MDOT SHA Control No.

**FEDERAL-AID PROJECT GUIDELINES AND WORKING**

SUPPLEMENTAL AGREEMENT

**<Local Public Agency>**

**and**

**MARYLAND DEPARTMENT OF TRANSPORTATION**

**MDOT SHA HIGHWAY ADMINISTRATION**

This **SUPPLEMENTAL AGREEMENT (“SA**”), executed on the \_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_, 2019 is in accordance with the terms of a Master Memorandum of Understanding “MOU” made effective February 1, 2018 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 <**Local Entity>**, 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 <insert project title> (**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;

1. **Project Information**
2. The PROJECT shall consist of the following <insert detailed project description identifying the phases that will be federal funded per this agreement>.
3. 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 <insert name, position, and office> , 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.
4. **Project Time Period**
5. 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.
6. 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 project end date procedures.
7. The LPA will comply with MDOT SHA’s monitoring requirements to include progress reports due with the billing invoice. These shall be submitted by the design consultant and shall include the LPA’s approval of the invoice and progress report.
8. The MDOT SHA and LPA shall retain all documents and records subject to audit for a minimum of 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-year period, the records shall be retained until completion of the action and resolution of all issues or the end of the three-year period, whichever is later in accordance with the requirements of 49 CFR Part 18, Section 18.42- Retention and Access Requirements for Records.
9. **Project Funding and Payment**
10. The Maryland Department of Transportation will reimburse the LPA up to an amount not to exceed eighty percent (80%) of the eligible expenses of the project.
11. For design costs for projects utilizing a MDOT SHA open end consultant, MDOT SHA will bill the LPA 20% of monthly incurred costs.
12. 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 expected delay submitted by the LPA. All costs must have been incurred prior to the project agreement end date.
13. 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 invoice to the Federal Aid Billing Office for approval.
14. 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,

c. The invoice does not exceed 80% of the project costs.

1. The MDOT SHA shall deduct from each invoice the amount of the non-eligible portion of the expenses any costs deemed not eligible for reimbursement by law. All such non-eligible costs shall be borne solely by the LPA.
2. 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.
3. **Additional Project Conditions**
4. Submit for MDOT SHA review and written comment, design plans, specifications and estimates at major design milestones, including:
5. Preliminary Design Review and Structure Type, Size and Location Review thirty percent (30%),
6. Foundation and Scour Review
7. Final Review and Structural Review ninety-five percent (95%), and
8. Plans, Specifications, and Estimates (PS&E) one hundred percent (100%).
9. 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.
   1. The LPA <will publicize and conducted a public hearing **or** requests the MDOT SHA to assist in publicizing and conducting public hearings, if required to comply with the NEPA process.>
10. 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), fee simple acquisition, > for the project.
11. 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.
12. 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.
13. All notices and/or invoices, if to the LPA, shall be addressed to:

LPA Name, Title

County :

Agency:

Address:

Phone:

E-mail:

**APPROVED ON BEHALF OF <LPA or Sub-recipient> Maryland**

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name, Title

Agency

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

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Director, Office of Finance

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY**

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Assistant Attorney General

Maryland Department of Transportation

State Highway Administration