
COUNCIL ACTION

Item No. _____

Date: December 8, 2014

Item/Subject: ORDER, Authorizing Execution of Agreement for Maine Department of Transportation Local Project – WIN 018577.00 Improvements to the Intersection of Harlow and Cumberland

Responsible Department: Engineering

Commentary: This order would authorize the City Manager to execute a Local Project Agreement with the Maine Department of Transportation for design and construction work to install traffic detection equipment and pedestrian countdown signals at the intersection of Harlow Street and Cumberland Street.

The Maine Department of Transportation has approved federal and state funds in an amount not to exceed \$69,250.00 which includes a Federal share of \$55,400.00 or 80% of construction costs, State share of \$6,925.00 or 10% of construction costs, and a City share of funding of \$6,925.00 or 10% of construction costs. As part of that project, the City would need to enter into a local project agreement with the Maine Department of Transportation which have been reviewed and recommended for approval by the Infrastructure Committee at its November 25, 2014 meeting.

John Theriault, P.E.
Department Head

Manager's Comments:

City Manager

Associated Information: Councilor Order and Agreement

Budget Approval:

Finance Director

Legal Approval:

City Solicitor

Introduced for
 Passage CONSENT
 First Reading
 Referral

Page __ of __

DECEMBER 8, 2014



Assigned to Councilor

CITY OF BANGOR

(TITLE.) ORDER, Authorizing the Execution of Agreement for Maine Department of Transportation Local Project – WIN #018577.00, Improvements to Intersection of Harlow and Cumberland

ORDERED,

THAT: the City Manager is hereby authorized and directed to execute an agreement with the Maine Department of Transportation for the following:

An Agreement with the Maine Department of Transportation – Improvements to Intersection of Harlow and Cumberland.

Copy of the agreement is attached.



<i>MaineDOT use only</i>	
TEDOCS #:	_____
AMS ID #:	_____
CSN:	_____
PROGRAM:	<i>Multimodal (OUC 57000)</i>

MAINE DEPARTMENT OF TRANSPORTATION
Locally Administered Project Agreement
 With the
Municipality of Bangor
 Regarding
Improvements to the Intersection of Harlow and Cumberland

Total Amount: <u>\$69,250.00</u>	WIN: <u>018577.00</u>
Federal Share: <u>\$55,400.00 (80%)</u>	Federal Project #: _____
State Share: <u>\$6,925.00 (10%)</u>	Scope: <u>Design and construction</u>
Municipal Share: <u>\$6,925.00 (10%)</u>	Vendor Customer #: <u>VC1000007010</u>
Effective Date: _____	Municipality's DUNS® Number: <u>07-173-9692</u>
Expiration Date: _____	CFDA #20.205: <u>Highway Planning & Construction</u>

This Agreement for local administration of a federal-aid project is between the Maine Department of Transportation, an agency of the State of Maine headquartered at 24 Child Street in Augusta, Maine ("MaineDOT"), and the Municipality of Bangor, a municipal corporation and body politic with its principal offices at 73 Harlow Street in Bangor, Maine ("the Municipality.") **MaineDOT** and the **Municipality** are collectively referred to as "the Parties."

- The following attachments are incorporated into this Agreement:
 - Appendix A: Federal Funding Accountability and Transparency Act Form (*signature required*);
 - Appendix B: Federal Highway Administration Civil Rights Assurance (*signature required*);
 - Appendix C: Requirements for operation and maintenance of traffic signals.

WHEREAS, the scope of work in Article 1.A was programmed for the **MaineDOT** capital program by the Bangor Area Comprehensive Transportation System, the designated metropolitan planning organization for the Bangor Urbanized Area, with its offices at 12 Acme Road, Suite 102, in Brewer, Maine ("**BACTS**"); and

WHEREAS, the **Municipality** has raised local matching funds sufficient to cover its share of the estimated cost of design and construction work as described in Article 3, "Financial Provisions."

