

<i>Internal Use Only</i>
TEDOCS #: _____
CT#: _____
CSN#: _____

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

WIN 20232.34

REGARDING

Long Beach Ave, YORK

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 TOWN OF YORK ("York"), a municipality in the State of Maine with offices located at 186 York Street, York, ME.

WHEREAS, York shall perform highway rehabilitation of Route 1A, beginning at the intersection of Webber Road, Northerly 1 mile to the intersection of Nubble Road. The work will consist of cement treated reclaim, drainage improvements, and paving.

WHEREAS, York estimates this project at \$1,887,000

NOW THEREFORE, the parties hereby agree as follows: (The following information provides the scope of work for the services that York will perform under this AGREEMENT.)

YORK SHALL:

- A. Shall procure and oversee a highway improvement project for Route 1A.
- B. Perform such work 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. Agrees to secure all necessary Federal, State and Local permits necessary to complete the work. York 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; and,
 - e. Ensuring that the Project does not in any manner decrease the life expectancy of this component of Maine's transportation system.
 - f. Ensure the project meets the most recent Americans with Disabilities Act of 1990 (ADA) design requirements to the maximum extent feasible.
- F. Provide certification through their Engineer to MaineDOT that the project is complete and was constructed as designed.
- G. Construction shall commence within twelve (12) months and shall be certified complete within twenty (36) months of execution of this agreement. York may forfeit the unpaid balance of this grant if these deadlines are not met or they can not demonstrate earnest and good faith efforts to meet them.

MAINEDOT SHALL:

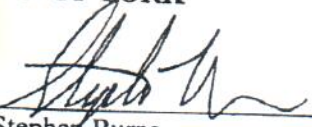
- A. **Provide a maximum of \$500,000.00 in State funds supporting the project work stated above.** Reimbursement will be made by the Department at a minimum of 1/3 project completion upon receipt of supporting cost documentation from the Municipality. Payments will be made per Appendix A, attached. 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.

Town of York 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.


TOWN OF YORK

Dated: April 13, 2015

By: 
Stephen Burns
Town Manager

**STATE OF MAINE
DEPARTMENT OF TRANSPORTATION**

Dated: 4/15/15

By: 
David Bernhardt, PE
Commissioner

APPENDIX A
PROJECT SCOPE AND COST SHARING
MAINE DEPARTMENT OF TRANSPORTATION

Municipal Partnership Initiative Project

MUNICIPALITY OF York

PROPOSED IMPROVEMENTS TO: Route 1A

MPI FUNDING YEARS 2015

STATE PROJECT IDENTIFICATION NUMBER (WIN) 20232.34

Project Scope: Highway Rehabilitation Route 1A, York.

Funding Outline: The Total Project Estimated Cost is \$1,887,000, 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	74	1,387,000	26	500,000	1,887,000
PROJECT SHARES		\$1,387,000		\$500,000	\$1,887,000
Total Cost of Additional Work above agreement estimate	100%	0			
TOTAL ESTIMATED MUNICIPAL REIMBURSEMENT		\$500,000.00			

REIMBURSEMENT SCHEDULE:

Requests for reimbursement of 2014 expenditures can begin after January 1, 2015. The Department will accept monthly invoices after 1/3 project completion with a maximum invoice submittal not to exceed 5 invoices. See below for ROW costs incurred prior to 2014.

COST SHARING:

DESIGN EXCEPTIONS REQUIRED YES X NO