

P02108 M-1

**MEMORANDUM OF UNDERSTANDING**  
**for**  
**North Stonestreet Avenue Sidewalk Improvements**

**THIS MEMORANDUM OF UNDERSTANDING (MOU)** executed in two originals made and entered into this 26 day of April 2021, by and between the Maryland Department of Transportation acting for and on behalf of the State of Maryland by and through the State Highway Administration, hereinafter called “**MDOT SHA**,” and the Mayor and Council of Rockville, a body corporate and politic, hereinafter called the “**PROJECT SPONSOR**.”

**WHEREAS,** certain funds have been set aside in the Federal funding authorization bill Fixing America’s Surface Transportation Act (FAST-Act) for the purpose of providing funding for alternatives to the transportation system, hereinafter called the “TRANSPORTATION ALTERNATIVES PROGRAM” (TAP); and

**WHEREAS,** in accordance with FAST-Act, the Maryland Department of Transportation may reimburse the PROJECT SPONSOR up to an amount not to exceed eighty (80) percent of the eligible expenses of a project that is part of the TAP, as those terms are hereinafter defined; and

**WHEREAS,** the PROJECT SPONSOR will complete planning and preliminary engineering from zero (0) percent to one hundred (100) percent design for the proposed pedestrian and bicycle facilities improvement along Park Road (between N. Stonestreet Ave and S. Stonestreet Ave) and N. Stonestreet Avenue Corridor (between Lincoln Avenue and Park Road); and

**WHEREAS,** reimbursement of expenses for a PROJECT under the TAP is subject to State and Federal requirements; and

**WHEREAS,** the PROJECT SPONSOR is required to provide certain funding for the PROJECT; and

**WHEREAS,** the PROJECT SPONSOR is required by Federal Regulations to construct this Federal Aid project within ten years of execution of this MOU; and

**WHEREAS,** the PROJECT SPONSOR and MDOT SHA acknowledge the need to define the responsibilities and obligations of each party with regard to the PROJECT; and

**WHEREAS,** MDOT SHA is responsible for the oversight and assistance to the PROJECT SPONSOR for projects financed with federal funds in accordance with Title 23 U.S.C.; 23 CFR 635.105; containing regulations (general and permanent rules published in the Federal Register) relating to highways including 2 CFR 200. Regulations based on Civil Rights

requirements in 49 CFR Part 21, the Uniform Relocation Assistance and Real Property Policies, and other Federal laws and regulations sets forth procedures where by services and facilities of PROJECT SPONSOR may be utilized on federally aided projects and requires that an agreement be executed between MDOT SHA and the PROJECT SPONSOR setting forth the conditions under which any project would be implemented; MDOT SHA determines a sub-recipient of Federal funds is able to satisfy the following under (23 U.S.C.106 (g) (4)); and

**WHEREAS,** the PROJECT SPONSOR has adequate project delivery systems and sufficient accounting controls to properly manage projects; and

**WHEREAS,** the PROJECT SPONSOR is staffed and equipped to perform work satisfactorily and cost effectively, and adequate staffing and supervision exists to manage the Federal project; and

**WHEREAS,** MDOT SHA finds the PROJECT can be satisfactorily completed in an economic and expedient manner under the direction of the PROJECT SPONSOR, and the PROJECT SPONSOR is adequately staffed and suitably equipped to direct PROJECT work, subject to the approval of MDOT SHA; and

**WHEREAS,** the PROJECT SPONSOR and MDOT SHA acknowledge the need to define the responsibilities and obligations of each party with regard to the PROJECT; and

**WHEREAS,** design of the PROJECT described in this MOU is in the mutual interest of the parties and of the citizens of the City of Rockville, Montgomery County and the State of Maryland.

**WHEREAS,** the parties to this MOU shall comply with the requirements of **APPENDIX A** (2 pages) and **APPENDIX E** (1 page) of MDOT SHA's Standard Title VI/Non-Discrimination Assurances DOT Order No. 1050.2A which generally set forth non-discriminatory regulations and other civil rights related regulations. **APPENDIX A** and **APPENDIX E** are attached hereto and incorporated herein as substantive parts of this document. The term "Acts" in Appendix A refers to Title VI of the Civil Rights Act of 1964. The term "Regulations" in Appendix A refers to 49 C.F.R Part 21 and 28 C.F.R. Section 50.3. The term "Recipient" in Appendix A refers to MDOT SHA.

