the *City* may request the Maine Department of Transportation to enter into any litigation to protect the interests of the Maine Department of Transportation. In addition, the *City* may request the United States to enter into the litigation to protect the interests of the United States.

TITLE VI ASSURANCES: APPENDIX E

During the performance of this contract, the **City of Bangor**, for itself, its assignees, and successors in interest (hereinafter referred to as the “**City**”) agrees to comply with the following non-discrimination statutes and authorities, including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. §4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. §324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. §794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. §6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. §471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. §47123) (prohibits discrimination on the basis of race, color, national origin and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

Item No. _____

Date: June 13, 2016

Item/Subject: ORDER, Authorizing Execution of Agreement for Maine Department of Transportation Project – Summer Street, Independent, & Washington Street Mill & Fill Project, WIN 21926.03

Responsible Department: Engineering

Commentary:

This order would authorize the City Manager to execute a Municipal Partnership Agreement with the Maine Department of Transportation for a two inch mill & fill project on Summer Street, Independent Street, and Washington Street, beginning at the intersection of Cedar Street and extending northerly 0.26 miles to Kenduskeag Stream Bridge on Washington Street.

The Maine Department of Transportation has approved funds in an amount not to exceed \$348,570.00. The total State/Federal share of 50% is equal to \$174,285.00, and the Municipality share of 50% is equal to \$174,285.00. As a condition of this funding, the City is required to enter into a Municipal Partnership Agreement with the Maine Department of Transportation. This item was reviewed and recommended for approval at the Infrastructure Committee meeting on May 24, 2016.

John M. Theriault, City Engineer
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

JUNE 13, 2016

Assigned to Councilor



CITY OF BANGOR

(TITLE.) Order, Authorizing Execution of Agreement for Maine Department of Transportation Project – Summer Street, Independent Street, & Washington Street Mill & Fill Project, WIN 21926.03

(TITLE.) ORDER, Authorizing Execution of Agreement for Maine Department of Transportation Project – WIN #21926.03, Summer Street, Independent Street, & Washington Street Mill & 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 – Summer Street, Independent Street, & Washington Street Mill & Fill Project, WIN #21926.03

Copy of the agreement is attached.

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

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

**WIN: 21926.03 Bangor, Summer Street
REGARDING a Mill and Fill Project**

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, Summer Street, Independent Street and Washington Street are in need of pavement preservation to prolong the life of the highway infrastructure.

WHEREAS, Bangor shall develop and oversee a mill and fill project on Summer Street, Independent Street, and Washington Street beginning at the intersection of Cedar Street and extending northerly 0.26miles to the Kenduskeag Stream bridge on Washington Street.. The City estimates the cost to do a 2 inch mill and fill on this corridor to be \$348,570.00. MaineDOT and the City of Bangor have agreed to cost share in the development and construction of the project.

THE CITY OF BANGOR SHALL:

- A. Procure all contracts for and oversee Project on Summer Street, Independent Street, and Washington Street for the work outlined above.
- B. Cause 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. Agrees 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 Law.
- D. Agrees 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;
 - e. Ensuring that the Project does not in any manner decrease the life expectancy of this component of Maine's transportation system; and,
 - f. Ensuring 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.** Ensure that construction shall commence within eighteen (18) months and shall be certified complete within thirty-six (36) months of execution of this agreement. Bangor may forfeit the unpaid balance of this grant if these deadlines are not met or they cannot demonstrate earnest and good faith efforts to meet them.
- H.** Be responsible for or cause its contractors to be responsible for all damage to public or private property of any kind resulting from any act, omission, neglect or misconduct of Bangor or its contractors, including damage to vehicles passing through the Project limits.
- I.** Bear all risk of loss relating to the Project and the Work regardless of cause.

MAINEDOT SHALL:

Provide a maximum of \$174,285.00 in State funds supporting the project Work stated above. 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 of Municipal Partnership Initiative Funds. Payment by MaineDOT Municipal Partnership Initiative funds shall not exceed **\$174,285.00** or 50% of the actual costs incurred and paid by the Municipality.

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.

[SIGNATURES ON FOLLOWING PAGE]

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: Summer, Independent, and Washington Streets

STATE PROJECT IDENTIFICATION NUMBER (WIN) 21926.03

Project Scope: 2 inch mill and fill

Funding Outline: The Total Project Estimated Cost is \$348,570.00, 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	174,285.00	50	174,285.00	348,570.00
PROJECT SHARES					
Total Cost of Additional Work above agreement estimate	100%				
TOTAL ESTIMATED MUNICIPAL REIMBURSEMENT		174,285.00			

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.

Item No. _____

Date: June 13, 2016

Item/Subject: ORDER, Authorizing Execution of Agreement for Maine Department of Transportation Project – Outer Hammond Street Pavement Preservation Project, WIN 21926.04

Responsible Department: Engineering

Commentary:

This order would authorize the City Manager to execute a Municipal Partnership Agreement with the Maine Department of Transportation for a 1 ½ inch overlay (with shim), pavement preservation project on Outer Hammond Street (Route 2) beginning approximately 0.05 miles northerly of Doane Street and extending northerly 0.99 miles.

The Maine Department of Transportation has approved funds in an amount not to exceed \$548,612.00. The total State/Federal share of 50% is equal to \$274,306.00, and the Municipality share of 50% is equal to \$274,306.00. As a condition of this funding, the City is required to enter into a Municipal Partnership Agreement with the Maine Department of Transportation. This item was reviewed and recommended for approval at the Infrastructure Committee meeting on May 24, 2016.

