

**Maine Infrastructure Adaptation Fund Grant Agreement (State Funds)**

MaineDOT WIN: _____	Vendor Number: _____
Maximum Grant Funds: \$_____	Grantee Match: _____
Agreement Effective Date: _____	Agreement End: _____

**NOTE: The information in the table above is for administrative purposes only and is not part of the Maine Infrastructure Adaptation Fund Grant Agreement below.**

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**MAINE INFRASTRUCTURE ADAPTATION FUND  
GRANT AGREEMENT**

**This Maine Infrastructure Adaptation Fund Grant Agreement (the "Agreement")** is entered into by and between the State of Maine, acting by and through its Department of Transportation ("MaineDOT"), and \_\_\_\_\_ (the "Grantee").

**EFFECTIVE DATE:** This Agreement is effective as of the date last signed as indicated on the signature page below (the "Effective Date"), and does not take effect until both MaineDOT and the Grantee have signed. Any commitments made or obligations or expenditures incurred by Grantee prior to the Effective Date of this Agreement are at Grantee's sole risk and may not be reimbursed in whole or in part by MaineDOT in MaineDOT's sole judgment.

**RECITALS**

1. The Maine Infrastructure Adaptation Fund ("MIAF") was established to provide MIAF grant funding ("Grant Funds") to public entities enrolled in the Community Resilience Partnership to adapt their critical infrastructure to reduce vulnerability to climate change resulting from extreme weather, sea level rise, inland and coastal flooding, severe heat, and other climate impacts, which will increase day-to-day functional capacity and improve performance and survivability of these assets during an emergency.
2. MaineDOT is authorized to administer the Grant Funds, which will be State funds, in accordance with the MIAF.

3. MaineDOT has conducted a competitive application process for Grant Funds for infrastructure projects under the MIAF.
4. In reliance on the representations contained in Grantee's application to the MIAF for funding for its infrastructure project (the "Application"), which is incorporated by reference into and made part of this Agreement, MaineDOT has selected Grantee's infrastructure project for Grant Funds subject to the terms and conditions of the MIAF and this Agreement.

In consideration of the foregoing Recitals, which are an integral part of this Agreement, and the mutual covenants and agreements contained herein, MaineDOT and Grantee hereby agree as follows:

**A. Grantee's Infrastructure Project**

1. Grantee will undertake and complete the infrastructure project described in Grantee's Application (the "Infrastructure Project") and referenced in Appendix A hereto, which is incorporated into and made part of this Agreement. The completed Infrastructure Project must conform to the Application. Final design and construction plans for Grantee's Infrastructure Project must be stamped by a Professional Engineer licensed in Maine and evidence thereof must be made available to MaineDOT upon request. Grantee will not make any changes to the Infrastructure Project to a degree that fundamentally alters the Infrastructure Project unless it has received the prior written consent of MaineDOT.
2. Grantee will use qualified contractors and consultants for the design, engineering, and construction of the Infrastructure Project and will have sole responsibility for overseeing and monitoring the Infrastructure Project during its design, engineering, construction and implementation. In addition, Grantee will be solely responsible for ongoing maintenance of the Infrastructure Project at its own cost and expense.
3. Grantee will comply with all applicable federal, Maine, and local laws and regulations, including but not limited to environmental laws and regulations, in connection with the Infrastructure Project. In the event that the Infrastructure Project is required to comply with the National Environmental Policy Act, as amended, and associated regulations (collectively, "NEPA") because it is also funded with funds from a federal financial assistance program or requires a federal permit, Grantee will be solely responsible for ensuring such NEPA compliance.
4. Grantee will obtain and keep in effect all federal, Maine, and local permits required for the Infrastructure Project.
5. Grantee will obtain any necessary property rights for the Infrastructure Project.
6. Grantee will ensure that the Infrastructure Project does not create any safety hazards or undue inconvenience to the public and will take steps to ensure the safety of the

public at all times in connection with the Infrastructure Project. In the event that Grantee's Infrastructure Project affects a public roadway or any associated right-of-way, Grantee must take steps to ensure that the Infrastructure Project does not reduce the safety or structural quality of the roadway or right-of-way, there are no roadway obstructions for the traveling public, and the roadway surface is restored so that it provides a smooth ride.

7. Grantee will adhere to the timelines for development and completion of the Infrastructure Project ("Project Milestones") set forth in Grantee's Application and Appendix A hereto, as may be extended with MaineDOT's consent. If the Infrastructure Project involves construction, Grantee will also ensure that it is fully functional no later than the Project Completion Date set forth in Appendix A, as may be extended with MaineDOT's consent.