**NOW, THEREFORE,** in consideration of the premises and of the mutual promises between MDOT SHA and the PROJECT SPONSOR, as set forth herein, the adequacy of which is hereby acknowledged, the parties hereby agree to the following:

## **I. DEFINITIONS**

- A. “ACTUAL PROJECT COST” is the total actual cost to design the PROJECT to one hundred (100) percent. The ACTUAL PROJECT COST may be more or less than the ESTIMATED PROJECT COST and will be determined after the PROJECT has been completed.
- B. “APPLICATION” is the written document submitted by the PROJECT SPONSOR describing the PROJECT.
- C. “AWARD” is the amount of the TAP funds allocated for this PROJECT, which is MDOT SHA’s contribution toward the ACTUAL PROJECT COSTS.
- D. “ESTIMATED PROJECT COST” is the total estimated cost to design the PROJECT. The ESTIMATED PROJECT COST includes but is not limited to, preliminary engineering and design to one hundred (100) percent.
- E. “MATCH” is the monetary and non-monetary contribution toward activities directly related to the ACTUAL PROJECT COST. MATCH includes contributions by the PROJECT SPONSOR and can include partners and funding sources other than the TAP. The MATCH shall be at least twenty (20) percent of the ACTUAL PROJECT COST.

## **II. DESCRIPTION OF PROJECT**

The Transportation Alternatives Program is a reimbursable, federally funded program for transportation-related community projects designed to strengthen the intermodal transportation system. TAP supports communities in their development of projects that improve residents’ quality of life and enhance their travel experience, regardless of travel mode. The program fosters more choices for travel by providing funding for projects that enhance the cultural, aesthetic, historic and environmental aspects of the intermodal transportation system. The program can also assist with funding for projects that do the following:

- Create pedestrian and bicycle facilities;
  - Rehabilitate historic transportation buildings;
  - Manage vegetation;
  - Construct turnouts and overlooks;
  - Convert abandoned railway corridors into shared-use trails;
  - Mitigate highway runoff; and
  - Provide other non-traditional, transportation-related alternatives to the state transportation system
- A. The PROJECT shall consist of procuring professional consultant services to complete planning and preliminary engineering from zero (0) percent to one hundred (100) percent design for pedestrian and bicycle facilities along Park Road (between N. Stonestreet Avenue and S. Stonestreet Avenue) and N. Stonestreet Avenue (between Lincoln Avenue and Park Road). Improvements will include wider sidewalks and bike lanes to promote the multi-mode connection of the

Rockville Metro Station with the Neighborhoods. Refer to Exhibit B for detailed project description.

- B. PROJECT activities include planning, preliminary engineering and design from zero (0) percent to one hundred (100) percent.
- C. Although PROJECT activities under this MOU do not include construction, the Federal Highway Administration requires that construction of the Federal Aid PROJECT will be underway within ten (10) years of the execution date of this MOU, on property owned in fee simple by or on perpetual easements held by the PROJECT SPONSOR and in compliance with MDOT SHA and Federal guidelines. The constructed Federal Aid PROJECT will be owned and maintained by the PROJECT SPONSOR. If PROJECT is not under construction within ten (10) years, the PROJECT SPONSOR will be responsible to repay TAP funds used.

