

CTM#: DOT1218-39909CSN: 39909

TEDOCS #: _____

PROGRAM: Bureau of Planning

**MAINE DEPARTMENT OF TRANSPORTATION
PLANNING PARTNERSHIP INITIATIVE (PPI) AGREEMENT
TOWN OF SKOWHEGAN SECOND BRIDGE FEASIBILITY STUDY
(Receivable)**

MaineDOT Use Only

Study Location: SkowheganAgreement Maximum Study Amount: \$350,000.00PSN: 77065MaineDOT Share: \$315,000.00Agreement Begin Date: 12/27/2018Municipality Share: \$35,000.00Agreement End Date: December 31, 2025Municipality Vendor Id#: 17A12448

This Planning Partnership Agreement (**Agreement**) is entered into by the State of Maine Department of Transportation (**MaineDOT**) and the Town of Skowhegan, (the “**Municipality**”), Jointly hereinafter referred to as the “**Parties**”.

Whereas, the study that is the subject of this Agreement consists of the Study Area and scope of work included in Appendix A (hereafter referred to as the “Study”); and

Whereas, the Municipality approached MaineDOT about conducting such a Study (Appendix B); and

Whereas, the Study is a collaborative effort with the Town of Skowhegan to evaluate the feasibility of a second Kennebec River Crossing in the greater Skowhegan area to support and improve the safety, resiliency, and sustainability of the statewide transportation system, and;

Whereas, the Parties have a mutual interest in ensuring that the Study is delivered on a reasonable schedule and within the budget, using a process that maximizes communication and cooperation; and

Whereas, the purpose of this Agreement is to identify the Parties’ individual responsibilities during the Study; and

Whereas, the completion of the Study does not obligate any Party to fund, design, acquire right-of-way, or construct any improvements conceived or proposed by the Study; and

Whereas, this Agreement shall become effective on the date last signed and that date shall constitute the earliest date for which work may commence. This Agreement expires on December 31, 2025 and work cannot continue after the expiration date without a modification in place to extend the Agreement.

NOW THEREFORE, in consideration of the forgoing, the Parties hereby establish and agree to the following terms and conditions:

The following attachments are hereby incorporated into this Agreement:

- Appendix A – Scope of Work
- Appendix B -- Town of Skowhegan Letter dated August 29, 2018

A. Cost

The Parties agree to fund a study in accordance with the allocations outlined below (the “Party Shares”) up to a maximum amount of \$350,000 unless otherwise negotiated by mutual agreement of the Parties:

MaineDOT State Share	Municipality Share	Maximum Study Amount
90%	10%	
\$315,000	\$35,000	\$350,000

1. MaineDOT Share – 90% of the eligible Study costs, up to a maximum of \$315,000.00.
2. Municipal Share (provided through the Municipality’s obligation of funds) – 10% of the eligible Study costs, up to a maximum of \$35,000.00.
3. This Agreement is funded with both federal and non-federal funds.
4. Work cannot begin until authorized by the Federal Highway Administration.
5. If the actual cost of the Study is less than the Agreement Maximum amount, the share amounts owed will be based on the percentages.
6. Any changes to the above must be in writing and approved by the Parties.

B. The Municipality shall:

1. Introduce the study as a locally requested and sponsored effort at all public involvement efforts associated with the study.
2. Lead all public and media inquiries.
3. Provide meeting space, audio visual aids, etc., during public meetings associated with the study.
4. Agree that the study must follow all state and federal laws including the evaluation of all reasonable transportation alternatives via data driven criteria.
5. Make all invoice payments within 30 days from the date of an acceptable invoice.

C. MaineDOT shall:

1. Select the consultant and lead the study in a timely professional manner in accordance with all state and federal requirements.
2. Provide planning, regulatory, and engineering input and guidance to the consultant team and the Municipality.
3. Invoice the municipality based on study progress.

D. The Parties:

1. Will assist in consultant proposal evaluation and selection.
2. Will actively participate in the Study.

3. Agree that any build alternative(s) must conform to all appropriate state and/ or federal standards.
4. This agreement and amendments may only be modified or amended in writing signed by all Parties.
5. Parties agree that participating in this Study does not constitute a commitment by any Party to participate in any future project phases such as engineering, right-of-way acquisition or construction.

