

Order 152-16/17

Passage: 8-0 (Ray absent) on 3/20/2017

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**

Effective 3/30/2017

DAVID H. BRENERMAN (5)
JILL C. DUSON (A/L)
PIOUS ALI (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

**ORDER AMENDING AGREEMENT BETWEEN THE CITY OF PORTLAND AND
MAINE DEPARTMENT OF TRANSPORTATION
RE: FOREST AVENUE AND WOODFORD'S CORNER IMPROVEMENTS**

ORDERED, that the two-party agreement between the City of Portland and the Maine Department of Transportation (MaineDOT), identified as WIN #020543, approved by Order 172-14/15 on March 21, 2016 and , is hereby amended and approved in substantially the form attached as WIN #020543.10, for work on Forest Avenue and at Woodford's Corner; 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.

Internal Use Only

TEDOCS #: _____

DOT Generated #: DOT0516-35945

CSN#: 35945

MODIFICATION # 1 TO MUNICIPAL/STATE AGREEMENT

MaineDOT Program / Division / Office: Multimodal Program

MaineDOT Contact Person: Aurele Gorneau II

Project Location: Portland

State W.I.N. #: 020543.00/020543.10

Federal W.I.N. #: STP-2054(300)/STP-2054(310)

Vendor Customer #: 17A12984

Original Agreement Receivable Amount: \$640,477.10

Current Agreement Receivable Amount: \$640,477.10

Modified Agreement Receivable Amount: \$1,206,852.10 N/A

Current Agreement Expiration Date: 5/20/2019

Modified Agreement Expiration Date: _____ N/A

This Modification hereby amends a Municipal/State Agreement (Agreement) that was executed by MaineDOT on 5/20/2016, with the Municipality of PORTLAND for FOREST AVENUE/WOODFORD'S CORNER for 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
- Appendix B – Bicycle/Pedestrian Facility Maintenance
- Appendix B – Landscape Maintenance
- Appendix B – Lighting/Flashing Beacon Operation and Maintenance
- Appendix B – Traffic Signal Operation and Maintenance
- Appendix C – Additional work requested by Municipality

Increased Receivable Amount. The Municipal Share (estimated receivable amount) of the Agreement shall be increased by: \$566,375.00 from \$640,477.10 to \$1,206,852.10.

Expiration Date. The Expiration 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 CHANGE FROM MILL AND PAVE TO FULL DEPTH CONSTRUCTION.

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: _____
Dale Doughty, Director, Maintenance & Operations

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 FOREST AVENUE/WOODFORD'S CORNER

FEDERAL AID PROJECT NO. STP-2054(300)

STATE PROJECT IDENTIFICATION NUMBER (WIN) 20543.00

Project Scope:

Reconfigure Forest Ave. traffic pattern at Woodford's Corner and Ocean Ave, widen sidewalks, add streetscape aesthetics, extend shared lane bikeways and reduce crossing distances for pedestrians.

Funding Outline:

The Total Project Estimated Cost for WIN 020543.00 is \$ 2,629,126.00 , and the Parties agree to share costs through all stages of the Project under the terms outlined below.

Combined Funding Outline:

The combined total Project Estimated Cost for WIN 020543.00 & WIN020543.10 is \$ 3,183,728.00

Work Element	Municipal Share		Project Share				Total Cost
			MPO	Portion	MaineDOT (State) Portion		
	%	\$	%	\$	%	\$	\$
Preliminary Engineering	10.0%	\$ 22,481.30	80.0%	\$ 179,850.40	10.0%	\$ 22,481.30	\$ 224,813.00
Right of Way	10.0%	\$ 6,250.00	80.0%	\$ 50,000.00	10.0%	\$ 6,250.00	\$ 62,500.00
Construction	10.0%	\$ 148,156.30	80.0%	\$ 1,185,250.40	10.0%	\$ 148,156.30	\$ 1,481,563.00
Construction Engineering	10.0%	\$ 14,987.50	80.0%	\$ 119,900.00	10.0%	\$ 14,987.50	\$ 149,875.00
PROJECT SHARES		\$ 191,875.10		\$ 1,535,000.80		\$ 191,875.10	\$ 1,918,751.00
Total Cost of Additional Work Requested by Municipality (Below)	100.0%	\$ 710,375.00					
TOTAL ESTIMATED MUNICIPAL SHARE (Receivable Amount for WIN's 20543.00/.10)		\$ 1,206,852.10					

APPENDIX A CON'T.
PROJECT SCOPE AND COST SHARING
MAINE DEPARTMENT OF TRANSPORTATION
MUNICIPAL/STATE AGREEMENT
Transportation Improvement Project

MUNICIPALITY OF PORTLAND

PROPOSED IMPROVEMENTS TO FOREST AVENUE/WOODFORD'S CORNER

FEDERAL AID PROJECT NO. STP-2054(310)

STATE PROJECT IDENTIFICATION NUMBER (WIN) 20543.10

Project Scope: Upgrade the Railroad crossing signals and gates to current standards and to meet the new roadway and pedestrian facility widths.