### III. PROJECT FUNDING

- A. The PROJECT term will be a total of twenty-four (24) months or two (2) years. All PROJECT activities shall begin on the MOU execution date and continue for twenty-four (24) months. The following activities will be completed during the stated time period:
  - i. Complete preliminary design to the one hundred (100) percent stage within two (2) years.
- B. The AWARD amount shall not exceed **\$280,000**, or eighty (80) percent of eligible ACTUAL PROJECT COSTS.
- C. The ESTIMATED PROJECT COST for the PROJECT is **\$350,000**. The basis for determining the ESTIMATED PROJECT COST is contained in the APPLICATION, included herein by reference.
- D. Only design expenses directly related to eligible TAP activities are eligible for TAP funding.
- E. If the ACTUAL PROJECT COST exceeds the ESTIMATED PROJECT COST, the PROJECT SPONSOR shall be solely responsible for such additional costs. The AWARD shall not be increased to reflect the higher ACTUAL PROJECT COST.
- F. If the ACTUAL PROJECT COST is less than the ESTIMATED PROJECT COST, the AWARD may be reduced to eighty (80) percent of the ACTUAL PROJECT COST.
- G. If the PROJECT cannot be completed as described in MOU then the AWARD will be withdrawn and the PROJECT SPONSOR shall return to SHA all AWARD monies previously paid to the PROJECT SPONSOR, immediately upon demand by SHA. If the PROJECT SPONSOR fails to return the AWARD monies due to PROJECT non-completion, as stated herein, then SHA may make a deduction from the PROJECT SPONSOR's share of Highway User Revenues in an amount equal

to the AWARD monies paid to the PROJECT SPONSER. The SHA shall limit any HUR offset to funds that have not yet been distributed to the County.

#### **IV. PROJECT MATCH**

- A. The MATCH is estimated to be **\$70,000**. All match activities must be directly related to the proposed TAP project.
- B. The MATCH shall include non-federal cash towards ACTUAL PROJECT COST equal to at least twenty (20) percent of the final AWARD, as contributed towards TAP funded design activities.
- C. With the exception of National Recreational Trail funds, any funds, grants, or activities paid for in whole or part by the United States Department of Transportation, shall not be used as or considered to be a part of the cash portion of the MATCH.
- D. The amount of MATCH required for any other funds, grants, or activities paid by MDOT SHA, the Maryland Department of Transportation, or the United States Department of Transportation, may not be used as MATCH for the PROJECT.
- E. Items such as right-of-way acquisition and related activities, grant management or the required NEPA work are not eligible for reimbursement or for the cash portion of the MATCH.
- F. Maintenance activities, maintenance equipment and other non-essential PROJECT activities do not qualify as MATCH and are not eligible for reimbursement.

#### **V. PROJECT PAYMENT**

- A. MDOT SHA shall use the AWARD to reimburse the PROJECT SPONSOR for MDOT SHA's share of the ACTUAL PROJECT COST, to include but not be limited to preliminary engineering and design up to one hundred (100) percent.
- B. The PROJECT SPONSOR shall submit to the TAP Manager copies of paid invoices to show ACTUAL PROJECT COSTS incurred in designing the PROJECT from zero (0) percent to one hundred (100) percent. Invoices shall contain sufficient documentation and proof of payment, in the MDOT SHA's sole discretion, to evidence actual expenses of items eligible for reimbursement.
- C. ACTUAL PROJECT COSTs deemed not eligible for reimbursement by law and/or by MDOT SHA shall be deducted from each invoice by the amount of the non-eligible portion of the expenses. All such non-eligible ACTUAL PROJECT COSTs shall be borne solely by the PROJECT SPONSOR.
- D. If any other funds, grants, or activities paid for by MDOT SHA, the Maryland Department of Transportation, or the United States Department of Transportation,

are used for ACTUAL PROJECT COSTs, separate invoices must be submitted to MDOT SHA.