NOW, in consideration of the foregoing, **MaineDOT** and the **Municipality** agree as follows:

ARTICLE 1. PROJECT OVERVIEW

- A. SCOPE OF WORK. Design and construction work to install traffic detection equipment and pedestrian countdown signals at the intersection of Harlow Street and Cumberland Street, to be performed by or for the **Municipality** and accepted by **MaineDOT** ("the **Project**." Any substantial change to this scope of work shall require written approval from **BACTS** and **MaineDOT** to be eligible for federal and state funding.
- B. FUNDING. The estimated cost of the **Project** is sixty-nine thousand two hundred fifty dollars (**\$69,250**) to be shared at the rates and terms described in Article 3.

- C. **ROLE OF MUNICIPALITY.** The **Municipality** shall take the lead in developing the **Project** and assign a full-time municipal employee with certification from **MaineDOT** to be responsible for the **Project**. If no employee is so certified, the **Municipality** shall send a representative to the next available certification training. At all times, this person shall administer the **Project** in accordance with the latest edition of **MaineDOT's** "Local Project Administration Manual."
- D. **ROLE OF MAINEDOT.** A Project Manager will be assigned to act on behalf of **MaineDOT**. This person or designee will have authority to approve or deny reimbursement requests; review and require revision of plans and specifications; inspect, reject and stop work; and take all other action necessary to ensure proper performance of this Agreement.

ARTICLE 2. PROJECT DEVELOPMENT

- A. **AUTHORIZATION.** The **Municipality** shall receive Authorization to Proceed from **MaineDOT** before starting work or executing a contract for services under this Agreement. All municipal costs incurred before authorization is given, or before a contract for services is executed, shall be ineligible for reimbursement. Ineligible costs shall not be credited toward the local match.
- B. **KICKOFF.** Before starting work, the **Municipality** shall review with **MaineDOT's** Project Manager the scope of work, estimated cost, schedule, and legal requirements for the **Project**. If necessary, the **Municipality** shall provide an updated schedule and cost estimate within a reasonable timeframe.
- C. **PROGRESS REPORTS.** The **Municipality** shall provide **MaineDOT** with monthly progress reports for the duration of the **Project** listing tasks completed, any changes in staffing, and any issues that could affect the schedule.
- D. **CONSULTANT SERVICES.** The **Municipality** may contract for consultant engineering services as necessary to develop and oversee the **Project**. In doing so, the **Municipality** shall:
1. Use qualifications-based selection and develop an independent government estimate of the price of the services, pursuant to federal regulation 23 CFR, Part 172.
 2. Obtain the **MaineDOT** Project Manager's written approval before awarding any contract.
 3. Ensure that all contracts are fully executed before incurring any costs against them.
 4. Ensure that "Consultant General Conditions for Local Public Agencies" govern all work, including insertion of Form FHWA-1273 and Civil Rights Assurances into every contract.
 5. Obtain **MaineDOT's** written approval before modifying any contract. **MaineDOT** reserves the right not to reimburse the **Municipality** for work covered by a modification executed without prior approval or for work performed before the effective date of a modification.
- E. **DESIGN WORK.** The **Municipality** or its contracted consultant shall develop all design plans, specifications, estimates and contract documents for the **Project**, in accordance with the latest versions of **MaineDOT's** *Highway Design Guide* and *Standard Specifications*, as follows:
1. The **Municipality** shall submit the preliminary (50-60%) and final (95-100%) plans and specifications to **MaineDOT** for review and comment.
 2. The **Municipality** shall address to **MaineDOT's** satisfaction any changes requested or concerns expressed before requesting construction authorization from **MaineDOT**.
 3. Advertising for construction bids or proceeding to construction without **MaineDOT's** written authorization shall render the **Project** ineligible for federal and state funding.

