

Internal Use Only	
TEDOCS #	20231005000000000160
CTM #	45699
CSN #	
Vendor #	VC1000054239

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

WIN 025039.01

REGARDING

**LIMERICK, DUNKIN DONUTS
ROADWAY IMPROVEMENTS**

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, PYTHIA, LLC ("Developer") 291 Carl Broggi Highway, Lebanon, ME 04027 and the TOWN OF LIMERICK ("Municipality"), a municipality in the State of Maine with offices located at 55 Washington St, Limerick, ME 04086.

WHEREAS,

The Town of Limerick and contractors working for Pythia LLC (Dunkin donuts shall perform roadway upgrades (including drainage and pedestrian facilities) on portions of Route 11 (the "Project"). The Developer and the Municipality estimate this project at \$ 225,000.

DEVELOPER SHALL:

1. Procure all contracts for and oversee the Project on roadway improvements on Route 11 in Limerick for the Project outlined above.
2. 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.
3. Agree to secure all necessary Federal, State and Local permits necessary to complete the work. The Developer also agrees to secure any needed property rights in accordance with all applicable State and Federal Law. Any costs associated with this section are the responsibility of the Developer.
4. 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.

5. 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.
6. Ensure that construction shall commence within EIGHTEEN (18) months and shall be certified complete within THIRTY-SIX (36) months of execution of this agreement. The Developer 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.
7. 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 the Developer or its contractors, including damage to vehicles passing through the Project limits. The Developer and its contractors provide sufficient insurance coverage, and any construction contract shall include indemnification provisions that hold harmless the Municipality and MaineDOT.
8. Bear all risk of loss relating to the Project and the Work regardless of cause.
9. Provide the non-state match of \$150,000.00.
10. Provide 100% cost of any work over \$225,000.00.
11. Be responsible for billing the Department on an agreed upon schedule as shown in Appendix A.
12. Reimburse the Municipality for any legal costs associated with this Agreement.

THE MUNICIPALITY SHALL:

13. Review any construction contract entered into by the Developer to perform this Work to ensure compliance with the terms of this Agreement.
14. Provide certification through a third-party engineer to MaineDOT that the Project is complete and was constructed as designed. The Developer shall reimburse the Municipality for all costs associated with this certification.

MAINEDOT SHALL:

15. Provide a maximum \$75,000 (Seventy-Five Thousand dollars) 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 Business Partnership Initiative Funds. Payment by MaineDOT Business Partnership Initiative funds shall not exceed \$75,000 (Seventy-Five Thousand dollars) or 33.3% of the actual costs incurred and paid by the Municipality.
16. This project has been approved for Calendar Year 2023.

[Signature page to follow]

The Municipality, Developer, 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.

PYTHIA, LLC

Dated: 9/22/2023

DocuSigned by:
Danny Bouzianis
By: _____
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Danny Bouzianis
Pythia, LLC

TOWN OF LIMERICK

Dated: 9/22/2023

DocuSigned by:
Stan Hackett
By: _____
321DD2DA844D460...
Stanley Hackett
CEO Town of Limerick

**STATE OF MAINE
DEPARTMENT OF TRANSPORTATION**

Dated: 9/25/2023

DocuSigned by:
Kyle A. Hall
By: _____
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Kyle Hall
Director, Maintenance and Operations

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

Business Partnership Initiative Project

MUNICIPALITY OF LIMERICK

PROPOSED IMPROVEMENTS TO: Route 11 in Limerick

STATE PROJECT IDENTIFICATION NUMBER (WIN) 025039.01

FUNDED CONSTRUCTION YEAR 2023

Project Scope: Roadway improvements consisting of drainage and sidewalk upgrades

Funding Outline: The Total Project Estimated Cost is \$225,000.00, and the Parties agree to share costs through all stages of the Project under the terms outlined below.

Work Element	Developer Share		State Share		Total Cost
Total Project Cost Share	66.7%	\$150,000.00	33.3%	\$75,000.00	\$225,000.00
Estimated Additional Municipal/Developer Costs	\$0				
Maximum State Share Amount			\$75,000.00		
Total Estimated Municipal/Developer Reimbursement			\$75,000.00		

REIMBURSEMENT SCHEDULE:

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

DESIGN EXCEPTIONS REQUIRED: YES X NO