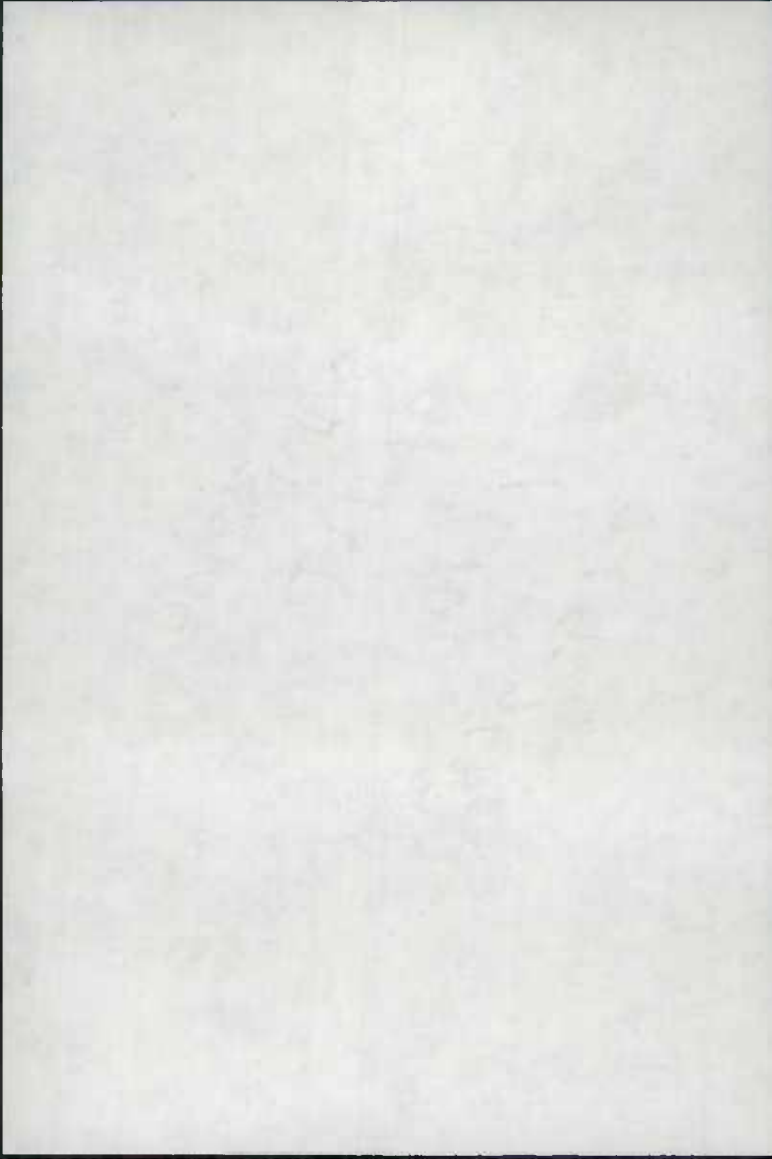
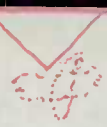


SAM BRICE
CALLED
4:10
269-7647

9-7-89



Bridge on Spa Road.



William Campbell - Dir.
263-7949

gut react. -> 20' span? called Annap. Pub. Works 8/2/88
"double cell box" - Sam Bryce Boyce talked to

