City of Biddeford
Finance Committee
November 21, 2023 5:00 PM Council Chambers & Zoom

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International numbers available: https://biddeford.zoom.us/u/ajhBuFUwq

Status: - *City Hall Council Chambers in person and virtual via Zoom*

1. **Call to order**
2. **Approval of the Minutes**
   - 2.1. Approval of Minutes from 10-17-2023
     Finance Committee Minutes 10-17-23
3. **Signing of the expenditure warrant**
4. **Discussion/Approval**
   - 4.1. 2023.138 Approval /CDGB -CV Allocation to Seeds of Hope
     20231121 CDBG-CV Allocation to Seeds of Hope - BRIEF
   - 4.2. 2023.138 Approval/York-Laconia Riverwalk Sidewalk Improvements Award Contract
     1 - Overall Riverwalk Connections Site Plan - REFERENCE
     2 - Shaw Brothers Bid Tab - REFERENCE
     20231121 York-Laconia Riverwalk - BRIEF
   - 4.3. 2023.140 Approval/Alfred Street CSO Separation
     20231121 Alfred St CSO Separation Project - BRIEF
     20231121 Alfred Street CSO Separation Project - REFERENCE.pdf
   - 4.4. 2023.150 Approval/State of Maine Department of Transportation Cooperative Agreement for Multi-Project Design Cost Sharing for Proposed Improvements to Multiple Elm Street Segments Biddeford Maine.
     20231121 Approval MeDOT-PACTS-City of Biddeford Elm Street Cooperative Agreement - BRIEF
     20231121 MDOT -PACTS-City of Biddeford Elm Street Cooperative Agreement - FINAL DRAFT.

20231027 Biddeford PACTS MaineDOT Cooperative Agreement Elm Street with GAM edits - REFERENCE.
Biddeford Elm Street - TMP Intersection Sections Map CONCEPT IMPROVEMENTS MDOT 09-20-23.
Elm Street Corridor Project Area Improvements - Concept Plan

4.5. Reporting of Streamlined Purchasing Under Sec 2-336(g)
20231121 Monthly Streamlined Purchasing Report - BRIEF

5. Other Business

6. Adjournment

City of Biddeford

Finance Committee Minutes

October 17, 2023

Call to order

Roll Call – all present

Councilor Belanger

Councilor Emhiser

Councilor Lessard

Approval of Minutes

Motion: Councilor Emhiser

Second: Councilor Lessard

Vote: Unanimous in favor

Motion passed.

Signing of the Expenditure Warrant – signed by all present

Discussion/Approval

Approval/Elm St. CSO Sewer Upgrade- City Engineer presented the issues that can be resolved by this upgrade. First there is a choke point with two different sizes of pipe that can be repaired. Second, when the Saco River overflows it can go into the sewer network. There is an opportunity to repair these while other work is being done.

Motion: Councilor Lessard

Second: Councilor Emhiser

Vote: Unanimous in favor.

Motion passed.

Other – none

Councilor Emhiser motion to adjourn at 5:36 pm

Second: Councilor Lessard

Vote: Unanimous.

Meeting is adjourned.

Finance Committee

Meeting Date: November 21, 2023
Meeting Time: 5:00 PM

Agenda Item No: 4.1.
Item Description: Approval/CDBG-CV Allocation to Seeds of Hope

Submitted by: Jessica Wilson, Community Development Coordinator

Supporting Information/Documentation:

None

Key Terms:

HUD: U.S. Department of Housing & Urban Development, the federal funder of the CDBG program.
CDBG: Community Development Block Grant, an annual award provided on a formula basis to entitled cities to develop viable communities via decent housing and a suitable living environment and via expanded economic opportunities, principally for low- and moderate-income persons (i.e., households earning no more than 80% of area median income).
CDBG-CV: The Community Development Block Grant CARES Act (CDBG-CV) program provides formula-based grants to states, insular areas, and local governments to prevent, prepare for, and respond to the spread of COVID-19.

Executive Summary:

Staff recommends an additional allocation of CDBG-CV funds, for $75,428.49, to Seeds of Hope for reimbursement of salary and fringe benefit costs associated with staff time dedicated to providing coordinated services and referrals as part of the community support program.

Detailed Review:

In response to COVID-19, HUD allocated CDBG-CV funding, authorized by the Coronavirus Act, Relief, and Economic Security Act, to the City totaling $402,684 to support COVID-related expenses. The City amended its 2018-2023 Consolidated Plan and 2019 Annual Action Plan to enable the use of the CDBG-CV funds. These funds must be expended within six years of the City's grant agreement with HUD, or June 18, 2026.

The required public participation process identified priority activities that included supporting a job retention program ($236,079), an emergency food bank ($5,447), and a community support program ($86,069). The funds for job retention and the emergency food bank have been fully drawn. The community support program was designed to include a group of nonprofits and service providers who would launch a program to provide coordinated services and referrals for community members facing substance use issues, mental and physical health concerns, and those experiencing housing insecurity or homelessness. Seeds of Hope received an allocation of $31,450 to be reimbursed over a two-year period that ended on October 25, 2023. Seeds of Hope is the only hub from which this program has administered

so far. Thus, there is an ongoing quantifiable increase in demand for the services provided through this program dictating the necessity for additional staff availability. The community support program available balance is $75,428.49, which would fund increased staff hours over the next 12 months.

There is no requirement for public process to move forward with the requested action, as it does not meet the criteria for a substantial amendment.

The allocation of $56,428 for administrative expenses has not yet been charged against. Staff will be exploring additional public service efforts in the coming months and expect to bring an additional proposal to the Council for allocation of the remaining funds.

Funding Source:

Community Development Block Grant CARES Act Program

Staff Recommendation:

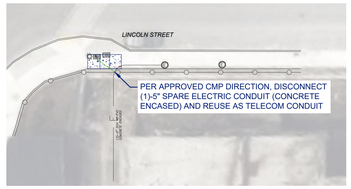
Staff recommends approval of the allocation as requested.

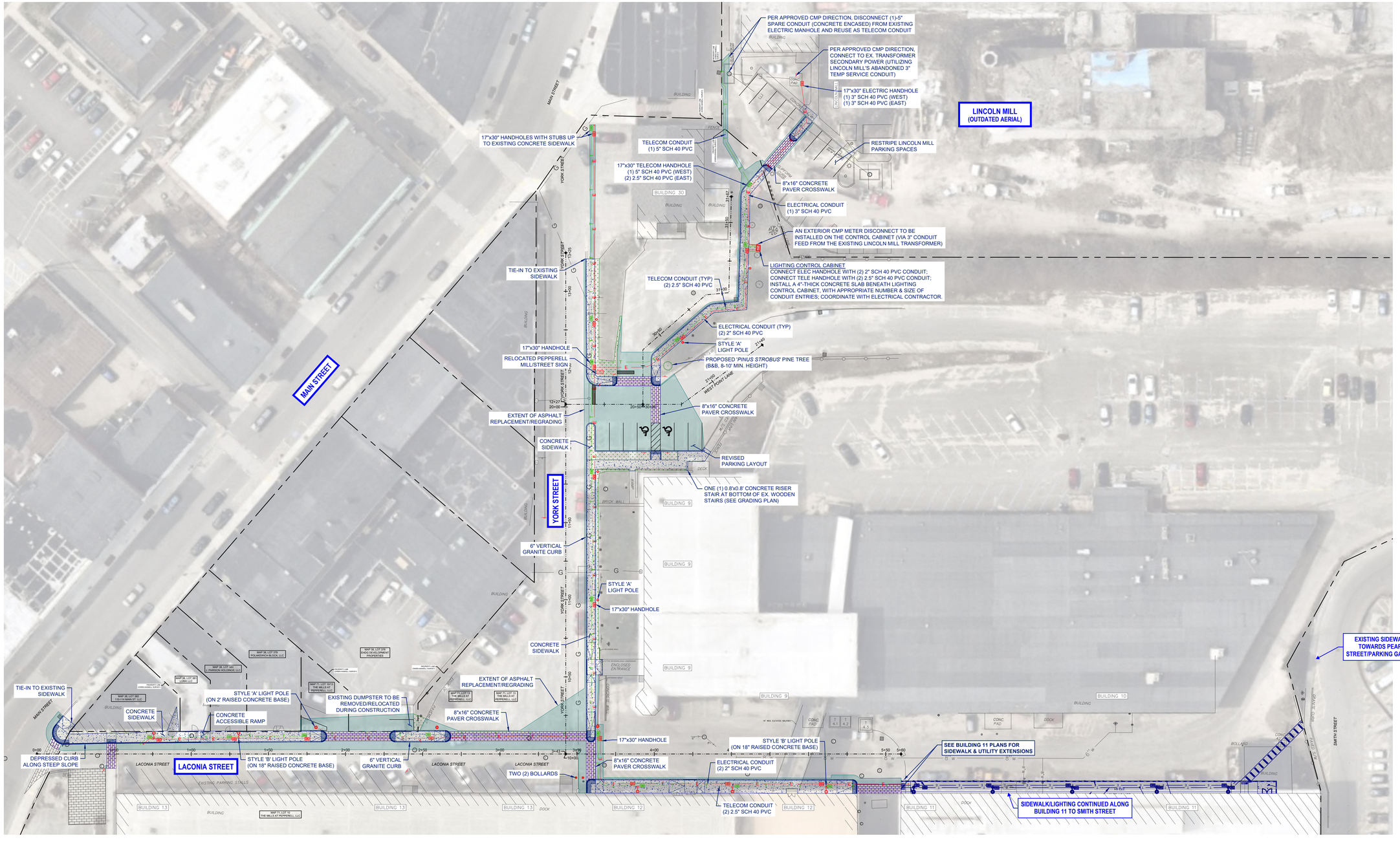
LEGEND

- GRANITE CURB
- TIPDOWN/TRANSITION CURB
- DEPRESSED CURB SECTION
- PARKING STRIPING
- SIGN
- STYLE 'A' LIGHT POLE
- STYLE 'A' LIGHT POLE ON 2' RAISED CONCRETE BASE
- STYLE 'B' LIGHT POLE ON 18" RAISED CONCRETE BASE
- CONCRETE ADA RAMP SECTION
- CONCRETE SIDEWALK
- 8"x16" PAVER CROSSWALK
- ASPHALT PAVEMENT
- LANDSCAPE AREA
- 2' WIDE CAST IRON DETECTABLE WARNING SURFACE
- (2)-2.5" SCH 40 PVC UNDERGROUND TELECOM CONDUIT AND HANDHOLE (UNLESS OTHERWISE NOTED)
- (2)-2" SCH 40 PVC UNDERGROUND ELECTRIC CONDUIT AND HANDHOLE (UNLESS OTHERWISE NOTED)

NOTES:

1. HORIZONTAL DATUM: NAD83 MAINE STATE PLANE, WEST, US FOOT (ME83-WF)
2. VERTICAL DATUM: NAVD88





GRAPHIC SCALE IN FEET
0 15 30 60

OVERALL SITE LAYOUT PLAN
SCALE: 1" = 30'

NOTE:

1. CONTRACTOR TO RESTORE/RESEED ANY DISTURBED PERVIOUS AREAS.
2. SEE DETAIL 3 ON SHEET C-501 FOR LIGHTPOLE CONDUIT CONNECTIONS.

