

**MEMORANDUM OF UNDERSTANDING
BETWEEN
UNITED STATES ARMY CORPS OF ENGINEERS
AND
MASSACHUSETTS DEPARTMENT OF TRANSPORTATION
REGARDING
THE BOURNE BRIDGE AND THE SAGAMORE BRIDGE**

WHEREAS, the New England District of the United States Army Corps of Engineers (USACE) owns, operates and maintains the Bourne Bridge in Bourne, MA and the Sagamore Bridge in Sagamore, MA (Bridges) as a part of the Cape Cod Canal Federal Navigation Project;

WHEREAS, the Massachusetts Department of Transportation (MassDOT) is responsible for operating and maintaining the state highway system pursuant to M.G.L. c.6C, including the highways and infrastructure approaching the Bridges (Approaches);

WHEREAS, the USACE and MassDOT (Parties) desire to engage in a collaborative approach to future project development concerning the Bridges and Approaches;

WHEREAS, the Parties also desire to engage in discussion and exchange information concerning a coordinated public process for future projects affecting the Bridges and Approaches, including public outreach, environmental permitting, identification of financing and funding sources, evaluation of project delivery methods, and ongoing repair and maintenance;

WHEREAS, the Parties acknowledge that certain information to be exchanged between them concerning the Bridges and Approaches is designated as Security Sensitive Information, and desire to establish steps to safeguard Security Sensitive Information from unauthorized disclosure;

NOW, THEREFORE, for good and valuable consideration, including the mutual promises and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged to be adequate, the Parties agree as follows:

1. Purpose: This Agreement is intended to provide for a collaborative approach and coordination between the Parties with regard to the Bridges and Approaches.
2. Public Outreach: The Parties agree to coordinate outreach efforts and project messaging to ensure that complete and accurate information is available to the public concerning ongoing and future repair, maintenance and construction projects affecting the Bridges and Approaches.
3. Notice and Coordination of Proposed Projects: The Parties agree to provide reasonable notice to each other of any planned inspections, repair, maintenance and construction projects affecting the Bridges and Approaches. The Parties will work together to address early project requirements, including, environmental permitting, public outreach and comment, identification of potential funding and financing sources, and selection of appropriate project delivery methods for future projects affecting the Bridges and Approaches. They will also coordinate their respective designs, project schedules, maintenance/construction activities, and traffic management to enhance efficiency and minimize impacts to the traveling public to the maximum extent possible.
4. Design Development /Design Review: The Parties agree to share information with each other during the design development phase of their projects. They shall also provide reasonable opportunity for review and comment on any proposed design at each design phase. The parties shall engage in meaningful discussions concerning the design development phases of their projects and meet as necessary to review comments and/or address concerns.

5. Construction Coordination: The Parties agree that they shall share information and work cooperatively during their construction projects, particularly when projects are scheduled to be performed concurrently. The Parties shall make best efforts to coordinate and minimize impacts to the traveling public, including but not limited to, identifying efficiencies and cost savings related to traffic setups, lane closures, access restraints, police details, labor, equipment and materials.
6. Project Unification and Innovation: The Parties agree that there may be economies and efficiencies realized in the execution of their respective projects and agree to explore project delivery and partnership options, including investigation of new and innovative methods not currently under the authority of either Party, that minimize complication and maximize performance to the traveling public.
7. Collaborative Planning: The Parties agree to collaborate and coordinate on planning for future major rehabilitation and/or replacement of the Bridges and on potential changes to the Approaches to accommodate new or rebuilt Bridges. Specifically, the Parties will coordinate on the completion and public release of USACE's Major Rehabilitation study on the Bridges and MassDOT's Cape Cod Canal Area Transportation Study, as well as on implementing follow up actions based on the results of those studies.
8. Protocol for Requesting and Receiving Information: The Parties agree to share information and documents for the purpose of collaborating on future project development related to the Bridges. In that regard, they have designated the following officials to serve as Points-Of-Contact (POC) for requesting and receiving information pertaining to the Bridges:

For MassDOT:

For USACE:

Jonathan Gulliver, Highway Administrator

Scott E. Acone, P.E., PMP

Communications among staff for the purposes of this Agreement will be necessary and is expected to occur. However, any request for documents or other information pertaining to the design, construction, inspection, condition, or structural integrity of the highway or the bridge structures, including but not limited to any information considered to be security sensitive, shall be made in writing by the Party's POC to the other Party's POC. Further, all such documentation or information shall be subject to the requirements of Section 9 below. All correspondence to be sent and notices to be given pursuant to this MOU shall be directed to the POCs.


9. Security Sensitive Information: MassDOT acknowledges that it may receive information from USACE that is sensitive to the national security of the United States, particularly as it relates to the structural integrity of the Bourne and Sagamore Bridges. In such cases, the USACE shall clearly identify sensitive information, including, but not limited to controlled unclassified U.S. Government information, or Security Sensitive Information (SSI), as that term is defined in federal law. Such information shall only be provided to an official representative of the MassDOT who has executed a non-disclosure agreement in a form approved by USACE. MassDOT shall not disclose or release any sensitive information provided by USACE to any individual or entity without written consent by the USACE. MassDOT agrees to take reasonable measures to safeguard any and all sensitive information, including but not limited to not making copies, not distributing the

information, and not disclosing the contents of the information to any individual who is not expressly authorized by USACE to receive the information.

10. Authority: Nothing in this MOU shall be construed to extend the jurisdiction or decision-making authority of either Party to this MOU beyond that which exists under current laws and regulations. Nothing in this MOU shall be construed as affecting the decision making requirements of either Party or impairing the independent judgment of each regarding policy decisions.
11. Personnel: Each Party is responsible for all costs of its personnel, including pay, benefits, support and travel. Each party is responsible for supervision and management of its personnel.
12. Funds and Manpower: This MOU does not document nor provide for the exchange of funds or manpower between the parties nor does it make any commitment of funds or resources.
13. Modification of the MOU: This MOU may only be modified by the written agreement of the Parties, duly signed by their authorized representatives. This MOU will be reviewed annually on or around the anniversary of its effective date, and triennially in its entirety.
14. Disputes: Any disputes relating to this MOU will, subject to any applicable law, Executive order, Directive, or instruction, be resolved by consultation between the Parties or in accordance with DoDI 4000.19.
15. Termination of Understanding: This MOU may be terminated in writing at will by either Party at any time before the date of expiration, with 30 days notice to the other Party.

16. Transferability: This MOU is not transferable except with the written consent of the Parties.
17. Entire Understanding: It is expressly understood and agreed that this MOU, consisting of 6 pages, embodies the entire understanding between the Parties regarding the MOU's subject matter.
18. Effective Date: This MOU takes effect beginning on the day after the last Party signs.
19. Expiration Date: Unless terminated sooner, this MOU expires three years after the last Party signs, unless renewed by the Parties through a duly executed amendment hereto.

IN WITNESS WHEREOF, and intending to be bound by this MOU as a legally binding agreement, the Parties hereto have executed this MOU.



Date
Stephanie Pollack
Secretary, Department of Transportation
Commonwealth of Massachusetts

Date 28 June 2018
William M. Conde
Colonel, Corps of Engineers
District Engineer