- F. **QUALITY CONTROL.** The **Municipality** or its contracted consultant shall be responsible for the quality of the design plans, specifications and estimates for the **Project** using a documented quality-control process. Acceptance of the final Plans, Specifications and Estimate (PS&E) package by **MaineDOT** shall not relieve the **Municipality** or its consultant of responsibility for the quality of those engineering documents.
- G. **PUBLIC PARTICIPATION.** The **Municipality** shall provide the general public and all abutters with opportunity to learn about the **Project** and express concerns, using a public process that is appropriate for the scope of work and acceptable to the **MaineDOT** Project Manager. A public process certification (Letter 16) shall be submitted to **MaineDOT** with the final PS&E package.
- H. **ENVIRONMENTAL PROCESS.** The **Municipality** or its contracted consultant shall prepare and submit to **MaineDOT** all required environmental documents, including but not limited to Letter 11 and the National Environmental Policy Act (NEPA) checklist. **MaineDOT** will prepare and submit to the Federal Highway Administration all documentation required under NEPA.
- I. **PERMITS.** The **Municipality** or its contracted consultant shall obtain all required approvals, permits and licenses. Copies of all such documents an environmental certification (Letter 12) shall be submitted to **MaineDOT** with the final PS&E package.
- J. **UTILITIES.** The **Municipality** or its contracted consultant shall coordinate the **Project** with all utilities and submit the related documentation to **MaineDOT** with a utility certification (Letter 13) with the final PS&E package. Such work shall be done in accordance with **MaineDOT**'s "Utility Accommodation Policy."
- K. **RIGHT OF WAY.** If applicable, acquisition of right of way shall be handled as follows:
1. **MaineDOT** will acquire all rights to which the State of Maine ultimately will hold title. The **Parties** will determine at Project Kickoff whether **MaineDOT** or the **Municipality** will be responsible for preparing right-of-way plans, in accordance with **MaineDOT**'s standards. If **MaineDOT** will acquire rights, **MaineDOT** will be responsible for title examinations, appraisals, appraisal reviews, negotiations, acquisition, and right-of-way certification.
 2. The **Municipality** shall carry out the right-of-way process if the **Project** is not on an existing transportation facility that falls under the jurisdiction of the State of Maine. The **Municipality** shall follow the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 ("Uniform Act") and the **MaineDOT** "Right of Way Manual." Upon completion of acquisitions, the **Municipality** shall provide the following:
 - a) A right-of-way map or similar plan detailing all right-of-way acquired for, donated to or dedicated to the **Project**; and
 - b) A written certification (Letter 10) that all such rights have been acquired in conformity with the "Uniform Act" before requesting authorization to advertise for construction bids.
- L. **FORCE ACCOUNT.** If the **Municipality** intends to construct the **Project** with its municipal work force or to furnish materials for the **Project**, the **Municipality** shall obtain **MaineDOT**'s written authorization before proceeding. If so authorized to use a "force account" process, the **Municipality** shall comply with the applicable regulations – 23 CFR, Parts 635.201 to 635.205.
- M. **SOLICITATION OF BIDS.** Competitive bidding shall be used to procure a contractor unless a "force account" process is authorized. The **Municipality** shall solicit for bids upon **MaineDOT**'s written authorization in accordance with the final, approved plans and specifications as follows:

1. The **Municipality** shall follow the procedures in **MaineDOT's** "Standard Specifications" and adhere to all applicable federal requirements, unless otherwise authorized by **MaineDOT**.
 2. The **Municipality** and **MaineDOT** shall have the right to accept or reject any bid submitted.
 3. The **Municipality** shall not award a contract without **MaineDOT's** written approval.
- N. **CONTRACT AWARD.** Upon **MaineDOT's** written approval, the **Municipality** shall award a construction contract to the lowest responsive, responsible bidder as follows:
1. The **Municipality** shall administer the contract for the duration of the **Project**.
 2. Form FHWA-1273 shall be physically incorporated into the contract.
 3. The contract shall specify that the **Project** comply with the latest version of **MaineDOT's** "Standard Specifications" and applicable special provisions.
- O. **CONSTRUCTION.** The **Municipality** shall hold a pre-construction meeting with **MaineDOT**, the contractor, utilities and any other parties involved in or affected by the construction process. During the work, the **Municipality** shall provide the supervision, inspection and documentation necessary to ensure that the **Project** is completed to **MaineDOT's** satisfaction in accordance with the plans, specifications and provisions of the contract, as follows:
1. The **Municipality** shall use procedures acceptable to **MaineDOT** to document the quantity and quality of all construction-related work. The **Municipality** shall retain all documentation as provided under Article 4.
 2. The **Municipality** or its contracted consultant shall be responsible for coordinating all materials testing necessary to meet the Minimum Testing Requirements for the **Project**, in compliance with 23 CFR, Part 637, "Quality Assurance Procedures for Construction." Test results shall be provided to **MaineDOT** upon request.
 3. Any contract modification shall be submitted to **MaineDOT** for review and comment before it is executed. *MaineDOT reserves the right not to reimburse the **Municipality** for work associated with a contract modification executed without **MaineDOT's** prior review.*
 4. Vehicular traffic in work zones shall be controlled in accordance with Part VI of the federal Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD).
 5. If applicable, the **Municipality** shall provide **MaineDOT** with a set of revised as-built plans within 90 days of completion of construction.
 6. Upon completion, the **Municipality** shall provide compliance certification that the **Project** was constructed, quantities were measured and documented, and materials were tested in accordance with the approved plans, specifications and provisions of the contract.
- P. **MAINEDOT OVERSIGHT.** **MaineDOT** may inspect construction activities and documentation – and test materials used – to ensure compliance with the **Project** specifications and construction contract. **MaineDOT** may reject work or materials out of compliance and may withhold reimbursement to the **Municipality** for any such work or materials.
- Q. **MAINTENANCE.** Upon completion, the **Municipality** shall operate and maintain the improvements under the terms of Appendix C, "Operation and Maintenance of Traffic Signals."