No.	REVISIONS	DATE	BY

CITY OF BIDDEFORD, MAINE
ENGINEERING DEPARTMENT
205 MAIN STREET | P.O. BOX 586
BIDDEFORD, MAINE 04005
PHONE: 207-284-9118
WWW.BIDDEFORDMAINE.ORG

STATE OF MAINE
CRAIG R. CREKAN
08/29/2023
REGISTERED PROFESSIONAL ENGINEER

PROFESSIONAL CERTIFICATION
I HEREBY CERTIFY THAT THE DOCUMENTS WERE PREPARED OR APPROVED BY ME, AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MAINE.
REGISTRATION NUMBER: 13427
EXPIRATION DATE: 12/31/2023

DRAWING INFO			
DATE	08/29/2023	DESIGNED BY	CRC
SCALE	AS SHOWN	DRAWN BY	–
		CHECKED BY	–

OVERALL SITE LAYOUT PLAN

YORK-LACONIA STREET SIDEWALK IMPROVEMENTS

PREPARED FOR
PEPPERELL MILL CAMPUS
BIDDEFORD MAINE

SHEET NUMBER
C-300

Plotted By:Crekan, Craig Sheet Set:YORK-LACONIA STREET SIDEWALK IMPROVEMENTS Layout:OVERALL SITE LAYOUT PLAN August 29, 2023 07:49:13am X:\Task directory\2021\2021-020_york-laconia street sidewalk\CAD\Sheets\C-300 - York-Laconia - Overall Site Plan.dwg

YORK-LACONIA RIVERWALK SIDEWALK IMPROVEMENTS

BID TAB / APPROXIMATE SUMMARY OF QUANTITIES

		CITY'S DRAWINGS		PEPPERELL BLDG 11 DRAWINGS		DESIGN TOTAL		UNIT PRICE	COST
ITEM	NAME	QUANTITY	UNITS	QUANTITY	UNITS	QUANTITY	UNITS		
A	SITE PREP/DEMOLITION								
1	MOBILIZATION/TRAFFIC CONTROL	0.9	LS	0.1	LS	1	LS	$ 278,793.00	$ 278,793.00
2	INLET PROTECTION	8	EA	0	EA	8	EA	$ 125.00	$ 1,000.00
3	EROSION CONTROL/DUST CONTROL/STOCKPILE PROTECTION	0.9	LS	0.1	LS	1	LS	$ 13,450.00	$ 13,450.00
4	SITE DEMO	0.9	LS	0.1	LS	1	LS	$ 48,595.00	$ 48,595.00
B	SITE WORK								
5	8"x16" CROSSWALK PAVERS (W/ 5" SIDE STRIPING)	1650	SF	0	SF	1650	SF	$ 32.30	$ 53,295.00
6	DETECTABLE WARNING PLATES (CAST IRON)	210	SF	24	SF	234	SF	$ 125.00	$ 29,250.00
7	0.8'x0.8' CONCRETE STEP RISER (STA 20+80)	1	EA	0	EA	1	EA	$ 1,000.00	$ 1,000.00
8	REINFORCED CONCRETE SIDEWALK	6850	SF	1960	SF	8810	SF	$ 20.25	$ 178,402.50
9	ASPHALT PAVEMENT	8400	SF	0	SF	8400	SF	$ 16.25	$ 136,500.00
10	LOAM & SEED	2000	SF	0	SF	2000	SF	$ 1.70	$ 3,400.00
11A	PINE TREE (B&B, 8-10' MIN. HEIGHT); (STA 30+25)	1	EA	0	EA	1	EA	$ 1,500.00	$ 1,500.00
11B	PROTECTIVE PIPE BOLLARD (STA 3+50)	2	EA	0	EA	2	EA	$ 1,600.00	$ 3,200.00
C	STRIPING/SIGNAGE								
12	PEDESTRIAN SIGN (W11-2 MUTCD, 24"x24" YELLOW)	4	EA	0	EA	4	EA	$ 250.00	$ 1,000.00
13	STOP SIGN (R1-1 MUTCD, 30"x30" RED)	4	EA	0	EA	4	EA	$ 250.00	$ 1,000.00
14	ADA PARKING SIGN (R7-8 MUTCD)	2	EA	0	EA	2	EA	$ 225.00	$ 450.00
15	24" STOP BAR (WHITE THERMOPLASTIC)	2	EA	0	EA	2	EA	$ 1,500.00	$ 3,000.00
16	PARKING STALL STRIPING (WHITE THERMOPLASTIC)	16	SPACES	0	SPACES	16	SPACES	$ 400.00	$ 6,400.00
17	ADA PARKING STRIPING (LIGHT-BLUE THERMOPLASTIC)	2	SPACES	0	SPACES	2	SPACES	$ 1,200.00	$ 2,400.00
18	6' WIDE CROSSWALK STRIPING (BUILDING 11 TO SMITH ST)	0	LF	52	LF	52	LF	$ 15.00	$ 780.00
19	RELOCATE EXISTING SIGNAGE (STA 12+50; STA 20+65)	1	LS	0	LS	1	LS	$ 800.00	$ 800.00
D	CURBING								
20	VERTICAL GRANITE CURB (STRAIGHT SECTION)	700	LF	230	LF	930	LF	$ 50.35	$ 46,825.50
21	VERTICAL GRANITE CURB (10.0' RADII LOCATION)	2	EA	0	EA	2	EA	$ 526.75	$ 1,053.50
22	VERTICAL GRANITE CURB (6.0' RADII LOCATION)	1	EA	0	EA	1	EA	$ 478.25	$ 478.25
23	VERTICAL GRANITE CURB (3.0' RADII LOCATION)	1	EA	0	EA	1	EA	$ 740.85	$ 740.85
24	TRANSITION GRANITE CURB (STRAIGHT SECTION)	180	LF	18	LF	198	LF	$ 50.30	$ 9,959.40
25	TRANSITION GRANITE CURB (7.5' RADII LOCATION)	1	EA	0	EA	1	EA	$ 1,481.00	$ 1,481.00
26	DEPRESSED/FLUSH GRANITE CURB (STRAIGHT SECTION)	150	LF	0	LF	150	LF	$ 50.00	$ 7,500.00
27	DEPRESSED/FLUSH GRANITE CURB (7.5' RADII LOCATION)	1	EA	0	EA	1	EA	$ 1,015.00	$ 1,015.00
28	DEPRESSED/FLUSH GRANITE CURB (3.75' RADII LOCATION)	3	EA	0	EA	3	EA	$ 988.00	$ 2,964.00
29	DEPRESSED/FLUSH GRANITE CURB (3' RADII LOCATION)	7	EA	0	EA	7	EA	$ 430.00	$ 3,010.00
30	ASPHALT CURB (STA 20+60)	12	LF	0	LF	12	LF	$ 100.00	$ 1,200.00
E	UTILITIES								
31	17"x30" ELECTRIC HANDHOLE	16	EA	5	EA	21	EA	$ 1,100.00	$ 23,100.00
32	17"x30" TELECOM HANDHOLE	16	EA	5	EA	21	EA	$ 1,100.00	$ 23,100.00
33	STYLE 'A' LIGHT POLE (NON-RAISED CONCRETE BASE)	5	EA	0	EA	5	EA	$ 7,400.00	$ 37,000.00
34	STYLE 'A' LIGHT POLE (2' RAISED CONCRETE BASE)	3	EA	0	EA	3	EA	$ 7,400.00	$ 22,200.00
35	STYLE 'B' LIGHT POLE (18" RAISED CONCRETE BASE)	5	EA	5	EA	10	EA	$ 7,900.00	$ 79,000.00
36	LIGHTING CONTROL CABINET PACKAGE (STA 31+35)	1	EA	0	EA	1	EA	$ 12,600.00	$ 12,600.00
37	(2) 2" SCH 40 PVC CONDUIT (ELECTRIC)	1125	LF	250	LF	1375	LF	$ 34.00	$ 46,750.00
38	(1) 3" SCH 40 PVC CONDUIT (ELECTRIC)	140	LF	0	LF	140	LF	$ 39.00	$ 5,460.00
39	(2) 2.5" SCH 40 PVC CONDUIT (TELECOM)	1175	LF	250	LF	1425	LF	$ 36.00	$ 51,300.00
40	(1) 5" SCH 40 PVC CONDUIT (TELECOM)	100	LF	0	LF	100	LF	$ 48.00	$ 4,800.00
41	CONDUIT CONCRETE ENCASEMENT (SUBJECT TO VEHICLE LOADS)	440	LF	0	LF	440	LF	$ 22.50	$ 9,900.00
F	PROJECT CLOSEOUT								
42	AS-BUILT DRAWINGS	0.9	LS	0.1	LS	1	LS	$ 1,500.00	$ 1,500.00
								TOTAL COST	$ 1,157,153.00

*QUANTITIES PROVIDED ARE BEST ESTIMATES BASED ON CAD FILES. CONTRACTOR TO VERIFY QUANTITIES INDEPENDENTLY & NOTE ANY DISCREPENCIES.

Finance Committee

Meeting Date: November 21st, 2023
Meeting Time: 5:00 PM

Agenda Item No: 4.2.
Item Description: York-Laconia Street - Riverwalk Sidewalk Improvements

Submitted by: Jeff Demers (Public Works Director)
Craig Chekan, PE (City Engineer)
Tom Milligan, PE (City Engineer Emeritus)
Gail Wilkerson (HUD Housing Director)

Supporting Information/Documentation:

1. Overall Site Plan
2. Shaw Brothers Bid Tab

Executive Summary:

For the past three years, the Engineering Department has been designing, permitting, and coordinating a portion of the City's Riverwalk Master Plan that runs down York Street, Laconia Street, and through the Pepperell Mill campus.

After initially receiving no interested bidders for a Fall 2023 construction season, City Staff prepared and reissued a formal bid package in August for a March-July 2024 construction season. One bid was received from Shaw Brothers for $1,157,153 (which aligns with the City's construction estimate).

Detailed Review:

The City's Engineering Department surveyed and designed in-house a series of new sidewalks, pedestrian lighting, and ADA ramps for the York-Laconia Riverwalk Sidewalk project.

This section of the Riverwalk Master Plan will give pedestrians safe passage through the Pepperell Mill campus from Main Street to the Pearl Street Parking Garage, via York Street, Laconia Street, and the Lincoln Mill. See attached Overall Site Plan.

In accordance with the 2018 Joint Developer Agreement, this project has been closely coordinated with and approved by the Pepperell Mill and Lincoln Mill property owners. This project received unanimous approval from the Historic Preservation Commission on June 14th, 2023.

After initially receiving no interested bidders for a Fall 2023 construction season, City Staff prepared and reissued a formal bid package in August for a March-July 2024 construction season. One bid was received from Shaw Brothers for $1,157,153 (which aligns with the City's construction estimate).

A portion of this project will utilize CDBG funding.

Funding Source:

Total Estimated Project Cost = $1,250,000

- $1,157,153 for Shaw Brothers' bid
- $92,847 (8%) for change orders, RFIs, and inspection/administrative fees during construction

Funding for this $1,250,000 project will be as follows:

- $581,568.23 from Community Development Block Grant (CDBG) funds
- $668,431.77 from ~~400-32340-60610 Capital Expendit~~ures

Note: The reference to 400-32340-60610 is an expense code and is therefore an error. As per the August 31 Capital Funding Analysis (so called "5-boxes document") the proposed funding sources are CDBG $750,000, FEMA reassignment $250,000 and FY22 Surplus Reassignment $200,000 for an pre-bid estimate of $1,200,000. Due to CDBG spend-down requirements and timing the CDBG eligible expenses total is $581,568.23. The FEMA reassignment remains accurate at $250,000. The balance, $418,431.77 is proposed from the FY22 Surplus Reassignment (original $200,000 plus 218,431.77) for a requested total of $1,250,000.

Staff Recommendation:

Staff recommends to accept Shaw Brothers' '*York-Laconia Riverwalk Sidewalk Improvements Project*' bid of $1,157,153 and allot $92,847 (8%) for change orders, RFIs, and inspection/administrative fees – for a total amount of $1,250,000.

Finance Committee

Meeting Date: November 21th, 2023
Meeting Time: 5:00 PM

Agenda Item No: 4.3.
Item Description: Approval/Alfred Street CSO Project – Acceptance of Low Bid by D and C Construction Co., Inc. of Weymouth MA and Waterboro Maine

Submitted by: Tom Milligan, PE (City Engineer Emeritus)
Craig Chekan, PE (City Engineer)
Jeff Demers (Public Works Director)

Supporting Information/Documentation:

1. Bid Summary Results
2. Newspaper advertisement
3. Approved $2,000,000 DEP Grant
4. Locus Map
5. Location Map

Executive Summary:

a) The City is required by the Maine Department of Environmental Protection to reduce/eliminate Combined Sewer Overflows into the City's receiving waterbodies.
b) This project will separate the combined sewage now flowing in a single pipe into a two pipe system, one new pipe for conveying the stormwater component and the existing combined pipe system to convey the separated sewage component.
c) The City received 4 bids for the work.
d) The low unit cost bid was submitted by D and C Construction Co., Inc. in the amount of $1,985,636.00.

Detailed Review:

a) Project Timeline:
    i September 28, 2023: Invitation to Bid advertised in the Portland Press Herald.
    ii November 8, 2023: Bid Opened
    iii November 21, 2023: Bid Award (pending Council's and MeDEP approval)
    iv June 31, 2024: Construction Completion Deadline
b) The proposed CSO Project design as prepared by BH2M was recently approved by DEP.
c) The bid package and qualifications have been reviewed, compared against the bid documents, and are deemed acceptable.
d) D and C Construction Co. has constructed several projects within the City and they are deemed qualified to do the work.

Funding Source:

Total Estimated Project Cost $2,250,636:

- $1,985,636 for D&C Construction
- $265,000 for potential change orders, inspections, ledge removal, bypass pumping, unknowns and services during construction by the design engineers.

Funding for this $2,250,636 project will be as follows:

- $2,000,000 from the Me DEP's 2022 CWSRF grant to the City
- $250,636 from CSO Bond proceeds ~~account fund 400-32340-60610~~

Note: Reference to account 400-32340-60610 is an error. This is an expense code. The funding source is from the CSO bond proceeds.

Staff Recommendation:

- City Staff recommends that D and C Construction Co., Inc. be awarded the bid to construct the Alfred Street CSO Project for the unit cost bid amount of $1,985,636.00.
- Furthermore, Staff also recommends that an amount of $265,000 be authorized for potential change orders, inspections, ledge removal, bypass pumping, unknowns and services during construction by the design engineers.