will call back Bryce

May 30, 1973

called for 3rd Time 8/16/89 - sec'ty said would call back

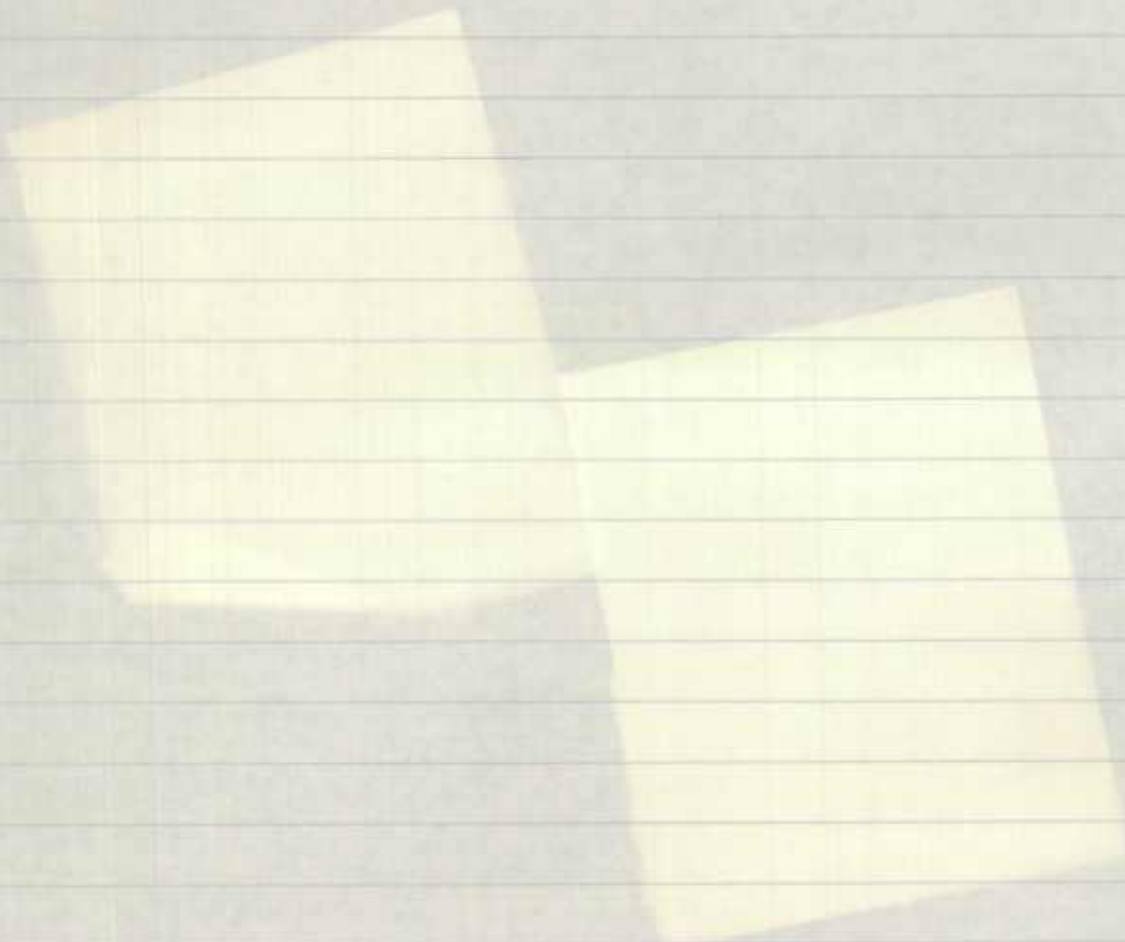
X called for 4th Time 9-5-89 - sec'ty took message. not in office

Mr. Bryce returned call at 4:10pm 9-7-89 - called back 9-8-89, no return call

Spa Rd. bridge
over Spa Creek
Annapolis

Struc # ?