E. Notice. Any communications, requests or notices required or appropriate to be given under this Agreement shall be in writing and mailed via U.S. Mail, Certified or Registered, Return Receipt Requested or sent via a recognized commercial carrier such as, but not limited to Federal Express, that requires a return receipt delivered to the sending party. Alternatively, communication may be sent via email and shall satisfy the delivery requirements of this section through express acknowledgement of receipt by the receiving party. Said communications, requests or notices shall be sent to the other party as follows:

MaineDOT: Maine Department of Transportation
16 State House Station
Augusta, ME 04333-0016
Attn.: Nate Howard
Email: Nathan.howard@maine.gov

Municipality: Town of Skowhegan
225 Water Street
Skowhegan, ME 04976
Attn.: Christine Almand, Town Manager
Email: calmand@skowhegan.org

Each Party agrees to promptly notify all other Parties of any changes to the above referenced contact information.

F. Set-Off Rights.

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 Municipality under a specific project contract up to any amounts due and owed 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 owed 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.

G. Non-Appropriation.

Anything herein to the contrary notwithstanding, the Municipality acknowledge and agrees that although the execution of this agreement by the MaineDOT manifests its intent to honor its terms and to seek funding to fulfill any obligations arising hereunder, by law any such obligations are subject to available budgetary appropriations by the Maine Legislature and, therefore, this agreement does not create any obligation on behalf of MaineDOT in excess of such appropriations.

H. Non-Appropriation.

Anything herein to the contrary notwithstanding, the Municipality acknowledge and agrees that although the execution of this agreement by the MaineDOT manifests its intent to honor its terms and to seek funding to fulfill any obligations arising hereunder, by law any such obligations are subject to available budgetary appropriations by the Maine Legislature and, therefore, this agreement does not create any obligation on behalf of MaineDOT in excess of such appropriations.

I. Indemnification.

To the extent permitted by law, Municipality 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 Municipality, 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

J. Termination.

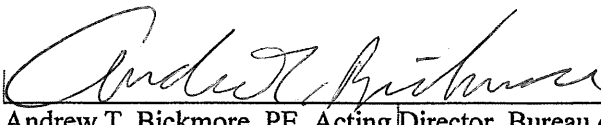
Any Party may postpone, suspend, abandon or otherwise terminate this Agreement upon thirty (30) days written notice to the other Party and in no event shall any such action be deemed a breach of contract. Upon termination, all Parties will be responsible to pay their share of Study costs incurred at the time of termination. Postponement, suspension, abandonment or termination may be taken by MaineDOT for any reason that jeopardizes the public interest or specifically as the result of a failure by the Municipality to perform any material obligation under this Agreement, to the satisfaction of MaineDOT.

IN WITNESS WHERE OF, the Parties, for itself, its successors and assigns, hereby execute this Agreement and thereby binds itself to all covenants, terms, and obligations contained in the Agreement Documents.

 Date 12/27/18
Christine Almand, Town Manager |

Town of Skowhegan

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.

 Date 12/27/2018
Andrew T. Bickmore, PE, Acting Director, Bureau of Planning
Maine Department of Transportation