- E. The PROJECT SPONSOR shall keep written documentation of all ACTUAL PROJECT COST and make the documents available upon request by MDOT SHA.
- F. Prior to the final payment of the AWARD by MDOT SHA, the PROJECT SPONSOR shall certify in writing (a) that the MATCH has been satisfied, and (b) the actual amount of the MATCH.
- G. MDOT SHA shall remit payment to the PROJECT SPONSOR within thirty (30) days following receipt of each invoice, provided:
  - i. the invoice contains all necessary information for processing, in MDOT SHA's discretion,
  - ii. no charges are disputed by MDOT SHA,
  - iii. the invoice does not cause the AWARD amount to exceed the actual MATCH amount, and
  - iv. the payment of the invoice does not cause the maximum AWARD to be exceeded.
- H. If the Federal Aid PROJECT is not under construction within ten (10) years of the date this MOU is executed, the PROJECT SPONSOR shall return to the MDOT SHA all AWARD monies previously paid to the PROJECT SPONSOR immediately upon request by the MDOT SHA.
- I. Funding of the PROJECT is not a guarantee of future TAP funding for any future phases of the PROJECT.
- J. Project Sponsor will invoice MDOT SHA on a monthly or quarterly basis (no later than ninety (90) days after activities have begun) for actual costs incurred and paid by the PROJECT SPONSOR in accomplishing the PROJECT activities. Failure to submit quarterly invoices can cause the project to be included on the MDOT SHA and Federal Highway inactive list and consistent inactive submissions can lead to funding being withdrawn. Each invoice shall be accompanied by sufficient documentation, in the sole discretion of the MDOT SHA, to evidence actual costs incurred. In addition, the following conditions apply:
  - i. *A fully executed MOU needs to be in place prior to any work beginning. Work started prior to a fully executed MOU will be denied.*
  - ii. When design is complete, PROJECT SPONSOR must contact TA Manager prior to final invoice being paid.
  - iii. The final invoice for reimbursement shall include a written certification from the PROJECT SPONSOR to MDOT SHA that all activities associated with the TA FUNDING AWARD have been completed in accordance with State and Federal law and this MOU.

- K. MDOT SHA will incur no additional responsibility for reimbursement of ACTUAL PROJECT COST after the PROJECT closeout package has been accepted and processed.
- L. Any cost incurred after the PROJECT agreement end date are NOT eligible for federal reimbursement. All eligible cost incurred prior to the PROJECT agreement end date must be submitted for reimbursement within 90 days after the PROJECT agreement end date or they become ineligible for federal reimbursement.

## **VI. PROJECT REPORTING**

- A. The PROJECT SPONSOR will provide monthly electronic progress reports to MDOT SHA in the format that will be supplied by MDOT SHA. The report is due to MDOT SHA by email on the fifth day of **each month**.
- B. Request for reimbursement shall be limited to those expenditures made consistent with the provisions of the MOU and the cost principles set forth with the TA program.
- C. Reimbursement extends only to those costs incurred during the period of the PROJECT and for which periodic reimbursement reports are submitted no later than one month after the end of the reporting period and in the case of the final reimbursement report, one month after the PROJECT period end date.
- D. The PROJECT SPONSOR shall document and certify in writing to MDOT SHA that all activities associated with the AWARD have been completed in accordance with State and Federal law and this MOU.
- E. The requirements of MDOT SHA as required in the 2 CFR Part 200.501 "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal awards, issue December 26, 2014 and the Federal Single Act must be followed by those PROJECT SPONSORS receiving \$750,000 or more in federal funds. The Single Audit Act of 1984, PL 98 502 amended by PL 104 156, described in "Office of Management and Budget Circular A-133" requires PROJECT SPONSOR to obtain an audit that includes internal controls and compliance with Federal laws and regulations of all federally funded programs in which the PROJECT SPONSOR participates.

## **VII. PROJECT SPONSOR SHALL**

- A. Coordinate and supervise the engineering and design activities in compliance with State and Federal guidelines. This includes, but not limited to, the following:
  - i. PROJECT may be completed by SPONSOR's qualified permanent staff on payroll.
  - ii. If PROJECT will not be completed by SPONSOR's permanent staff on payroll, comply with State and Federal Highway procurement

requirements to secure a design consultant by coordinating with MDOT SHA's Federal Aid Programming Section and Office of Procurement and Contract Management.

