



RECEIVED
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CITY OF AMESBURY
IN THE YEAR TWO THOUSAND TWENTY-TWO

SPONSORED BY: Kassandra Gove **BILL No. 2022- 116**
Kassandra Gove, Mayor

An Order to authorize the Mayor to accept and expend a grant in the amount of \$200,000 from the Massachusetts Department of Transportation's FY23 Shared Streets and Spaces Program for the "Amesbury Point Shore Bike and Pedestrian Improvement Project."

Summary: The Amesbury Point Shore Bike and Pedestrian Improvement Project will create a bike lane from the Whittier Bridge to Merrimac Street. This grant award will primarily be used to support funding for bike lane striping along Main Street. This project has been discussed at many public forums over the last few years. Residents of the neighborhood have shared concerns about traffic volume and behavior in the area, and this grant will allow the City to make progress towards mitigation and pedestrian and cyclist safety along a popular and scenic roadway. This is a reimbursement-based program.

Be it Ordered by the City Council of the City of Amesbury assembled, and by the authority of the same as follows:

That the City of Amesbury authorizes the Mayor to accept and expend a grant of \$200,000 from the Massachusetts Department of Transportation's FY23 Shared Streets and Spaces Program for the "Amesbury Point Shore Bike and Pedestrian Improvement Project."



Charles D. Baker, Governor
Karyn E. Polito, Lieutenant Governor
Jamey Tesler, Secretary & CEO



May 20, 2022

Robert Desmarais
39 South Hunt Road
Amesbury, MA 01913

Via email: rob@amesburyma.gov

Dear Robert Desmarais:

Thank you for your submission to the Shared Streets and Spaces Program during the Fiscal Year 2023 application solicitation. We received a record number of applications and had many creative projects from which to select. I am pleased to notify you that Amesbury's application for "Amesbury Point Shore Bike and Pedestrian Improvement Project" has been approved for \$200,000.00.

Awarded municipalities must enter into a contract with MassDOT for the funding of the approved work. To initiate this contract, please review and sign the Project Funding Agreement provided to you with this award letter and return it to SharedStreets@dot.state.ma.us as soon as possible. It is anticipated that the Notice to Proceed (NTP) for this award will be issued by August 1, 2022 and that the deadline for construction will be December 31, 2023. MassDOT-funded work may not proceed until the NTP is issued. Your patience during the contracting process is appreciated as MassDOT works to execute contracts with a large volume of awardees.

This award is reimbursement-based, meaning that funds are provided after costs are incurred. Please note that this is different than previous funding years. Reimbursement requests are processed by your District State Aid Engineer in the same manner as Chapter 90 projects. Learn more about this process as well as other implementation details on the program website at: mass.gov/shared-streets-and-spaces-grant-program.

Please email SharedStreets@dot.state.ma.us with questions related to this award. Thank you for your commitment to improving safety, access, and mobility for all roadway users in your community and for your participation in the Shared Streets and Spaces Program.

Sincerely,

Jamey Tesler
Secretary and CEO

cc: Cassandra Gascon, MassDOT Community Grants Program Administrator

Shared Streets and Spaces Program
Project Funding Agreement

Agreement Number: _____

Date: _____

Municipality: Amesbury

Project: Amesbury Point Shore Bike and Pedestrian Improvement Project

This Project Funding Agreement ("Agreement") made and entered into by and between the MASSACHUSETTS DEPARTMENT OF TRANSPORTATION, hereinafter called "MassDOT", and the City/Town of Amesbury, (hereinafter called the "MUNICIPALITY"), as set forth below:

WHEREAS, the MUNICIPALITY proposes to construct certain roadway improvements from its approved Shared Streets and Spaces Application ("Application"), attached hereto as Exhibit A, and

WHEREAS, the scope of work for said roadway improvements is described in Exhibit A, (the "Project") and is in accordance with the project approvals from the Shared Streets and Spaces Program, and