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

1. SCOPE OF WORK

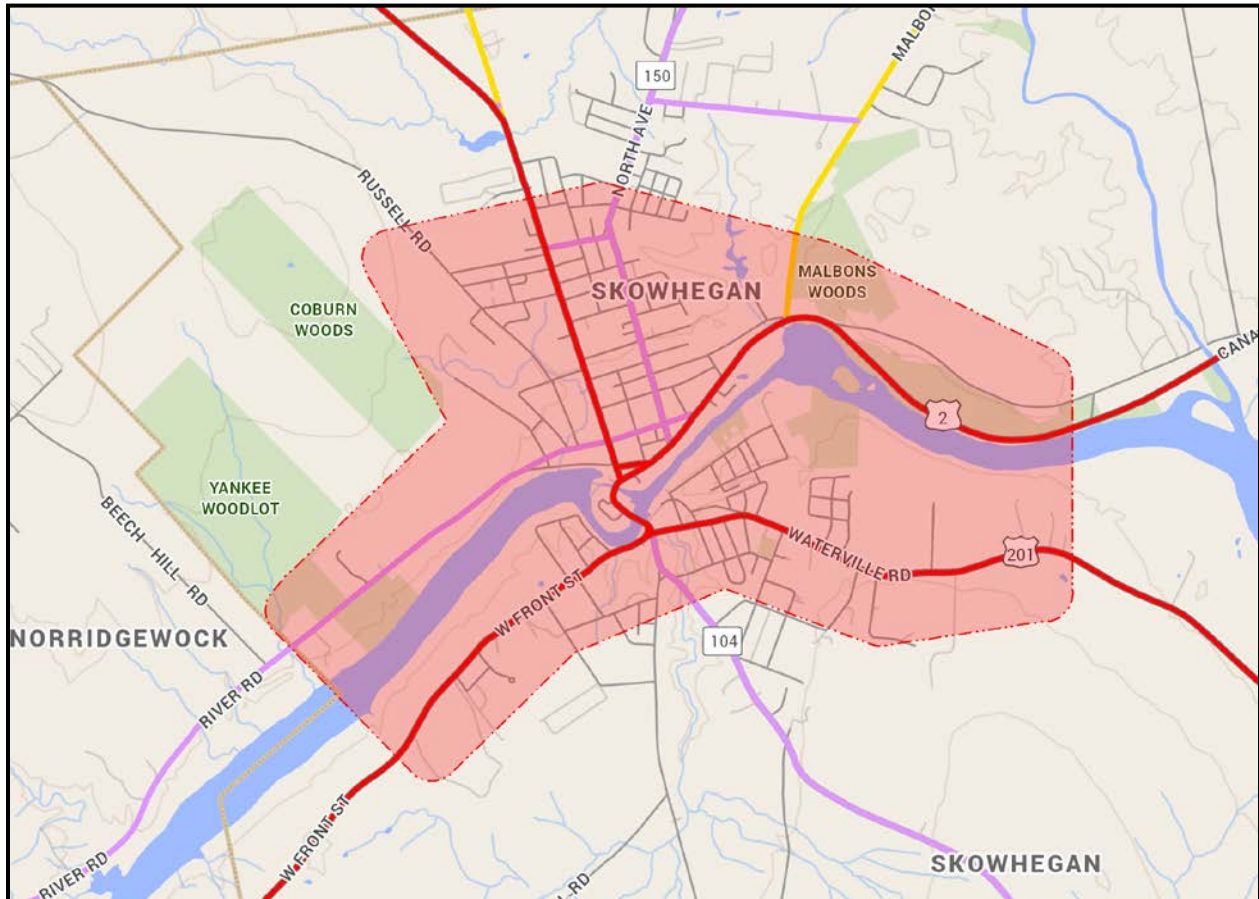
Project Background

The Town of Skowhegan Board of Selectmen met with MaineDOT Commissioner David Bernhardt, P.E. in October 2018 to discuss the need for a second bridge over the Kennebec River in Skowhegan. Although part of the discussion included a desire to remove heavy vehicles from downtown Skowhegan, it was very clear that the purpose of this study is to improve the resiliency and sustainability of the state transportation system in the Skowhegan area, and that alternatives involving a second bridge across the Kennebec River in the Town of Skowhegan must be examined. Alternatives that involve bypassing the urban area of Skowhegan are not under consideration.

The objectives of the Study are as follows:

1. Establish baseline conditions of the existing transportation system in the study area, including highway inventory, traffic volumes, river-crossing travel patterns, safety, and mobility.
2. Evaluate alternatives to improve the resiliency and sustainability of the transportation system, including upgrade and second bridge alternatives, under all applicable state and federal laws, so the study can serve as the basis for future analyses under the National Environmental Policy Act and Army Corps of Engineers processes.
3. Identify necessary improvements to the existing transportation system to accommodate changing traffic patterns from proposed bridge alternatives.
4. Develop a final conceptual bridge alternative, including approaches, and existing system transportation improvements, with concepts and cost estimates that would be used as the basis for a future design.

Preliminary Study Area:



Task 1 – Project Kick-Off

The consultant team will meet with the Study Team under the following collaborative planning process:

- Identify and understand local issues
- Identify and understand relevant state and federal regulatory requirements
- Finalize scope of work and study area
- Develop preliminary purpose and need
- Establish appropriate public involvement procedures
- Identify previous related study efforts and available data
- Identify traffic data that will need to be collected
- Identify baseline environmental data, including potential fatal flaws, which will need to be collected.
- Identify potential bridge crossing locations for analysis.

