

Order 48-17/18

Passage: 9-0 on 9/18/2017

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 9/28/2017

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

**ORDER APPROVING MUNICIPAL PARTNERSHIP INITIATIVE AGREEMENT  
BETWEEN PORTLAND AND MAINE DEPARTMENT OF TRANSPORTATION  
RE: WASHINGTON AVENUE PAVING BETWEEN ALLEN AND OCEAN AVENUES**

**ORDERED**, that the two-party agreement between the Maine Department of Transportation (MDOT) and the City of Portland, for paving on Washington Avenue between Allen Avenue and Ocean Avenue, with the MDOT identification number of 21928.12, 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>Internal Use Only</i> |
| TEDOCS #: _____          |
| CT#: _____               |
| CSN#: _____              |

**STATE OF MAINE DEPARTMENT OF TRANSPORTATION  
MUNICIPAL PARTNERSHIP AGREEMENT**

**WIN 21928.12**

**REGARDING WASHINGTON AVE.**

**PORTLAND**

This Cooperative Agreement (AGREEMENT) is entered into by and between the MAINE DEPARTMENT OF TRANSPORTATION (“MaineDOT”), an agency of state government with its principal administrative offices located on Child Street, Augusta, Maine, and the **CITY OF PORTLAND** (“MUNICIPALITY”), a municipality in the State of Maine with offices located at **389 Congress St., Portland, ME.**

**WHEREAS,**

**Portland** shall perform 1.42 miles of Highway Mill and Fill improvements on Washington Ave, between Allen Avenue and Ocean Avenue.

**Portland** estimates this project at **\$1,000,000.00**

**PORTLAND SHALL:**

- A. Procure all contracts for and oversee the Project on **Washington Avenue** for the Work outlined above.
- B. Cause such Work to be performed in accordance with a design by an engineer licensed in the State of Maine. The Licensed Engineer shall provide a certification to the Municipality and to MaineDOT that, in his/her professional opinion, the Project as designed will provide a smooth ride, not reduce the safety, mobility or structural quality of the state [state aid] road. All design documents must be stamped and signed in accordance with this provision by the Professional Engineer.
- C. Agree to secure all necessary Federal, State and Local permits necessary to complete the work. Portland also agrees to secure any needed property rights in accordance with all applicable State and Federal Law.
- D. Agrees that any exceptions to State Design Standards shall be documented as part of this process. This documentation shall compare the new design to the existing conditions for each of the exceptions to current design standards. Any such exceptions shall be displayed on the cover sheet for the Project plans with the signature and PE stamp of the engineer responsible for the design of the Project.
- E. Be responsible, within the Project limits, for the following:

- a. Ensuring that the safety of the corridor and the life of the resulting structural and design elements are equal to or better than existing conditions and design;
  - b. Ensuring that the structures, roadways and/or design features affected by the Project work shall, at a minimum, be of equal dimensions to the existing features or structures and shall be of improved quality in terms of materials and utility;
  - c. Ensuring that the Project does not introduce any unanticipated safety hazards to the traveling public;
  - d. Ensuring that the Project retains the same level of mobility or improves mobility of travel within the corridor;
  - e. Ensuring that the Project does not in any manner decrease the life expectancy of this component of Maine's transportation system; and,
  - f. Ensuring that the Project meets the most recent standards of Americans with Disabilities Act of 1990 (ADA) design requirements.
- F. Provide certification through their Engineer to MaineDOT that the Project is complete and was constructed as designed.
- G. Ensure that construction shall commence within EIGHTEEN (18) months and shall be certified complete within THIRTY SIX (36) months of execution of this agreement. **PORTLAND** may forfeit the unpaid balance of this grant if these deadlines are not met or they cannot demonstrate earnest and good faith efforts to meet them.
- H. Be responsible for or cause its contractors to be responsible for all damage to public or private property of any kind resulting from any act, omission, neglect or misconduct of **PORTLAND** or its contractors, including damage to vehicles passing through the Project limits.
- I. Bear all risk of loss relating to the Project and the Work regardless of cause.

**MAINEDOT SHALL:**

- A. **Provide a maximum \$500,000.00 in State funds supporting the Work stated above.** Reimbursement will be made by the Department at a minimum of 1/3 project completion upon receipt of supporting cost documentation from the Municipality. Payments will be made per Appendix A attached. The Department's Region Engineer shall review the costs and certify their eligibility prior to reimbursement of Municipal Partnership Initiative Funds. Payment by MaineDOT Municipal Partnership Initiative funds shall not exceed **\$500,000.00** or 50% of the actual costs incurred and paid by the Municipality.
- B. **This project has been approved for Calendar Year 2018.** If the **Municipality** commences construction of the project as outlined above prior to January 1, 2018, the Municipality assumes the risk and responsibility for costs incurred, in the event that funding levels fall below MaineDOT projections. If this occurs, the Municipality will not receive reimbursement from MaineDOT.

**PORTLAND** and MaineDOT agree to function within all applicable laws, statutes, regulations, and AGREEMENT provisions; avoid hindering each other's performance; fulfill all obligations diligently; and cooperate in achievement of the intent of this AGREEMENT.

**IN WITNESS WHEREOF**, the parties hereto have executed this AGREEMENT in duplicate effective on the day and date last signed.

**CITY OF PORTLAND**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
**Jon Jennings**  
**City Manager**

**STATE OF MAINE**  
**DEPARTMENT OF TRANSPORTATION**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
David Bernhardt, PE  
Commissioner  
MaineDOT

**APPENDIX A**  
**PROJECT SCOPE AND COST SHARING MAINE**  
**DEPARTMENT OF TRANSPORTATION**

Municipal Partnership Initiative Project

MUNICIPALITY OF PORTLAND

PROPOSED IMPROVEMENTS TO: Washington Avenue

STATE PROJECT IDENTIFICATION NUMBER (WIN) 21928.12

FUNDED CONSTRUCTION YEAR 2018

**Project Scope:** HIGHWAY MILL AND FILL

**Funding Outline:** The Total Project Estimated Cost is \$1,000,000 and the Parties agree to share costs through all stages of the Project under the terms outlined below.

| Work Element   | Municipal Share |                | State Share |         | Total Cost |
|--|-----------------|----------------|-------------|---------|------------|
|  | %               | \$             | %           | \$      | \$         |
| Project Costs  | 50              | 500,000        | 50          | 500,000 | 1,000,000  |
| <b>PROJECT SHARES</b>                                  |                 | 500,000        |             | 500,000 | 1,000,000  |
| Total Cost of Additional Work above agreement estimate | 100%            |                |             |         |            |
| <b>TOTAL ESTIMATED MUNICIPAL REIMBURSEMENT</b>         |                 | <b>500,000</b> |             |         |            |

**REIMBURSEMENT SCHEDULE:**

Upon 1/3 project completion the municipality may begin invoicing the Department. Preferred invoicing interval is 1/3, 2/3, final, the Department will accept monthly invoices after 1/3 project completion with a maximum invoice submittal not to exceed 5 invoices.

**DESIGN EXCEPTIONS REQUIRED:**  YES  NO

Design exceptions where required for this project. Please see attached approval from MaineDOT Chief Engineer outlining design exceptions.