WHEREAS, the total estimated construction cost for the Project is \$200,000.00, as described within Exhibit B, (the "Project Cost Estimate"), and

WHEREAS, the PROJECT is to be financed by funds provided by MassDOT in accordance with appropriation 6921-2109, and

WHEREAS, MassDOT has reviewed the Project's items of work described within Exhibit B to ensure they are commensurate with the Project's scope of work, Exhibit A, and

WHEREAS, the PROJECT shall be constructed by MUNICIPALITY'S

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employees and/or a contractor approved by MassDOT's prequalification process, in accordance with M.G.L. c 81 subsection 8B, and

WHEREAS, all environmental permits and approvals must be obtained prior to construction. MassDOT's Environmental Punch list must be signed by the authorized municipal official, hereby attached and labeled as Exhibit C, and

WHEREAS, the parties hereto have reached an agreement as to the apportionment of work and expense necessary for the completion of the Project.

NOW THEREFORE, in consideration of the obligations contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, MassDOT and the MUNICIPALITY hereby agree, each with the other, as follows:

1.0 DIVISION OF WORK

1.1 MUNICIPALITY shall develop plans and specifications for the Project (collectively, "Specifications") in accordance with the attached scope of work (Exhibit A), and the Project Estimate (Exhibit B). The Specifications set forth by the MUNICIPALITY, shall be in conformance with, but not limited to the following current documents as amended: MassDOT's Project Development and Design Guide, MassDOT's Construction Standard Details, MassDOT's Separated Bike Lane Planning and Design Guide, MassDOT's Guidelines for the Planning and Design of Roundabouts, MassDOT's Bridge Manual, MassDOT's Standard Specifications for Highways and Bridges, MassDOT's Standard Drawings for Traffic Signals and Highway Lighting, the latest edition of American Standard for Nursery Stock, 521 CMR Rules and Regulations of the Architectural Access Board (AAB) and Americans with Disabilities Act(ADA), the Manual on Uniform Traffic Control Devices, and any and all state or federal regulations, and/or to the satisfaction of MassDOT - Highway Division, Chief Engineer. The Project shall be constructed in accordance with the Specifications.

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1.2 The MUNICIPALITY shall provide by its own municipal employees, contractors and/or subcontractors all necessary labor materials, equipment and other services to construct said Project pursuant to any and all applicable Specifications and in compliance with applicable local, state and federal laws and regulations. To be eligible to bid on said Project, the contractor shall be approved in accordance with MassDOT's prequalification process, the application forms for which are located on mass.gov, under Prequalification of Horizontal Construction Firms. In addition, any and all construction activities or related work required for the construction of said Project shall be in conformance with any and all MassDOT policies and procedures.

1.3 The MUNICIPALITY shall not commence construction work on the Project until MassDOT has issued a written Notice to Proceed to MUNICIPALITY. Prior to beginning construction, MUNICIPALITY shall, at its sole expense, obtain any and all easements, permits (including environmental permits), licenses, or other permissions to enter onto property required to complete the Project not otherwise owned or controlled by MUNICIPALITY. Upon MassDOT's request, MUNICIPALITY shall demonstrate such acquisitions and/or provide copies of all permits acquired.

1.4 The Municipality shall be solely responsible for the installation of adequate safety precautions for the protection of the travelling public and all project personnel. Municipality shall, at its sole expense, identify, furnish, and maintain adequate traffic control devices for the protection of the travelling public and working personnel during construction operations. The design, application, and installation of all devices shall conform to MassDOT's "Standard Drawing for the Development of Temporary Traffic Control Plans" and the Amendments to the Manual on Uniform Traffic Control Devices. In no event shall MassDOT be responsible for any failure of the Municipality's to provide adequate safety precautions and protections during construction operations.

1.5 The MUNICIPALITY shall complete the Project by the Agreement's Expiration Date unless an extension of time is granted by MassDOT pursuant to Subsection 5.2 below. Work performed after this Agreement's Expiration Date shall not be eligible for reimbursement.

