

Order 82-19/20

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 THE MODIFICATION TO AGREEMENT
BETWEEN PORTLAND
AND THE MAINE DEPARTMENT OF TRANSPORTATION
RE: IMPROVEMENTS TO DANFORTH STREET**

ORDERED, that the Modification to the Two-Party Agreement between the Maine Department of Transportation and the City of Portland to construct improvements to Danforth Street with State Work Identification Number 22170 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 #: DOT0519-40397
CSN #: 40397
PROGRAM: Highway Program

MODIFICATION # 1 TO MUNICIPAL/STATE AGREEMENT

Project Location: Portland
 State W.I.N. #: 22170.00
 Federal Aid Project #: 2217000
 Vendor Customer #: 17A12144

Original Estimated Municipal Share: \$186,650.00
 Current Estimated Municipal Share: \$186,650.00
 Modified Estimated Municipal Share: \$222,628.57 N/A
 Current Agreement End Date: May 8, 2024
 Modified Agreement End Date: _____ N/A

This Modification hereby amends a Municipal/State Agreement (Agreement) that was executed by MaineDOT on May 10, 2019, with the Municipality of Portland for making improvements to Danforth Street, beginning at High Street and extending southwest 0.78 miles to 0.05 miles north of Vaughan 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

Increased Estimated Municipal Share. The Estimated Municipal Share of the Agreement shall be increased by: \$35,978.57 from \$186,650.00 to \$222,628.57.

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 DANFORTH STREET

FEDERAL AID PROJECT NO. 2217000

STATE PROJECT IDENTIFICATION NUMBER (WIN) 22170.00

Project Scope: Mill and Fill on Danforth Street, beginning at High Street and extending southwest 0.78 miles to 0.05 miles north of Vaughan Street.

Funding Outline: The Total Project Estimated Cost is \$ 860,514.26 , 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	25.0%	\$ 8,750.00	75.0%	\$ 26,250.00	0.0%	\$ -	\$ 35,000.00
Right of Way	25.0%	\$ -	75.0%	\$ -	0.0%	\$ -	\$ -
Construction	25.0%	\$ 186,378.57	75.0%	\$ 559,135.70	0.0%	\$ -	\$ 745,514.26
Construction Engineering	25.0%	\$ 17,500.00	75.0%	\$ 52,500.00	0.0%	\$ -	\$ 70,000.00
PROJECT SHARES		\$ 212,628.57		\$ 637,885.70		\$ -	\$ 850,514.26
Total Cost of Additional Work Requested by Municipality (Below)	100.0%	\$ 10,000.00					
TOTAL ESTIMATED MUNICIPAL SHARE (Receivable Amount)		\$ 222,628.57					

(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	
Sewer Manhole Adjustments - 10 @ \$1,000 ea.	\$	10,000.00
TYPE OF WORK	\$	-
TYPE OF WORK	\$	-
TOTAL COST OF ADDITIONAL WORK REQUESTED BY MUNICIPALITY	\$	10,000.00

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	\$120,689.29	5/1/2020
City of Portland	\$101,939.28	6/30/2020
City of Portland	Balance Remaining if Any	1/1/2021
Total Receivable Amount:	\$222,628.57	