

## **MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (“**MOU**”) is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the MASSACHUSETTS BAY TRANSPORTATION AUTHORITY, a body politic and corporate and a political subdivision of the Commonwealth of Massachusetts, having offices at 10 Park Plaza, Boston, MA 02116 (“**MBTA**”), and the CITY OF SOMERVILLE, a municipal corporation within the Commonwealth of Massachusetts, having offices at 93 Highland Ave, Somerville MA, 02143 (“**City**”). MBTA and City are sometimes collectively referred to herein as the “**Parties**” and individually as the “**Party**.”

### **RECITALS**

**WHEREAS**, MBTA bus services are provided to City on Grand Union Boulevard between Mystic Avenue and Great River Road;

**WHEREAS**, MBTA bus service is changing on August 24, 2025, bringing new service on MBTA Bus Route 85 to Grand Union Boulevard in accordance with the MBTA Board-approved Bus Network Redesign (BNR) network;

**WHEREAS**, the existing northbound bus stop at Grand Union Boulevard at Foley St will provide the main connection between bus service and the Orange Line service and does not comply with MBTA or federal bus stop accessibility requirements;

**WHEREAS**, the bus stop can be made accessible if moved 70’ north of its existing location with adjustments to sidewalk concrete, striping, and signage;

**WHEREAS**, bicycle pavement markings along the project area need to be adjusted;

**WHEREAS**, curbside signage on the project area needs to be fabricated, installed, and maintained;

**WHEREAS**, the sidewalk along and adjacent to the project area must be rebuilt for full accessibility;

**WHEREAS**, the project is to be constructed by the City;

**WHEREAS**, the project is fully funded by the MBTA and the City will be reimbursed upon construction completion, inspection, and approval that it aligns with the project designs (Exhibit A) at a cost no greater than \$10,000;

**WHEREAS**, City and MBTA wish to jointly facilitate and implement the above items as set forth in this MOU.

**NOW THEREFORE**, in consideration of the premises herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows.

1. **Responsibilities and Funding.** The responsibilities and funding obligations of both City and MBTA for this project are as follows:

<b>GRAND UNION BLVD AT FOLEY ST IN SOMERVILLE</b>			
<b>CONSTRUCTION, IMPLEMENTATION AND MAINTENANCE TERMS</b>			
<b>Item Description</b>		<b>MBTA</b>	<b>City</b>
1.	Manage designs: <ul style="list-style-type: none"><li>• Develop striping and flex post design to deconflict with the new bus stop location,</li><li>• Develop signage plan; and,</li><li>• Develop sidewalk construction plan.</li></ul>		X
2.	Construct sidewalk improvements and remove trees to ensure accessibility as described by federal requirements and MBTA's 2025 Bus Stop Design Guide		X
3.	Specify and install roadway markings with appropriate colors as defined in the design.		X
4.	Install curbside signage related to parking adjustments.		X
5.	Fund project, reimbursing City upon construction completion and inspection by MBTA.	X	
6.	Replace MBTA bus stop signs where required.	X	
7.	After the installation of the pavement markings, signage, and sidewalk, the City assumes ownership of said materials and equipment and is responsible for the state of good repair of these facilities including but not limited to the timely repair of these facilities and ongoing maintenance.		X

The design plans referenced in Section 1 above are attached hereto as Exhibit A

2. **Cooperation - Further Actions.** The Parties agree to cooperate and collaborate in good faith on all aspects of this MOU. Each of the Parties agrees that it shall hereafter execute and deliver such further instruments and do such further acts and things as may be required or useful to carry out the intent and purpose of this MOU and as are consistent with the terms hereof.
3. **Transportation Operations.** Notwithstanding anything to the contrary contained in this MOU, City shall not interfere with the transportation operations of MBTA or any contractor of MBTA, except for maintenance of the existing roadways, construction related activities, or any other activities or items permitted or required by law.
4. **Indemnification.** To the extent allowed by law, City shall indemnify, defend and save harmless MBTA from and against any and all liabilities, losses, damages, costs, expenses (including reasonable attorneys' expenses and fees), causes of action, suits, claims, demands or judgments of any nature whatsoever that may be imposed upon or incurred by or asserted against MBTA in connection with City's activities under this MOU except to the extent arising from the gross negligence or willful misconduct of MBTA or its agents or employees.
5. **Limitation on Damages.** Notwithstanding anything to the contrary contained in this MOU, in no event shall either Party be liable to the other for indirect, special, consequential, or punitive damages of any nature or for any reason whatsoever.
6. **City Insurance.** During the term of this Agreement, City shall continually maintain, with insurance carriers licensed to do business in the Commonwealth of Massachusetts, the following insurance:
  - a. Commercial General Liability Insurance

Commercial General Liability insurance for personal injury, bodily injury and property damage with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) in the aggregate. Such insurance shall be written on an occurrence basis (as opposed to a claims made basis). Coverage shall be equivalent to ISO Form CG 01 01 12 07. Coverage shall be provided on a first dollar basis without a deductible.
  - b. Workers' Compensation Insurance