1.6 Upon the completion of the Project, MUNICIPALITY shall promptly complete the Post-Construction Report Form provided by MassDOT. MUNICIPALITY shall provide pre- and post- construction photos and all relevant construction metrics for bicycle, pedestrian, transit, and outdoor programming infrastructure requested by MASSDOT.

2.0 DIVISION OF EXPENSE

2.1 Except as provided in Section 2.2 below, MassDOT will reimburse MUNICIPALITY for the actual costs incurred to complete the Project up to, but not exceeding, the amount approved. All costs incurred must be approved by MassDOT prior to reimbursement. Any costs above this amount shall be borne by MUNICIPALITY.

2.2 MUNICIPALITY shall bear all costs and expenses associated with the acquisition of rights-of-way and permitting necessary to complete to perform its obligations hereunder ("Acquisition Costs"). MUNICIPALITY shall also be solely responsible for all costs and expenses associated with traffic control and safety measures in or around the construction work zone, including but not limited to, the use of uniformed law enforcement officers and provision of traffic control devices ("Traffic Control Costs.") Municipality agrees and acknowledges that Acquisition Costs and Traffic Control Costs are ineligible for reimbursement under this Agreement.

3.0 METHOD OF PAYMENT TO THE MUNICIPALITY

3.1 During the course of the Project, MUNICIPALITY may present monthly progress bills of the incurred costs for approval and reimbursement by MassDOT. All reimbursement requests by Municipality shall be made in accordance with MassDOT's procedures for Chapter 90 funded projects using the applicable Chapter 90 forms ("Forms") required by MassDOT. MUNICIPALITY shall electronically submit the completed Forms and supporting documentation to MassDOT's District State Aid Engineer after expenses are

incurred for review and processing.

3.2 Upon the completion of the PROJECT to the satisfaction of MassDOT and the MUNICIPALITY, written notification shall be given to MassDOT's District Highway Director by the MUNICIPALITY that said work has been completed and, within 120 days thereof, the MUNICIPALITY will submit to MassDOT a final detailed bill (in quintuplicate) as required, and final settlement will then be made between MassDOT and the MUNICIPALITY.

4.0 AUDIT

4.1 All reimbursable charges in connection with this Agreement will be subject to audit by representatives of MassDOT and the MUNICIPALITY will retain all records and documents pertaining to the Agreement charges until such audit is completed or until written approval to destroy the records is given by MassDOT.

4.2 The Governor or his designee, the Secretary of Administration and Finance, and the State Auditor or his designee shall have the right at reasonable times and upon reasonable notice to examine the books, records and other complications of data of the MUNICIPALITY which pertain to the performance of the provisions and requirements of this Agreement.

4.0 FUTURE MAINTENANCE

4.1 The MUNICIPALITY shall be solely responsible for the maintenance and upkeep of all property associated with the PROJECT and the costs thereof.

4.2 If the property is owned by an entity other than MUNICIPALITY, MUNICIPALITY shall enter into a separate agreement with the property owner that provides for the maintenance and upkeep of the property associated with the Project.

5.0 TERM AND TERMINATION

5.1 This agreement will expire on December 31, 2023 ("Expiration Date").

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unless extended as provided for in Subsection 5.2.

5.2 MUNICIPALY may request to extend this Agreement beyond that provided in Subsection 5.1. Any request for an extension must be made in writing to MassDOT soon as practicably possible, but no later than sixty (60) days prior to the Agreement's Expiration Date. MUNICIPALITY's request shall include a justification for the requested extension, the requested new expiration date, and any other information deemed necessary by MASSDOT. MassDOT, in its sole and exclusive discretion, may agree to grant said request for an extension of time if it finds that sufficient justification has been provided by the MUNICIPALITY.

5.3 This Agreement may be terminated by mutual agreement of the Parties, upon such terms and conditions as the Parties may mutually agree upon. Such termination shall be effective in accordance with a written agreement by the Parties. Termination under this section shall not constitute a waiver of the rights of either Party to damages or other remedies related to this Agreement, except to the extent that the mutual agreement termination this Agreement so specifies.

