

SAFE ROUTES TO SCHOOL PROGRAM - SIGNS AND LINES PROJECT

MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (“MOU”) is entered into and made effective this day of _____, 2024 (“Effective Date”) by and between the Massachusetts Department of Transportation (“MassDOT”) and the _____ (“Municipality”). MassDOT and the Municipality are collectively referred to herein as the “Parties.”

WHEREAS, MassDOT administers the statewide Safe Routes to School Program (“SRTS”), which is a program that works to increase safe biking and walking for elementary, middle, and high school students by using a collaborative, community focused approach toward health and transportation;

WHEREAS, as part of its SRTS, MassDOT created a “Signs and Lines Project” (“SLP”) to identify infrastructure challenges for students walking and biking to and from the _____ (the “School”) in the Municipality;

WHEREAS, the goal of the SLP is to design and implement low-cost improvements, including signage and pavement markings, to improve safety and accessibility along key walking and biking routes to the School;

WHEREAS, the Parties intend to work collaboratively in the design and construction of said low-cost improvements; and

WHEREAS, the Parties wish to execute this MOU to set forth the guidelines, roles and responsibilities of the Parties with respect to the execution of said SLP goals.

NOW, THEREFORE, to set forth the expectations for participation in the SLP, the Parties mutually agree to the following.

RESPONSIBILITIES OF THE PARTIES

1. MassDOT or its contractors shall conduct a needs-based assessment to identify certain infrastructure barriers near the School. Municipality and School staff will be invited to attend the assessment. The Municipality’s participation in said assessment shall be required.
2. MassDOT’s contractor shall produce a technical memorandum summarizing the issues identified during the needs-based assessment referenced in paragraph 1 herein, and shall offer potential design solutions, which shall be submitted to the Municipality for review. The Municipality shall provide written comments, if any, to the technical memorandum within seven (7) days of the Municipality’s receipt of the memorandum, unless the Parties mutually agree to another date.

3. MassDOT or its contractor shall promptly review the Municipality's comments and shall develop plans which may include sign installation by location, pavement marking details, pavement marking locations, and schedules for each ("**Plan Set**"). MassDOT or its contractor shall submit the Plan Set to the Municipality for review. The Municipality shall provide written comments, if any, to MassDOT within seven (7) days of its receipt of the Plan Set, unless the Parties mutually agree on another date. If the Municipality requests any change(s) to the Plan Set, the Parties shall meet and confer in order to discuss whether the change(s) is appropriate, and shall make a good effort to reach a mutual agreement concerning the requested change(s). If the Parties are unable to reach a mutual agreement, however, the incorporation of any proposed change(s) shall be at MassDOT's sole discretion.
4. Upon the development of a mutually agreed upon Plan Set, if required, MassDOT or its contractors shall develop a bid package that includes the approved Plan Set. The Municipality agrees to issue said bid package in accordance with its procurement process and applicable Massachusetts laws, which may include G.L. c. 30, § 39M, G.L. c. 30B, and G.L. c. 149.

PROJECT ADMINISTRATION, COSTS, AND PAYMENT

5. **Project Administration**. The Municipality, at its sole expense, shall manage the timely completion of all of the improvements contained in the agreed upon Plan Set ("**Project**") and shall complete the Project prior to **June 30, 2025**.
6. **Project Costs and Payments**. MassDOT shall reimburse the Municipality for all eligible costs in connection with the Project up to ten thousand dollars (\$10,000.00) ("**Maximum Reimbursement**"), subject to the following terms:
 - a. MassDOT will reimburse the Municipality for construction costs associated with the Project, subject to the invoice submission and approval procedures contained herein. Reimbursable costs ("**Eligible Construction Costs**") shall include the following as contained on the agreed upon Plan Set:
 - i. Installation of new signage,
 - ii. Installation of new pavement markings,
 - iii. Modification of existing pavement markings, and
 - iv. Other improvements, as determined by MassDOT.
 - b. The Municipality shall submit a single invoice for actual expenses no later than the 15th day of the month after the completion of the Project or by **July 15, 2025**, whichever comes first. ("**Invoice**"). Any and all Invoices submitted after July 15, 2025 shall be ineligible for reimbursement by MassDOT. The Invoice shall include a copy of the invoice from the Municipality's contractor or vendor with a description of work performed and materials ordered, the date of the billing cycle, and the vendor number.

