

MDOT SHA Control No. **P02191 C-1**
**FEDERAL-AID PROJECT GUIDELINES AND WORKING
SUPPLEMENTAL AGREEMENT**

CITY OF ROCKVILLE

and

**MARYLAND DEPARTMENT OF TRANSPORTATION
STATE HIGHWAY ADMINISTRATION**

This **SUPPLEMENTAL AGREEMENT (“SA”)**, executed on the 20th day of August, 2021 is in accordance with the terms of a Master Memorandum of Understanding “MOU” made effective February 1, 2018 and identified as Control No. **P02013 M-1** by and between the Maryland Department of Transportation State Highway Administration, acting for and on behalf of, the State of Maryland, hereinafter referred to as “**MDOT SHA**”, and “**City of Rockville**,” Maryland, a body corporate and politic, hereinafter referred to as the “**Local Public Agency**” or “**LPA**”.

WHEREAS, The MDOT SHA agrees to assist in administering and partnering with the LPA as outlined in the Master Agreement and in this SA developed for the selected project ‘Rehabilitation of City of Rockville Bridge No. M-R-03 on Hurley Avenue over Watts Branch Tributary’ (**PROJECT**); and

WHEREAS, The **PROJECT** activities and reimbursement of expenses are subject to State and Federal requirements; and

WHEREAS, The LPA and MDOT SHA acknowledge the need to define the responsibilities and obligations of each party for the **PROJECT**;

I. Project Information

- A. The **PROJECT** shall consist of the following, utilization of MDOT SHA design consultants for providing engineering services for the design and preparation of contract documents for the **PROJECT**. The scope of work includes field surveys, subsurface utility designation, roadway design, structural design, erosion and sediment control and stormwater management design, traffic control design, environmental permitting/NEPA documentation, project management, site visits and meetings.
- B. The LPA shall be staffed and equipped to perform work satisfactorily and cost effectively, and adequate staffing and supervision exists to manage the Federal project. The LPA has identified Mr. Andrew Luetkemeier, Principal Transportation Engineer, City of Rockville

– Department of Public Works, a fulltime employee, to be the "responsible charge" of the project as defined on MDOT SHA Development Guide for Local Public Agencies and other Sub-recipients of federal funds. If the responsible charge changes, the LPA is responsible for notifying MDOT SHA Program Manager.

II. Project Time Period

- A. All PROJECT activities shall not begin until the execution date of SA and Federal authorization from the Program Manager has been provided to the LPA.
- B. The PROJECT Closeout Date and PROJECT Agreement End Date (Period of Performance 2 CFR Part 200.309) will be established at the time of Federal authorization. The PROJECT Closeout Date is the date by which the LPA must complete all related PROJECT closeout activities and reviews. The PROJECT Closeout Date and PROJECT Agreement End Date will be determined using the established MDOT SHA procedures.
- C. The LPA will comply with MDOT SHA's monitoring requirements to include quarterly progress reports due with the billing invoice, which shall be submitted to the District Engineer within MDOT SHA until the PROJECT has been closed out.
- D. The MDOT SHA and LPA shall retain all documents and records relating to the use of Federal fund and subject to audit for a minimum of three (3) years from the last expenditure report payment. If there is an action resulting from an audit or other action started before the expiration of the three (3)-year period, the records shall be retained until completion of the action and resolution of all issues or the end of the three (3)-year period, whichever is later in accordance with the requirements of 49 CFR Part 18, Section 18.42- Retention and Access Requirements for Records.

III. Project Funding and Payment

- A. The MDOT SHA will reimburse the LPA up to an amount not to exceed eighty percent (80%) of the eligible expenses of the PROJECT.
- B. The LPA shall submit to the District Engineer a copy of paid invoices to show costs incurred in constructing the PROJECT on a quarterly basis. For design costs for projects utilizing a MDOT SHA open end consultant, MDOT SHA will bill the LPA twenty percent (20%) of monthly incurred costs.
- C. The MDOT SHA shall provide reimbursement up to the maximum Federal funding amount or eighty percent (80%), as specified in Section III A, prior to the PROJECT Closeout Date. Reimbursement requests received after the PROJECT Closeout Date will be considered for payment on a case-by-case basis with prior written justification explaining the delay submitted by the LPA. All costs must have been incurred prior to the PROJECT agreement end date.