5.4 MassDOT may, by written notice to the MUNICIPALITY, terminate this Agreement in any one of the following circumstances:

5.4.1 The MUNICIPALITY neglects or fails to comply with any provision of this Agreement in accordance with its terms or within the time specified for performance herein, and MUNICIPALITY fails to cure any such failure within thirty (30) calendar days after receipt of notice specifying such failure. In the event this Agreement is terminated pursuant to this provision, MassDOT shall not be liable to the Municipality for any costs incurred or burdens assumed upon or subsequent to, and associated with, such termination.

5.4.2 The applicable State or Federal funding source fails to appropriate or otherwise make available funds for the work contemplated herein. In the event this Agreement is

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terminated pursuant to this provision, MassDOT shall not be liable to Municipality for any costs.

6.0 MISCELLANEOUS

6.1 Compliance with Law.

The work and services to be performed hereunder shall be done in compliance with applicable federal, state, and local laws, ordinances, rules and regulations.

6.2 Notices:

MASSDOT:

The MUNICIPALITY:

6.3 Indemnification:

To the extent permitted by the laws of the Commonwealth, the MUNICIPALITY hereby assumes and agrees to indemnify, defend (at the MUNICIPALITY's sole expense and with counsel reasonably acceptable to MassDOT) and hold harmless MassDOT and MassDOT's affiliates, contractors, employees and representatives from and against any and all losses suffered by MassDOT and any and all claims, liability or penalties asserted against MassDOT by or on behalf of any person on account of, based in, resulting from, arising out of (or which may be claimed to have arisen out of), in whole or in part, the acts or omissions of the MUNICIPALITY in its performance of the obligations set forth herein. This covenant shall survive the expiration of this Agreement.

6.4 Governing Law; Severability:

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This Agreement shall be governed by the laws of the Commonwealth of Massachusetts, without regard to principles of conflicts of law or choice of laws. In the event that any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be declared to be invalid or unenforceable, then the remainder of this Agreement or the application of such term or provision to other person or circumstances, other than those as to which it would become invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

6.5 No Third-Party Beneficiaries:

This Agreement shall not be construed to create any third-party beneficiary rights in favor of any other parties or any right or privilege for the benefit of any other parties.

6.6 No Agency:

In no event shall MUNICIPALITY or any of its employees, agents, contractors, subcontractors be considered agents or employees of MassDOT.

6.7 Amendments

This Agreement and each of its provisions may only be waived, modified, or altered in a writing signed by MassDOT and MUNICIPALITY

6.8 Counterparts:

This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

[Remainder of page intentionally blank]

IN WITNESS WHEREOF, the Parties have executed this Agreement as an instrument under seal as of the date first above written.

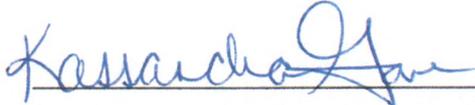
MASSACHUSETTS DEPARTMENT OF
TRANSPORTATION

By: _____

Name:

Title:

MUNICIPALITY

By: 

Name: Cassandra Gore

Title: Mayor

IN WITNESS WHEREOF, the Parties have executed this Agreement as an instrument under seal as of the date first above written.

MASSACHUSETTS DEPARTMENT OF
TRANSPORTATION

By: _____

Name:

Title:

MUNICIPALITY

By: Kassandra Gore

Name: Kassandra Gore

Title: Mayor

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IN WITNESS WHEREOF, the Parties have executed this Agreement as an instrument under seal as of the date first above written.