ARTICLE 3. FINANCIAL PROVISIONS

- A. **MAINEDOT SHARE.** **MaineDOT**, using federal and state resources programmed by **BACTS**, will reimburse the **Municipality** for ninety percent (**90%**) of **Project** expenditures deemed eligible for such funding, not to exceed sixty-two thousand three hundred twenty-five dollars (**\$62,325.**)
- B. **LOCAL SHARE.** The **Municipality** shall share in all **Project** expenditures deemed eligible for federal and state funding at the rate of ten percent (**10%**), or an estimated six thousand nine hundred twenty-five dollars (**\$6,925.**) The **Municipality** shall be fully responsible for all costs deemed ineligible for federal-aid funding and all costs exceeding the maximum reimbursement under Article 3.A, unless **MaineDOT** approves otherwise in writing.
- C. **MAINEDOT COSTS.** All costs incurred by **MaineDOT** staff in the development and oversight of the **Project** shall be paid for out of the **Project**, including but not limited to design reviews, environmental work, utility support, right-of-way support, and construction engineering. The **Municipality** shall share in these costs commensurate with its overall portion of the **Project** identified in Article 3.B. **MaineDOT** will reconcile these costs upon completion of the **Project** and shall deduct the **Municipality's** share of them from the **Municipality's** final billing.
- D. **REIMBURSEMENT.** The **Municipality** may request reimbursement from **MaineDOT** periodically for **MaineDOT's** share of **Project** expenditures incurred that are deemed eligible for federal-aid funding, up to the maximum in Article 3.A. Invoices shall be submitted to **MaineDOT** no more than monthly, subject to these conditions:
1. Invoices shall be submitted on the **Municipality's** letterhead and reference WIN 018577.00.
 2. Each invoice shall be accompanied by a progress report in accordance with Article 2.C.
 3. Each invoice shall contain an itemized account of expenditures incurred during the period covered by the invoice, consistent with the approved budget for the **Project**. Backup documentation and proof of payment made shall accompany each invoice.
 4. Each invoice shall have an accumulative total and a breakdown of **MaineDOT's** and the **Municipality's** shares of **Project** costs.
 5. Each invoice shall include a certification from the **Municipality** that all amounts claimed are correct, due and not claimed previously.
 6. No invoice shall be submitted for less than one thousand dollars (\$1,000) unless such invoice is the final invoice being submitted for reimbursement.
 7. Payment of the final invoice shall be subject to a final inspection of the completed **Project** to determine the acceptability of the work.
 8. **MaineDOT** may withhold **Project** reimbursements owed to the **Municipality** to recover previous amounts paid for actions or activities that subsequently are deemed to have been ineligible for federal-aid funding.
- E. **REPAYMENT.** If the **Municipality** withdraws its public or financial support for the **Project**, leading **MaineDOT** to cancel the **Project** and terminate this Agreement, **MaineDOT** reserves the right to require the **Municipality** to refund all reimbursements made and to repay **MaineDOT** fully for all **Project** costs incurred. All federal and state funds returned to **MaineDOT** by the **Municipality**, as well as all federal and state funds remaining in the **Project**, shall be made available to **BACTS** for reprogramming once the **Project** is closed out.