- c. Reimbursement will only be for work completed and/or items purchased. All Eligible Construction Costs associated with the Project must be distinctly identified on the contractor invoice, separate from work performed for other projects. The Invoice must be issued and submitted directly from the Municipality to MassDOT's designated contractor for the Safe Routes to School Program, in the manner prescribed by MassDOT. **The Invoice shall be sent to:**
 - i. **Leon Papadopoulos, MA Safe Routes to School C/O AECOM, 1 Federal St., 8th Floor, Boston, MA 02110**
 - ii. **Or via email: Leon.Papadopoulos@aecom.com**
 - iii. **Invoice must contain the follow information**
 - 1. **Bill to: AECOM-Safe Routes to School Project, 1 Federal Street, 8th Floor, Boston, MA 02110**
 - 2. **AECOM Project #: 60725915.1.22**
 - 3. **AECOM P.O. # and Vendor # (to be assigned)**
 - d. MassDOT will use its best efforts to ensure that its contractor reimburses the Municipality within ninety (90) days of receipt of an Invoice, although reimbursement within ninety (90) days is not guaranteed. All reimbursement for Eligible Construction Costs will be made through MassDOT's contractor and will be made solely based on invoices properly submitted in accordance to the requirements contained herein.
 - e. If MassDOT objects to charges identified on the Invoice, it shall notify the Municipality of its objection in writing within forty-five (45) days of receipt of said Invoice. Within thirty (30) days thereafter, the Municipality will provide MassDOT or its contractor with additional documentation and/or explanation as required, to support the accuracy of the charges. Any decisions or determinations regarding reimbursements pursuant to this MOU are at MassDOT's sole discretion and shall be final.
 - f. The Municipality agrees to use any and all funds provided by MassDOT and/or its contractor for this Project only.
7. **Maximum Reimbursement.** The Parties agree that MassDOT has no obligation to increase the Maximum Reimbursement contained in Paragraph 6 herein for any reason, including but not limited to, a change in the Project's budget.
 8. **Obligations of the Municipality.** In addition to any other requirements of this MOU, the Municipality, by accepting any or all MassDOT funding, shall ensure compliance with any and all applicable local, state and federal rules, regulations and laws with respect to the Project.
 9. **Ownership and Maintenance.** Once completed, MassDOT shall have no obligations relating to the Project including but not limited to future operations, maintenance, or replacement. All improvements made as part of the Project shall be owned and maintained solely by the Municipality.

MISCELLANEOUS

10. **Notice.** Unless otherwise explicitly set forth in this MOU, all notices or other communications required or permitted to be given hereunder, shall be in writing and shall be delivered by email:

To MassDOT:

Diane Hanson, Project Manager, Massachusetts Safe Routes to School

Diane.Hanson@aecom.com

To the Municipality:

[Redacted]

[Redacted]

11. **Amendments.** This MOU may be amended only by written agreement of both Parties.
12. **Term.** This MOU and all of the obligations thereunder, shall expire 1 (one) year from the Effective Date of this MOU. The Parties may, by written agreement, agree to extend this MOU for 1 additional 1 year term.

IN WITNESS WHEREOF, as of [Redacted], the Parties hereto have caused this MOU to be duly executed as a sealed instrument as of the date first written above.

Dated:

Dated:

David Mohler

Executive Director

MassDOT Office of Transportation Planning

[Redacted]

[Redacted]

[Redacted]