

Order 213-18/19

Passage as an Emergency: 9-0 on 9/4/2019

Effective 9/4/2019

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 OF THE THREE-PARTY AGREEMENT
BETWEEN PORTLAND, THE PORTLAND AREA COMPREHENSIVE
TRANSPORTATION SYSTEM
AND THE MAINE DEPARTMENT OF TRANSPORTATION
RE: CONGRESS STREET INTERSECTION IMPROVEMENTS**

ORDERED, that the modification of three-party Municipal Partnership Initiative Program Agreement between the Maine Department of Transportation, the Portland Area Comprehensive Transportation System and the City of Portland for Congress Street Intersection Improvements, with WIN 022132, 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.



Internal Use Only

TEDOCS #: _____
 AMS Advantage #: DOT1116-37022 PACTS & DOT1116-37023 Portland
 CSN#: 37022 PACTS & 37023 Portland

**MAINE DEPARTMENT OF TRANSPORTATION
 MODIFICATION # 1 TO THREE-PARTY PARTNERSHIP AGREEMENT**

Project Location: <u>Portland</u>	Original Estimated Project Amount: <u>\$83,750.00</u>
State W.I.N. #: <u>022132.00</u>	Current Estimated Project Amount: <u>\$83,750.00</u>
Federal W.I.N. #: <u>2213200</u>	Modified Estimated Project Amount: <u>\$634,260.00</u>
Customer ID#: <u>PACTS</u>	Current Agreement Expiration Date: <u>12/30/2019</u>
Customer ID#: <u>PORTLAND</u>	Modified Agreement Expiration Date: <u>12/31/2021</u> <input type="checkbox"/> N/A

This Modification hereby amends a Three-Party Partnership Agreement that was executed by MaineDOT on 11/8/2016, with the Portland Area Comprehensive Transportation System (PACTS) and the City of Portland (Municipality), hereinafter the "Parties" for Congress Street Intersection Improvements (Project) as follows:

- Increased Estimated Project Amount.** The maximum amount of the Agreement shall be increased by: \$550,510.00 from \$83,750.00 to \$634,260.00. Reason: The preliminary engineering phase is completed; the Project is to move forward with full development.
- Expiration Date.** The Contract Expiration Date of the Project Contract shall be extended from 12/30/2019 to 12/31/2021. Reason: Additional time needed to complete the project.

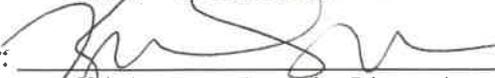
The following attachments are hereby incorporated into this Modification:

- Appendix A – Agreement Revisions**

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

**PORTLAND AREA COMPREHENSIVE
 TRANSPORTATION SYSTEM**

MAINE DEPARTMENT OF TRANSPORTATION

By: 
 Kristina Egan, Executive Director*
 Greater Portland Council of Governments
 For Portland Area Comprehensive Transportation System

By: _____
 Andrew T. Bickmore, Acting Director*
 Bureau of Planning

3/6/19

 Date

 Date

MUNICIPALITY OF PORTLAND

By: _____
 Jon Jennings, City Manager*

 Date

**I certify that the foregoing signature is true and accurate, and if electronic, I further certify that it (a) is intended to have the same force as a manual signature, (b) is unique to myself, (c) is capable of verification, (d) is under the sole control of myself, and (e) is linked to data in such a manner that it is invalidated if the data are changed. 10 M.R.S.A. §9502, et seq.*

APPENDIX A

Replace Project Cost with the following:

Project Cost Sharing and Payment Schedule:

- a. **Financial Obligations:** The total estimated cost of the Project is \$634,260.00 (the “Project Estimate”). The Parties agree to share in all Project costs associated with the Project phases outlined in the table below. Each Party’s share of the Project’s actual costs associated with each phase shall be allocated as follows, unless otherwise negotiated by mutual agreement of the Parties.
- i. **Federal Share** (provided by MaineDOT through PACTS Federal Allocation) - 75% of eligible Project costs, up to a maximum of \$475,687.50.
 - ii. **State Share** (provided by MaineDOT through PACTS State Allocation) - 0% of eligible Project costs, up to a maximum of \$0.00.
 - iii. **Municipality’s Share** (provided by the Municipality through the Municipality’s obligation of funds) - 25% of eligible Project costs, which is estimated at \$158,562.50, plus 100% of the following:
 1. Any costs deemed ineligible for federal and state participation.
 2. Any costs associated with additional work requested by the Municipality that is outside the Project scope of work.
 3. All Project costs exceeding the Project Estimate after the above referenced Party Shares have been applied, unless otherwise agreed to in writing by the Parties through a written modification to this Agreement.

Work Phase	Estimated PACTS Federal Share		Estimated PACTS State Share		Estimated Municipality's Share		Estimated Total Cost
	%	\$	%	%	%	\$	
Preliminary Engineering	75%	\$ 67,500.00	0%	\$ -	25%	\$ 22,500.00	\$ 90,000.00
Right of Way	75%	\$ 375.00	0%	\$ -	25%	\$ 125.00	\$ 500.00
Construction	75%	\$ 378,237.00	0%	\$ -	25%	\$ 126,079.00	\$ 504,316.00
Construction Engineering	75%	\$ 29,575.50	0%	\$ -	25%	\$ 9,858.50	\$ 39,434.00
TOTALS:		\$ 475,687.50		\$ -		\$ 158,562.50	\$ 634,250.00

Payment Schedule: The PACTS Share will be disbursed by MaineDOT in accordance with the allocations outlined above. If the Parties elect to move forward with full development of the Project as contemplated in this Agreement, the Municipal Share will be invoiced by MaineDOT in accordance with the payment schedule outlined in the Municipal-State Agreement described herein. If the Parties choose not to proceed to full Project development and no Municipal-State Agreement is executed, the Municipal share, based on the allocations outlined above, will be invoiced as promptly as practicable upon that decision having been made. Upon receipt of such invoice, the Municipality shall submit payment to MaineDOT within thirty (30) days.