- F. **REMAINING FUNDS.** Any federal and state funds remaining in the **Project** upon payment of the final invoice shall be made available to **BACTS** once the **Project** is closed out.

ARTICLE 4. PROJECT RECORDS AND AUDIT

- A. **Ownership.** **Project** records shall consist of all plans, specifications, contracts, reports, notes, or other tangible work arising from this Agreement, prepared either by or for the **Municipality**. All such records shall be considered the property of **MaineDOT** and turned over to **MaineDOT** upon request after the completion or termination of the **Project**. The **Municipality** shall be allowed an interest commensurate with its share of **Project** costs.
- B. **Retention.** The **Municipality** shall retain all printed and electronic records associated with the **Project** for a minimum of **four (4) years** from the date of **MaineDOT**'s acceptance of the **Municipality**'s final invoice. If any litigation, claim, negotiation, audit or other action involving such records has begun before the expiration of this four (4) year period, all records shall be retained at least until all action and resolution of all issues arising from it are complete.
- C. **Access.** The **Municipality** shall keep **Project** records in such form as may be easily audited. The **Municipality** and any consultant or contractor working on its behalf shall allow authorized representatives of the Federal Government and the State of Maine to inspect and audit **Project** documents at reasonable times. Copies of requested records shall be furnished at no cost.
- D. **Audit.** Audits shall meet the "Generally Accepted Government Auditing Standards." The **Municipality** shall assure that all applicable audit requirements are met in accordance with federal Office of Management and Budget (OMB) Circular A-133, "Audits of States, Local Governments and Non-Profit Organizations."

ARTICLE 5. GENERAL PROVISIONS

- A. **Governing Law.** This Agreement is made and shall be construed under the laws of the State of Maine. Additionally, all activities under this Agreement will be subject to applicable federal laws and regulations, including but not limited to Title 23 in the United States Code (USC) for statutory law and Title 23 in the Code of Federal Regulations (CFR) for administrative law, as well as 49 CFR Part 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments."
- B. **Indemnification.** To the extent permitted by law, the **Municipality** shall indemnify, defend and hold harmless **MaineDOT**, its officers, agents and employees from all claims, suits or liabilities arising from negligent or wrongful act, error or omission by the **Municipality**, its officials, employees, agents, consultants or contractors. Nothing herein shall waive any defense, immunity or limitation of liability that may be available to either party under the Maine Tort Claims Act (14 M.R.S. Section 8101 et seq.) or other privileges or immunities provided by law. *Any other provision of this Agreement to the contrary notwithstanding, this provision shall survive the termination or expiration of this Agreement.*
- C. **Confidentiality.** Information pertaining to right-of-way negotiations, property appraisals and engineering estimates of construction costs shall be kept confidential in accordance with the provisions of Maine law (23 MRSA, Section 63.)
- D. **Independent Capacity.** The **Municipality**, its employees, agents, representatives, consultants and contractors *shall not* act as officers, employees or agents of **MaineDOT**.

- E. Set-Off. **MaineDOT** shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, without being limited to, the State of Maine's option to withhold for purposes of set-off any payment due to the **Municipality** under this Agreement and any other agreement with **MaineDOT** or any other agency of the State of Maine, including any contract for a term commencing before the effective date of this Agreement. **MaineDOT** shall exercise its set-off rights in accordance with standard state practices including – in case of set-off pursuant to an audit – the finalization of the audit by **MaineDOT** or the State Controller.
- F. Flow Down. Contracts between the **Municipality** and all consultants, contractors or other third parties shall contain or incorporate by reference all applicable provisions of this Agreement.
- G. No Assignment Without Approval. The **Municipality** shall not assign this Agreement to a third party or dispose of this Agreement without specific written consent from **MaineDOT**. In no case shall such action release the **Municipality** from liability under this Agreement.
- H. Binding Effect. The **Municipality** and **MaineDOT** shall be bound by the terms of this Agreement. This provision shall apply to the executors of this Agreement, their successors, administrators and legal representatives.