Coverage A Workers' Compensation: Statutory as required by Massachusetts law.  
Coverage B Employer's Liability: (i) bodily injury by accident Five Hundred Thousand Dollars (\$500,000.00) each accident, (ii) bodily injury by disease Five Hundred Thousand Dollars (\$500,000.00) each employee and (iii) bodily injury by disease Five Hundred Thousand Dollars (\$500,000.00) policy limit.
  - c. Automobile Liability Insurance

Automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000.00) covering all owned, non-owned, hired, rented or leased vehicles of City and its subcontractors and consultants that are used in the activities permitted hereunder.

d. Umbrella

Umbrella insurance with limits at least equal to Ten Million Dollars (\$10,000,000.00) per occurrence and Ten Million Dollars (\$10,000,000.00) in the aggregate. Self-insured retention shall not exceed Ten Thousand Dollars (\$10,000.00). Coverage shall be equivalent or broader than the coverage afforded on the underlying Commercial General Liability, Automobile Liability and Employer's Liability grant within the Workers' Compensation policy.

All policies shall have a minimum AM Best Rating of A-IX and MBTA shall be named as an additional insured on all policies except for Workers' Compensation. All policies shall contain a waiver of subrogation in favor of MBTA and the Workers' Compensation policy shall be specifically endorsed to provide such waiver.

City shall provide proof of the foregoing coverage upon the request of MBTA. Said proof of insurance may be in the form of a self-insurance letter if the City chooses to self-insure.

7. **Term.** This MOU shall become effective as of the date it is fully executed by City and MBTA and shall remain in full force and effect until all activities contemplated by the Parties hereunder have been completed or the Parties have otherwise agreed in writing. Either party shall have the right to terminate this MOU upon thirty (30) days' written notice to the other party.
8. **Consent.** Where, pursuant to this MOU, the consent or approval of one Party shall be required, requested or appropriate, such Party agrees that its consent or approval shall not be unreasonably withheld, delayed or conditioned except as expressly provided otherwise in this MOU.
9. **Authority.** The individuals executing this MOU represent that they are empowered and duly authorized to execute this MOU on behalf of the Parties they represent.
10. **Press Releases.** If either Party wishes to issue a press release regarding this MOU, the form and content of such release shall be approved in advance by both City and MBTA.
11. **Governing Law.** This MOU and the rights and obligations of the Parties hereunder shall in all respects be governed by and construed and enforced in accordance with the laws of the Commonwealth of Massachusetts without regard to its choice of law rules.
12. **Notice.** Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered (a) in person, (b) by certified or registered mail, postage prepaid, return receipt requested, or (c) by a commercial overnight courier that guarantees next day delivery and provides a receipt. Such notices shall be addressed as follows:

If to MBTA:  
Massachusetts Bay Transportation Authority General  
Manager's Office  
10 Park Plaza, Suite 4510  
Boston, MA 02116  
Attention: Deputy General Manager

With a copy to:  
Massachusetts Bay Transportation  
Authority Office of the General Counsel  
10 Park Plaza, Suite 3510  
Boston, MA 02116  
Attention: General  
Counsel

If to City:  
City of Somerville  
93 Highland Avenue  
Somerville, MA 02143

With Copy to:  
Brian Postlewaite  
Director of Engineering  
City of Somerville  
1 Franey Road  
Somerville, MA 02145

Or to such other address as either Party may from time to time specify in writing to the other Party. Any notice shall be effective only upon delivery.

13. **Severability.** Any provisions of law that invalidate, or otherwise are inconsistent with, the terms of this MOU, or that would cause one or both of the Parties to be in violation of that law, shall be deemed to have superseded the terms of this MOU. Notwithstanding such invalidity or illegality, the remaining terms and provisions of this MOU shall remain in full force and effect in the same manner as if the invalid or illegal provision had not been contained herein.
14. **Counterparts.** This MOU may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon, provided such signature page is attached to any other counterpart identical thereto.
15. **Successors and Assigns.** This MOU shall be binding on and inure to the benefit of the Parties hereto and their permitted successors and assigns. This MOU may not be assigned without the prior written consent of MBTA and City.
16. **Rights of the City.** The City shall retain at all times all rights and responsibilities to adjust and operate the street layout. Nothing in this MOU shall be interpreted to interfere with the rights and responsibilities of the City to adjust and operate the street layout, paving, lane assignments and traffic operations. The City reserves the right to redesign and reconstruct the street in the public right of way in consultation with the MBTA.
17. **Entire Agreement.** This MOU represents the entire agreement between the Parties regarding the subject matter hereof, superseding any prior oral or written agreements or understandings regarding the same.

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SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have duly executed this Memorandum of Understanding as of the day and year first above written.

MASSACHUSETTS BAY  
TRANSPORTATION AUTHORITY

CITY OF SOMERVILLE

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

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

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

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

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

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

## Option 1

MBTA's  
preferred short-  
term solution

- Stop moves 70' north, beyond the pull-in

Front door landing area (min 8' deep and 5' wide, 10' preferred) would be between the lamp post and (dead?) tree, need concrete.



Back door clear zone (min 4' deep, 10' wide) would be south of the (dead?) tree, need flexipave or concrete.

Striping and flexpost adjustments needed.



Exhibit A