

Order 83-19/20

Passage: 8-0 (Cook absent) on 11/18/2019

Effective 11/28/2019

ETHAN K. STRIMLING (MAYOR)
BELINDA S. RAY (1)
SPENCER R. THIBODEAU (2)
BRIAN E. BATSON (3)
JUSTIN COSTA (4)

CITY OF PORTLAND
IN THE CITY COUNCIL

KIMBERLY COOK (5)
JILL C. DUSON (A/L)
PIOUS ALI (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

**ORDER APPROVING MODIFICATION TO
TWO-PARTY AGREEMENT BETWEEN PORTLAND
AND THE MAINE DEPARTMENT OF TRANSPORTATION
RE: IMPROVEMENTS TO INDIA STREET**

ORDERED, that the Modification to Agreement between the Maine Department of Transportation and the City of Portland for improvements to India Street with State Work Identification Number 024037.00 is hereby approved in substantially the form attached hereto; and

BE IT FURTHER ORDERED, that the City Council hereby authorizes the City Manager or his or her designee to execute said documents and any other related documents necessary or convenient to carry out the intent of said documents and this Order.



MaineDOT use only

TEDOCS #: _____
 CTM #: DOT0819-40823
 CSN #: 40823
 PROGRAM: Highway Program

MODIFICATION # 1 TO MUNICIPAL/STATE AGREEMENT

Project Location: Portland
 State W.I.N. #: 24037.00
 Federal Aid Project #: 2403700
 Vendor Customer #: 17A12144

Original Estimated Municipal Share: \$299,000.00
 Current Estimated Municipal Share: \$299,000.00
 Modified Estimated Municipal Share: \$193,874.00 N/A
 Current Agreement End Date: August 28, 2024
 Modified Agreement End Date: _____ N/A

This Modification hereby amends a Municipal/State Agreement (Agreement) that was executed by MaineDOT on August 28, 2019, with the Municipality of Portland for India Street, beginning at Congress Street and extending south 0.29 miles to Commercial Street, regarding the above referenced project as follows:

The following checked appendices are hereby incorporated into this modification by reference:

- Appendix A – Project scope, cost sharing, and payment schedule (*not required for non-monetary agreements.*)
- Appendix B – Perpetual Bicycle/Pedestrian Facility Maintenance
- Appendix B – Perpetual Drainage Maintenance
- Appendix B – Perpetual Landscape Maintenance
- Appendix B – Perpetual Operation and Maintenance of Lighting/Flashing Beacon and/or Signage with Associated Light(s)
- Appendix B – Perpetual Traffic Signal Operation and Maintenance
- Appendix B – Perpetual Traffic Signal Operation and Shared Maintenance
- Appendix B – Perpetual Bridge Lighting/Approach Lighting Maintenance & Snow Plowing
- Appendix C – Additional work requested by Municipality

Modified Estimated Municipal Share. The Estimated Municipal Share of the Agreement shall be **decreased** by: \$105,126.00 from \$299,000.00 to \$193,874.00.

Agreement End Date. The End Date of the Agreement shall be extended from _____ to _____.

Change in Scope of Work. The Scope of Services specified in the Agreement shall be modified by _____.

All other terms and conditions of the original Agreement shall remain in effect. This Modification hereby becomes part of the original Agreement. MaineDOT and the Municipality of Portland, by their duly authorized representatives, have executed this modification to said original Agreement, which shall become effective on the date last signed below.

MUNICIPALITY OF PORTLAND

MAINE DEPARTMENT OF TRANSPORTATION

By: _____
 Jon Jennings, City Manager

By: _____
 Richard J. Crawford, Director
 Bureau of Project Development

 Date

 Date

I certify that the signature above is true and accurate. I further certify that the signature, if electronic: (a) is intended to have the same force as a manual signature; (b) is unique to myself; (c) is capable of verification; and (d) is under the sole control of myself.

APPENDIX A
PROJECT SCOPE AND COST SHARING
MAINE DEPARTMENT OF TRANSPORTATION
MUNICIPAL/STATE AGREEMENT
Transportation Improvement Project

MUNICIPALITY OF PORTLAND

PROPOSED IMPROVEMENTS TO INDIA STREET

FEDERAL AID PROJECT NO. 2403700

STATE PROJECT IDENTIFICATION NUMBER (WIN) 24037.00

Project Scope:

Mill and Fill India Street, beginning at Congress Street and extending south 0.29 miles to Commercial Street.

Funding Outline:

The Total Project Estimated Cost is \$ 251,874.00 , and the Parties agree to share costs through all stages of the Project under the terms outlined below.

Work Element	Municipal Share		Project Share				Total Cost
			Federal	Portion	MaineDOT (State) Portion		
	%	\$	%	\$	%	\$	\$
Preliminary Engineering	0.0%	\$ -	0.0%	\$ -	100.0%	\$ 872.00	\$ 872.00
Right of Way	0.0%	\$ -	0.0%	\$ -	100.0%	\$ -	\$ -
Construction	0.0%	\$ -	0.0%	\$ -	100.0%	\$ 56,260.00	\$ 56,260.00
Construction Engineering	0.0%	\$ -	0.0%	\$ -	100.0%	\$ 868.00	\$ 868.00
PROJECT SHARES		\$ -		\$ -		\$ 58,000.00	\$ 58,000.00
Total Cost of Additional Work Requested by Municipality (Below)	100.0%	\$ 193,874.00					
TOTAL ESTIMATED MUNICIPAL SHARE (Receivable Amount)		\$ 193,874.00					

(Check if applicable)

Additional Work as outlined in Appendix C to this Agreement.

Funding Outline: The Municipality agrees to pay 100% of the costs for the work outlined below.

Additional Work	Cost: 100% Municipal Share	
Change Scope of Work from CPR to Mill & Fill	\$	183,874.00
Adjust Sewer MHs 10 @ \$1,000 ea.	\$	10,000.00
TYPE OF WORK	\$	-
TOTAL COST OF ADDITIONAL WORK REQUESTED BY MUNICIPALITY	\$	193,874.00

Payment:

The Municipality shall submit payment to MaineDOT within 30 days from the invoice date.

1. Prior to award of the contract for Project construction, the Municipality will be invoiced a portion of its share of the cost of the Project.

Invoicing will include the following:

- a. 100% of the local share of the Preliminary Engineering and Right of Way costs; plus
- b. Fifty percent (50%) of the local share of the Construction and Construction Engineering cost based on the total bid price of the Project; plus
- c. 100% of all additional work requested by the Municipality.

2. Final Voucher Payment to the Contractor. A final bill will be created following MaineDOT's final voucher payment to the Contractor, after all quantities are verified, and any required adjustments have been made. The cost of the work for which MaineDOT will bill the Municipality shall be determined by the contract prices and the completed quantities of the work items or, in the event of termination, the local share of Project development cost to the point of termination as stipulated above. The final invoice will include the Municipality's share of any remaining costs.

Invoicing Schedule: The Municipal Payment Schedule shown below includes estimated invoicing dates based upon the estimated schedule and estimated cost of the Project:

Municipality Name	Receivable Amount	Estimated Invoice Date
City of Portland	\$193,874.00	5/1/2020
City of Portland	Balance Remaining If Any	1/1/2021
Total Receivable Amount:	\$193,874.00	