- B. Adhere to all State and Federal regulations pertaining to hiring a design consultant or project manager. Obtain approval from MDOT SHA prior to hiring a design consultant or project manager.
- C. The PROJECT SPONSOR hereby represents and warrants its compliance with the General Provisions, Terms and Conditions and Technical Requirements, as applicable, and as described within the 2020 edition of the MDOT SHA's Standard Specifications for Construction and Materials, and all revisions thereto. The manual is viewable via the internet at <https://roads.maryland.gov/mdotsha/pages/sscm.aspx?PageId=853&lid=SSP>
- D. Coordinate and conduct any required public hearings or requests for public input.
- E. PROJECT SPONSOR must comply with the State and Federal procurement requirements as set forth in Section 18.36 Procurement of [49 CFR Part 18 - Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments](#) or [49 CFR Part 19 - Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and other Non-Profit Organizations](#), as applicable.
- F. Prepare and submit to MDOT SHA in a timely manner all environmental studies and environmental documentation required for the PROJECT under applicable State and/or Federal law, including but not limited to those required for National Environmental Policy Act (NEPA) approval.
- F. Design the PROJECT to be accessible to individuals with physical disabilities in accordance with Federal and State requirements.
- G. Design for adequate drainage and storm water management as required by State and local requirements.
- H. The PROJECT SPONSOR, to the maximum extent permitted by law and in accordance with conditions and procedures in the Local Government Tort Claims Act, hereby agrees to indemnify, defend and save harmless the State of Maryland, the SHA, and their respective members, officers, agents, employees and contractors from and against any and all claims, actions, damages, liability and expenses, including reasonable attorneys' and other professional fees, in connection with the loss of life, personal injury, or damage to property arising out of or in any way connected to the PROJECT or caused by any act or failure to act by the PROJECT SPONSOR, its contractors, or its agents.
- I. Notify the TA Manager at least 60 days before PROJECT is complete to schedule a closeout meeting.



## **VI. MDOT SHA SHALL:**

- A. Provide review and comment on the PROJECT design plans, specifications and estimates submitted by the PROJECT SPONSOR at major design milestones.
- B. Following receipt of all PROJECT documents requiring MDOT SHA approval, provide written certification of acceptance of the PROJECT in accordance with Title 23 of Federal requirements,  
<http://www.fhwa.dot.gov/legregs/directives/cfr23toc.htm>.
- C. Provide the AWARD as the PROJECT SPONSOR fulfills its obligations pursuant to this MOU and submits invoices to MDOT SHA for ACTUAL PROJECT COSTS, as determined solely by MDOT SHA.
- D. Process the request from the PROJECT SPONSOR for final payment after receiving and approving the completed 100% design package from the PROJECT SPONSOR.
- E. Withhold the final invoice, until the closeout package is received from the PROJECT SPONSOR and approved by MDOT SHA.
- F. Upon receipt and approval of the completed design package, reimburse within 30 days to the PROJECT SPONSOR the final invoice withholding of the ACTUAL PROJECT COST.

## **VIII. GENERAL**

- A. This PROJECT is subject to the TAP Milestone Policy, which is included herein by reference and located online at  
[http://roads.maryland.gov/OPPEN/Milestones\\_Policy.pdf](http://roads.maryland.gov/OPPEN/Milestones_Policy.pdf)
- B. In the event that the PROJECT does not meet the provisions of the Milestone Policy and funding is withdrawn,
  - i. all obligations of the MDOT SHA with regard to the PROJECT or any withdrawn portion of the PROJECT will cease;
  - ii. MDOT SHA shall not be liable for any expenses of any kind incurred by the PROJECT SPONSOR with respect to all or any part of the PROJECT;
  - iii. the PROJECT term shall begin on the date of the execution of the MOU and shall end on the same month and day *two years later*;
  - iv. All project activities must be completed on or before the end of the PROJECT term;
  - v. if MDOT SHA denies the PROJECT SPONSOR's request to extend the completion date for all or any part of the PROJECT, MDOT SHA shall not be liable for any expenses of any kind incurred by the PROJECT SPONSOR with respect to all or any part of the PROJECT.

