

Order 131-18/19

Passage: 9-0 on 1/23/2019

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**

Effective 2/2/2019

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

**ORDER APPROVING MODIFICATION OF THE TWO-PARTY AGREEMENT
BETWEEN PORTLAND
AND THE MAINE DEPARTMENT OF TRANSPORTATION
RE: FUNDING FOR SIGNAL UPGRADES ON CONGRESS STREET FROM FORE
RIVER PARKWAY TO STEVENS AVENUE**

ORDERED, that the modification of the two-party Partnership Agreement between the Maine Department of Transportation and the City of Portland with WIN 018664 for additional federal funding for traffic signal upgrades on Congress Street from Fore River Parkway to Stevens Avenue 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.

- ❑ Section 2B MAINEDOT SHARE shall be modified to read as follows: MaineDOT, using federal funding approved by PACTS, will contribute federal money to the Project at the rate of **75 percent**, up to a maximum federal share of **\$412,500.00**. Additionally, MaineDOT will contribute state funds to the construction stage of the Project at the approximate rate of 3.22 percent, up to **\$15,000.00**.
- ❑ Section 2C LOCAL SHARE shall be modified to read as follows: In the preliminary engineering, right of way and construction engineering stages, the City shall share in federally participating costs at the rate of **25 percent**, or an estimated **\$20,900.00**. In the construction stage, the City shall share in federally participating costs at the approximate rate of **21.78 percent**, or an estimated **\$101,600.00**. Additionally, the City shall be fully responsible for the following:
 1. Non-participating construction costs, or an estimated \$145,000.00;
 2. Costs exceeding the total of this Agreement, as shown in Section 2A above; and
 3. Costs incurred before the original execution date of this Agreement.

ARTICLE 9. EXPIRATION

This section shall be modified to read as follows: This Agreement shall expire upon MaineDOT’s payment of the final invoice from the City for the Project or **June 30, 2021**, whichever occurs first, except as follows:

1. Section 3Q, Maintenance, shall be enforced in accordance with Attachment 3 to the original Agreement.
2. Article 4, Records & Audit, shall remain in place until all activity pursuant to this provision is completed.
3. Section 5B, Confidentiality, shall remain in effect until negated by law.
4. Section 5C, Indemnification, shall remain in place until specifically terminated by the **Parties** or negated by law.

All other terms and conditions of the original Agreement shall remain in effect. **MaineDOT** and the **City of Portland**, by their duly authorized representatives, have executed this modification to the original Agreement on the date last signed below.

City of Portland

Maine Department of Transportation

By: _____
Jon P. Jennings, City Manager *

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

Date: _____

Date: _____

** I certify that the foregoing signature is true and accurate. I further certify – pursuant to 10 M.R.S.A. §9502, et seq. – 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, (d) is under my sole control, and (e) is linked to data in such a manner that it is invalidated if the data are changed.*