Item No.	Description	Unit	D&C Construction Co.			Pratt & Sons, Inc.			Gorham Sand & Gravel			Dearborn Construction		
			Unit Cost	Quantity	Cost	Unit Cost	Quantity	Cost	Unit Cost	Quantity	Cost	Unit Cost	Quantity	Cost
1	SITE PREPARATION	LS	$95,000.00	1	$ 95,000.00	$ 175,000.00	1	$ 175,000.00	$ 159,071.00	1	$ 159,071.00	$ 224,930.00	1	$ 224,930.00
2	TEST PITS	EACH	$1,000.00	5	$ 5,000.00	$ 3,500.00	5	$ 17,500.00	$ 1,910.00	5	$ 9,550.00	$ 1,800.00	5	$ 9,000.00
3	TRAFFIC CONTROL	LS	$10,000.00	1	$ 10,000.00	$ 100,000.00	1	$ 100,000.00	$ 23,500.00	1	$ 23,500.00	$ 48,550.00	1	$ 48,550.00
4	EROSION AND SEDIMENT CONTROL	LS	$3,500.00	1	$ 3,500.00	$ 100,000.00	1	$ 100,000.00	$ 5,000.00	1	$ 5,000.00	$ 41,775.00	1	$ 41,775.00
5	2 FT SQ (TYPE F) CATCH BASIN	EACH	$3,100.00	12	$ 37,200.00	$ 5,000.00	12	$ 60,000.00	$ 4,385.00	12	$ 52,620.00	$ 5,360.00	12	$ 64,320.00
6	4 FT DIAMETER CATCH BASIN	EACH	$3,900.00	3	$ 11,700.00	$ 8,000.00	3	$ 24,000.00	$ 5,497.00	3	$ 16,491.00	$ 5,590.00	3	$ 16,770.00
7	6 FT DIAMETER CATCH BASIN	EACH	$5,500.00	1	$ 5,500.00	$ 7,500.00	1	$ 7,500.00	$ 7,012.00	1	$ 7,012.00	$ 7,420.00	1	$ 7,420.00
8	4 FT DIAMETER DRAIN MANHOLE	EACH	$7,200.00	1	$ 7,200.00	$ 17,500.00	1	$ 17,500.00	$ 9,435.00	1	$ 9,435.00	$ 16,705.00	1	$ 16,705.00
9	6 FT DIAMETER DRAIN MANHOLE	EACH	$10,100.00	6	$ 60,600.00	$ 17,500.00	6	$ 105,000.00	$ 13,413.00	6	$ 80,478.00	$ 22,430.00	6	$ 134,580.00
10	CORE DRILL STRUCTURE	EACH	$1,200.00	5	$ 6,000.00	$ 2,500.00	5	$ 12,500.00	$ 2,100.00	5	$ 10,500.00	$ 2,230.00	5	$ 11,150.00
11	6" DRAIN SERVICE	EACH	$10,000.00	22	$ 220,000.00	$ 5,000.00	22	$ 110,000.00	$ 4,930.00	22	$ 108,460.00	$ 4,875.00	22	$ 107,250.00
12	12" STORM DRAIN	LF	$335.00	49	$ 16,415.00	$ 400.00	49	$ 19,600.00	$ 185.20	49	$ 9,074.80	$ 184.00	49	$ 9,016.00
13	15" STORM DRAIN	LF	$300.00	331	$ 99,300.00	$ 400.00	331	$ 132,400.00	$ 282.00	331	$ 93,342.00	$ 207.00	331	$ 68,517.00
14	24" STORM DRAIN	LF	$340.00	208	$ 70,720.00	$ 500.00	208	$ 104,000.00	$ 302.00	208	$ 62,816.00	$ 284.00	208	$ 59,072.00
15	36" STORM DRAIN	LF	$433.00	447	$ 193,551.00	$ 600.00	447	$ 268,200.00	$ 379.00	447	$ 169,413.00	$ 413.00	447	$ 184,611.00
16	42" STORM DRAIN	LF	$530.00	10	$ 5,300.00	$ 1,000.00	10	$ 10,000.00	$ 1,137.00	10	$ 11,370.00	$ 1,180.00	10	$ 11,800.00
17	48" STORM DRAIN	LF	$530.00	915	$ 484,950.00	$ 650.00	915	$ 594,750.00	$ 614.00	915	$ 561,810.00	$ 538.00	915	$ 492,270.00
18	ABANDON PIPE AND STRUCTURES	LS	$10,000.00	1	$ 10,000.00	$ 20,000.00	1	$ 20,000.00	$ 11,039.95	1	$ 11,039.95	$ 20,100.00	1	$ 20,100.00
19	LOAM & SEED	SY	$100.00	50	$ 5,000.00	$ 35.00	50	$ 1,750.00	$ 11.00	50	$ 550.00	$ 65.00	50	$ 3,250.00
20	TRENCH CAP (PAVEMENT)	LF	$48.00	2250	$ 108,000.00	$ 140.00	2250	$ 315,000.00	$ 53.75	2250	$ 120,937.50	$ 64.50	2250	$ 145,125.00
21	SIDEWALK REPAIR	LF	$60.00	315	$ 18,900.00	$ 300.00	315	$ 94,500.00	$ 221.50	315	$ 69,772.50	$ 147.50	315	$ 46,462.50
22	RESET CURB	LF	$30.00	400	$ 12,000.00	$ 75.00	400	$ 30,000.00	$ 40.00	400	$ 16,000.00	$ 80.50	400	$ 32,200.00
23	RELOCATE WATER SERVICES	EACH	$10,600.00	9	$ 95,400.00	$ 4,500.00	9	$ 40,500.00	$ 4,393.00	9	$ 39,537.00	$ 4,830.00	9	$ 43,470.00
24	RELOCATE WATER MAIN (4" PIPE OR GREATER)	EACH	$18,500.00	4	$ 74,000.00	$ 10,000.00	4	$ 40,000.00	$ 23,612.00	4	$ 94,448.00	$ 14,700.00	4	$ 58,800.00
25	STORM DRAIN PIPE LINING	LF	$200.00	800	$ 160,000.00	$ 200.00	800	$ 160,000.00	$ 177.00	800	$ 141,600.00	$ 204.00	800	$ 163,200.00
26	**REMOVED**													
27	5 FT DIAMETER CATCH BASIN	EACH	$5,550.00	3	$ 16,650.00	$ 17,000.00	3	$ 51,000.00	$ 11,850.00	3	$ 35,550.00	$ 15,450.00	3	$ 46,350.00
28	TRAFFIC CONTROL - FLAGGERS	HOUR	$50.00	1950	$ 97,500.00	$ 55.00	1950	$ 107,250.00	$ 58.90	1950	$ 114,855.00	$ 51.50	1950	$ 100,425.00
29	TRAFFIC CONTROL - UNIFORMED POLICE OFFICER	HOUR	$100.00	75	$ 7,500.00	$ 100.00	75	$ 7,500.00	$ 100.00	75	$ 7,500.00	$ 100.00	75	$ 7,500.00
30	TRAFFIC CONTROL - POLICE CRISER	HOUR	$75.00	75	$ 5,625.00	$ 75.00	75	$ 5,625.00	$ 75.00	75	$ 5,625.00	$ 75.00	75	$ 5,625.00
31	TRAFFIC CONTROL - UNIFORMED POLICE OFFICER WITH CRUISER	HOUR	$175.00	75	$ 13,125.00	$ 175.00	75	$ 13,125.00	$ 175.00	75	$ 13,125.00	$ 175.00	75	$ 13,125.00
32	COBBLE TRENCH CAP (CONCRETE)	LF	$80.00	250	$ 20,000.00	$ 225.00	250	$ 56,250.00	$ 60.00	250	$ 15,000.00	$ 288.50	250	$ 72,125.00
33	REMOTE TROLLY TRACK RAILS	LF	$50.00	200	$ 10,000.00	$ 150.00	200	$ 30,000.00	$ 20.00	200	$ 4,000.00	$ 40.00	200	$ 8,000.00
				TOTAL	$ 1,985,636.00		TOTAL	$ 2,830,450.00		TOTAL	$ 2,079,482.75		TOTAL	$ 2,273,493.50

Portland Press Herald
EST 1862
Maine Sunday Telegram
pressherald.com

Classified Advertising Proof

Marsha Forrest
Bh2m Engineers
380 B Main Street

Gorham
ME
04038
(207) 839-2771
mforrest@bh2m.com

Thank you for placing your advertisement with us.

Your order information and a preview of your advertisement are attached below for your review. If there are changes or questions, please contact the classified department at (207) 791-6100

Thank you

(207) 791-6100 jjensen@mainetoday.com Monday – Friday 8:00 am – 5pm

Order Number	**0456464**	Order Price	**$965.80**
Sales Rep.	**Joan Jensen**	PO No.	**Invitation-Alfred and Summer Street / Marsha Forrest**
Account	**150427**	Payment Type	**Invoice**

Publication	**Portland Press Herald**	Number of dates	**1**
First Run Date	**09/28/2023**	Last Run Date	**09/28/2023**

Publication	**Online Upsell PPH**	Number of dates	**1**
First Run Date	**09/28/2023**	Last Run Date	**09/28/2023**

Public Notice

INVITATION TO BID

The City of Biddeford will receive sealed bids for the Alfred Street and Summer Street Sewer Separation Project until **2:00 p.m.** prevailing local time on October 25, 2023 at the Biddeford City Hall, 205 Main Street, 3rd floor - Engineering Dept., Biddeford, Maine 04005. Bid documents shall be in clearly marked sealed envelopes titled Alfred Street and Summer Street Sewer Separation Project. All bids will be opened and read aloud at the Biddeford City Hall at 2:00 pm on October 25. 2023. Bids shall be hand delivered to the

City prior to the bid opening as described above. The project is currently scheduled to be awarded on November 7, 2023 at the City Council Meeting.

Work associated with the project will generally include installation of storm drain and catch basins on Alfred Street, from Main Street to Summer Street, and Summer Street from Alfred Street to Foss Street. All work associated with the project shall commence no earlier than April 1, 2024, unless allowed earlier by the City and shall be completed by June 28, 2024.

A copy of the Contract Documents for the work may be examined at the Design Engineer's office, or City Hall, 205 Main Street, Biddeford, Maine 04005 after September 28, 2023. A copy of the contract documents may be purchased from the design engineer's office BH2M, 380B Main Street, Gorham, Maine upon the deposit of $100.00 ($110.00 if mailed) in cash or check made payable to BH2M. No refund. If contractor prefers electronic copies, they can be received by (as a pdf file for a fee of $50.00) contacting the design engineer's office as described below. Submit all questions in writing no later than 7 days prior to the bid opening to the attention of: Chris MacDonald @ (207)839-2771, e-mail: cmacdonald@bh2m.com.

A bid must be accompanied by Bid security made payable to Owner in an amount of 5% of Bidder's maximum bid price and in the form of a certified check or Bid bond issued by surety meeting the requirements of the General Conditions.

This contract is expected to be funded in whole or in part by the State of Maine Department of Environmental Protection (DEP) Clean Water State Revolving Loan Fund (CWSRF) program. Neither the State of Maine nor any of its departments, agencies, or employees is or will be a party to this contract.

The contractor must comply with the Disadvantaged Business Enterprises (DBE) requirements contained in the CWSRF Supplementary Conditions. The contractor must comply with all Federal Requirements per the CWSRF Supplementary Conditions. The contractor must comply with the use of American Iron and Steel requirements per the CWSRF Supplementary Conditions. The contractor must comply with the Davis-Bacon Related Act per the CWSRF Supplementary Conditions. All laborers and

Supplementary Conditions. All laborers and mechanics employed by the contractor and subcontractors on this project shall not be paid less than the prevailing wage rates contained in the wage determination published in the bidding documents, or as may be determined by Davis-Bacon or existing State of Maine wage rates, whichever is greater. The successful bidder shall be required to furnish a performance bond and payment bond each for 100% of the contract price. All bidders shall be on the Maine DOT Prequalified Contractor List.

The Owner reserves the right to reject any or all Bids, to waive any technical or legal deficiencies, to accept any Bid that it may deem to be in the best interests of the Owner, to negotiate the contract Price with any Bidder, and to omit any item or items deemed advisable for the interest of the Owner.

Milligan, Tom

From: Lamontagne, Danica
Sent: Tuesday, October 3, 2023 12:58 PM
To: Milligan, Tom
Cc: Chekan, Craig
Subject: RE: Posting for City Web Site

Good afternoon Tom,

I've posted the Invitation to Bid here: https://www.biddefordmaine.org/4524/RFB---Alfred-Street-CSO.

