



<i>Internal use only</i>
TEDOCS #: _____
CT #: _____
CSN #: _____
PROGRAM: _____

State of Maine
DEPARTMENT of TRANSPORTATION
COOPERATIVE AGREEMENT

Kingfield, ME
State Route 27 Improvement Project

FEDERAL PROJECT NUMBER: STP-1824(500)
STATE WORK IDENTIFICATION NUMBER (WIN): 018245.00

This **Agreement** is entered into by and between the State of Maine, through its Department of Transportation, hereafter referred to as “**Department**” and the Town of Kingfield, through its elected officials, hereafter referred to as “**Town**”, collectively hereinafter referred to as “**Parties**”, regarding cost sharing for the planning, development, design, right-of-way acquisition, permitting, construction, and construction engineering for a project to make improvements to State Route 27 in Kingfield, beginning at High Street and extending northerly 2.33 miles to approximately 0.74 of a mile northerly of Tufts Pond Road, hereafter referred to as “**Project**”.

Whereas, this **Project** is currently funded for Enhanced Project Scoping for future highway improvements at \$350,000 through the **Department’s** 2013-14-15 Work Plan; and

Whereas, State Route 27 is classified as a Minor Arterial and a Priority 2 corridor by the **Department**; and

Whereas, State Route 27 serves as Main Street within the Village of Kingfield; and

Whereas, Kingfield is a mountain resort village with unique historic and cultural qualities; and

Whereas, the 2004 *Route 27 Scenic Byway Corridor Traffic Calming in Kingfield Village* and the 2011 *A Village Enhancement Plan* focus on enhancements to promote economic development and the walkable nature of the Village and adjoining commercial areas; and

Whereas, the **Department** and **Town** have met on various occasions to discuss the scope of work and the share of cost of a potential **Project** that will be required from the **Town**; and

Whereas, Enhanced Project Scoping for such a **Project** has been conducted; and

Whereas, the **Department's** interest is to improve the condition and safety of the existing transportation corridor, with a particular emphasis on minimizing the life-cycle costs associated with State Route 27; and

Whereas, the **Town's** goal is to preserve and protect a vibrant and valuable Village and adjoining commercial areas while increasing pedestrian safety and promoting economic development; and

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

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

The **Department** agrees:

1. To be responsible for one hundred percent (100%) of the costs necessary to improve the Highway Portion of the **Project**, as determined by the **Department**.
2. To be responsible for one hundred percent (100%) of the cost associated with replacing and improving the safety of the existing sidewalks and **Department** approved crosswalks, within the highway right-of-way, as part of the **Project** since rehabilitating the highway portion will disturb the existing sidewalks.
3. That it will include the new sidewalks, crosswalks, and local interest elements as defined in the MaineDOT Local Cost Sharing Policy in the design of the **Project**.
4. That, as the lead agency on this **Project**, it will prepare, or cause to be prepared, construction plans and specifications for the **Project** within the scope agreed to by the **Parties** as described below, using the **Department's** standard project development process to ensure adherence to federal and state regulations, in partnership with the **Town**.
5. To share information about the status of the **Project** with the **Town** at the following milestones:
 - **Project** kickoff/initial team meeting/formal public contact.
 - Completion of the Preliminary Design Report ("PDR").
 - Formal public meeting.
 - Completion of the plans, specifications and estimate ("PS&E").
 - Changes in the **Project** Schedule or Engineer's Estimate.
6. Upon completion of the PDR, the **Department** shall provide the **Town** a copy of the approved PDR, including a written revised total estimated cost of the **Project**, and (if applicable) any extra work requested and funded solely by the **Town**. The **Town** may, at its discretion, choose not to move forward with the construction of the new sidewalks, crosswalks, and local interest elements if the costs rise to more than twenty-five percent

(25%) above the current cost estimate. The **Town** will be responsible for costs incurred in accordance with the Termination section of this **Agreement**.

7. To consult with the **Town** before modifying the **Project** scope or financial responsibilities.
8. That only those actions approved by the Board of Selectmen by affirmative vote are considered actions of the **Town**.