MASSACHUSETTS DEPARTMENT OF
TRANSPORTATION

By: _____

Name:

Title:

MUNICIPALITY

By: Kassandra Gove

Name: Kassandra Gove

Title: Mayor

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Exhibit A - Project Application

Exhibit B - Project Cost Estimate

Exhibit C - Environmental Punchlist

Shared Streets Grant Application - 935476397

noreply@formstack.com <noreply@formstack.com>

Mon 2/28/2022 10:31 AM

To: MassDOT Shared Streets <SharedStreets@dot.state.ma.us>;DOT Service-M365PA-Grants <Service-M365PA-Grants@dot.state.ma.us>

CAUTION: This email originated from a sender outside of the Commonwealth of Massachusetts mail system. Do not click on links or open attachments unless you recognize the sender and know the content is safe.



Formstack Submission For: **Shared Streets and Spaces**

Submitted at 02/28/22 10:30 AM

Part A: Applicant Information

Date: (Required):	02/25/2022
Are you in a Municipality or Transit Authority? (Required):	Municipality
Municipality: (Required):	AMESBURY
Name of official Municipal signatory: (Required):	Kassandra Gove, Mayor
Contact person: (Required):	Robert Desmarais
Address: (Required):	39 South Hunt Road Amesbury, MA 01913
Email: (Required):	rob@amesburyma.gov
Telephone: (Required):	(978) 388-8116
Has your municipality previously received a MassDOT Shared Streets and Spaces grant? (Required):	Yes
If Yes, list amounts and status (Required):	\$44,150 Complete

Exhibit A - Project Application

Part B. Project Information

Project Type(s) – see program website for project type descriptions and to ensure you select the correct option for your proposal. Please note: all selected types must be included in project description. Equipment Only may not be combined with other project types. (Required):

Bicycle and Pedestrian Infrastructure
Transit Supportive Infrastructure

Project Title:

Amesbury Point Shore Bike and Pedestrian Improvement Project

Project location (GPS coordinates): (Required):

42.8428647869087, -70.91439826916711

Amount requested from MassDOT: (Required):

200000.00

Project description (2-3 sentences): (Required):

Create a bike lane from Whittier Bridge to Merrimac Street. New bike lane on heavily traveled residential neighborhood.

Describe the project goals and benefits (1-2 sentences): (Required):

Improve bike access from various recreation facilities to other networks and residential areas.

Is the project intended to address a demonstrated need for Speed Management, according to local information, data, plans, or community concerns related to speed and safety? (Required):

Yes

If Yes, please describe the issue/need, including any/all data sources (Required):

Traffic Speed and volume have been a concern for the residents of Main Street along point shore for many years. In June 2018 the residents brought a petition to the Amesbury Traffic and Transportation Committee request some form of mitigation. Traffic counts in the area were taken and confirmed an 85% speed of 34 mph in a thickly settled area.

Is the project intended to provide improvements to infrastructure used by children to get to and from school (within two miles) or other youth destinations? If yes, please list schools or destinations. (Required):

Yes

Detail (Required):

Access to Amesbury's Visitor's Center, Garrison Trail, Ghost Trail and Riverwalk, Deer Island and Carriage Town Marketplace Shopping Center also connects to Maudsley Woods and Maudsley State Park from other locations and several populated residential areas.

Is the proposed project intended to provide improvements to infrastructure used by seniors to reach senior destinations (within one mile)? If yes, please list destinations. (Required):

Yes

Detail (Required):

Access to Amesbury's Visitor's Center, Garrison Trail, Ghost Trail and Riverwalk, Deer Island and Carriage Town Marketplace Shopping Center also connects to Maudsley Woods and Maudsley State Park from other locations and several populated residential areas.

Is the proposed project intended to support safe walking and biking within one mile of a transit stop? If yes, please list the transit stop(s). (Required):

Yes

Detail (Required):

Project connects residential areas with Carriage Town Marketplace stop on MVRTA Route 54.

Does the proposed project support safe routes to open

Yes

space and/or parks: if yes, please list the name of the facilities. (Required):

Access to Amesbury's Visitor's Center, Garrison Trail, Ghost Trail and Riverwalk, Deer Island and also connects to Maudsley Woods and Maudsley State Park from other locations and several populated residential areas.