**B. Funding of Infrastructure Project**

1. MaineDOT will disburse Grant Funds to Grantee for actual eligible direct costs of the Infrastructure Project in the maximum amount set forth in Appendix A attached hereto. Grantee will use Grant Funds only for eligible costs of the Infrastructure Project as described in its Application. In the event that actual eligible direct costs of the Infrastructure Project are less than the maximum amount of Grant Funds set forth in Appendix A hereto, MaineDOT will disburse Grant Funds only in an amount sufficient to pay actual eligible direct costs of the Infrastructure Project, subject to the requirements of this Section B below.
2. Grantee will provide matching funds for the Infrastructure Project in the amount(s) and from the source(s) identified in Appendix A, which represents the percentage of the maximum amount of Grant Funds set forth in Appendix A ("Match"). Costs incurred by Grantee prior to the Effective Date of this Agreement are not considered part of Grantee's Match requirement.
3. Grantee will pay all costs of the Infrastructure Project that exceed the maximum amount of Grant Funds plus Match under this Agreement. The estimated total cost of the Infrastructure Project is set forth in Appendix A hereto.
4. MaineDOT will make disbursements of Grant Funds in no more than three (3) payments. Grantee may request fewer than three (3) payments.
5. Disbursements of Grant Funds will be made only on a reimbursement basis and each disbursement must be associated with the completion of a specific Project Milestone identified in Appendix A. For purposes of this Agreement, "reimbursement" means that eligible Infrastructure Project costs (i) have been paid by Grantee or (ii) have been incurred by Grantee and payment is due.

6. a. Each request for Grant Funds must be accompanied by all of the following, in the format that may be required by MaineDOT:
    - (i) The Project Milestone set forth in Appendix A for which reimbursement is requested and the start and end dates for that Project Milestone.
    - (ii) A written explanation of any variance of more than thirty (30) days in the schedule set forth in Appendix A in completing the Project Milestone.
    - (iii) An invoice that includes an itemized list of expenses actually incurred by Grantee identifying the services and materials, with amounts, dates, and vendor and contractor names and evidence that such expenses have been paid or that payment is due.
    - (iv) The total amount of Grant Funds being requested, showing the dollar amount deducted for the portion of Match applied to the invoice as specified in Appendix A hereto.
  - b. A request for disbursement of Grant Funds may not include any contractor retainage withheld by Grantee. MaineDOT will not disburse Grant Funds for any such retainage.
  - c. MaineDOT will review each request for disbursement of Grant Funds and supporting materials to ensure that costs are eligible for reimbursement with Grant Funds in accordance with this Agreement and may request additional information deemed necessary by MaineDOT before disbursing Grant Funds. In the event any additional information requested by MaineDOT is not provided, MaineDOT may withhold all or a portion of the Grant Funds requested by Grantee, as determined by MaineDOT.
  - d. Prior to the first disbursement of Grant Funds, Grantee may terminate this Agreement after fifteen (15) days prior written notice to MaineDOT. If Grant Funds become unavailable to fund the Infrastructure Project, MaineDOT will have the right to terminate this Agreement after fifteen (15) days prior written notice to Grantee. In the event of termination of this Agreement by Grantee or MaineDOT, MaineDOT will have no liability for payment of Grant Funds to Grantee.
7. a. Grantee acknowledges and agrees that it may forfeit the undisbursed balance of the Grant Funds if MaineDOT determines that a Project Milestone is significantly behind schedule and Grantee cannot demonstrate to MaineDOT's satisfaction earnest and good faith efforts to complete the Infrastructure Project within a reasonable additional time, as determined by MaineDOT.
  - b. In addition, if MaineDOT determines that Grantee has failed to complete the Infrastructure Project in accordance with this Agreement, or has used Grant Funds for any purpose other than as provided in this Agreement, or has failed to submit all

required reports to MaineDOT as provided in this Agreement, MaineDOT will also have the right to terminate this Agreement, withhold all further disbursements of Grant Funds, recoup Grant Funds disbursed to Grantee, set off amounts of Grant Funds payable to Grantee against amounts that Grantee is required to pay or return to MaineDOT under this Agreement or any other arrangement or agreement between MaineDOT and Grantee whether or not related to MIAF, and pursue all other legal remedies that may be available to MaineDOT after written notice of non-compliance is provided to Grantee and Grantee fails to cure the non-compliance within the period specified in the notice, in MaineDOT's judgment. MaineDOT will have the right to recover its attorneys' fees and legal costs in the exercise of its legal remedies.

8. Grantee acknowledges and agrees that MaineDOT's obligations under this Agreement are conditioned on the availability of MIAF funds and on MaineDOT's continued authorization under applicable laws, regulations, or appropriations to use such funds for the purposes described in this Agreement.

C. **Reporting**

1. For each calendar year, or portion of a calendar year, after the Effective Date of this Agreement until completion of the Infrastructure Project, Grantee will submit an annual report to MaineDOT ("Annual Report"), as provided in the MIAF. Each Annual Report will be due not later than fifteen (15) business days after the close of a calendar year. Each Annual Report must include all of the following:
  - (a) A description of the progress of the Infrastructure Project, including percent completed and whether the Infrastructure Project is on track to be completed by the Project Completion Date set forth in Appendix A based on the major activities that remain to be completed.
  - (b) Any scheduling changes and the reasons for any delays.
  - (c) Cumulative costs incurred and expenditures made for the Infrastructure Project for the calendar year.
2. Within thirty (30) days after the completion of the Infrastructure Project, Grantee will also submit a final report on the Infrastructure Project, which must include the following:
  - (a) A summary of the completed Infrastructure Project.
  - (b) A description of the anticipated reduced risk to public safety resulting from the Infrastructure Project, based on the estimated number of individuals and businesses that will no longer suffer from impacts such as service disruption, inoperability, or inaccessibility of a necessary resource.