263-7949
Dept. Public Works



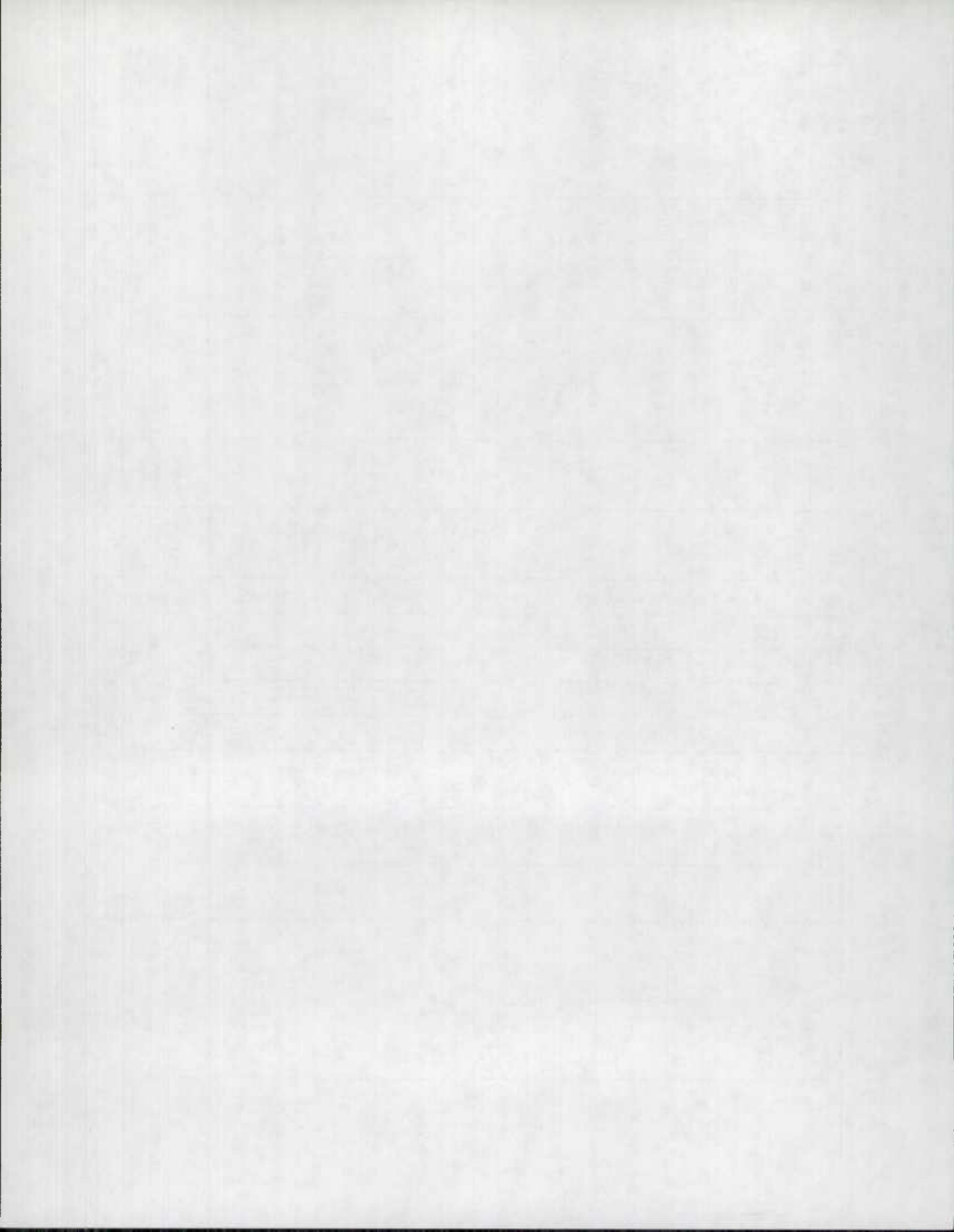
LOCATION			NO. ON MAP	LENGTH IN MILES	CHANGES MADE IN								MAINTAINED BY	REMARKS
STREET NAME	FROM	TO			TYPE		WIDTH		MILEAGE					
					From	To	From	To	C & G	Built (New)	Additions	Abandoned		
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)
Sherwood Road	Wardour Drive	End	1	269'	F	I	13'	13'		TI			ANNAPOLIS	
No. 2	Wardour Drive	End	2	570'	E	I	15'	15'		FC			ANNAPOLIS	
Alden Lane	Wardour Drive	End	3	263'	F	I	12'	12'					ANNAPOLIS	
Wardour Drive	Alden Lane	238' South	4	238'	F	I	15'	17'		TI			ANNAPOLIS	
Melvin Avenue	Forbes St.	Ridgely Ave.	5	500'	F	I	22'	33'		TI			ANNAPOLIS	
Ridge Road	Norwood Rd.	End	6	246'	F	I	16'	20'		TI			ANNAPOLIS	
Cedar Park Road	Sumner Road	Porter Road	7	630'	I	I	30'	45'					ANNAPOLIS	
Cedar Park Road	Porter Road	Windell Ave.	8	292'	F	I	40'	40'					ANNAPOLIS	
Sampson Pl	Intersection of Porter	Chinquapin	9	5300 sq. ft.	F	I							ANNAPOLIS	
Virginia Street	Round Road	200' East of Edgewood	10	950'	F	I	28'	32'		TI			ANNAPOLIS	
McGuckian Street	Round Road	Edgewood Ave	11	670'	F	I	26'	32'		TI			ANNAPOLIS	
Edgewood Avenue	McGuckian St.	Virginia St.	12	395'	F	I	29'	29'		TI			ANNAPOLIS	
McGuckian Street	So. Cherry Grove Avenue	McKendree St.	13	320'	F	I	21'	21'		TI			ANNAPOLIS	
No. 14	Forest Drive	End	14	400'	E	I	10'	10'					ANNAPOLIS	
Spa Road	West Street	City Line	15	5,700'	I	I	30'	30'		TI			ANNAPOLIS	From State
Market Street	Shipwright St.	Spa Creek	16	395'	F	I	25'	25'					ANNAPOLIS	
Revell Street	Shipwright St.	Spa Creek	17	320'	F	I	20'	20'					ANNAPOLIS	