Detail (Required):

Is the proposed project located in the municipality's Housing Choice designation area, will the project benefit from an Opportunity Zone Fund investment, or has the municipality implemented economic development best practices through the Community Compact program? (Required):

No

Are the proposed improvements located within one mile of Transit Oriented Development? (Required):

No

Will the proposed project be fully implemented by June 30, 2023? (Required):

Yes

Is this project intended to be a temporary or permanent improvement? (Required):

Permanent

Description of project implementation including staff roles and key milestones: (Required):

Public Works staff will prepare the project for bid and manage the contract throughout the project.

Rough Schedule is below in cumulative weeks from NTP:

Notice to Proceed +0 weeks

Bid + 6 weeks

Contracts +8 Weeks

Work begin +12 Weeks

Work Complete +20 weeks

Grant Complete +24 weeks

Total Project timeline 24 weeks.

List all materials required to implement the project, and how they will be obtained: (Required):

Gravel, concrete, asphalt, paint, and signage will be required for the project to be provided by the contractor.

The Shared Streets and Spaces Program requires municipalities to provide notice or opportunity for public engagement related to the proposed project. Please confirm whether this has occurred. If yes, please list engagement activities. (Required):

Yes

If yes, please list engagement activities (Required):

18 meetings of the Amesbury Traffic and Transportation Committee in the last 30 months discussing this issue with large groups of the public. The meetings are posted and notifications were sent via reverse 911 to notice residents about the meeting and the topic. Additionally the Mayor's office has held neighborhood meeting in the area discussing traffic, speeding and development.

Demonstration of compliance with safety and accessibility-related regulations (ADA and MAAB): (Required):

Yes

Part C: Site Information

Is this project entirely on municipally-owned infrastructure? (Required):

Yes

Indicate what, if any, MassDOT-owned infrastructure is integral to the proposed project. If improvements are proposed on MassDOT infrastructure, indicate whether the municipality has applied for an Access Permit. (Required):

None

Indicate what, if any,

None

Infrastructure owned by a state agency other than MassDOT is integral to the proposed project (i.e. the Department of Conservation & Recreation): (Required):

Demonstrate whether the proposed project is in a Census Block Group identified by the relevant Regional Planning Agency as an Environmental Justice area: (Required):

No

Would the proposed project divert, detour, or otherwise impede current public transit service, even temporarily? (Required):

No

Attach Project Cost Estimate (Required - PDF file type allowed):

