

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (M.O.U.), made and entered into this _____ day of _____, 20____, by and between the City of Morgantown (“City”), the West Virginia Department of Transportation, Division of Highways (“DOH”), and the West Virginia University Board of Governors on behalf of West Virginia University (“WVU”),

WHEREAS, City has requested permission from DOH to install within DOH’s right-of-way along the existing paved shoulder of northbound US 19 (Monongahela Boulevard) a bicycle lane (hereinafter “Bicycle Lane”), generally between Eighth Street and Evansdale Drive, which installation is to include pavement markings and signage only, with no additional widening or paving anticipated by City;

WHEREAS, DOH is agreeable to allowing Bicycle Lane to be installed by City, subject to the terms and conditions contained within this M.O.U.;

WHEREAS, each party understands it must perform those certain duties described herein for the implementation of Bicycle Lane to be successful; and

WHEREAS, this M.O.U. shall be binding upon the successors and assigns of each party hereto;

NOW THEREFORE, the parties hereto agree to the following:

City Responsibilities regarding Bicycle Lane

City agrees to be responsible for the administration of Bicycle Lane project, including but not limited to the advertising, letting, and award, as appropriate, of a construction contract, inspection of such project, and payment to contractor. City also agrees to maintain pavement markings and signing associated with Bicycle Lane, once installed.

City will submit to DOH for review and approval appropriate plans for Bicycle Lane project, which plans shall include traffic control to be utilized by City during construction, and City will receive DOH approval of such plans, as they pertain to the State Highway System, prior to City advertising a construction contract. All signing and pavement markings utilized shall conform to the Manual on Uniform Traffic Control Devices (MUTCD). City will be responsible for ensuring that Bicycle Lane conforms appropriately with the provisions of the Americans with Disabilities Act, and for ensuring that installation of Bicycle Lane will not adversely affect WVU’s existing Personal Rapid Transit structures adjacent to northbound US 19 between Eighth Street and Evansdale Drive.

If determined by DOH to be necessary, City will conduct, and at a time and place to be determined, any public meeting concerning Bicycle Lane, and City will consider appropriately any public comments that may be timely received regarding Bicycle Lane project.

City will finance the construction of the Bicycle Lane, subject to DOH’S financial participation, as set forth in DOH Responsibilities below. Upon completion of Bicycle Lane construction, City then shall submit to DOH a properly documented invoice for reimbursement of actual costs incurred by City for such construction, which costs may include payment to City’s contractor and cost of inspection by City personnel of Bicycle Lane construction. DOH shall not be responsible for any costs associated with City personnel overhead or benefits, including insurance, leave, retirement, or similar costs.

DOH Responsibilities regarding Bicycle Lane

DOH agrees to reimburse City for as much as fifty percent (50%) of City’s project construction costs; however, it is understood that DOH’s maximum reimbursement to City shall not exceed fifteen thousand dollars (\$15,000.00).

WVU Responsibilities regarding Bicycle Lane

WVU shall submit to DOH and to City for approval of each a “Maintenance of Traffic (M.O.T.)” Plan indicating the manner in which WVU will address and be responsible for the closure of the Bicycle Lane during certain pre-determined WVU events. Prior to approving said M.O.T., DOH shall have the right to require WVU to modify the same. The M.O.T. shall identify the specific events and dates for which WVU wishes to close the Bicycle Lane. On each anniversary of this MOU, WVU shall provide DOH and City a list of scheduled and anticipated events and dates requiring Bicycle Lane closure (the “Event List”) during the subsequent twelve (12) months following the M.O.T.’s submission to DOH. Provided, that should additional events be scheduled subsequent to the submission of the annual Event List that require closure of the Bicycle Lane, WVU shall promptly notify DOH and City of such event no later than forty-eight (48) hours in advance of the event, at which time DOH will make every reasonable effort to assess and approve the closure in a timely manner. WVU or City shall not close Bicycle Lane at any time for any WVU event without first obtaining written DOH approval to do so prior to any WVU event.

If determined by DOH to be appropriate, WVU will conduct, at a time and place to be determined, any public meeting concerning WVU’s proposed temporary closure of Bicycle Lane for any event and WVU will consider appropriately any public comments that may be timely received regarding such Bicycle Lane closure. In the event that DOH determines that sufficient public opposition exists concerning the proposed temporary closure of Bicycle Lane, DOH shall notify WVU of such opposition and WVU shall not be permitted by DOH to close Bicycle Lane.

IN WITNESS WHEREOF, the parties hereto have caused their respective names to be signed by their duly authorized officers.

ATTEST:

**WEST VIRGINIA
DEPARTMENT OF TRANSPORTATION,
DIVISION OF HIGHWAYS**

(signature)

(signature)

By: _____
(printed name)

By: Paul A. Mattox, Jr., P. E.
Secretary of Transportation/
Commissioner of Highways

Title: _____
(printed title)