Thanks,
Danica

From: Milligan, Tom <Tom.Milligan@Biddefordmaine.org>
Sent: Tuesday, October 3, 2023 12:18 PM
To: Lamontagne, Danica <Danica.Lamontagne@Biddefordmaine.org>
Cc: Chekan, Craig <Craig.Chekan@Biddefordmaine.org>
Subject: Posting for City Web Site

Hi Danica
Would you please post this bid add on the city web site
Thank you
Tom

Tom Milligan, PE, PLS, SE
City of Biddeford | P.O. Box 586, Biddeford, ME 04005
207-571-0638| tom.milligan@biddefordmaine.org *(Office Hours: Mon-Thu, Closed Fri)*

STATE OF MAINE
DEPARTMENT OF ENVIRONMENTAL PROTECTION

JANET T. MILLS
GOVERNOR

MELANIE LOYZIM
COMMISSIONER

APPLICANT AGREEMENT TO COMPLY WITH 2022 CLEAN WATER STATE REVOLVING FUND (CWSRF) REQUIREMENTS (Affordability Principal Forgiveness-CWSRF and BIL)

Applicant: **City of Biddeford**

Project Name: **Alfred St. Sewer Separation - Phase I, Main St. to Pool St.**

This year, the Department received funds from the Bipartisan Infrastructure Law (BIL) to be directed towards wastewater infrastructure projects. The supplemental CWSRF allotment, which requires 49% Principal Forgiveness (PF), is awarded under the same conditions as PF for the base CWSRF, including an investment in a loan through the Maine Municipal Bond Bank, but the Department lowered the affordability ranking so that we might be able to support additional communities.

The Affordability Principal Forgiveness we are offering is identified in the table entitled "*CWSRF 2022 DRAFT Offer Ranking*" (attached) and detailed below. Your Affordability Principal Forgiveness Ratio is **70.39%**. That means that this project is eligible to receive **70.39%** of the borrowed amount in loan principal forgiveness up to, but not exceeding, the maximum Affordability Principal Forgiveness amount set by Maine DEP.

The Department is offering the following funding package for this project, subject to available CWSRF funding and loan approval by the Maine Municipal Bond Bank:

Project Cost	$1,873,400
Requested Loan Amount	$1,807,400
Affordability Principal Forgiveness-CWSRF	**($)1,000,000**
Affordability Principal Forgiveness-BIL	**($)807,400**
CWSRF Loan Payback Amount	**$0**

Please keep in mind that this offer is based on the information submitted in your request for funding and is subject to change if you receive additional funding from another source or agency or reduce the estimated CWSRF borrowing. If either of these occur, that information will be used to revise your CWSRF User Rate Calculator and your Affordability Principal Forgiveness Ratio, which could result in an adjustment to the Affordability Principal Forgiveness offered.

Capital Project with Affordability Principal Forgiveness - CWSRF. (check one)

☒ We agree to apply for assistance for the project listed above and identified in the table entitled "*CWSRF 2022 DRAFT Offer Ranking*" and to enter into a binding loan commitment with the Maine Municipal Bond Bank for this project by September 30, 2023 in order to receive loan principal forgiveness. We agree to certify that we have implemented a fiscal sustainability plan in accordance with the Department's *Clean Water State Revolving Fund (CWSRF) Requirements and Guidance for a Fiscal Sustainability Plan (FSP), DEPLW1274-C-2018,* and to certify that the project meets the *Clean Water State Revolving Fund (CWSRF) Cost and Effectiveness Analysis Requirements and Guidance, DEPWQ1280-A-2017,* (see attached).

OR

☐ We choose not to apply for a loan for the project listed above and identified in the table entitled "*CWSRF 2022 DRAFT Offer Ranking.*"

Capital Project with Affordability Principal Forgiveness - BIL. (check one)

☒ We agree to apply for assistance for the project listed above and identified in the table entitled "*CWSRF 2022 DRAFT Offer Ranking*" and to enter into a binding loan commitment with the Maine Municipal Bond Bank for this project by September 30, 2023 in order to receive loan principal forgiveness. We agree to certify that we have implemented a fiscal sustainability plan in accordance with the Department's *Clean Water State Revolving Fund (CWSRF) Requirements and Guidance for a Fiscal Sustainability Plan (FSP), DEPLW1274-C-2018,* and to certify that the project meets the *Clean Water State Revolving Fund (CWSRF) Cost and Effectiveness Analysis Requirements and Guidance, DEPWQ1280-A-2017,* (see attached).

OR

☐ We choose not to apply for a loan for the project listed above and identified in the table entitled "*CWSRF 2022 DRAFT Offer Ranking.*"

Authorized Representative Name: THOMAS MILLIGAN Title: CITY ENGINEER

Signature: Thomas Milligan Date: 5/5/22

Please submit the Applicant Intent to Apply form by 5:00 pm, Friday, May 6, 2022. Please e-mail the form to Maine.CWSRF.Grants@maine.gov (fax available (207) 287-3435). If there are any comments or questions, please email the SRF team at the above address or contact Brandy Piers at (207) 287-6093.

STATE OF MAINE
DEPARTMENT OF ENVIRONMENTAL PROTECTION

JANET T. MILLS
GOVERNOR

MELANIE LOYZIM
COMMISSIONER

APPLICANT AGREEMENT TO COMPLY WITH 2022 CLEAN WATER STATE REVOLVING FUND (CWSRF) REQUIREMENTS (Affordability Principal Forgiveness-CWSRF Form)

Applicant: **City of Biddeford**

Project Name: **Alfred Street Sewer Separation-Phase II, Pool St. to Summer St.**

The Affordability Principal Forgiveness we are offering is identified in the table entitled "*CWSRF 2022 DRAFT Offer Ranking*" (attached) and detailed below. Your Affordability Principal Forgiveness Ratio is **70.39%**. That means that this project is eligible to receive **70.39%** of the borrowed amount in loan principal forgiveness up to, but not exceeding, the maximum Affordability Principal Forgiveness amount set by Maine DEP.

The Department is offering the following funding package for this project, subject to available CWSRF funding and loan approval by the Maine Municipal Bond Bank:

Project Cost	$787,750
Requested Loan Amount	$687,750
Affordability Principal Forgiveness-CWSRF	**($)192,600**
CWSRF Loan Payback Amount	**$495,150**

Please keep in mind that this offer is based on the information submitted in your request for funding and is subject to change if you receive additional funding from another source or agency or reduce the estimated CWSRF borrowing. If either of these occur, that information will be used to revise your CWSRF User Rate Calculator and your Affordability Principal Forgiveness Ratio, which could result in an adjustment to the Affordability Principal Forgiveness offered.

AUGUSTA
17 STATE HOUSE STATION
AUGUSTA, MAINE 04333-0017
(207) 287-7688FAX: (207) 287-7826
RAY BLDG., HOSPITAL ST.

BANGOR
106 HOGAN ROAD
BANGOR, MAINE 04401
(207) 941-4570 FAX: (207) 941-4584

PORTLAND
312 CANCO ROAD
PORTLAND, MAINE 04103
(207) 822-6300 FAX: (207) 822-6303

PRESQUE ISLE
1235 CENTRAL DRIVE, SKYWAY PARK
PRESQUE ISLE, MAINE 04769-2094
(207) 764-0477 FAX: (207) 760-3143

web site: www.maine.gov/dep

Capital Project with Affordability Principal Forgiveness - CWSRF. (check one)

☒ We agree to apply for assistance for the project listed above and identified in the table entitled "*CWSRF 2022 DRAFT Offer Ranking*" and to enter into a binding loan commitment with the Maine Municipal Bond Bank for this project by September 30, 2023 in order to receive loan principal forgiveness. We agree to certify that we have implemented a fiscal sustainability plan in accordance with the Department's *Clean Water State Revolving Fund (CWSRF) Requirements and Guidance for a Fiscal Sustainability Plan (FSP), DEPLW1274-C-2018,* and to certify that the project meets the *Clean Water State Revolving Fund (CWSRF) Cost and Effectiveness Analysis Requirements and Guidance, DEPWQ1280-A-2017,* (see attached).

OR

☐ We choose not to apply for a loan for the project listed above and identified in the table entitled "*CWSRF 2022 DRAFT Offer Ranking*".

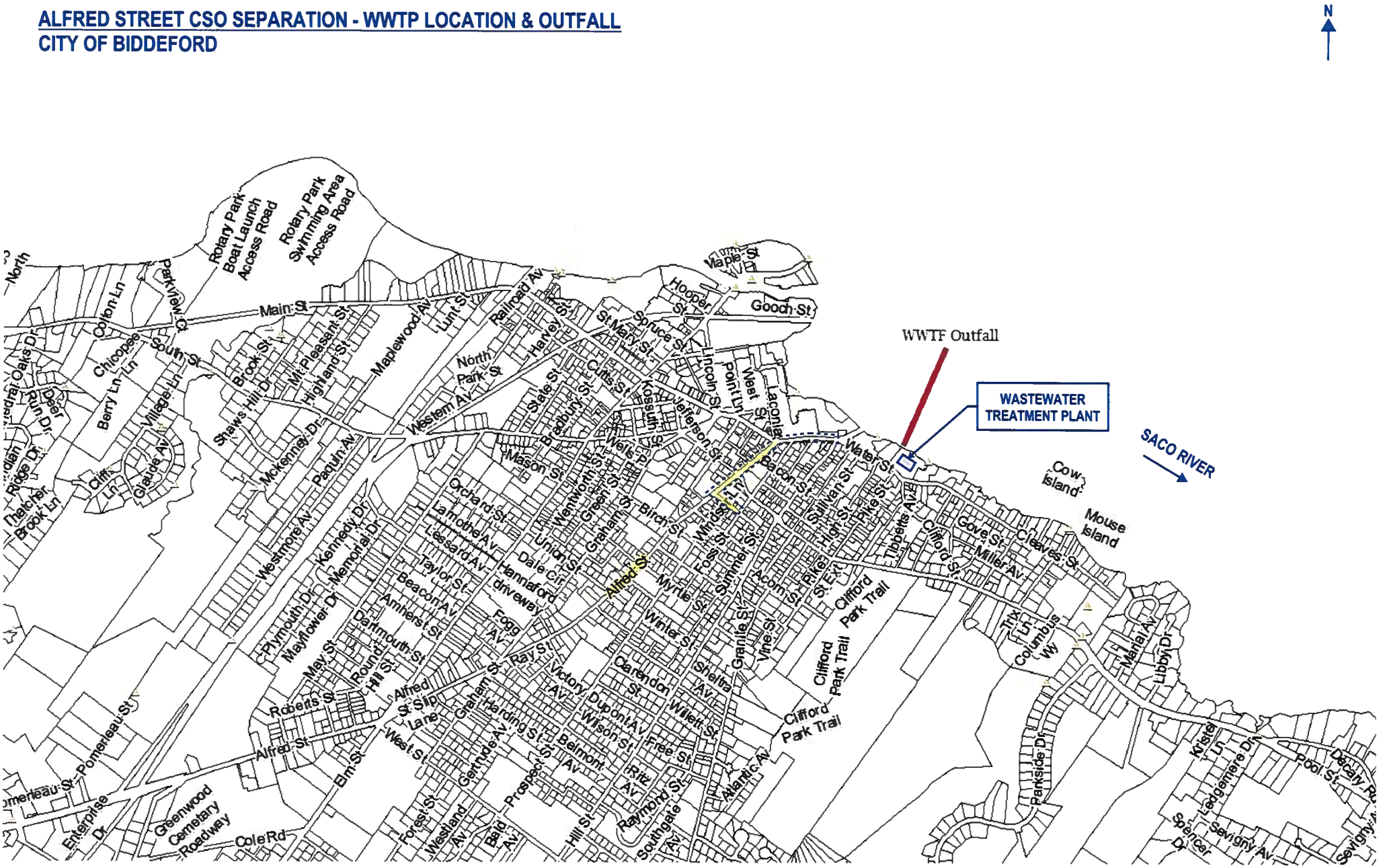
Authorized Representative Name: THOMAS MILLIGAN Title: CITY ENGINEER

Signature: Thomas Milligan Date: 5/5/22

Please submit the Applicant Intent to Apply form by 5:00 pm, Friday, May 6, 2022. Please e-mail the form to Maine.CWSRF.Grants@maine.gov (fax available (207) 287-3435). If there are any comments or questions, please email the SRF team at the above address or contact Brandy Piers at (207) 287-6093.

ALFRED STREET CSO SEPARATION - PROJECT LOCATION MAP
CITY OF BIDDEFORD

ALFRED STREET CSO SEPARATION - WWTP LOCATION & OUTFALL
CITY OF BIDDEFORD



Finance Committee

Meeting Date: November 21, 2023
Meeting Time: 5:00 pm

Agenda Item No: 4.4.
Item Description: Approval/State of Maine Department of Transportation Cooperative Agreement for Multi-Project Design Cost Sharing for Proposed Improvements to Multiple Elm Street Segments Biddeford, Maine

Submitted by: James Bennett

Supporting Information/Documentation:

State of Maine Department of Transportation (MDOT) Cooperative Agreement for Multi-Project Design Cost Sharing for Proposed Improvements to Multiple Elm Street Segments Biddeford, Maine. This is a three party agreement between MDOT, the Portland Area Comprehensive Transportation System (PACTS) and City of Biddeford.

Key Terms:

Not Applicable

Executive Summary:

The Proposed MDOT Cooperative Agreement supports proceeding with "complete streets" design work for the Elm Street/Route One Corridor from Main Street to the Biddeford/Saco line. The Proposed Cooperative Agreement is needed to support future use of a federal $7.8 million dollar Congressional Directed Spending grant commitment along with other local, state and federal funds to make improvements to the downtown Elm Street corridor.

