

MassDOT Complete Streets Funding Program Tier 2 Funding: Request for Technical Assistance

Through the Complete Streets Funding Program, municipalities can receive up to \$38,000 in Technical Assistance funding for the development of a Complete Streets Prioritization Plan, a Tier 2 program requirement. This funding is used by the municipality to hire a consultant firm or a Metropolitan Planning Organization/Regional Planning Agency (MPO/RPA) to develop a Prioritization Plan. Like most MassDOT grant programs, this funding is reimbursement-based; municipalities are reimbursed for approved costs after completion. For a municipality to be eligible for this funding, one of the following must be true:

- a. Municipality has completed Tier 1 of the program by adopting an approved Complete Streets Policy, or
- b. Municipality has submitted a Letter of Intent in which they agree to pass a Complete Streets Policy within that fiscal year or before applying for Tier 3 funding. This option is generally used by municipalities that intend to develop their Complete Streets Policy and Prioritization Plan concurrently.

A municipality may only receive one Technical Assistance grant for the purpose of developing a Prioritization Plan. To obtain Technical Assistance Funding from MassDOT, a municipality must first send the following documents to the Complete Streets Funding Program Administrator:

- a. Completed Funding Agreement (attached to this document). No signature is required for this document.
- b. Scope of Work for the development of the plan. A sample Scope of Work can be found on the Complete Streets Funding Program Portal. The Scope of Work is often prepared by the consultant or MPO/RPA.
- c. Fee/Work Hour Estimate from consultant or MPO/RPA showing the requested grant amount.
- d. Consultant firms must also provide HED 640 forms (direct salary rates), have a current FAR audit or a current indirect cost rate approved by MassDOT Audit Operations, and be prequalified by the MassDOT Architects and Engineers Review Board to conduct the specified work. Firms that are not prequalified by the A&E Board may submit evidence of their qualifications to perform the required services to the Complete Streets Funding Program Administrator for review and approval. Firms that are unable to meet the provisions of this section will not be allowed to work on the Complete Streets Funding Program.

After receiving all necessary information, MassDOT will prepare a contract with the municipality to provide the specified amount of funding. When ready, MassDOT will send the Standard Contract Form and a Signature Authorization Form to the municipality to be completed and signed. An ink (“wet”) or electronic signature is acceptable. When signed, documents are returned to MassDOT.

MassDOT will then process and finalize the contract before sending the executed contract to the municipality along with Notice to Proceed (NTP). This process, from submission to NTP, takes approximately eight weeks. Municipalities should not proceed with work until MassDOT provides NTP. As work is completed or when the Prioritization Plan is finished, a municipality will request reimbursement for approved costs following the process for Chapter 90 reimbursements through the District State Aid Engineer. Therefore, it is important to save all consultant or MPO/RPA invoices for work performed.

Agreement Number: _____

Executed Date: _____, 20__

Municipality:

Project:

This Agreement made and entered into by and between the MASSACHUSETTS DEPARTMENT OF TRANSPORTATION (hereinafter called MASSDOT) and the CITY/TOWN OF _____ (hereinafter called the MUNICIPALITY), and

WHEREAS, the MUNICIPALITY has procured the services of _____ (hereinafter called the DESIGN ENGINEER) to provide Technical Assistance for the development of the Tier 2 Prioritization Plan (hereinafter called the PLAN) in accordance with the Complete Streets Program, and

WHEREAS, MASSDOT has prequalified the DESIGN ENGINEER to perform the required Work through its Architects & Engineers Review Board (A&E Board), see "Exhibit C", and whereas all design firms used by the MUNICIPALITY must have current Federal Acquisition Regulations (FAR) audit on file with Audit Operations, if community chooses to use an MPO or RPA for the development of the Prioritization Plan, prequalification by MassDOT is not required and

WHEREAS the PROJECT is to be financed by funds provided by the Massot's Highway Operating funds in accordance with appropriation 61211318, and WHEREAS funding will be distributed through MassDOT Chapter 90 program.

NOW THEREFORE, in consideration of the premises and mutually dependent covenants herein contained, it is hereby agreed between the parties hereto as follows:

DIVISION OF WORK

The MUNICIPALITY shall provide by its own DESIGN ENGINEER, who shall develop the Complete Streets Prioritization Plan in accordance with the attached Scope of Work, labeled "Attachment A".

All approvals made by MASSDOT during for the approval of the said Plan shall not relieve the MUNICIPALITY's responsibility for design errors and omissions as specified under this agreement.

In addition, all work shall be done in accordance with the policies of MASSDOT. The DESIGN ENGINEER's contract with the MUNICIPALITY shall adhere to MASSDOT's Standard Provisions, dated February 2021, as applicable and noted within the body of this agreement as "Attachment I".

DIVISION OF EXPENSE

The COMMONWEALTH will reimburse the MUNICIPALITY of total cost of \$ _____ in accordance with the Workhour Estimate, labeled "Attachment K" where the estimate shall not exceed \$38,000.00. This maximum

obligation was negotiated between representatives of MASSDOT and the MUNICIPALITY. All costs incurred shall be approved by MASSDOT prior to reimbursement by the COMMONWEALTH. Any costs above this amount shall be borne by the MUNICIPALITY.