The **Town** agrees:

1. That the **Department** will include in the design of the **Project** the new sidewalks, crosswalks, and local interest elements as defined in the MaineDOT Local Cost Sharing Policy and, in exchange, the **Town** will make a good faith effort to obtain the funds necessary to cover its share of the cost. Once the **Project** advances to the completion of a PDR, the **Town** must demonstrate that it has the funds authorized by the necessary local approval process for its share, before the **Project** reaches final design. If the **Town** is unsuccessful in obtaining the necessary funding for those items, the **Project** will move forward without those elements and the **Town** will be responsible for costs incurred, in accordance with the Termination section of this **Agreement**.
2. That, in accordance with the MaineDOT Local Cost Sharing Policy, it will be responsible for:
 - a. The non-federal share (20%) of the total cost of new sidewalks, including all necessary elements such as engineering, right-of-way, construction, construction engineering, and administrative cost associated therewith, unless specified otherwise.
 - b. One hundred percent (100%) of the total cost of any local interest elements such as new pedestrian lighting, landscaping, plantings, streetscape furniture, esplanades, additional or modified parking, etc. that are primarily for local community development purposes.
3. To relocate the hydrant in front of the Marla Ferris parcel, so as not to affect the on-street parking scheme, at no cost to the **Department** or this **Project**.
4. Upon request, it will participate and potentially lead appropriate sections of project team meetings, including all public involvement activities associated with this **Project**, such as discussing the **Town's** continued support for this **Project**.
5. To notify the **Department** of any proposed changes in the **Project** limits of scope.

Scope of Work:

1. The scope of work as developed by the **Department** and the Kingfield Road Reconstruction Committee is to implement the following project aspects, as practicable:

- a. Stabilized recycling treatment in-place (rehabilitation) of the existing roadway base and shoulders to provide adequate structural composition for two 11-foot travel lanes (one travel lane in either direction) and two 5-foot paved shoulders with localized full-depth pavement structure as necessary. The section of roadway from High Street to Mill Street will include two 11-foot travel lanes and two 4-foot shoulders to minimize impacts to historic resources. The shoulders in this area will be fully reconstructed.
- b. Pavement reclamation (removal of the pavement surface) and resurfacing of the existing travel way and shoulders at the Norton Bridge approaches (WIN 010183.00).
- c. Minor reconfiguration of the Depot/High Street intersection with curb to define the intersection and shorten pedestrian crossing distance and as practical open up green space that will be available for the **Town** to landscape. The watering trough remains at its current location.
- d. Minor reconfiguration of the Route 16 (Riverside Road) intersection with curb to define the intersection, commercial entrances, provide a pedestrian refuge, and as practical open up green space that will be available for the **Town** to landscape.
- e. Re-stripe the existing 90 degree angle parking spots on the east side of Route 27 from Mill Street to Route 16 to 60 degrees.
- f. Retain the existing 60 degree angle parking on the east side of Route 27 in front of the Tombeau parcel.
- g. Create additional 60 degree angle parking on the east side of Route 27 from the Tombeau parcel to the driveway of the Peruffo parcel.
- h. Create parallel parking along east side of Route 27 in front of balance of Peruffo parcel and in front of Hurd parcel.
- i. All pedestrian crossings (crosswalks) shall extend from one safe landing zone to another and shall meet the criteria put forth in the American's with Disabilities Act (ADA).
- j. Reconstruct the deteriorated sidewalks, within the highway right-of-way, to a standard that is ADA compliant.
- k. Construct 5-foot bituminous sidewalk on the west side of Route 27 from the Neil Tranten parcel (presently occupied by the Western Maine Pharmacy) to Narrow Gauge Street, bypassing the Norton Bridge section where sidewalk currently exist to a standard that is ADA compliant.
- l. Construct 5-foot bituminous sidewalk on the east side of Route 27 from the Rose Winter Parcel approximately 200 feet north of High Street to the southerly boundary of the Oland lot across from the Depot Street intersection (which includes relocating the part of the existing sidewalk near the stone wall) to a standard that is ADA compliant. Sidewalk width may be reduced to 3 feet where appropriate to minimize impacts to historic resources. The continuity of

the ADA compliant sidewalk may be broken in front of the Dennis Bare parcel (presently occupied by the Irregular office) on account of the building's being too close to the road to provide sufficient room for said sidewalk.