Detailed Review:

The Cooperative Agreement covers the design work for the Elm Street Corridor from Main Street to the Biddeford/Saco municipal line. The design work will include a "complete streets" approach to improving pedestrian, bicycle and vehicle safety. The proposed future construction project is broken up into three phases which include:

Phase One. Elm Street from Main Street to existing Railroad Bridge.

Phase Two. Lincoln Street improvements beginning at the Lincoln/Pearl Street intersection extending to Elm Street including improvements along Pearl Street to Elm Street and the proposed realignment of Pearl Street to create a signalized four-way intersection with Elm and Spruce Streets.

Phase Three. Improvements to Elm Street beginning at the railroad bridge extending to the Elm and Pine Street intersection.

Funds available to support future Corridor construction include a $7.8 million dollar federal grant secured with MDOT and US Senator Collins assistance through the 2022 Congressional Directed Spending Program. Additional estimated funds are expected to be available from three large downtown private sector development projects (Upper Falls Road under construction, Fathom Companies Pearl Street and One Diamond) through Project MDOT Traffic Movement Permits and additional PACTS funding leveraged with city funds. *Separate city approvals are required to support future transportation construction project investments.*

Funding Source:

No new municipal financial appropriation is needed to approve this Cooperative Agreement. The City of Biddeford's previous financial commitment of $50,000 to support preliminary engineering design work associated with the PACTS Lincoln Street Area Project is being assigned to the Elm Street Cooperative Agreement. The City's previous financial commitment of $50,000 will leverage $1 million from MDOT federal and state funds along with $150,000 in PACTS funds for a total cost of $1.2 million.

Staff Recommendation:

City staff recommends that the City Council authorize the City Manager to sign the State of Maine Department of Transportation Cooperative Agreement for the Multi-Project Design Cost Sharing for Proposed Improvements to Multiple Elm Street Segments Biddeford, Maine.

MaineDOT use only
TEDOCS #: Insert TEDOCS #
CTM #: Insert CTM #
CSN #: Insert CSN #
PROGRAM: Bureau of Planning

(Receivable Agreement)

Receivable Party: • Municipality of Biddeford	**Agreement Begin Date:** Upon full execution
Vendor Number: • Municipality: _____	**Agreement Completion Date:** Estimated
Funding Sources (WIN: _____): • Federal Share: $750,000.00 • MaineDOT Share: $250,000.00 • PACTS Share (using federal funds): $150,000.00 • Municipality Share: $50,000.00	**Estimated Total Project Design Cost:** $1,200,000.00
CSN#:	**Agreement Receivable Amounts:** Municipality Share: $50,000.00
AMS Advantage #:	**Program:** Planning

NOTE: The information in the table above is for administrative purposes only and is not a legal component of the attached agreement.

Administrative Cover Page
Cooperative Agreement
Biddeford, Elm Street Segments – Project Design
(contract begins on following page)

State of Maine
DEPARTMENT OF TRANSPORTATION
COOPERATIVE AGREEMENT

For Multi-Project Design Cost Sharing for Proposed Improvements to Multiple Elm Street Segments Biddeford, Maine

This Cooperative Agreement (the "Agreement") is entered into by and between the **Maine Department of Transportation,** an agency of state government with its headquarters located at 2 Child Street, Augusta, Maine ("MaineDOT"), the **City of Biddeford**, a municipal corporation with its principal administrative offices located at 205 Main Street, Biddeford, Maine (the "Municipality"), and the **Portland Area Comprehensive Transportation System**, the designated Metropolitan Planning Organization for the Portland Urbanized Area with offices located at 970 Baxter Boulevard, Portland, Maine ("PACTS") (MaineDOT, the Municipality, and PACTS are collectively referred to as the "Parties" or sometimes a "Party").

RECITALS

A. MaineDOT, through its partnership with Maine's Metropolitan Planning Organizations ("MPOs"), is charged with managing and disbursing MPO state and federal funds to support capital improvement projects programmed by the MPOs. PACTS is MaineDOT's MPO partner for the Portland Urbanized Area, which includes the City of Biddeford.

B. MaineDOT applied for and was awarded $7,800,000 of Congressionally Directed Spending (CDS) in the FY 2023 Federal Appropriations Bill for design, right of way, and construction of Elm Street improvements in the City of Biddeford. The CDS funding must be obligated on or before September 30, 2026, and expended on or before September 30, 2031.

C. The Parties have identified three segments along Elm Street that are collective candidates for improvement using the CDS funds (the "Project Phases"). The proposed Project Phases are further set out in the *Scope of Work* section of this Agreement.

D. The work that is the subject of this Agreement consists of full design of all three Project Phases (the "Project Design"). Although all three Project Phases will be designed together under this Agreement, nothing in this Agreement is intended to obligate the Parties to advance any Project Phase to construction. When and if the Parties allocate additional funding to a Project Phase, that Phase will advance to construction and a separate construction cost-sharing agreement will be entered into by the affected Parties.

E. Additionally, MaineDOT is aware of several developer projects in the Elm Street vicinity that are, or will soon be, in the process of filing for Traffic Movement Permits (the "Developer Projects"). The Traffic Movement Permits will likely require various levels of mitigation for a Developer Project's traffic impacts, which could be in the form of

developer-funded construction improvements affecting the Project Phases or in-lieu monetary contributions that could be applied toward the costs of constructing a Project Phase. Therefore, construction funding needs may be influenced by these Developer Projects, resulting in possible downward adjustments of the Parties' construction shares.

F. Lastly, the Parties previously allocated preliminary engineering funding for an Elm Street project, beginning at St. Mary Street and extending to Lincoln Street (the "St. Mary to Lincoln Elm Street PACTS Project") through execution of a three-party cooperative agreement dated _____, obligating $150,000 of PACTS' federal allocations and $50,000 in funding from the Municipality (the "St. Mary to Lincoln Elm Street Agreement"). Because one of the Project Phases encompasses the general area covered by the St. Mary to Lincoln Elm Street PACTS Project, the Parties have agreed to abandon the St. Mary to Lincoln Elm Street Agreement in exchange for the terms of this Agreement.

G. This Agreement is intended to cover the roles and responsibilities of the Parties during Project Design, and to establish the financial obligations of each Party through Project Design with the intention to advance selected Project Phases to the construction phase where CDS funding will then be applied.

AGREEMENT

NOW, THEREFORE, in accordance with the foregoing, the Parties agree as follows:

1. Appendices:

The following appendices are hereby incorporated into this Agreement:

- Appendix A – Aerial depiction of Elm Street Project Overview, Phases 1, 2, and 3
  Appendix B – Anticipated Construction Funding Shares for Project Phases

  Appendix C - Current Developer Projects that have been awarded or currently in processes of Traffic Movement Permits

1. **Scope of Work:**

a. The scope of work for this Agreement shall include full design of all Project Phases up to but not including construction. The three identified Project Phases are described as follows, and further depicted on **Appendix A**, attached hereto:

i. Project Phase No. 1: Includes improvements along US Route One/Elm Street (Elm Street), beginning at the Elm Street/Main Street intersection, extending northeasterly along Elm Street approximately 1100 feet, and ending at the south side of the existing railroad bridge (MaineDOT Bridge No. 1351). The proposed scope also includes full design of intersection improvements at the intersections of Elm Street and Main Street, St. Mary's Street, Pearl Street, Spruce Street,

Thornton Avenue, Lincoln Street, Hooper Street, South Street, Diamond Street/Upper Falls Road, and Pine Street.

ii. Project Phase No. 2: Includes improvements along Lincoln Street, beginning at the Lincoln Street/Pearl Street intersection and proceeding northerly approximately 330 feet to Elm Street. This phase also includes roadway improvements along Pearl Street, beginning at the Lincoln Street/Pearl Street intersection, extending westerly approximately 390 feet to Elm Street. This work will include the realignment of Pearl Street to create a signalized four-way intersection with Elm Street and Spruce Street.

iii. Project Phase No. 3: Includes improvements along Elm Street, beginning at the northerly end of Project Phase No. 1 (at the referenced railroad bridge), extending northerly along Elm Street approximately 600 feet, and then over MaineDOT Bridge No. 3080, to the Elm Street/Pine Street intersection. This phase includes improvements to the Elm Street/ Diamond Street/ Upper Falls Road intersection and the Elm Street/Pine Street intersection. It does not include improvements beyond what is needed to configure these two intersections.

b. The design process will consider the Municipality's desire to incorporate the following elements into all Project Phases (unless otherwise noted); however, due to space limitations and other constraints, the Parties acknowledge that it may not be practical or cost effective to incorporate all elements into the final design.

- Install sidewalks on both sides of street, seven (7) feet in width with five (5) foot clearance around light poles;
- Include twelve (12) foot travel lanes with shared bike lane striping or possible dedicated bike lanes in center of street;
- Include eleven (11) foot center turning lanes with vegetated island;
- Perform Property acquisition as required;
- Relocate hydrants out of sidewalks;
- Install new streetlights;
- Coordinate with natural gas utility replacement or upgrades;
- Integrate planned attributes of the St. Mary to Lincoln Elm Street PACTS Project;
- Design Lincoln Street from Pearl Street to Elm intersections to support bus transit activity to create a mass transit hub adjacent to new downtown 600 space parking garage; and
- Consider the conceptual cross-sectional template that has been provided to MaineDOT by the Municipality.

c. The Scope of Work also includes all Project activities that are outside of the scope of any consultant design contract and performed by or on behalf of any Party as appropriate, including without limitation the following:

i. Permitting activities and fees;

ii. all related staff engineering costs, including those set out in the *Project Design Development* section of this Agreement.

d.

2. Project Cost Sharing and Payment Schedule:

a. **Financial Obligations:** The total estimated cost of the Project Design is $1,200,000.00 (the "Project Design Estimate"). The Parties agree to share in all actual, eligible costs associated with Project Design (the "Project Design Costs") in accordance with the allocations outlined below (each being a "Party Share") unless otherwise agreed to in writing by the Parties through a written modification to this Agreement.

i. **Federal Share** – (provided through MaineDOT federal formula funds) – eligible Project Design Costs up to a maximum of $750,000.00.

ii. **PACTS Share** – (provided through PACTS federal formula funds) – 12.5% of eligible Project Design Costs up to a maximum of $150,000.00.

iii. **State Share** (provided through state funds) – 20.84% of eligible Project Design Costs, up to a maximum of $250,000.00.

iv. **Municipal Share** (provided through the Municipality's obligation of funds) – 4.16% of the following Project Design Costs, estimated at $50,000.00 (the "Estimated Municipal Share"):

A. Any costs deemed ineligible for federal and state participation.

B. All actual Project Design Costs remaining after the above referenced Party Shares have been maximized.

Payment Schedule:

v. MaineDOT will pay up front all Project Design Costs, subject to cost sharing by the Municipality and PACTS as specified above.

vi. MaineDOT will invoice the Municipality for the full Estimated Municipal Share of the Project Design Costs upon completion of the Preliminary Design Report (PDR) stage of the Project Design. The Municipality will remit payment in full within 30 days of receipt of an invoice from MaineDOT.

vii. The PACTS Share will be disbursed by MaineDOT and applied against the Project Design Costs in accordance with the allocations outlined above.

3. Project Design Development

a. MaineDOT shall prepare, or cause to be prepared, all plans, specifications, engineer's estimates, and contract documents for the Project Design using MaineDOT's standard project development process to ensure adherence to federal and state regulations (the "Project Development Design Materials"). If design work is contracted out, MaineDOT will be the sole administrator of such design contract (the "Design Contract"). MaineDOT will share proposed designs with the Municipality at appropriate milestones to ensure that the Municipality has the opportunity to collaborate with MaineDOT on the

final design. Notwithstanding such collaboration, MaineDOT will have sole discretion to determine which elements are included in the final design.

b. As a component of preparing the Project Development Design Materials, MaineDOT shall, at a minimum, be responsible for the following activities, which are outside of the scope of any Design Contract (the Parties acknowledge that certain tasks will only be performed as part of the final design process if the Parties have elected to advance construction on a Project Phase):

   i. Performing all right-of-way related title examination, appraisal, appraisal review, negotiation, and acquisition/condemnation activities for any property rights that must be acquired to accommodate anticipated construction of a Project Phase, and all necessary mapping services reflecting such property acquisitions.

   ii. Coordinating with affected utilities to identify existing utility locations and/or implementing any utility relocation impacts that may be created by the development of a Project Phase.

   iii. Performing all necessary National Environmental Policy Act (NEPA) compliance processes for a Project Phase.

   iv. Performing all necessary permitting activities required in connection with a Project Phase.

c. MaineDOT will pay up front all Project Design costs, subject to cost sharing by the Municipality and PACTS as specified in the *Project Cost Sharing and Payment Schedule* section of this Agreement.

d. After completion of the Preliminary Design Report and a joint decision between the Parties to advance a Project Phase to construction, MaineDOT will complete all final design activities related to the Project Phase. MaineDOT, the Municipality, and PACTS if appropriate, will then execute a Construction Agreement covering their obligations regarding Project Phase advertisement, award, construction, and construction engineering. Said Construction Agreement will also incorporate the financial obligations negotiated between the Parties with the understanding that MaineDOT will apply the available CDS funding to the construction costs of only Project Phase No. 1. A Party's participation in this Project Design will not obligate any Party to move forward with full development of a Project Phase without execution of the required Construction Contract. An estimate of anticipated construction costs for each Project Phase is attached as **Appendix B**. The figures in Appendix B are non-binding, advisory, and included herewith for municipal planning purposes only and should not be relied upon by any Party as a financial commitment of future funding.

e. If a Project Phase is selected to advance to construction, the Municipality will ensure that affected, municipally owned utilities are responsive to Project Phase demands and are completing necessary activities in accordance with the final design and construction schedules as established and coordinated by MaineDOT, allowing construction to proceed without constraint. Failure to do so may result in MaineDOT delaying implementation of the Municipality's future projects until appropriate utility responsiveness is obtained.

f. The Parties agree to act diligently to advance any selected Project Phases to construction in a manner that minimizes the risk of any CDS funds expiring.