ARTICLE 6. TERMINATION

- A. FOR CAUSE. **MaineDOT** may terminate this Agreement for cause due to one or more events of default identified in 6.B below. The **Municipality** will have a Cure Period of fourteen (14) calendar days after receiving a Notice of Default. If the **Municipality** fails to make a good-faith effort to correct all defaults within the Cure Period, **MaineDOT** may terminate this Agreement upon written Notice of Termination for Cause, with the following conditions:
 - 1. The **Municipality** and all consultants and contractors working on the **Project** shall cease work immediately – except for work required to protect public health and safety – and turn over to **MaineDOT** all **Project** records within thirty (30) days of the termination date.
 - 2. If termination is the result of the **Municipality's** failure to correct any occurrence of default, **MaineDOT** reserves the right to recover from the **Municipality** all reimbursements made in accordance with Article 3, "Financial Provisions."
 - 3. All federal and state funds remaining in the terminated **Project**, as well as all federal and state funds recovered from the **Municipality**, shall be made available to **BACTS** for reprogramming in accordance with Article 3.E once the **Project** is closed out.
- B. GROUNDS FOR DEFAULT. The **Municipality** shall be in default if the **Municipality**:
 - 1. Fails to make satisfactory progress in developing the **Project** within twelve (12) months of the effective date of this Agreement.
 - 2. Withdraws from the **Project**, fails to raise required matching funds, or takes any other action that leads to cancelation of the **Project** or loss of eligibility of the **Project** for federal funding.
 - 3. Uses **Project** funds for a purpose other than what is authorized by this Agreement.
 - 4. Misrepresents or falsifies of any claim for reimbursement.
 - 5. Fails to meet standards of performance outlined in this Agreement.
 - 6. Breaches any material provision of this Agreement.

- C. FOR CONVENIENCE. This Agreement may be terminated for convenience by the **Parties**. Terminations for convenience are those undertaken for reasons not specifically defined as “default.” **MaineDOT** shall notify the **Municipality** through a written Notice of Termination for Convenience, with the following conditions:
1. If termination is for any reason other than failure by the **Municipality** to correct any occurrence of default, the **Municipality** shall be reimbursed for federally eligible work or service accomplished under this Agreement until the effective date of termination. The **Municipality’s** share of costs incurred by **MaineDOT** staff in the development and oversight of the **Project** shall be deducted from amounts due to the **Municipality**.
 2. All **Project** records shall be turned over to **MaineDOT** within thirty (30) days of the date of the Notice of Termination for Convenience.
 3. All remaining funds in the **Project** shall be made available to **BACTS** for reprogramming once the **Project** is closed out.

ARTICLE 7. EXPIRATION

- A. All provisions of this Agreement – except for Article 2.Q (maintenance), Article 4.B (records), Article 5.B (indemnification) and 5.C (confidentiality) – shall expire upon satisfactory completion of the terms of this Agreement or **four (4) years** from the final day of the month in which the undersigned **MaineDOT** representative executed this Agreement, whichever occurs first.
- B. The provisions of Article 5.B and Article 5.C shall remain in full effect until terminated in writing by the **Parties** or negated by law.

ARTICLE 8. DEBARMENT

- A. By signing this Agreement, the **Municipality** certifies to the best of its knowledge and belief that it and its officers, agents and employees associated with the **Project** are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this transaction by any federal or state agency. If the **Municipality** is unable to certify to this statement, it shall attach an explanation to this Agreement. For the term of this Agreement, the **Municipality** shall notify **MaineDOT** promptly if it or any of its officers, agents and employees associated with the **Project** is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this transaction by any federal or state agency.
- B. The **Municipality** agrees that it shall not hire a consultant or contractor who is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state agency.

ARTICLE 9. AGREEMENT APPROVAL

Municipal Authorization: The undersigned municipal representative assures that the **Municipality’s** official legislative body has approved the **Project** and the **Municipality’s** entry into this Agreement, has appropriated or authorized the use of any necessary funds, and has authorized the representative to sign this Agreement.

IN WITNESS WHEREOF, **MaineDOT** and the **Municipality** have executed this Agreement in duplicate originals effective on the date last signed.

Municipality of Bangor

Maine Department of Transportation

By: _____
Catherine M. Conlow, City Manager

By: _____
William A. Pulver, P.E., Director,
Bureau of Project Development

Date: _____

Date: _____

I certify that foregoing signature is true and accurate. I further certify – pursuant to 10 M.R.S.A. §9407 and §9502 – that the signature, if electronic: (a) is intended to have the same force as my manual signature; (b) is unique to me; (c) is capable of verification; and (d) is under my sole control.