John M. Theriault, City Engineer
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

JUNE 13, 2016

Assigned to Councilor



CITY OF BANGOR

(TITLE.) **Order, Authorizing Execution of Agreement for Maine Department of Transportation Project – Outer Hammond Street Pavement Preservation Project, WIN 21926.04**

(TITLE.) ORDER, Authorizing Execution of Agreement for Maine Department of Transportation Project – WIN #21926.04, Outer Hammond Street Pavement Preservation 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 – Outer Hammond Street Pavement Preservation Project, WIN #21926.04

Copy of the agreement is attached.

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

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

**WIN: 21926.04 Bangor, Outer Hammond Street
REGARDING a Pavement Preservation Project**

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, Outer Hammond Street (Route 2) is in need of pavement preservation to prolong the life of the highway infrastructure.

WHEREAS, Bangor shall develop and oversee a pavement preservation project on Outer Hammond Street beginning approximately 0.05 miles northerly of Doane Street and extending northerly 0.99 miles. The City estimates the cost to do a 1 1/2 inch overlay (with shim) on Outer Hammond Street to be \$548,612.00. MaineDOT and the City of Bangor have agreed to cost share in the development and construction of the project.

THE CITY OF BANGOR SHALL:

- A. Procure all contracts for and oversee Project on Outer Hammond Street for the work outlined above.
- B. Cause 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. Agrees 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 Law.
- D. Agrees 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;
 - e. Ensuring that the Project does not in any manner decrease the life expectancy of this component of Maine's transportation system; and,
 - f. Ensuring 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.** Ensure that construction shall commence within eighteen (18) months and shall be certified complete within thirty-six (36) months of execution of this agreement. Bangor may forfeit the unpaid balance of this grant if these deadlines are not met or they cannot demonstrate earnest and good faith efforts to meet them.
- H.** Be responsible for or cause its contractors to be responsible for all damage to public or private property of any kind resulting from any act, omission, neglect or misconduct of Bangor or its contractors, including damage to vehicles passing through the Project limits.
- I.** Bear all risk of loss relating to the Project and the Work regardless of cause.

MAINEDOT SHALL:

Provide a maximum of \$274,306.00 in State funds supporting the project Work stated above. 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 of Municipal Partnership Initiative Funds. Payment by MaineDOT Municipal Partnership Initiative funds shall not exceed **\$274,306.00** or 50% of the actual costs incurred and paid by the Municipality.

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.

[SIGNATURES ON FOLLOWING PAGE]

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: Outer Hammond Street

STATE PROJECT IDENTIFICATION NUMBER (WIN) 21926.04

Project Scope: 1 1/2 inch overlay (with shim)

Funding Outline: The Total Project Estimated Cost is \$548,612.00, 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	274,306.00	50	274,306.00	548,612.00
PROJECT SHARES					
Total Cost of Additional Work above agreement estimate	100%				
TOTAL ESTIMATED MUNICIPAL REIMBURSEMENT		274,306.00			

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.

On Sat, May 7, 2016 at 1:16 PM, <ccme1@myfairpoint.net> wrote:
Dear Chair Sprague and Infrastructure Committee Members;

I would like to respectfully request you add to your 5/10/16 meeting agenda, discussion of replacement of a sign on the Broadway Corridor with one that more accurately clearly reflects the design of the intersection.

Specifically, replacing the sign at the traffic intersection of Broadway Avenue coming from the south before the bridge for vehicles planning to turn left onto the I-95 SB on ramp. Currently next to the traffic light above the 3rd lane is a road sign with an arrow pointing left with the word "Only".

Though there is a traffic arrow, this is so far before the turn, with a long middle lane further ahead (similar to the many 'middle turning lanes' on Broadway Avenue) and can be misleading for vehicles thinking that is a middle lane for the I-95 SB turn. On my almost daily kid-transport trips to Bangor High School, I have never driven by and not seen 1-2 cars in this middle lane waiting to turn left onto the I-95 SB ramp, and police also report that many vehicles misuse this middle lane as a turning lane for I-95 SB ramp.

I am suggesting this current sign be replaced with one stating or "STOP HERE FOR LEFT TURN" such as Waterville and Brewer have for similar traffic intersections.

The 2014-2015 Broadway Corridor Study the City of Bangor had done references (page 19-sent as an attachment) that there is a "'STOP HERE ON RED' sign indicating where vehicles should stop to avoid conflict." However it makes note of the problem that, "Lane use signs are visible to left turning vehicles only."

I believe the "sign" the Report is referring to, actually is painting on the roadway as there is no street sign saying this. Painting on the street can only be visible to left turning vehicle.. and only if no vehicles are already in the lane and covering it... AND only if freshly painted with no fading nor snow on the roadway.

On your March 15 Infrastructure Meeting (which I unfortunately missed), the Committee discussed the 2015 Broadway Corridor Study. Many improvements of the Broadway Corridor will take time and money.

Changing the sign however will not and is an easy way to bring this part of the intersection up to what the Report saw.. as well as remedy the problem of visibility the Report found.

Thank you for your time as well as your service to our City. If I can be of further assistance, or you would like me to address the Committee, please let me know. I plan to be in attendance at your 5/10/16 meeting and hope the Committee will decide to make this sign change.

Carol Cutting -14 Eaton Place, Bangor

Broadway - Under I-95, Northbound