4. Project Milestones: MaineDOT agrees to share information about the Project Design with the Municipality and PACTS at the following milestones, as appropriate:

- Project kickoff/initial team meeting/formal public contact;
- Horizontal/Vertical Alignment Complete (HVAC);
- Preliminary public meeting;
- Preliminary Design Report (PDR) complete;
- Formal public meeting(s);
- Plan Impacts Complete (PIC);
- Peer reviews;
- Plans, Specifications, and Estimate (PS&E) complete;
- Changes in the Project Design schedule, or anticipated Project Phase construction schedules or estimates, as appropriate;
- As requested by the Municipality as part of regular project coordination activities.

5. Public Involvement:

a. MaineDOT shall be responsible for implementing and leading any and all required public involvement activities and any necessary media coordination associated with the Project Design. The Parties agree to proactively participate as partners in all such actions and will present the Project Design as a cooperative effort between the Parties through all aspects of public involvement.

b. The Municipality will provide meeting space, audio visual aids, etc., during in-person and hybrid public meetings associated with the Project Design as appropriate and will coordinate with MaineDOT to determine the most effective way to hold such meetings.

c. The Municipality will take the lead on public involvement activities if requested by MaineDOT.

6. Changes to Project Scope:

a. MaineDOT will consult with PACTS and the Municipality before implementing any adjustments to the Project Design scope as set out in the *Scope of Work* section of this Agreement.

b. The Municipality may, at its election, request that changes be made or work added to a Project Phase during the period of design that benefit the Municipality, provided that the Municipality agrees in writing to pay any additional cost associate therewith. In the event that such changes or work are approved for federal participation in the cost thereof, such additional cost may be reduced to the non-federal share.

7. Termination:

a. MaineDOT reserves the right to terminate the Project Design for any reason prior to the award of a Design Contract. If MaineDOT's termination under this clause is not directed

by the Municipality and/or PACTS, MaineDOT will be responsible for covering all outstanding Project Design costs, expenses, penalties, and/or liabilities expended, committed, or imposed in connection with the Project Design up to the time of termination.

b. If the Municipality withdraws its financial support for the Project Design leading MaineDOT to terminate the Project Design, the Municipality shall reimburse MaineDOT fully for all outstanding Project Design costs, expenses, penalties, and/or liabilities expended, committed, or imposed in reliance on the Municipality's financial obligations set out herein, including, but not limited to, reimbursement of all federal and state funds expended up to the time of such termination.

c. This Agreement may be terminated at any time by mutual written agreement of all Parties provided that such written agreement will address the allocation between the Parties of any outstanding costs, expenses, penalties, and/or liabilities expended, committed, or imposed in connection with the Project Design as of such date of termination.

d. In no event shall any such action taken under this subsection be deemed a breach of contract, nor shall it represent any individual Party's waiver of claims for breach of contract or its right to any other remedy it may have pursuant to this Agreement, or at law or in equity.

e. In the event of Project Design termination, all provisions of this Agreement shall become null and void except for the applicable financial obligations set forth herein, as well as those provisions to this Agreement that by their very nature are intended to survive.

8. <u>Developer Projects and Traffic Movement Permits:</u>

a. During the Project Design, and in anticipation of Project Phase(s) advancing to construction, MaineDOT will review all Traffic Movement Permits awarded to Developer Projects in the Elm Street vicinity to determine whether each Developer Project will require impact mitigation in the form of developer-funded construction improvements affecting the Project Phases or in-lieu monetary contributions to MaineDOT (the "In-lieu Impact Fee(s)") that could be applied toward the costs of constructing an affected Project Phase.

i. For Developer Projects that submit an In-lieu Impact Fee, MaineDOT will deposit such fees into an account allocated to the Project Phase to which the impact mitigation applies (the "Impact Fee Account"). All In-lieu Fees so deposited will be used to defray costs of constructing the affected Project Phase. Party Shares toward Project Phase construction will be adjusted to account for the application of In-lieu Impact Fees.

ii. If a Project Phase is not advanced to construction and In-lieu Impact Fees have been collected and deposited by MaineDOT into an Impact Fee Account allocated to that Project Phase, MaineDOT will, in coordination with the affected developer, use the deposited fees to construct the impact mitigation that is required by the associated

Traffic Movement Permit. Remaining elements not constructed under this subsection may also be added to future projects for implementation at MaineDOT's discretion.

9. General Provisions:

a. The Municipality shall not require MaineDOT or its contractors to pay for Municipal inspections and permits associated with the Project Design Phase.

b. The Parties agree to comply with and abide by all applicable state and federal laws, statutes, rules, regulations, standards, and guidelines, including the Manual of Uniform Traffic Control Devices (the "MUTCD"), the Americans With Disabilities Act ("ADA"), the Occupational Safety and Health Administration ("OSHA") standards, and all Agreement provisions; avoid hindering each other's performance; fulfill all obligations diligently; and cooperate in achievement of the intent of this Agreement.

c. State of Maine's Rights of Set-Off. 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 of Maine'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 and any other agreement/contract with any State of Maine department or agency, including any agreement/contract for a term commencing prior to the term of this Agreement, plus any amounts due and owed to the State of Maine for any 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. When applicable, MaineDOT reserves the right to withhold or reduce future Local Road Assistance payments to the Municipality for purposes of set-off to recover the amount owed.

d. Non-Appropriation. Notwithstanding anything herein to the contrary, the Parties acknowledge and agree that although MaineDOT's execution of this Agreement 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 the federal government and, therefore, this Agreement does not create any obligation on MaineDOT's behalf in excess of such appropriations.

e. Municipal Authority. The Municipality represents that it has received all necessary approvals or authorizations by its governing authorities to approve the Project Design and enter into this Agreement, and that it commits to obligate the necessary funds to satisfy its obligations identified herein.

f. Assignment. No assignment of this Agreement is contemplated, and in no event shall any assignment be made without MaineDOT's express written permission.

g. Amendment and Modification. This Agreement, and all attachments, may only be modified or amended in writing and signed by duly authorized representatives of all Parties.

h. Binding Effect. The Parties shall be bound by the terms of this Agreement. This provision shall apply to the Parties' successors, administrators, and legal representatives.

i. Independent Capacity. PACTS and the Municipality, their respective employees, agents, representatives, consultants, and contractors shall not act as officers, employees, or agents of MaineDOT.

j. Indemnification. To the extent permitted by law, PACTS and the Municipality shall each individually indemnify, defend, and hold harmless the State of Maine, its officers, agents, and employees from all claims, suits, or liabilities arising from the indemnifying Party's own negligent or wrongful acts, errors, or omissions or by that Party's officials, employees, agents, 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. This provision shall survive the termination or expiration of this Agreement.

k. Governing Law. This Agreement shall be construed under the laws of the State of Maine. Additionally, all activities under this Agreement shall be performed in accordance with applicable federal laws and regulations, including without limitation Title 23 of the U.S. Code (USC) for statutory law, Title 23 of the Code of Federal Regulations (CFR) for administrative law, and Title 2 CFR, Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

l. Counterparts and Electronic Signatures. This Agreement may be implemented in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same Agreement, and will be effective when counterparts have been signed by each of the Parties and delivered to the other Parties. Each Party agrees that this Agreement and any other documents to be executed in connection herewith may be electronically signed and that any electronic signatures appearing on this Agreement or the associated documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

m. Notice and Designated Party Representatives. 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 each Party's designated representative, who shall be the primary contact person for all matters related to the Project Design, as follows:

MaineDOT:	Maine Department of Transportation 16 State House Station Augusta, ME 04333-0016 Attn.: Ernie Martin, Project Manager Email: ernest.martin@maine.gov
Municipality:	City of Biddeford 205 Main Street Biddeford, ME 04005 Attn.: _____ Email: _____
PACTS:	Portland Area Comprehensive Transportation System 970 Baxter Boulevard, Suite 201 Portland, ME 04103 Attn.: Chris Chop, Transportation Director Email: cchop@gpcog.org

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

(Signatures on following page)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective on the day and date last signed
For PACTS:

_____Date _____
Kristina Egan, Executive Director *
Portland Area Comprehensive Transportation System
Duly authorized

For Municipality:

_____
Print Name: _____* Date_____
Title _____
Municipality of Biddeford
Duly authorized

For MaineDOT:

_____Date _____
Dale Doughty, Director, Bureau of Planning *
Maine Department of Transportation
Duly authorized

** 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 me; (c) is capable of verification; and (d) is under my sole control.*

APPENDIX B

Anticipated Construction Funding Shares for Project Phases

(non-binding, advisory estimates for planning purposes only – not to be relied upon by any Party as a financial commitment of future funding)

	Congressionally Directed Spending Award	**MaineDOT FHWA formula funds**	**MaineDOT State Share**	**Municipality Share**	**PACTS FHWA formula funds**	**Impact Fees * (TMP)**
Preliminary Design Phases I, II & III	None anticipated	$750,000	$250,000	$50,000	$150,000	None anticipated
Phase I Construction	$7,800,000	None anticipated	$975,000	$975,000	None anticipated	2,495,000
Phase II Construction	None anticipated	None anticipated	None anticipated	289,013.60	1,156,054.40	1,603,000
Phase III Construction	None anticipated	None anticipated	None anticipated	TBD	None anticipated	465,000

*Traffic Movement Permit (TMP) totals above are estimates, as permits are still in development. They are broken out by project phase.

TMP permits in development include:

Anticipated Estimated Impact Fees:

Lincoln TMP

Diamond TMP

Upper Falls TMP

MaineDOT use only
TEDOCS #: Insert TEDOCS #
CTM #: Insert CTM #
CSN #: Insert CSN #
PROGRAM: Bureau of Planning

(Receivable Agreement)

Receivable Party: • Municipality of Biddeford	**Agreement Begin Date:** Upon full execution
Vendor Number: • Municipality: _____	**Agreement Completion Date:** Estimated
Funding Sources (WIN: _____): • Federal Share: $750,000.00 • MaineDOT Share: $250,000.00 • PACTS Share (using federal funds): $150,000.00 • Municipality Share: $50,000.00	**Estimated Total Project Design Cost:** $1,200,000.00
CSN#:	**Agreement Receivable Amounts:** Municipality Share: $50,000.00
AMS Advantage #:	**Program:** Planning

NOTE: The information in the table above is for administrative purposes only and is not a legal component of the attached agreement.

Administrative Cover Page
Cooperative Agreement
Biddeford, Elm Street Segments – Project Design
(contract begins on following page)

State of Maine
DEPARTMENT OF TRANSPORTATION
COOPERATIVE AGREEMENT

For Multi-Project Design Cost Sharing for Proposed Improvements to Multiple Elm Street Segments Biddeford, Maine

This Cooperative Agreement (the "Agreement") is entered into by and between the **Maine Department of Transportation,** an agency of state government with its headquarters located at 2 Child Street, Augusta, Maine ("MaineDOT"), the **City of Biddeford**, a municipal corporation with its principal administrative offices located at 205 Main Street, Biddeford, Maine (the "Municipality"), and the **Portland Area Comprehensive Transportation System**, the designated Metropolitan Planning Organization for the Portland Urbanized Area with offices located at 970 Baxter Boulevard, Portland, Maine ("PACTS") (MaineDOT, the Municipality, and PACTS are collectively referred to as the "Parties" or sometimes a "Party").

RECITALS

A. MaineDOT, through its partnership with Maine's Metropolitan Planning Organizations ("MPOs"), is charged with managing and disbursing MPO state and federal funds to support capital improvement projects programmed by the MPOs. PACTS is MaineDOT's MPO partner for the Portland Urbanized Area, which includes the City of Biddeford.

B. MaineDOT applied for and was awarded $7,800,000 of Congressionally Directed Spending (CDS) in the FY 2023 Federal Appropriations Bill for design, right of way, and construction of Elm Street improvements in the City of Biddeford. The CDS funding must be obligated on or before September 30, 2026, and expended on or before September 30, 2031.