- D. Invoices shall contain sufficient documentation and proof of payment, in MDOT SHA's sole discretion, to evidence actual expenses of items eligible for reimbursement. Upon receipt, the District Engineer will forward invoices to the Federal Aid Billing Office for approval.
- E. The MDOT SHA shall remit payment to the LPA within thirty (30) days following receipt of each invoice, provided:
 - a. The invoice contains all necessary information for processing, in MDOT SHA's discretion,
 - b. No charges are disputed by MDOT SHA, and
 - c. The invoice does not exceed eighty percent (80%) of the project costs.
- F. The MDOT SHA shall deduct from each invoice the amount of the non-eligible portion of the expenses and/or any costs deemed not eligible for reimbursement by law. All such non-eligible costs shall be borne solely by the LPA.
- G. There are four (4) options for construction -related services (i.e. construction inspection, materials testing, etc.):
 - a. MDOT SHA Construction Services are not applicable to this agreement;
 - b. The LPA will use their internal staff to complete construction-related services;
 - c. The LPA will hire staff to complete construction-related services;
 - d. MDOT SHA construction-related services for the PROJECT will be reduced by an amount incurred by MDOT SHA equal to the monetary value of the construction related services from Federal funding and determined prior to advertisement.
- H. The LPA will not be reimbursed for maintenance activities, maintenance equipment and other non-essential PROJECT activities and reimbursements they cannot be used toward the LPA's non-Federal PROJECT cost match.
- I. The LPA must submit separate invoices to MDOT SHA for PROJECT costs to be reimbursed through any other funds, grants, or activities by MDOT SHA, the Maryland Department of Transportation, or the United States Department of Transportation.
- J. The LPA will forward the completed closeout package to the MDOT SHA Program Manager and the Assistant District Engineer- Construction. The completed package will include a certification of PROJECT materials used and of PROJECT workmanship, which must be signed and stamped by the contractor and the LPA. The completed package shall also include a request for the final reimbursement of the remaining eligible costs.

IV. Additional Project Conditions

- A. Upon request by MDOT SHA, the LPA shall submit for MDOT SHA review and written comment, design plans, specifications and estimates at major design milestones, including:
 - a. Preliminary Design Review thirty percent (30%),
 - b. Semifinal Review sixty-five percent (65%),
 - c. Final Review ninety-five percent (95%), and
 - d. Plans, Specifications, and Estimates (PS&E) one hundred percent (100%).
- B. PROJECT documentation must show the environmental review of the PROJECT, per 23 CFR part 771, was completed prior to the final design authorization and/or the construction authorization, and that a determination was made before construction authorization that the PROJECT's NEPA document(s) remained valid for the authorization decision, or supplemental NEPA documentation was completed before the construction authorization.
 - a. The LPA requests the MDOT SHA to assist in publicizing and conducting public hearings, if required to comply with the NEPA process.
- C. The LPA has agreed to provide all necessary rights-of-way in compliance with the conditions governing acquisition of rights-of-way, set forth in the Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970, Public Law 91-646, 42 U.S. Code SS4601-4655 and any supplemental amendments and in the Federal Aid Policy Guide, as amended, at no expense to MDOT SHA or Federal Highway Administration. The LPA intends to acquire necessary rights-of-way through temporary easement(s), permanent easement(s), or fee simple acquisition, for the PROJECT.
- D. The LPA shall require its contractor(s) to provide a surety performance bond in the amount of the most responsive and responsible bid to ensure that the PROJECT will be constructed if the contractor defaults. The LPA or Sub-recipient shall also require a surety payment bond in the amount of the estimated construction cost to ensure that the contractor pays its subcontractors and suppliers, as required by the most current MDOT SHA Standard Specifications for Construction and Materials and addendums, located at <http://www.roads.maryland.gov/ohd/part1.pdf>, page 20, section GP-3.03.
- E. The LPA shall hold a pre-construction meeting with the contractor to which MDOT SHA representatives: Assistant District Engineer of Construction from respective District, Area Materials Engineer from respective District, Equal Opportunity Officers from respective District and Program Manager shall be invited.
- F. 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 (23 USC 313 and 23 CFR 635.410), unless a waiver request has been submitted to and approved by the U.S. Secretary of Transportation.

G. The LPA shall not 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.


H. All notices and/or invoices, if to the LPA, shall be addressed to:

Andrew Luetkemeier, Principal Transportation Engineer
City of Rockville
Department of Public Works
111 Maryland Avenue, Rockville, Maryland 20850
240-314-8524
aluetkemeier@rockvillemd.gov

All invoices from LPA to MDOT SHA sent for processing to:

Andre Futrell, District Engineer
District # 3
Maryland Department of Transportation
State Highway Administration
Mail Stop:
Address: 9300 Kenilworth Avenue, Greenbelt, MD 20770
Phone: 301-513-7300
Fax: 301-513-7473
E-mail: AFutrell@mdot.maryland.gov

APPROVED ON BEHALF OF CITY OF ROCKVILLE, MARYLAND

By: 

Robert DiSpirito, City Manager
City of Rockville

(I confirm that I have been duly delegated with the
authority to execute on behalf of City of Rockville.)

Date: 4/2/2021

**PROPOSAL ACCEPTED ON BEHALF OF THE MDOT STATE HIGHWAY
ADMINISTRATION**

By: William J. Bertrand Digitally signed by William J. Bertrand
Date: 2021.08.20 09:37:29 -04'00'
Director, Office of Finance

Date: _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: 

Assistant Attorney General
Maryland Department of Transportation
State Highway Administration

August 20, 2021
Date: _____