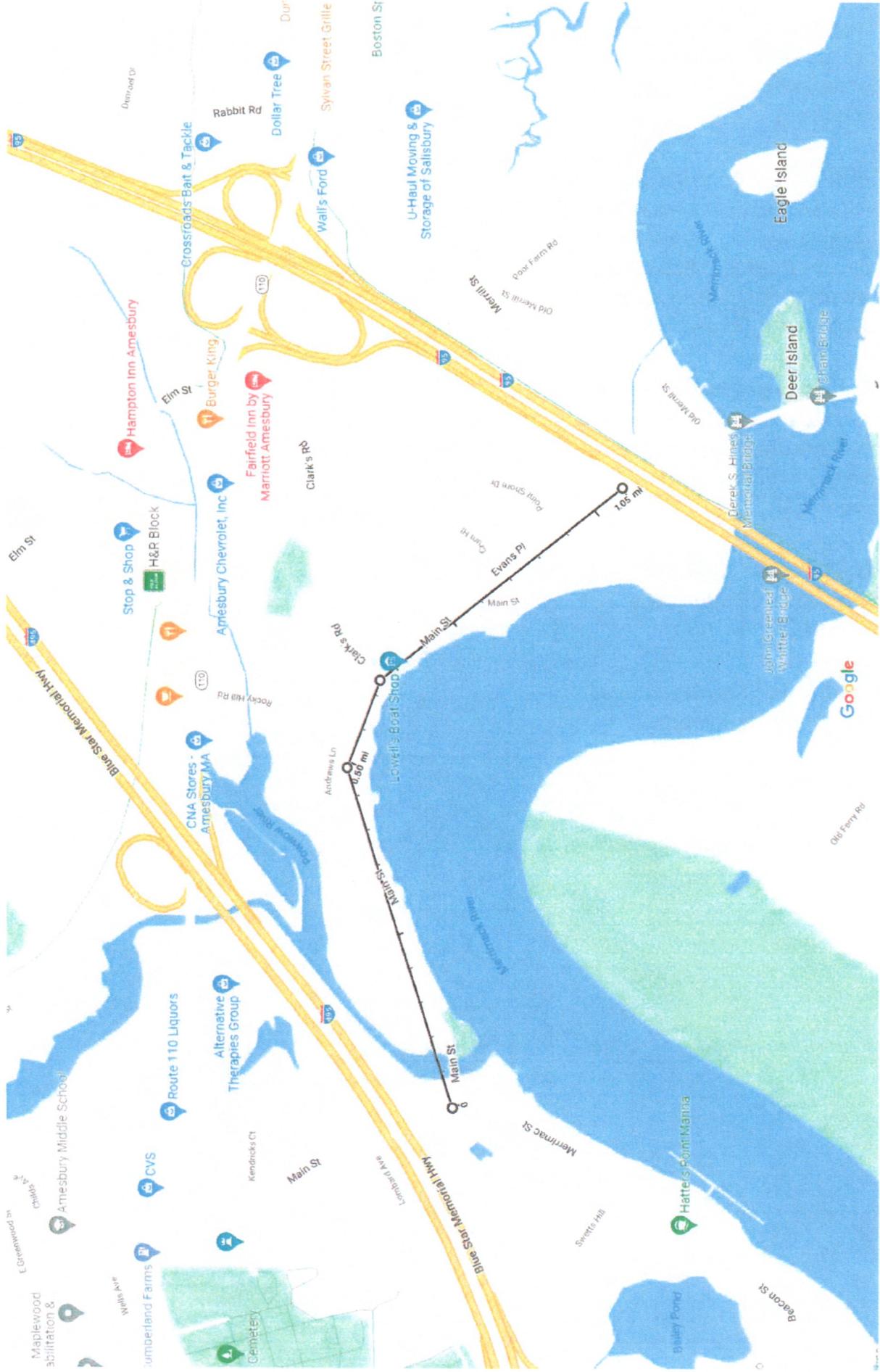
[View File](#)

Attach Locus Map(Optional - PDF file type allowed):

[View File](#)

Attach Illustrations of project (Optional - PDF, EXCEL, WORD, JPG, JPEG, PNG file types allowed):

[View File](#)



Map data ©2022 500 ft

Measure distance
Total distance: 1.05 mi (1.69 km)

Exhibit B - Project Cost Estimate

Estimate for Main Street Sidewalk and Bike Lane						
Estimated by RLD	Date	2022-02-28				
Item	Quantity	Units	Unit Price	Total		
Mobilization/General Conditions	1	LS	\$ 7,000	\$ 7,000		
Full Depth Pavement	600	SY	\$ 150	\$ 90,000		
HMA Apron Reconstruction	400	SY	\$ 90	\$ 36,000		
New Granite Curb	600	LF	\$ 75	\$ 45,000		
Landscaping	90	SY	\$ 20	\$ 1,800		
High Friction Surface Treatment	630	SY	\$ 25	\$ 15,750		
Traffic Signing & Markings	1	LS	\$ 50,000	\$ 50,000		
Subtotal				\$ 245,550		
Traffic Management				\$ 12,000		
Subtotal Construction Items				\$ 257,550		
Contingencies						
15% Construction				\$ 38,633		
Police Details				\$ 35,000		
10% Construction Engineering				\$ 25,755		
Contingencies Subtotal				\$ 99,388		
Project Total				\$ 356,938		
Project Funding						
Shared Streets and Spaces				\$ 200,000		
Chapter 90				\$ 156,938		