C. The Parties have identified three segments along Elm Street that are collective candidates for improvement using the CDS funds (the "Project Phases"). The proposed Project Phases are further set out in the *Scope of Work* section of this Agreement.

D. The work that is the subject of this Agreement consists of full design of all three Project Phases (the "Project Design"). Although all three Project Phases will be designed together under this Agreement, nothing in this Agreement is intended to obligate the Parties to advance any Project Phase to construction. When and if the Parties allocate additional funding to a Project Phase, that Phase will advance to construction and a separate construction cost-sharing agreement will be entered into by the affected Parties.

E. Additionally, MaineDOT is aware of several developer projects in the Elm Street vicinity that are, or will soon be, in the process of filing for Traffic Movement Permits (the "Developer Projects"). The Traffic Movement Permits will likely require various levels of mitigation for a Developer Project's traffic impacts, which could be in the form of

developer-funded construction improvements affecting the Project Phases or in-lieu monetary contributions that could be applied toward the costs of constructing a Project Phase. Therefore, construction funding needs may be influenced by these Developer Projects, resulting in possible downward adjustments of the Parties' construction shares.

F. Lastly, the Parties previously allocated preliminary engineering funding for an Elm Street project, beginning at St. Mary Street and extending to Lincoln Street (the "St. Mary to Lincoln Elm Street PACTS Project") through execution of a three-party cooperative agreement dated _____, obligating $150,000 of PACTS' federal allocations and $50,000 in funding from the Municipality (the "St. Mary to Lincoln Elm Street Agreement"). Because one of the Project Phases encompasses the general area covered by the St. Mary to Lincoln Elm Street PACTS Project, the Parties have agreed to abandon the St. Mary to Lincoln Elm Street Agreement in exchange for the terms of this Agreement.

G. This Agreement is intended to cover the roles and responsibilities of the Parties during Project Design, and to establish the financial obligations of each Party through Project Design with the intention to advance selected Project Phases to the construction phase where CDS funding will then be applied.

AGREEMENT

NOW, THEREFORE, in accordance with the foregoing, the Parties agree as follows:

1. Appendices:

The following appendices are hereby incorporated into this Agreement:

- Appendix A – Aerial depiction of Elm Street Project Overview, Phases 1, 2, and 3
- Appendix B – Anticipated Construction Funding Shares for Project Phases
- Appendix C - Current Developer Projects that have been awarded or currently in processes of Traffic Movement Permits.

1. **Scope of Work:**

a. The scope of work for this Agreement shall include full design of all Project Phases up to but not including construction. The three identified Project Phases are described as follows, and further depicted on **Appendix A**, attached hereto:

i. Project Phase No. 1: Includes improvements along US Route One/Elm Street (Elm Street), beginning at the Elm Street/Main Street intersection, extending northeasterly along Elm Street approximately 1100 feet, and ending at the south side of the existing railroad bridge (MaineDOT Bridge No. 1351). The proposed scope also includes full design of intersection improvements at the intersections of Elm Street and Main Street, St. Mary's Street, Pearl Street, Spruce Street, Thornton Avenue, Lincoln Street, Hooper Street, South Street, Diamond Street/Upper Falls Road, and Pine Street.

ii. Project Phase No. 2: Includes improvements along Lincoln Street, beginning at the Lincoln Street/Pearl Street intersection and proceeding northerly approximately 330 feet to Elm Street. This phase also includes roadway improvements along Pearl Street, beginning at the Lincoln Street/Pearl Street intersection, extending westerly approximately 390 feet to Elm Street. This work will include the realignment of Pearl Street to create a signalized four-way intersection with Elm Street and Spruce Street.

iii. Project Phase No. 3: Includes improvements along Elm Street, beginning at the northerly end of Project Phase No. 1 (at the referenced railroad bridge), extending northerly along Elm Street approximately 600 feet, and then over MaineDOT Bridge No. 3080, to the Elm Street/Pine Street intersection. This phase includes improvements to the Elm Street/ Diamond Street/ Upper Falls Road intersection and the Elm Street/Pine Street intersection. It does not include improvements beyond what is needed to configure these two intersections.

b. The design process will consider the Municipality's desire to incorporate the following elements into all Project Phases (unless otherwise noted); however, due to space limitations and other constraints, the Parties acknowledge that it may not be practical or cost effective to incorporate all elements into the final design.

- Install sidewalks on both sides of street, seven (7) feet in width with five (5) foot clearance around light poles;
- Include twelve (12) foot travel lanes with shared bike lane striping or possible dedicated bike lanes in center of street;
- Include eleven (11) foot center turning lanes with vegetated island;
- Perform Property acquisition as required;
- Relocate hydrants out of sidewalks;
- Install new streetlights;
- Coordinate with natural gas utility replacement or upgrades;
- Integrate planned attributes of the St. Mary to Lincoln Elm Street PACTS Project;
- Design Lincoln Street from Pearl Street to Elm intersections to support bus transit activity to create a mass transit hub adjacent to new downtown 600 space parking garage; and
- Consider the conceptual cross-sectional template that has been provided to MaineDOT by the Municipality.

c. The Scope of Work also includes all Project activities that are outside of the scope of any consultant design contract and performed by or on behalf of any Party as appropriate, including without limitation the following:

i. Permitting activities and fees;

ii. all related staff engineering costs, including those set out in the *Project Design Development* section of this Agreement.

d.

2. Project Cost Sharing and Payment Schedule:

a. **Financial Obligations:** The total estimated cost of the Project Design is $1,200,000.00 (the "Project Design Estimate"). The Parties agree to share in all actual, eligible costs associated with Project Design (the "Project Design Costs") in accordance with the allocations outlined below (each being a "Party Share") unless otherwise agreed to in writing by the Parties through a written modification to this Agreement.

i. **Federal Share** – (provided through MaineDOT federal formula funds) – eligible Project Design Costs up to a maximum of $750,000.00.

ii. **PACTS Share** – (provided through PACTS federal formula funds) – 12.5% of eligible Project Design Costs up to a maximum of $150,000.00.

iii. **State Share** (provided through state funds) – 20.84% of eligible Project Design Costs, up to a maximum of $250,000.00.

iv. **Municipal Share** (provided through the Municipality's obligation of funds) – 4.16% of the following Project Design Costs, estimated at $50,000.00 (the "Estimated Municipal Share"):

A. Any costs deemed ineligible for federal and state participation.

B. All actual Project Design Costs remaining after the above referenced Party Shares have been maximized.

Payment Schedule:

v. MaineDOT will pay up front all Project Design Costs, subject to cost sharing by the Municipality and PACTS as specified above.

vi. MaineDOT will invoice the Municipality for the full Estimated Municipal Share of the Project Design Costs upon completion of the Preliminary Design Report (PDR) stage of the Project Design. The Municipality will remit payment in full within 30 days of receipt of an invoice from MaineDOT.

vii. The PACTS Share will be disbursed by MaineDOT and applied against the Project Design Costs in accordance with the allocations outlined above.

3. Project Design Development

a. MaineDOT shall prepare, or cause to be prepared, all plans, specifications, engineer's estimates, and contract documents for the Project Design using MaineDOT's standard project development process to ensure adherence to federal and state regulations (the "Project Development Design Materials"). If design work is contracted out, MaineDOT will be the sole administrator of such design contract (the "Design Contract"). MaineDOT will share proposed designs with the Municipality at appropriate milestones to ensure that the Municipality has the opportunity to collaborate with MaineDOT on the

final design. Notwithstanding such collaboration, MaineDOT will have sole discretion to determine which elements are included in the final design.

b. As a component of preparing the Project Development Design Materials, MaineDOT shall, at a minimum, be responsible for the following activities, which are outside of the scope of any Design Contract (the Parties acknowledge that certain tasks will only be performed as part of the final design process if the Parties have elected to advance construction on a Project Phase):

   i. Performing all right-of-way related title examination, appraisal, appraisal review, negotiation, and acquisition/condemnation activities for any property rights that must be acquired to accommodate anticipated construction of a Project Phase, and all necessary mapping services reflecting such property acquisitions.

   ii. Coordinating with affected utilities to identify existing utility locations and/or implementing any utility relocation impacts that may be created by the development of a Project Phase.

   iii. Performing all necessary National Environmental Policy Act (NEPA) compliance processes for a Project Phase.

   iv. Performing all necessary permitting activities required in connection with a Project Phase.

c. MaineDOT will pay up front all Project Design costs, subject to cost sharing by the Municipality and PACTS as specified in the *Project Cost Sharing and Payment Schedule* section of this Agreement.

d. After completion of the Preliminary Design Report and a joint decision between the Parties to advance a Project Phase to construction, MaineDOT will complete all final design activities related to the Project Phase. MaineDOT, the Municipality, and PACTS if appropriate, will then execute a Construction Agreement covering their obligations regarding Project Phase advertisement, award, construction, and construction engineering. Said Construction Agreement will also incorporate the financial obligations negotiated between the Parties with the understanding that MaineDOT will apply the available CDS funding to the construction costs of only Project Phase No. 1. A Party's participation in this Project Design will not obligate any Party to move forward with full development of a Project Phase without execution of the required Construction Contract. An estimate of anticipated construction costs for each Project Phase is attached as **Appendix B**. The figures in Appendix B are non-binding, advisory, and included herewith for municipal planning purposes only and should not be relied upon by any Party as a financial commitment of future funding.

e. If a Project Phase is selected to advance to construction, the Municipality will ensure that affected, municipally owned utilities are responsive to Project Phase demands and are completing necessary activities in accordance with the final design and construction schedules as established and coordinated by MaineDOT, allowing construction to proceed without constraint. Failure to do so may result in MaineDOT delaying implementation of the Municipality's future projects until appropriate utility responsiveness is obtained.

f. The Parties agree to act diligently to advance any selected Project Phases to construction in a manner that minimizes the risk of any CDS funds expiring.

4. Project Milestones: MaineDOT agrees to share information about the Project Design with the Municipality and PACTS at the following milestones, as appropriate:

- Project kickoff/initial team meeting/formal public contact;
- Horizontal/Vertical Alignment Complete (HVAC);
- Preliminary public meeting;
- Preliminary Design Report (PDR) complete;
- Formal public meeting(s);
- Plan Impacts Complete (PIC);
- Peer reviews;
- Plans, Specifications, and Estimate (PS&E) complete;
- Changes in the Project Design schedule, or anticipated Project Phase construction schedules or estimates, as appropriate;
- As requested by the Municipality as part of regular project coordination activities.

5. Public Involvement:

a. MaineDOT shall be responsible for implementing and leading any and all required public involvement activities and any necessary media coordination associated with the Project Design. The Parties agree to proactively participate as partners in all such actions and will present the Project Design as a cooperative effort between the Parties through all aspects of public involvement.

b. The Municipality will provide meeting space, audio visual aids, etc., during in-person and hybrid public meetings associated with the Project Design as appropriate and will coordinate with MaineDOT to determine the most effective way to hold such meetings.

c. The Municipality will take the lead on public involvement activities if requested by MaineDOT.

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a. MaineDOT will consult with PACTS and the Municipality before implementing any adjustments to the Project Design scope as set out in the *Scope of Work* section of this Agreement.

b. The Municipality may, at its election, request that changes be made or work added to a Project Phase during the period of design that benefit the Municipality, provided that the Municipality agrees in writing to pay any additional cost associate therewith. In the event that such changes or work are approved for federal participation in the cost thereof, such additional cost may be reduced to the non-federal share.

7. Termination:

a. MaineDOT reserves the right to terminate the Project Design for any reason prior to the award of a Design Contract. If MaineDOT's termination under this clause is not directed

by the Municipality and/or PACTS, MaineDOT will be responsible for covering all outstanding Project Design costs, expenses, penalties, and/or liabilities expended, committed, or imposed in connection with the Project Design up to the time of termination.

b. If the Municipality withdraws its financial support for the Project Design leading MaineDOT to terminate the Project Design, the Municipality shall reimburse MaineDOT fully for all outstanding Project Design costs, expenses, penalties, and/or liabilities expended, committed, or imposed in reliance on the Municipality's financial obligations set out herein, including, but not limited to, reimbursement of all federal and state funds expended up to the time of such termination.

c. This Agreement may be terminated at any time by mutual written agreement of all Parties provided that such written agreement will address the allocation between the Parties of any outstanding costs, expenses, penalties, and/or liabilities expended, committed, or imposed in connection with the Project Design as of such date of termination.

d. In no event shall any such action taken under this subsection be deemed a breach of contract, nor shall it represent any individual Party's waiver of claims for breach of contract or its right to any other remedy it may have pursuant to this Agreement, or at law or in equity.

e. In the event of Project Design termination, all provisions of this Agreement shall become null and void except for the applicable financial obligations set forth herein, as well as those provisions to this Agreement that by their very nature are intended to survive.

