

Order 305-07/08

Passage: 6/16/08 8-0 (Mavodones out)

EDWARD J. SUSLOVIC (MAYOR)

KEVIN J. DONOGHUE (1)

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CITY OF PORTLAND

IN THE CITY COUNCIL

JAMES I. COHEN (5)

JOHN M. ANTON (A/L)

JILL C. DUSON (A/L)

NICHOLAS M. MAVODONES (A/L)

ORDER APPROVING CITY STATE AGREEMENT WITH MAINE DEPARTMENT OF TRANSPORTATION RE: PROJECT SEWER WORK – WARREN AVENUE

ORDERED, that the City-State agreement with Maine Department of Transportation for sewer utility work in conjunction with the Project STP-1054(400)X, Warren Avenue, is hereby approved substantially in the form attached.

AGREEMENT

THIS AGREEMENT, in duplicate originals, entered into this _____ day of _____ A.D. 2008, by and between the State of Maine through its Maine Department of Transportation (hereinafter “the Department”) and the City of Portland, a municipal corporation duly organized under the laws of the State of Maine (hereinafter “the City”).

WHEREAS, the Department has prepared plans and specifications marked Federal Aid Project number STP-1054(400)X for the construction of a portion of Warren Avenue in the City of Portland in Cumberland County (hereinafter “ the Project”), and

WHEREAS, the City has underground facilities consisting of a sanitary sewer main system within the limits of the Project, and

WHEREAS, the existing sanitary sewer main system serves the public interest, and

WHEREAS, the City desires to include the work necessary to adjust and rebuild existing manholes (hereinafter “Sewer Adjust/Rebuild Work”) and to install new sewer facilities (hereinafter “New Sewer Work”) within the limits of the Project in the Department’s contract.

NOW, THEREFORE, the parties hereto agree:

1. **Plans & Specifications:** The City agrees to provide at no cost to the Department, all engineering, design and related services necessary to provide with plans, specifications and estimates for the New Sewer Work. The scope of work includes replacement of 110 meters of Sewer Main, replacing 250 meters of building sewer services and adjusting 16 manhole frames to final grade. The Sewer Adjust/Rebuild Work shall be performed in accordance with the Department’s latest version of the *Standard Specifications for Highways and Bridges and approved special provisions*. For the New Sewer Work, the City shall provide construction plans, specifications and an estimate of quantities for inclusion in the Project contract. All plans shall be on sheets of the same size used by the Department and be reproducible by black and white printing. Specifications shall be on 8 1/2”x11” paper, suitable for binding with the Department’s specifications. The estimate of quantities shall be in the form prescribed by the Department. In the event of any necessary field changes to either the Sewer Adjust/Rebuild Work or the New Sewer Work, the City shall prepare any additional plans and specifications and shall request an order from the Department amending this agreement and incorporating any changes therein.
2. **New Sewer Work Cost:** An estimate in the amount of \$160,320.00, outlining the anticipated cost of the New Sewer Work, is attached to and made a part of this agreement. The Department will prepare the Project contract documents to include the items specified in the attached estimate as a bid option. Bidders will be required to bid both the base section highway items and the bid option sewer items. Following the bid opening, the Department will provide the City with the applicable bid prices for the sewer items from the apparent low bidder.
3. **Sewer Adjust/Rebuild Work Cost:** For the Sewer Adjust, it is agreed that the items indicated in the table below will be included in the Project contract in the estimated quantities indicated. The Department agrees to limit the City’s maximum unit prices for the Sewer Adjust Work to the “Capped Unit Cost” indicated if the actual contract bid prices exceed these amounts.

<u>Item #</u>	<u>Description</u>	<u>Capped Unit Cost</u>	<u>Est. Units</u>	<u>Total Cost</u>
604.18	Adjusting Sewer Manhole to Grade	\$600/ea	16 each	\$ 9600.00

4. **Inspection:** The City shall be responsible for providing all engineering and inspection associated with the New Sewer Work and the Sewer Adjust/Rebuild Work unless otherwise stated herein. The City shall be responsible for obtaining a Utility Location Permit in accordance with Title 35A M.R.S.A. Chapter 25, when applicable, and for recording the location of all sewer facilities. The Department shall provide all inspection necessary to control the quality and compaction of backfill installed under the Project contract, excluding bedding or other special backfills used in the installation of sewer items.
5. **Billing:** Periodically the Department will bill the City for any sewer work completed to date. New Sewer Work items shall be billed in accordance with the actual contract bid prices. Sewer Adjust/Rebuild Work items shall be billed in accordance with the actual contract bid prices or the maximum unit prices specified in Item 3, whichever is less. Change orders approved by both the City and the Department will be billed as agreed and as such work is completed. The City shall complete its review of all bills and submit payment to the Department within 30 days.
6. **Completion of Sewer Work:** Upon completion and acceptance of the sewer work described herein, the City shall assume complete ownership and responsibility of the entire sewer system.
7. **Claims:** The City shall be responsible for the prompt review and settlement of any claims arising from the City's portion of the project. The City shall indemnify and hold harmless the Department and its agents and employees from any and all claims, actions or liabilities of any nature arising out of or from any negligent, intentional, malicious, or criminal act, error, or omission related to the project by the City or its agents, servants, employees or independent contractors. Nothing herein shall, nor is intended to, waive any defense immunity or limitation of liability which may be available to the City or Department, their officers, agents or employees, under the Maine Tort Claims Act, 14 M.R.S.A. Section 8101, et seq. or any other privileges and/or immunities provided by law.
8. **City Representative:** The City's representative for purposes of this contract shall be the Director of Public Services, or his/her authorized designees.

IN WITNESS OF, the Parties to this agreement have executed the same on the day and year first above written, the State of Maine Department of Transportation, by the Director of the Bureau of Project Development duly authorized, and the City, by and through its City Manager duly authorized.

IN THE PRESENCE OF:

STATE OF MAINE
DEPARTMENT OF TRANSPORTATION

(Witness – DOT)

By _____

CITY OF PORTLAND

(Witness – City of Portland)

By _____
City Manager

ATTACHMENT # 1
(New Sewer Work Estimate)

Item #	Description	Unit Cost	Units	Total Cost
652.361	Maint. Of Traffic Control Dev.	\$13,360.00	1 CD	\$13,360.00
659.10	Mobilization	\$13,360.00	1 LS	\$13,360.00
801.196	600 mm PVC Sanitary Sewer	\$ 500.00	110 M	\$55,000.00
803.134	100 mm Service Lateral	\$200.00	150 M	\$30,000.00
803.135	150 mm Service Lateral	\$230.00	100 M	\$23,000.00
812.1612	1200 mm Sewer Manhole	\$5,000.00	1 EA	\$5,000.00
812.1615	1500 mm Sewer Manhole	\$5,500.00	2 EA	\$11,000.00
812.162	Adjust Sewer Manhole To Grade	\$600.00	16 EA	\$9,600.00
		Estimated Total Cost		\$160,320.00