For all services to be performed under this Agreement, the MUNICIPALITY shall be compensated in accordance with the costs plus a net fee payment method. The maximum amounts to be paid under this Agreement are indicated in "Attachment B".

Extra work, change orders, additional items that may arise because of any errors, omissions, or at the request of the MUNICIPALITY shall be considered non-participating costs and shall be borne by the MUNICIPALITY.

The MASSDOT Audit Operations Unit has performed a prequalification audit on the DESIGN ENGINEER in accordance with 23 CFR, part 172, and the overhead rate will be included as "EXHIBIT E". The said overhead rate on allowable indirect costs shall apply notwithstanding any audit which indicates that higher indirect costs were actually incurred. The overhead billing rate shall be limited to a maximum of 155.0% per Massot's policy. If the municipality chooses to use an MPO or RPA as the design engineer a prequalification audit is not required.

The following provisions shall supersede the relative paragraphs of the Standard Provisions ("Attachment I"):

- In no event shall the maximum amount to be reimbursed to the MUNICIPALITY under this Agreement exceed the maximum payment figures indicated in "Attachment B", final audit results notwithstanding, except by agreement of all parties.

Direct Expenses in excess of the stated limit or amended limit, as well as any costs which are directly attributable to this Contract that are not pre-approved in writing as Direct Expenses, shall be considered to be unallocated costs and shall not be charged to overhead.

Reimbursable Direct Expenses for private mileage, meals, and lodging shall conform to the following limits:

1. Private Mileage – In accordance with present company policy and the Federal Travel Regulations but limited to a maximum of \$56 cents per mile. Necessary tolls and parking fees will be considered included under said mileage limit.
2. Meals – In accordance with present company policy, and the Federal Travel Regulations, but limited to breakfast \$5.00 maximum, lunch \$10.00 maximum, and dinner \$20.00 maximum, except that the cost of meals related to trips made in the course of a normal work day shall not be reimbursed.
3. Lodging – Actual costs in accordance with present company policy, and the Federal Travel Regulations, but not to exceed \$125.00 per day, only when the work performed is greater than 50 miles from the

Consultant's office or sub-consultant's office, and only when overnight lodging is required. All reimbursable expenses are to be accompanied by a receipt.

The Administration costs incurred by the MUNICIPALITY for the said PLAN are not eligible for reimbursement.

It is understood that rates and cost components used in the estimate are not intended for use as reimbursable billing rates or costs in lieu of actual costs supported by the MUNICIPALITY's accounting records.

The total of payments made shall be adjusted to conform to a final audit. The total audited amount shall not exceed the maximum fee. Interim audits may be undertaken at any time. Costs will be determined in accordance with Federal Acquisition Regulations (FAR).

METHOD OF PAYMENT TO THE MUNICIPALITY

Section 1. During the PLAN, the MUNICIPALITY may present monthly progress bills of the incurred costs for approval and payment by MASSDOT.

Section 2. Upon the completion of the PLAN to the satisfaction of MASSDOT and the MUNICIPALITY, written notification shall be given to the District Highway Director of MASSDOT by the MUNICIPALITY that said Work has been completed and, within 120 days thereof, the MUNICIPALITY will submit to MASSDOT a final detailed bill (in quintuplicate, as required by the Federal Highway Administration), and final settlement will then be made between the MASSDOT and the MUNICIPALITY. In addition to the final detailed bill, the MUNICIPALITY may forward to MASSDOT all calculations, plans, and environmental documents and other data necessary to complete the PLAN. This information may be submitted in an electronic format compatible with MASSDOT's needs.

Section 3. All reimbursable charges in connection with this Agreement will be subject to audit by representatives of MASSDOT, and the MUNICIPALITY will retain all records and documents pertaining to the Agreement charges until such audit is completed or until written approval to destroy the records is given by MASSDOT.

The Governor or his designee, the Secretary of Administration and Finance, and the State Auditor or his designee shall have the right at reasonable times and upon reasonable notice to examine the books, records and other complications of data of the MUNICIPALITY which pertain to the performance of the provisions and requirements of this Agreement.

MISCELLANEOUS

This Agreement shall not be considered fully executed, and Work shall not commence until MASSDOT signs this Agreement and the MUNICIPALITY has received an official Notice to Proceed (NTP) from MASSDOT.

EXPIRATION DATE

This Agreement is set to expire on_____. If the MUNICIPALITY believes an extension of time is necessary, the MUNICIPALITY agrees to submit to MASSDOT a written request for an extension no later than 60 days prior to the termination date specified on the attached signature page. MASSDOT, in its absolute discretion, may agree to grant said request for an extension of time if it finds that sufficient justification has been provided by the MUNICIPALITY. The request will need to address the current expiration date, the proposed expiration date and any other information deemed necessary.