8. <u>Developer Projects and Traffic Movement Permits:</u>

a. During the Project Design, and in anticipation of Project Phase(s) advancing to construction, MaineDOT will review all Traffic Movement Permits awarded to Developer Projects in the Elm Street vicinity to determine whether each Developer Project will require impact mitigation in the form of developer-funded construction improvements affecting the Project Phases or in-lieu monetary contributions to MaineDOT (the "In-lieu Impact Fee(s)") that could be applied toward the costs of constructing an affected Project Phase.

i. For Developer Projects that submit an In-lieu Impact Fee, MaineDOT will deposit such fees into an account allocated to the Project Phase to which the impact mitigation applies (the "Impact Fee Account"). All In-lieu Fees so deposited will be used to defray costs of constructing the affected Project Phase. Party Shares toward Project Phase construction will be adjusted to account for the application of In-lieu Impact Fees.

ii. If a Project Phase is not advanced to construction and In-lieu Impact Fees have been collected and deposited by MaineDOT into an Impact Fee Account allocated to that Project Phase, MaineDOT will, in coordination with the affected developer, use the deposited fees to construct the impact mitigation that is required by the associated

Traffic Movement Permit. Remaining elements not constructed under this subsection may also be added to future projects for implementation at MaineDOT's discretion.

9. General Provisions:

a. The Municipality shall not require MaineDOT or its contractors to pay for Municipal inspections and permits associated with the Project Design Phase.

b. The Parties agree to comply with and abide by all applicable state and federal laws, statutes, rules, regulations, standards, and guidelines, including the Manual of Uniform Traffic Control Devices (the "MUTCD"), the Americans With Disabilities Act ("ADA"), the Occupational Safety and Health Administration ("OSHA") standards, and all Agreement provisions; avoid hindering each other's performance; fulfill all obligations diligently; and cooperate in achievement of the intent of this Agreement.

c. State of Maine's Rights of Set-Off. 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 of Maine'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 and any other agreement/contract with any State of Maine department or agency, including any agreement/contract for a term commencing prior to the term of this Agreement, plus any amounts due and owed to the State of Maine for any 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. When applicable, MaineDOT reserves the right to withhold or reduce future Local Road Assistance payments to the Municipality for purposes of set-off to recover the amount owed.

d. Non-Appropriation. Notwithstanding anything herein to the contrary, the Parties acknowledge and agree that although MaineDOT's execution of this Agreement 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 the federal government and, therefore, this Agreement does not create any obligation on MaineDOT's behalf in excess of such appropriations.

e. Municipal Authority. The Municipality represents that it has received all necessary approvals or authorizations by its governing authorities to approve the Project Design and enter into this Agreement, and that it commits to obligate the necessary funds to satisfy its obligations identified herein.

f. Assignment. No assignment of this Agreement is contemplated, and in no event shall any assignment be made without MaineDOT's express written permission.

g. Amendment and Modification. This Agreement, and all attachments, may only be modified or amended in writing and signed by duly authorized representatives of all Parties.

h. Binding Effect. The Parties shall be bound by the terms of this Agreement. This provision shall apply to the Parties' successors, administrators, and legal representatives.

i. Independent Capacity. PACTS and the Municipality, their respective employees, agents, representatives, consultants, and contractors shall not act as officers, employees, or agents of MaineDOT.

j. Indemnification. To the extent permitted by law, PACTS and the Municipality shall each individually indemnify, defend, and hold harmless the State of Maine, its officers, agents, and employees from all claims, suits, or liabilities arising from the indemnifying Party's own negligent or wrongful acts, errors, or omissions or by that Party's officials, employees, agents, 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. This provision shall survive the termination or expiration of this Agreement.

k. Governing Law. This Agreement shall be construed under the laws of the State of Maine. Additionally, all activities under this Agreement shall be performed in accordance with applicable federal laws and regulations, including without limitation Title 23 of the U.S. Code (USC) for statutory law, Title 23 of the Code of Federal Regulations (CFR) for administrative law, and Title 2 CFR, Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

l. Counterparts and Electronic Signatures. This Agreement may be implemented in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same Agreement, and will be effective when counterparts have been signed by each of the Parties and delivered to the other Parties. Each Party agrees that this Agreement and any other documents to be executed in connection herewith may be electronically signed and that any electronic signatures appearing on this Agreement or the associated documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

m. Notice and Designated Party Representatives. 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 each Party's designated representative, who shall be the primary contact person for all matters related to the Project Design, as follows:

MaineDOT:	Maine Department of Transportation 16 State House Station Augusta, ME 04333-0016 Attn.: Ernie Martin, Project Manager Email: ernest.martin@maine.gov
Municipality:	City of Biddeford 205 Main Street Biddeford, ME 04005 Attn.: _____ Email: _____
PACTS:	Portland Area Comprehensive Transportation System 970 Baxter Boulevard, Suite 201 Portland, ME 04103 Attn.: Chris Chop, Transportation Director Email: cchop@gpcog.org

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

(Signatures on following page)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective on the day and date last signed
For PACTS:

_____Date _____
Kristina Egan, Executive Director *
Portland Area Comprehensive Transportation System
Duly authorized

For Municipality:

_____
Print Name: _____* Date_____
Title _____
Municipality of Biddeford
Duly authorized

For MaineDOT:

_____Date _____
Dale Doughty, Director, Bureau of Planning *
Maine Department of Transportation
Duly authorized

** 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 me; (c) is capable of verification; and (d) is under my sole control.*

APPENDIX B

Anticipated Construction Funding Shares for Project Phases

(non-binding, advisory estimates for planning purposes only – not to be relied upon by any Party as a financial commitment of future funding)

	Congressionally Directed Spending Award	**MaineDOT FHWA formula funds**	**MaineDOT State Share**	**Municipality Share**	**PACTS FHWA formula funds**	**Impact Fees * (TMP)**
Preliminary Design Phases I, II & III	None anticipated	$750,000	$250,000	$50,000	$150,000	None anticipated
Phase I Construction	$7,800,000	None anticipated	$975,000	$975,000	None anticipated	2,495,000
Phase II Construction	None anticipated	None anticipated	None anticipated	289,013.60	1,156,054.40	1,603,000
Phase III Construction	None anticipated	None anticipated	None anticipated	TBD	None anticipated	465,000

*Traffic Movement Permit (TMP) totals above are estimates, as permits are still in development. They are broken out by project phase.

TMP permits in development include:

Anticipated Estimated Impact Fees:

Lincoln TMP

Diamond TMP

Upper Falls TMP

Intersection Estimate Location Map

Diamond St: Improvements to be made are the Developer's responsibility.

Upper Falls Road: Improvements made as part of the Developer's responsibility.

Intersection Estimate Area and Number (TYP.)

Pearl Street: Improvements along easterly leg are currently under construction.

Pearl St. / Lincoln St. Intersection: Proposed Improvements will consist of a 4-way stop intersection.

SOLAR POWERED RECTANGULAR RAPID FLASHING BEACON ASSEMBLY

LEGEND

- PROPOSED PAVEMENT
- RECONSTRUCT SIDEWALK
- PROPOSED SIDEWALK
- LANDSCAPED AREA
- BIKE LANE
- RECONSTRUCT CURB
- PROPOSED CURB

STATE OF MAINE
DEPARTMENT OF TRANSPORTATION

WIN

PROGRAM

MULTIMODAL

SIGNATURE

P.E. NUMBER

DATE

	DATE	BY
PROJ. MANAGER		S. DAVIS
DESIGN DETAILED		D. BRYANT
CHECKED-REVIEWED		
DESIGN2 DETAILED2		
DESIGN3 DETAILED3		
REVISIONS 1		
REVISIONS 2		
REVISIONS 3		
REVISIONS 4		
FIELD CHANGES		

BIDDEFORD
ROUTE 1 / ELM STREET

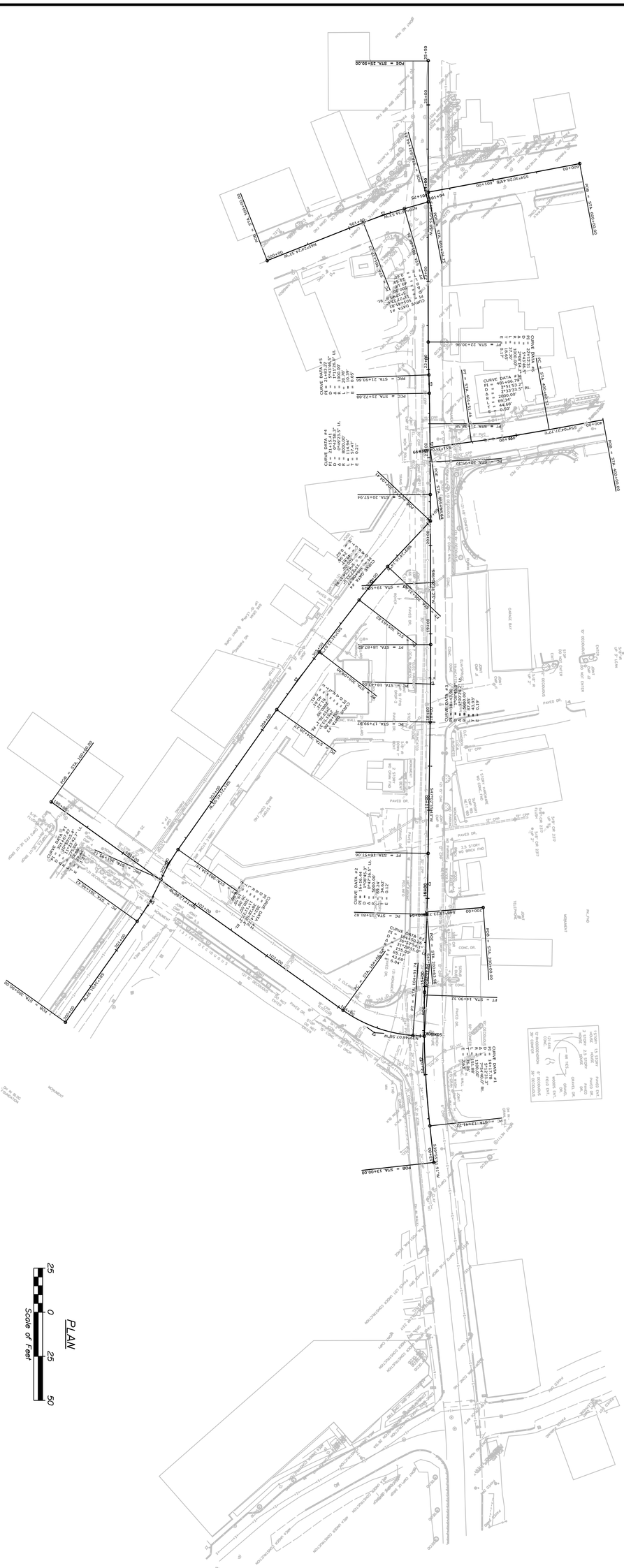
ELM STREET
PROJECT OVERVIEW

SHEET NUMBER
1
OF 1

TYLin

Date:4/6/2023
Username:
Division: HIGHWAY
Filename: ...\xx_HDPlan full project.dgn

Filename: ...\xx_HDPlan00_project area.dgn Division: HIGHWAY Username: Date:10/27/2023



TYLin

SHEET NUMBER 1 OF 1

BIDDEFORD
ELM STREET

PROJECT AREA

PROJ. MANAGER		BY	DATE
DESIGN-DETAILED			
CHECKED-REVIEWED			
DESIGN2-DETAILED2			
DESIGN3-DETAILED3			
REVISIONS 1			
REVISIONS 2			
REVISIONS 3			
REVISIONS 4			
FIELD CHANGES			

SIGNATURE

P.E. NUMBER

DATE

STATE OF MAINE
DEPARTMENT OF TRANSPORTATION

XXXXX

WIN

Finance Committee

Meeting Date: November 21, 2023
Meeting Time: 5:00 pm

Agenda Item No: 4.5.
Item Description: Reporting of Purchases Under Sec. 2-336(g)

Submitted by: Brian S. Phinney, COO

Supporting Information/Documentation:

N/A

Key Terms:

N/A

Executive Summary:

Monthly reporting of streamlined purchase(s) under Sec. 2336(g) - one purchase occurred, which is an SCBA compressor for the Fire Department at $32,374.26.

Detailed Review:

The Code of Ordinances at *Sec 2-336 Competitive Sealed Bidding* includes a streamlining provision that authorizes the city manager to approve certain purchases as follows:

> *…bid results greater than $5,000 and less than $50,000 and covered by the budgeted amount can be approved by the City Manager and awarding of the contract to the successful bidder. These results will be reported to the City Council and/or the Finance Committee on a monthly basis.*

Once such purchase occurred in November and is being reported to the Finance Committee. The Fire Department issued an RFP for the purchase of an SCBA compressor. Three bids were received, the lowest bidder is recommended, the amount is less than the budget amount (FY24 CIP budget for SCBA Compressor $35,000). Please note that staff also includes the additional criteria of receipt of three bids when utilizing the streamlining process.

Purchase Detail	
Bergeron Protective Clothing – SCBA Compressor	$31,073.26
Camille's Electric (electrical install)	$ 1,301.00
Total	$32,374.26

Funding Source:

FY24 CIP

Staff Recommendation:

N/A – Reporting requirement