

Order 153-20/21

Motion to postpone to February 1, 2021: 9-0 on 1/20/2021

Passage: 9-0 on 2/1/2021

Effective 2/11/2021

KATE SNYDER (MAYOR)
BELINDA S. RAY (1)
SPENCER R. THIBODEAU (2)
TAE Y. CHONG (3)
ANDREW ZARRO (4)

**CITY OF PORTLAND
IN THE CITY COUNCIL**

MARK DION (5)
APRIL D. FOURNIER(A/L)
PIOUS ALI (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

**ORDER APPROVING MODIFICATION TWO OF THE AGREEMENT BETWEEN
THE MAINE DEPARTMENT OF TRANSPORTATION AND
THE CITY OF PORTLAND
RE: CONGRESS STREET TRAFFIC SIGNALS**

ORDERED, that the second modification of the 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.



<i>MaineDOT use only</i>	
AMS ID: <u>20161011000000000190</u>	
CSN: <u>36622</u>	
TEDOCS #: _____	
PROGRAM: <u>Multimodal</u>	

MAINE DEPARTMENT OF TRANSPORTATION
Modification 2 to a Locally Administered Project Agreement
 With the
City of Portland
 Regarding
Advanced Traffic Management System on Congress Street

<i>MaineDOT Use Only</i>	
Modified Agreement Amount: <u>\$1,048,000.00</u>	Federal Authorization Date: <u>01/04/2016</u>
Federal Funds: <u>\$412,950.00</u>	Federal Project #: <u>STP-1866(400)</u>
State Funds: <u>\$15,000.00</u>	MaineDOT WIN: <u>018664.00</u>
Local Funds: <u>\$620,050.00</u>	Portland Vendor ID: <u>VC1000073476</u>
Agreement Begin Date: <u>10/06/2016</u>	Portland DUNS Number: <u>07-174-780</u>
Modified End Date: <u>12/31/2022</u>	CFDA #: <u>20.205</u>

Modification 2 hereby amends an Agreement for a federal-aid project consisting of traffic signal upgrades on Congress Street in Portland that took effect October 6, 2016, as shown below.

ARTICLE 2. PROJECT FINANCES

- Section 2A UPSET LIMIT shall be modified to read as follows: The current estimated cost of the Project is **\$1,048,000.00** (Project Cost), to be shared as set out below.

Preliminary Engineering and Right of Way

Local		Federal		Total
25%	\$27,750.00	75%	\$83,250.00	\$111,000.00

Construction

Local		Federal		State		Total
67.00%	\$571,050.00	31.24%	\$265,950.00	1.76%	\$15,000.00	\$852,000.00

Construction Engineering

Local		Federal		Total
25%	\$21,250.00	75%	\$63,750.00	\$85,000.00

- Section 2B MAINEDOT SHARE shall be modified to read as follows: In the preliminary engineering, right of way and construction engineering stages, MaineDOT will contribute federal money at the rate of **75 percent**, up to a maximum of **\$147,000**. In the construction stage, MaineDOT will contribute federal funding at the approximate rate of **31.24 percent**, up to a maximum of **\$265,950.00**. Additionally, MaineDOT will contribute state funds to the construction stage of the Project at the approximate rate of 1.76 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 **\$49,000.00**. In the construction stage, the City shall share in federally participating costs at the approximate rate of **67 percent**, or an estimated **\$571,050.00**. Additionally, the City shall be fully responsible for the following:
 1. Costs exceeding the total of this Agreement, as shown in Section 2A above; and
 2. 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 **December 31, 2022**, 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: _____
Jeff Tweedie, Program Manager *
 Multimodal Program

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.*