

Internal Use Only

TEDOCS #: _____

CTM#: _____

CSN#: _____

VC# _____

**STATE OF MAINE DEPARTMENT OF TRANSPORTATION
MAINE INFRASTRUCTURE ADAPTATION FUND AGREEMENT**

(WIN #)

REGARDING

(PROJECT NAME), (APPLICANT)

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 **APPLICANT** (Applicant may be any one of the following)

- **TOWN/CITY OF (NAME)**, a municipality in the State of Maine with offices located at **(ADDRESS), ME.**
- **TRIBE**
- **STATE AGENCY**

WHEREAS,

(APPLICANT) shall perform **(PROJECT DESCRIPTION)** (the “Project”).

(APPLICANT) estimates this project at **(PROJECT COST)**.

APPLICANT SHALL:

1. Procure all contracts for and oversee the Project on **(PROJECT NAME)** for the Work outlined above.
2. Ensure that Design Projects that affect a roadway do not reduce the safety, mobility or structural quality of the road.
3. Ensure that final design or construction plans are stamped by a Maine Professional Engineer, as the law dictates.
4. Agree to secure all necessary Federal, State and Local permits necessary to complete the work. **APPLICANT** also agrees to secure any needed property rights in accordance with all applicable State and Federal Law.
5. Be responsible, within the Project limits, for the following:
 - a. Ensuring the safety of personnel and the public, related to the Project
 - b. Ensuring that the Project does not introduce safety hazards

- c. Ensuring that the Project meets life expectancy as defined by industry standards; and,
 - d. Ensuring that the Project meets the current standards of Americans with Disabilities Act of 1990 (ADA) design requirements.
6. Provide certification through Point of Contact (POC) to MaineDOT that the Project is complete and was constructed as designed.
 7. Ensure that construction shall commence by MONTH/YEAR and shall be certified complete within THIRTY-SIX (36) months of execution of this agreement. **(APPLICANT)** 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.

MAINEDOT SHALL:

8. **Provide a maximum (STATE AMOUNT) in ARPA funds supporting the Work stated above.** Reimbursement will be made by the MaineDOT 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. MaineDOT shall review the costs and certify their eligibility prior to reimbursement. Payment by MaineDOT funds shall not exceed **(STATE AMOUNT)** or **(PERCENTAGE)** of the actual costs incurred and paid by the APPLICANT.
9. **This project has been approved for Calendar Year _____, with an End Date of _____.**

The **(APPLICANT)** 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 effective on the day and date last signed.

APPLICANT

Dated: _____

By: _____
 (Official Name)
 (Official Title)

**STATE OF MAINE
 DEPARTMENT OF TRANSPORTATION**

Dated: _____

By: _____
 Joyce Taylor
 Chief Engineer

APPENDIX A

PROJECT SCOPE AND COST SHARING MAINE DEPARTMENT OF TRANSPORTATION

Maine Infrastructure Adaptation Fund Project

(APPLICANT)

PROPOSED IMPROVEMENTS TO: (PROJECT NAME)

STATE PROJECT IDENTIFICATION NUMBER (WIN)

FUNDED CONSTRUCTION YEAR (INSERT YEAR)

Project Scope: (PROJECT DESCRIPTION)

Funding Outline: The Total Project Estimated Cost is (TOTAL COST) and the Parties agree to share costs through all stages of the Project under the terms outlined below.

Work Element	Applicant Share		State Share		Total Cost
	%	\$	%	\$	\$
Agreement Cost Share	5%	\$0.00	95%	\$0.00	\$0.00
Estimated Additional Municipal Funds		\$0.00			
Maximum State Share Amount				\$0.00	
Total Project Estimated Costs		\$0.00		\$0.00	\$0.00

REIMBURSEMENT SCHEDULE:

MainedOT prefers the Applicant invoice upon completion the project. MainedOT will, however, accept monthly invoices after 1/3 project completion with a maximum invoice submittal not to exceed 3 invoices.