- m. Construct 5-foot bituminous sidewalk on the east side of Route 27 from approximately 120 feet north of West Branch Street to approximately 120 north of Mountain View Road to a standard that is ADA compliant.
 - n. Construct 5-foot bituminous sidewalk on the east side of Route 16 from Route 27 to Mill Street to a standard that is ADA compliant.
 - o. Install an esplanade between the existing covered sidewalk and the new sidewalk along the west side of Route 27 at Herbert Grand Hotel.
 - p. All curbed sections within the boundary of the eligible Historic District, extending along Route 27 from High Street to Norton Bridge, will utilize granite curb.
 - q. All curbed sections outside the boundary of the eligible Historic District will utilize bituminous curb.
2. The **Parties** understand that the scope of work outlined herein is based on the information available at the time this **Agreement** is executed and that subsequent, more detailed design work may result in a need to modify this scope.

Project Cost:

1. The **Department's** planning level estimate for the total cost of the **Project** is Five Million Seventy Thousand Dollars (\$5,070,000) in 2013 dollars, which is subject to change during the design process. The **Parties** will be responsible for their share of the costs, as described below.

Work Element	Estimated Town Share		Estimated Department/Federal Share		Estimated Total Cost
	%	\$	%	\$	
Highway Rehabilitation	0%	\$0	100%	\$4,523,000	\$4,523,000
New Sidewalks	20%	\$100,000	80%	\$400,000	\$500,000
Modify Parking	100%	\$43,000	0%	\$0	\$43,000
Esplanades	100%	\$4,000	0%	\$0	\$4,000
Project Shares		\$147,000		\$4,923,000	\$5,070,000

2. Final **Town** share will be determined by actual expended **Project** totals after final closeout is complete. Any required refunds or additional costs shall be paid within thirty days of receipt of an acceptable invoice.

3. The **Department's** ability to design and ultimately construct this **Project** is subject to available state and federal transportation funding and beginning design in no way implies or guarantees construction funding of a project.

Termination:

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

Miscellaneous Provisions:

1. The **Parties** acknowledge that any prior agreements, promises, or negotiations not expressly set forth in this **Agreement** are of no force or effect.
2. After the final PS&E package is prepared, the **Department** and the **Town** will execute a Municipal/State Project Agreement covering **Project** advertise, award, construction and construction engineering. Said Municipal/State Agreement will carry the financial terms outlined in Project Cost above, as well as a schedule for collection of the **Town's** share of **Project** costs.
3. This **Agreement**, and all attachments, may only be modified or amended in writing and signed by duly authorized representatives of the **Parties**.
4. Notwithstanding any other provision of this **Agreement** if the State does not receive sufficient funding to fund the work described in this **Agreement**, if funding is de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, the **Department** is not obligated to make payment under this **Agreement**.

5. The **Department** shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the state's option to withhold for the purposes of set-off monies due the **Town** up to any amounts due and owing to the **Department** with regard to this **Agreement** or any other Agreement, any other Contract with any State Department or Agency, including any Contract for a term commencing prior to the term of this **Agreement**, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The **Department** shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the **Department**, its representatives, or the State Controller.
6. To the extent permitted by law, the **Town** shall indemnify, defend, and hold harmless the **Department**, its agents and employees from all claims, suits or liabilities arising from any negligent or wrongful act, error or omission by the **Town**, its consultants or contractors. Nothing herein shall waive any defense immunity or limitation of liability that may be available under the Maine Tort Claims Act (14 M.R.S. Section 8101 et seq.) or any other privileges or immunities provided by law. *Any other provision to the contrary notwithstanding, this provision shall survive any termination or expiration of this Agreement.*
7. The **Parties** further agree to
 - a. Operate within the terms of this **Agreement**; and
 - b. Operate within all applicable State and Federal laws, regulations; and
 - c. Fulfill all obligations diligently; and
 - d. Cooperate in achieving the intent of this **Agreement**.
8. By signing this **Agreement**, the **Town** 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 **Town** is unable to certify to this statement, they shall attach an explanation to this **Agreement**, and shall promptly notify the **Department** if it or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
9. This **Agreement**, once signed by the duly authorized representatives of the **Parties** to this **Agreement**, and shall remain in effect until completion of the **Project**, or until terminated under provisions of Termination section of this **Agreement**, or until superseded by a new agreement.

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

TOWN OF KINGFIELD

Signed For the Board of Selectmen:

By: _____ Date: _____
Leanna Target, Town Administrator

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

STATE OF MAINE, DEPARTMENT OF TRANSPORTATION

Signed By: _____ Date: _____
Herb Thomson, Director Bureau Planning

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

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