- (c) The anticipated amount of the avoided cost of damages that results from the Infrastructure Project, based on records of past actual damage costs incurred during failure of similar infrastructure, or in the absence of such records, estimated damage costs.

**D. No Liability**

Notwithstanding MaineDOT's selection of Grantee's Infrastructure Project for an award of Grant Funds or the provision of Grant Funds to Grantee under this Agreement, MaineDOT will have no responsibility or liability to Grantee or its agents or contractors or any other third party for any damages, costs, claims, demands, or causes of action arising from the design, engineering, or construction of Grantee's Infrastructure Project or from any other cause. This Agreement is for the sole benefit of MaineDOT and Grantee and is not intended to benefit any other person or entity, and no such person or entity will be deemed a third-party beneficiary of this Agreement or have any rights under this Agreement, including but not limited to any rights to payment with Grant Funds or any other funds.

Nothing herein will waive any defense, immunity, or limitation of liability that may be available to MaineDOT or its officers, agents or employees under the Maine Tort Claims Act (14 M.R.S. Section 8101 et seq.) or any other privileges or immunities as may be provided by law. *This provision will survive any expiration or earlier termination of this Agreement.*

**E. Records**

Grantee must retain full and accurate records of all labor, services and materials obtained, and associated costs and expenditures, with supporting invoices, receipts, and check copies, for the Infrastructure Project for a period of three (3) years after the date of the final disbursement of Grant Funds to Grantee. MaineDOT and any appropriate agency of Maine State government (each, a "Reviewing Agency") will have the right during said three-year period to review, examine, audit, and copy such records during Grantee's normal business hours, and Grantee will cooperate in all respects with each such Reviewing Agency.

**F. Contact Information**

1. MaineDOT's Project Manager for this Agreement is as follows:

Sierra Millay  
Project Manager  
Maine Department of Transportation  
16 State House Station

Augusta, Maine 04333

Tel: (207) 441-6435

Email: [Adaptation.DOT@maine.gov](mailto:Adaptation.DOT@maine.gov)

2. Grantee's Project Manager and related contact information for this Agreement are set forth in Appendix A hereto.
3. Any notice provided for in this Agreement may be sent by email.

**G. Nondiscrimination**

Grantee will not discriminate against any person on the basis of race, color, ethnicity, national origin, sex, sexual orientation, gender identity, religion, disability, age, or familial status. Grantee will comply with all applicable federal, Maine, and local laws and regulations regarding nondiscrimination.

MaineDOT does not and will not exclude from participation in, or deny the benefits of, its programs or activities, or subject anyone to discrimination or treat persons unfavorably based on race, color, religion, national origin, sex (pregnancy, sexual orientation, and gender identity), age, genetic information, disability, veteran status, limited English proficiency, or economic status. In addition, MaineDOT will not retaliate against any person who complains of discrimination or who participates in an investigation of discrimination.

**H. Miscellaneous**

1. This Agreement and its Appendix A may be amended only in a writing signed by MaineDOT and Grantee.
2. Grantee has received all necessary approvals and authorizations by its governing body for the Infrastructure Project, including but not limited to Match, and its entry into this Agreement.
3. Grantee is acting as an independent contractor and not as an agent, representative, or partner of MaineDOT under this Agreement.
4. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same agreement. Each party agrees that this Agreement and any other documents to be executed in connection with this Agreement may be electronically signed and that any electronic signatures appearing on this Agreement or the associated documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

**In witness whereof**, MaineDOT and Grantee have executed this Maine Infrastructure Adaptation Fund Grant Agreement by their respective duly authorized representatives.

**STATE OF MAINE  
DEPARTMENT OF TRANSPORTATION**

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Joyce Noel Taylor  
Chief Engineer

**GRANTEE**

\_\_\_\_\_  
Date

By: \_\_\_\_\_  


Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_



**APPENDIX A  
TO  
MAINE INFRASTRUCTURE ADAPTATION FUND GRANT AGREEMENT**

**WIN Number**

**Name of Grantee**

**Grantee's Contact Information for Infrastructure Project**

**Project Manager**

**Mailing Address**

**Tel.**

**Email**

**Name of Grantee's Infrastructure Project**

**Physical Location of Infrastructure Project**

**Project Milestones – description and start and end dates of each**

**Projected Project Completion Date**

**Total Maximum Grant Funds**

**Funding Match**

**Percentage of Total Grant Funds Amount**

**Dollar Amount**

**Source**

**Estimated Total Project Cost**

**Anticipated number of Disbursements of Grant Funds to be requested (must be 3 or fewer and each must be tied to completion of a specific Project Milestone above)**