Funding Outline: The Total Project Estimated Cost for WIN 020543.10 is \$ 554,602.00 , 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	10.0%	\$ 2,050.00	90.0%	\$ 18,450.00		\$ -	\$ 20,500.00
Right of Way		\$ -		\$ -		\$ -	
Construction	10.0%	\$ 25,562.78	90.0%	\$ 230,065.00		\$ -	\$ 255,627.78
Construction Engineering	10.0%	\$ 165.00	90.0%	\$ 1,485.00		\$ -	\$ 1,650.00
PROJECT SHARES		\$ 27,777.78		\$ 250,000.00		\$ -	\$ 277,777.78
Total Cost of Additional Work	100.0%	\$ 276,824.22					
TOTAL ESTIMATED MUNICIPAL		\$ 304,602.00					

(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	
PE - Design to include Full Construction on Forest Ave. WIN 20543.00	\$	56,250.00
CON - FULL CONSTRUCTION incl. \$90,125 CE WIN 20543.00	\$	654,125.00
CON - Balance of Construction cost for RR Crossing above \$277,777.78 covered in WIN 20543.10	\$	276,824.22
TOTAL COST OF ADDITIONAL WORK REQUESTED BY MUNICIPALITY	\$	987,199.22

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
PORTLAND	\$1,112,416.31	5/1/2017
PORTLAND	\$94,435.79	7/1/2018
Total Receivable Amount:	\$1,206,852.10	

APPENDIX C
Additional Work

MAINE DEPARTMENT OF TRANSPORTATION
MUNICIPAL/STATE AGREEMENT
Transportation Improvement Project

MUNICIPALITY OF PORTLAND

PROPOSED IMPROVEMENTS TO FOREST AVENUE/WOODFORD'S CORNER

FEDERAL AID PROJECT NO. STP-2054(300)/STP-2054(310)
STATE PROJECT IDENTIFICATION NUMBER (WIN) 020543.00/020543.10

1. Description of Work Being Added to Project By The Municipality:

FULL DEPTH RECONSTRUCTION along Forest Ave. from Station 12+50 to 28+50 and upgrade the crossing signals at approximately Station 26+50+/-

2. The Municipality agrees to furnish all plans, specifications and estimates necessary to include additional work under the Project; No - Disregard this Section, or Yes - as follows:

- a) All plans and specifications shall conform to the standards used by the Department as set forth in the latest version of its "*Highway Design Guide*" and "*Standard Details for Highways and Bridges*" and comply with the Department's Utility Accommodation Policy as set forth in its "*Policy On Above Ground Utility Locations*".
- b) All plans shall be size "D" drawings measuring 22 inches by 36 inches reproducible in black and white print.
- c) All specifications shall be printed on 8-1/2 inch wide by 11 inch long paper suitable for binding in the Department's proposal book.
- d) The Municipality shall provide a detailed engineer's estimate of the cost of such additional work calculated in a manner acceptable to the Department and allowable for bidding. The Municipality agrees that all cost information developed for such bidding shall be kept confidential pursuant to the provisions of Title 23 of the Maine Revised Statutes Annotated (M.R.S.A.) Section 63.
- e) The Municipality shall obtain all permits, licenses, releases and approvals necessary or incidental to the additional work described in Section 1 above.
- f) The submission of all plans, specifications and estimates; as well as all permits, licenses, releases and approvals shall be done in such a timely manner as not to unreasonably delay the Department's schedule for soliciting bids to construct the Project.
- g) The Municipality may utilize the electronic exchange of CADD data; the Municipality must accept pertinent electronic input data as specified by the Department. A copy of the

Department's specifications can be found on its website under Business and CADD support. It is the responsibility of the Municipality to translate this data into other formats required for use in their design software.

3. Following solicitation of competitive bids for the Project under Paragraph D of the Agreement; but before award of a contract to construct the Project that includes additional work as described in Section 1 above; action must be taken by the Municipality:

- a) If the bid price received for such additional work exceeds the detailed engineers estimate by any more than ten (10%) percent, the Municipality may reject such bid price by notifying the Department in writing within five (5) business days following the opening of such bids. The Municipality may waive such right by doing so in writing anytime prior to or during such period. Otherwise, all decisions pertaining to the acceptance of bids and the award of any construction contract shall be the sole discretion of the Department.
- b) If the bid price for such additional work is acceptable to the Municipality, the Municipality shall pay the Department, an amount equal to the Municipality's share of the estimated cost of such additional work based upon the prices of the successful bidder. Following receipt of payment, the Department agrees to award a contract to construct the Project including the additional work.
- c) The parties agree that any additional adjustments to the amount of any payment or deposit made pursuant to the provisions of subparagraph b) above because of any differences between estimated and actual quantities which effects the actual cost of such additional work shall be due and payable upon determination of final quantities, unless the Department determines that the actual cost of such additional work is expected to differ measurably from the amount of such payment, due to changes in quantities placed or work performed during the period of construction.