Task 2 – Review Available Data

The consultant team will review available information provided by the Study Team. These will include, but not be limited to, the following:

- Skowhegan Comprehensive Plan.
- Files and available background information from the prior bypass study and Environmental Impact Statement discontinued in 2010.
- Recent traffic volume and safety data
- Roadway characteristics (i.e. classification, priority, geometrics, etc.)
- As-built plans, survey, and right of way plans, layouts, and widths

Task 3. Collect Additional Data

Based on Tasks 1 through 2, The consultant team will identify additional data needs within the study area, including:

- Traffic Volume and Turning Movement Counts. The Study Team will identify locations for additional traffic and turning movement counts. Counts will be conducted by the Traffic Engineering Division in MaineDOT's Bureau of Maintenance and Operations.
- Origin-Destination Data. The consultant team will obtain probe-based origin-destination data in sufficient detail to aid in the evaluation of potential bridge locations.

Task 4 – Assessment of Current Conditions

The consultant team will evaluate the existing and recent historic performance of traffic and baseline environmental information in the study area based on traditional forecasting and growth models. The assessment will include but not be limited to:

- Analysis of current traffic conditions of the study area. The analysis will include traffic patterns, capacity, speeds, and crash experience.
- Preparation of a travel demand model for the study area using probe-based origin-destination data to determine river-crossing travel patterns.
- Review analyses with team members and discuss possible recommendations and additional bridge locations.
- Identify and assess baseline environmental data including but not limited to the following:
 - Registered historic properties
 - Public parks and recreation areas
 - Residential and commercial areas
 - Wetlands
 - Endangered species such as bald eagle nests
 - Etc.

Task 5 Assessment of Future Scenarios

The consultant team will evaluate future traffic volume based on traditional growth forecasts and considering known development and land use changes underway. It will include:

- A 2045 forecast of traffic volumes in the study area, based on historical traffic data and available MaineDOT traffic forecasts.
- Predicted future baseline mobility and safety performance on the existing study area network.
- Future mobility and safety performance of a second bridge on the study area network.
- Analysis of impacts to bicycle and pedestrian facilities.
- Review analyses with the Study Team and discuss possible recommendations and additional alternatives to be considered.

Task 6 Develop Preliminary Recommendations

Based on the analysis of alternatives determined in Task 5, the consultant team will develop recommendations based on effectiveness of meeting the study area transportation needs.

- Develop recommendations based on effectiveness and viability from a regulatory perspective. Measurements for effectiveness will include benefits to mobility and safety, cost and practicality of implementation, and ability to meet the purpose and need.
- The recommendations will include a discussion of the potential and degree of effort associated with environmental analysis, secondary, cumulative impacts, etc., including anticipated future costs of remaining planning, design and construction phases.
- Develop cost estimates for recommendations (including construction and potential right-of-way costs).
- Develop a draft report containing the analysis of existing and future conditions, alternatives analysis, and recommendations, including a matrix summarizing recommendations along with an appendix of traffic and crash data.
- Develop basic conceptual renderings of recommended alternatives on aerial photography.

Task 7 Public and Agency Feedback

The consultant team should expect to meet with the Study Team up to four times including task 1. One of these meetings may include a presentation to resource agencies such as the Federal Highway Administration and Army Corps of Engineers. The consultant team should expect to attend and present to members of the public as follows:

- Meeting 1
 - Understand local concerns and issues
 - Finalize purpose & need
 - Present existing conditions
 - Receive input on reasonable range of alternatives to be considered
- Meeting 2
 - Present future baseline conditions and the analysis of new bridge location alternatives
 - Present any associated potential improvement to existing transportation system associated with changing traffic patterns
 - Identify any potential fatal flaws associated with various alternatives due to environmental, costs or other factors
 - Receive input and public feedback
- Meeting 3
 - Present report recommendations
 - Receive input into considerations in future phases of study and project implementation

Task 8 – Final Report

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

APPENDIX B

Town Manager, Christine Almand

TELEPHONE: (207) 474-6907

FAX: (207) 474-9413

Town of Skowhegan

Town Manager

225 Water Street
Skowhegan, Maine 04976



August 29, 2018

David Bernhardt, P.E.
Commissioner's Office
Maine Department of Transportation
24 Child Street
16 State House Station
Augusta, ME 04330-0016

Dear Mr. Bernhardt;

The Skowhegan Board of Selectmen met on July 24, 2018 and discussed the prospect of a second bridge in Skowhegan.

On August 28, 2018 they voted to move forward with the discussion and planning for a second bridge in Skowhegan. They have authorized me to set up a meeting with your office to begin this process. Please accept this letter as our request to set up a meeting and start these discussions.

Sincerely,

A handwritten signature in black ink, appearing to read "Christine Almand".

Christine Almand
Town Manager