- C. The AWARD for the PROJECT shall be used for the purposes stated in this MOU only and shall not be redirected by the PROJECT SPONSOR for any other purpose.
- D. At the time of the PROJECT close out, any portion of the AWARD not used or needed for the PROJECT shall revert to MDOT SHA for distribution to other TAP projects in MDOT SHA's sole discretion.
- E. This MOU shall enure to and be binding upon the parties hereto, their respective agents, successors, and assigns. However, the PROJECT SPONSOR shall not assign its interests in this MOU without prior written consent of MDOT SHA, which may be reasonably withheld.
- F. This MOU and the rights and liabilities of the parties hereto shall be governed in accordance with Maryland law.
- G. Pursuant to the requirement of the State Finance and Procurement Article of the Annotated Code of Maryland and any amendments thereto; the Maryland Governor's Executive Order barring discrimination; Section 22(a) of the Federal Aid Highway Safety Act of 1968 (23 USC 22(a)); and Section 504 of the Rehabilitation Act of 1973 as amended (29 USC 794), employment in connection with this project will be provided without regard to political or religious opinion or affiliation, race, color, creed, sex, national origin, or physical or mental handicap.
- H. The PROJECT SPONSOR is subject to and shall comply with the above cited requirements and with Title VI of the Civil Rights Act of 1964 (PL88-352), to the end that no person shall, on the ground of political or religious opinion of affiliation, race, creed, sex, national origin or physical/mental handicap, be excluded from participation in, be denied benefits of, or be otherwise subject to any discrimination under this project.
- I. Only steel, iron and manufactured items produced in the United States shall be used in carrying out this PROJECT, in accordance with the provisions of the Buy America act (23 USC 101 Note), unless a waiver request has been submitted to and approved by the U.S. Secretary of Transportation.
- J. The signatories for the PROJECT SPONSOR and Fund Recipient certify that the PROJECT SPONSOR and Fund Recipient will provide a drug-free workplace in accordance with the Federal Drug-Free Workplace Act of 1988 ([49 CFR Part 29 Subpart F](#)).
- K. The PROJECT SPONSOR shall not, nor will it make any award or permit any award (sub-grant or contract) at any tier to any party which is **debarred or suspended** or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 – Debarment and Suspension.
- L. With regard to Federal contracts, grants, loans and cooperative agreements, the signatories for the PROJECT SPONSOR and Fund Recipient certify to the best of

their knowledge and belief that pursuant to 31 USC 1352, they are in compliance with the Lobbying Restrictions placed on the use of federal funds.

- M. None of the funds under this MOU will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., “grassroots”) lobbying activities, with one exception. This does not preclude a state official whose salary is supported with FHWA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, such as invited testimony before a legislative body, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.
- N. In accordance with Section 4 of [Executive Order 13513 – Federal Leadership On Reducing Text Messaging While Driving](#), the signatories for the PROJECT SPONSOR and Fund Recipient will seek to adopt and enforce policies that ban text messaging while driving government-owned vehicles when on official project business or when performing any work for or on behalf of the PROJECT. This includes PROJECT SPONSOR employees and contractors or consultants hired by the PROJECT SPONSOR to perform work on the project.
- O. Pursuant to the requirements of [49 CFR Part 18, Section 18.42 – Retention and Access Requirements for Records](#), the PROJECT activities covered by this MOU are subject to audit. Therefore, all documents and records subject to audit shall be retained by MDOT SHA and PROJECT SPONSORS for a minimum of seven (7) years after the final payment has been received. If there is an action resulting from an audit or other action started before the expiration of the seven-year period, the records shall be retained until completion of the action and resolution of all issues or the end of the seven-year period, whichever is later.
- P. Any obligation or liability of the PROJECT SPONSOR arising in any way from this Agreement is subject to, limited by, and contingent upon the appropriation and availability of funds, as well as the damage caps and notice requirements provided for in state law, including the Local Government Tort Claims Act. This Agreement is not intended to create any rights or causes of action in any third parties or to increase the PROJECT SPONSOR’s liability above the caps established by law.
- Q. All notices and/or invoices, if to the CITY, shall be addressed to:

Mr. Emad Elshafei, Chief of Traffic and Transportation  
 City of Rockville Department of Public Works  
 111 Maryland Avenue  
 Rockville, MD 20850  
 Phone: 240-314-8508  
 E-mail: eelshafei@rockvillemd.gov

With a copy to:

Jennifer Wang, PE, Senior Transportation Engineer  
Department of Public Works  
City of Rockville  
111 Maryland Avenue  
Rockville, MD 20850  
Phone: 240-314-8506  
E-mail: jwang@rockvillemd.gov

If to MDOT SHA:

Ms. Erica Rigby, District 3 Engineer  
Maryland Department of Transportation  
State Highway Administration  
9300 Kenilworth Avenue  
Greenbelt, MD 20770  
Phone 301-513-7346  
E-mail: erigby1@mdot.maryland.gov

All invoices for TRANSPORTATION ALTERNATIVES FUNDING approved for payment shall be forwarded for processing to:

Ms. Christy Bernal, Transportation Alternatives Program Manager  
Regional and Intermodal Planning Division  
State Highway Administration  
Mail Stop C-502  
707 N. Calvert Street  
Baltimore, MD 21202  
Phone: 410-545-5659  
Fax: 410-209-5025  
E-mail: cbernal@mdot.maryland.gov

**IN WITNESS WHEREOF**, the parties hereto have caused this Memorandum of Understanding to be executed by their proper and duly authorized officers, on the day and year first above written.

**MARYLAND DEPARTMENT OF TRANSPORTATION  
STATE HIGHWAY ADMINISTRATION**

Leonora Conti  
Witness

By: Tim Smith (SEAL)  
Tim Smith, P.E.  
Administrator

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

[Signature]  
Assistant Attorney General

**RECOMMENDED FOR APPROVAL**

C. Scott Pomento  
C. Scott Pomento, P.E.  
Director Office of Planning and Preliminary  
Engineering

William J. Bertrand  
William J. Bertrand  
Director Office of Finance

**ATTEST:**

**MAYOR AND COUNCIL OF ROCKVILLE**

Sara Taylor-Ferrell  
Sara Taylor-Ferrell  
City Clerk

By: Rob DiSpirito (SEAL)  
Robert DiSpirito  
City Manager  
Date  
12/28/2020

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:**

Nicholas Dumais  
Nicholas Dumais  
Assistant City Attorney

## **APPENDIX A OF THE TITLE VI ASSURANCES**

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or the Federal Highway Administration as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the Contractor under the contract until the Contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.



## APPENDIX E OF THE TITLE VI ASSURANCES

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

### **Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

Exhibit B: Detailed list of project activities and improvement project deliverables

**Transportation Alternative Program – FY 2020  
Stonestreet Avenue Corridor Improvement Project – City of Rockville  
Project Description**

The project consists of pedestrian and bicycle facilities improvement along Stonestreet Avenue from Park Road to Lincoln Avenue, which improve the multi-mode transportation connection between the Rockville metro station with the Neighborhoods.

This project supports the Stonestreet Corridor Redevelopment Plan initiated by the City's Community Planning and Development Services Department. Design for this project includes curbs and gutters, sidewalks, bike lane, drainage, stormwater management, street lighting, signage, landscaping and possible utility relocation.

This scope of work for this project includes procuring the service of a professional consultant to provide professional survey and engineering services, which shall include construction plans, technical specifications, engineer's estimates, environmental documents, permitting, reports, and other documents to aid in right-of-way acquisition.

Below are some of the detailed tasks within the scope of work:

- Consultant shall provide professional engineering survey service;
- Consultant shall conduct a feasibility study to evaluate how the desired section from the Stonestreet Corridor Redevelopment Plan shall be placed within the existing right-of-way;
- Following the approval of the preliminary alignment set forth in the feasibility study, consultant shall provide engineering design at 30%, 60%, 90% and 100% stages and submit to the City/State for review;
- The Consultant shall work closely with the City/State/Community to address issues/comments raised that affect the neighborhood;
- The Consultant shall develop acceptable design and construction documents for the project that satisfy all project objectives, including costs, funding available, construction phasing, and safety. The documents shall meet AASHTO, Maryland SHA, City of Rockville, and all other applicable guidelines and codes. The design and construction of the roadway shall ensure that accessibility to individuals with physical disabilities is provided, in accordance with Federal and State ADA requirements.
- The Consultant shall apply for and obtain all permits required by Federal, State, City of Rockville, or local authorities.