

P02108 M-2

**AMENDMENT ONE TO THE
MEMORANDUM OF UNDERSTANDING
for**

North Stonestreet Avenue Sidewalk Improvements

THIS AMENDMENT ONE TO THE MEMORANDUM OF UNDERSTANDING (MOU) FOR THE NORTH STONESTREET AVENUE SIDEWALK IMPROVEMENTS PROJECT (AMENDMENT ONE) executed in two originals made and entered into this 16th day of June 2023, 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, an MOU for this PROJECT was duly executed on April 26, 2021 by MDOT SHA and the PROJECT SPONSOR to cover the use of the FAST-Act FUNDS in the amount of \$280,000 for the PROJECT, hereinafter called the “ORIGINAL MOU” and attached to and incorporated herein by reference; and

WHEREAS, this Amendment One is needed to extend the project term; and

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

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 amendments to the ORIGINAL MOU:

I. In Section III. PROJECT FUNDING, Paragraph A of the ORIGINAL MOU, delete entire text and replace with:

- A. The PROJECT term will be from the date of execution of the ORIGINAL MOU until April 26, 2025. All PROJECT activities shall begin on the ORIGINAL MOU execution date and continue until April 26, 2025. The following activities will be completed during the stated time period:
 - i. Complete preliminary design to the one hundred (100) percent stage within four (4) years before April 26, 2025.

II. In Section VII. PROJECT SPONSOR SHALL, Paragraph C of the ORIGINAL MOU, delete entire text and replace with:

- 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 2022, or latest edition of the Maryland Department of Transportation State Highway Administration's Standard Specifications for Construction and Materials, and all revisions thereto. The manual is viewable via the internet at <http://www.roads.maryland.gov/pages/sscm.aspx?PageId=853&lid=SSP>.

III. In Section VIII. GENERAL of the ORIGINAL MOU, delete the MDOT SHA District 3 contact and replace with the following:

If to MDOT SHA:

Mr. Derek Gunn, Acting District 3 Engineer
Maryland Department of Transportation
State Highway Administration
9300 Kenilworth Avenue
Greenbelt, MD 20770
Phone 301-513-7498
E-mail: dgunn@mdot.maryland.gov

IV. In Sections VI. MDOT SHA SHALL and Section VIII GENERAL, change the following to correct the section numbering sequence:

- I. Section VIII MDOT SHA SHALL
- II. Section IX GENERAL

Except as changed by this AMENDMENT ONE, all other terms and conditions of the ORIGINAL MOU remain unchanged and in full force and effect for the PROJECT.


IN WITNESS WHEREOF, the parties hereto have caused this AMENDMENT ONE to the ORIGINAL MOU 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**

Nicole Stafford
Witness

By: *Tim Smith* 06/16/2023
Tim Smith, P.E. Date
Administrator

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**


Dayna Pachman
Assistant Attorney General

RECOMMENDED FOR APPROVAL


Eric Beckett
Eric Beckett
Deputy Director of 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/ Director of
Council Operations

By:  5/16/2023 (SEAL)
Robert Dispina
City Manager
Date

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

Nicholas Dumais
Nicholas Dumais
Senior Assistant City Attorney