ADDITIONAL MUNICIPAL SIGNATURES ARE REQUIRED ON APPENDIX A and B →

**APPENDIX A TO A LOCALLY ADMINISTERED PROJECT AGREEMENT:
FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT**

The **Municipality of Bangor, Maine** and its contractors may be subject to the provisions of the Federal Funding Accountability and Transparency Act (“FFATA”) of 2006 as amended and any regulations, policies, procedures and guidance documents adopted pursuant thereto or in connection therewith.

If the Federal portion of the Project exceeds \$25,000, an authorized representative from the **Municipality** shall sign this document under (B) below and return it with the Project Agreement. Additionally, the **Municipality** shall provide the following information, *if applicable*:

A) The total compensation and names of the top five executives if:

- More than 80% of the City’s annual gross revenues are from the Federal Government; and
- Those revenues are greater than \$25 million annually; and
- Compensation information is not already available through reporting to the U.S. Securities and Exchange Commission (SEC).

B) Legal Name and DUNS® Number on file with the Central Contractor Registration (CCR):

Municipality of Bangor, Maine
Sign and Print Legal CCR Name

07-173.9692
DUNS® Number

Authorized Representative: _____
Catherine M. Conlow, City Manager

**Appendix B to a Locally Administered Project Agreement:
Federal Highway Administration Civil Rights Assurance**

The **Municipality** HEREBY CERTIFIES THAT, as a condition of receiving Federal financial assistance, it will ensure that:

1. No person on the basis of race, color, national origin, sex, age or disability will be subjected to discrimination in the level and quality of transportation services and transportation-related benefits.
2. The **Municipality** will compile, maintain, and submit in a timely manner Title VI information requested by the Maine Department of Transportation pursuant to 49 CFR Part 21.9.
3. The Maine **Municipality** will make it known to the public that those people or persons alleging discrimination on the basis of race, color, or national origin as it relates to the provision of transportation services and transportation-related benefits may file a complaint with the Federal Highway Administration and/or the U.S. Department of Transportation.

The person or persons whose signature appears below are authorized to sign this assurance on behalf of the grant applicant or recipient.

Authorized signatory

Date

APPENDIX C TO A LOCALLY ADMINISTERED PROJECT AGREEMENT: OPERATION & MAINTANCE OF TRAFFIC SIGNALS

- A. The **Municipality** agrees to operate and maintain all traffic signals and related equipment installed pursuant to this Agreement to function as designed and installed as part of the above-referenced Locally Administered Project, unless approved otherwise as hereinafter provided or as necessary as follows:
1. All malfunctions and deficiencies in the traffic signal or any equipment appurtenant thereto shall be repaired or corrected expeditiously in accordance with the Institute of Transportation Engineer's (ITE) "Traffic Signal Installation and Maintenance Manual." Any failure to correct the traffic **signal to function as designed could, upon written notification from the MaineDOT**, result in the **MaineDOT** making all necessary repairs at the **Municipality's** expense.
 2. The visibility of the traffic signal shall be preserved and maintained at all times by removing any visual impairment thereto.
 3. No change in operation or modification to the traffic signal or any equipment appurtenant thereto shall be made without the express written approval of the **MaineDOT**.
 4. The **MaineDOT** shall be notified in writing prior to any removal or replacement of the traffic signal or any equipment and appurtenant thereto. Upon removal, such traffic signal or equipment so removed shall be disposed of as deemed appropriate by mutual agreement of the MaineDOT and Municipality without any cost to the **MaineDOT**, unless agreed otherwise in writing.
- B. The **Municipality** agrees to be responsible for the electrical service for the traffic signals and agrees to execute any necessary documentation required to establish such service and provide any local permits necessary for the installation of such service.
- C. The **Municipality** agrees to maintain all pavement markings (including stop bars, lane use arrows and all striping necessary to delineate the turning lane) and all traffic control signs as furnished under the project.
- D. The **Municipality** agrees to allow the contractor for the project to control all traffic within all designated work areas at such times and in such a manner necessary to permit construction of the project and the installation of the traffic signal as specified in the traffic control plan approved by the **MaineDOT**.