NOTE: If no changes have occurred, please indicate this by writing "NO CHANGE" across the face of this form and return same to MARYLAND STATE ROADS COMMISSION - DIVISION OF PLANNING - BUREAU OF HIGHWAY STATISTICS - P. O. Box 717, Baltimore, Maryland 21203

(Signed) [Signature]

(Date) 12-12-73

(Official Title) Sancta Pl



June 1, 1973

Mr. Eugene Lerner
City Attorney
P. O. Box 523
Annapolis, Maryland 21404

Dear Mr. Lerner:

Enclosed herewith is an executed copy and a photocopy of agreement dated May 30, 1973, between The City of Annapolis and the State Highway Administration, relative to transfer to the City for maintenance purposes, section of Md. 387 (Spa Road) as more fully described in the agreement. Also enclosed are two copies of memorandum of action of State Highway Administrator dated May 30, 1973, pertaining to the above transfer.

Very truly yours,

Bernard M. Evans
State Highway Administrator

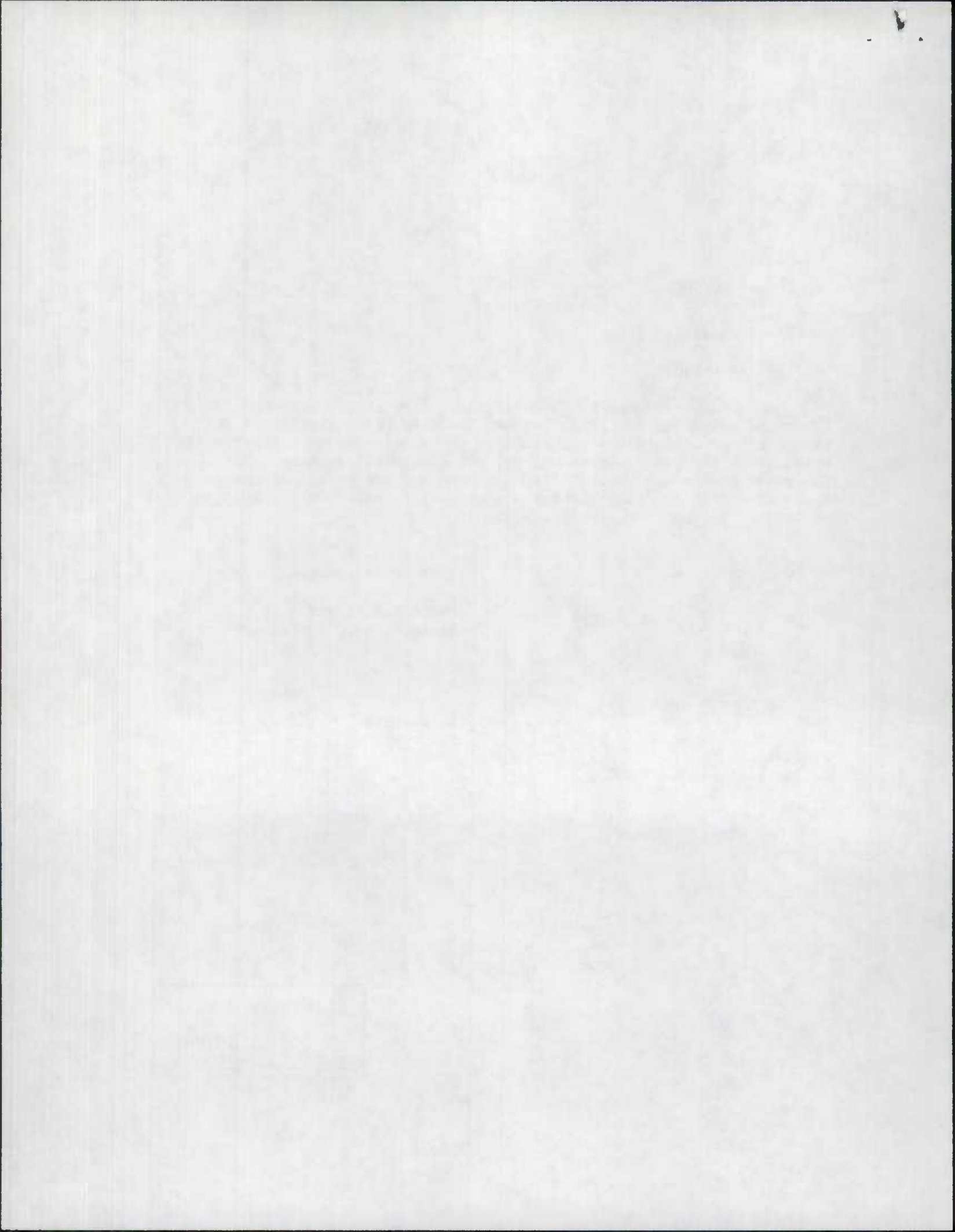
by: A. W. Smith

AWS:lmb
Enclosures

CC: Mr. H. G. Downs
Secretary's File ✓

Secretary's File

No. 53845



MEMORANDUM OF ACTION OF STATE HIGHWAY ADMINISTRATOR BERNARD M. EVANS
WEDNESDAY, MAY 30, 1973
* * *

Administrator Evans executed duplicate copies of agreement dated May 30, 1973, between the State Highway Administration and The Mayor and Aldermen of the City of Annapolis, in Anne Arundel County, relative to transfer by the Administration to the City for maintenance purposes as part of the City Street System, of the following described section of State constructed road, subject to the conditions more fully set forth in the agreement:

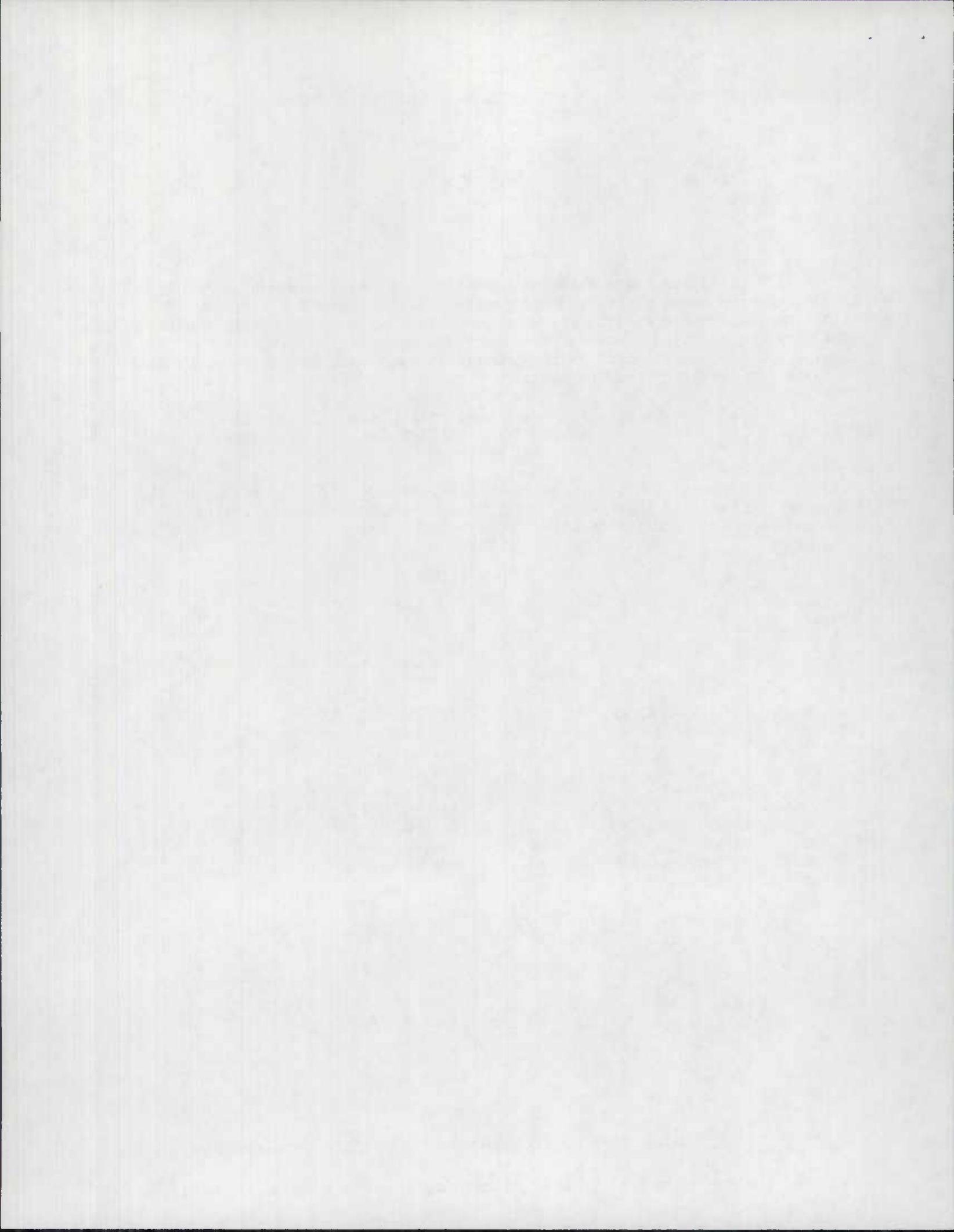
Md. 387 (Spa Road) - From West Corporate Limits of Annapolis to End State Maintenance, for a distance of 1.15+ miles.

Said agreement had previously been executed by the City of Annapolis, approved as to form and legal sufficiency by Administrative Special Attorney Sfekas and approved by Chief Engineer Downs.

Copy:	Mr. W. E. Woodford, Jr. —	Mr. R. H. Trainor	<i>ph</i>
	Mr. H. G. Downs <i>ph</i>	Mr. H. H. Bowers	"
	Mr. R. M. Thompson "	Mr. T. L. Cloonan	"
	Mr. L. E. McCarl "	Mr. Charles Lee	"
	Mr. R. C. Pazourek "	Mr. P. S. Jaworski	"
	Mr. A. W. Tate	Miss D. J. Sinners	"
	Mr. C. E. Caltrider	City of Annapolis	<i>cc + ph</i>
	Mr. T. Hicks	Secretary's File	✓
	Mr. E. J. Dougherty "	SHA-Anne Arundel County file	
	Mr. E. W. Kimmey —		

Secretary's File
No. 53845

IT IS UNDERSTOOD AND AGREED BETWEEN the parties hereto that the change in the status of the foregoing sections of State highways is authorized under the following conditions:



THIS AGREEMENT made this 30TH day of MAY, 1973

by and between the State Highway Administration of the Department of Transportation of Maryland, hereinafter referred to as "Highway Administration," party of the first part, and the Mayor and Aldermen of the City of Annapolis, Maryland, hereinafter referred to as "City," party of the second part, Witnesseth:

WHEREAS, under authority contained in Section 79 of Article 89B of the Annotated Code of Maryland, the State Highway Administration of the Department of Transportation of Maryland is empowered to transfer State Highways, or portions thereof to the Governing Bodies of the several Counties and/or Towns of Maryland, for maintenance purposes, and the Governing Bodies of the several Counties and/or Towns of Maryland are empowered to transfer County roads and/or Town streets, or portions thereof, to the State Highway Administration of the Department of Transportation of Maryland, for maintenance purposes, and

WHEREAS, the "Highway Administration," party of the first part, has agreed to transfer the following described section of road, constructed by the State, to the "City," party of the second part, and the "City" has agreed to accept same for maintenance purposes as part of the City Street System.

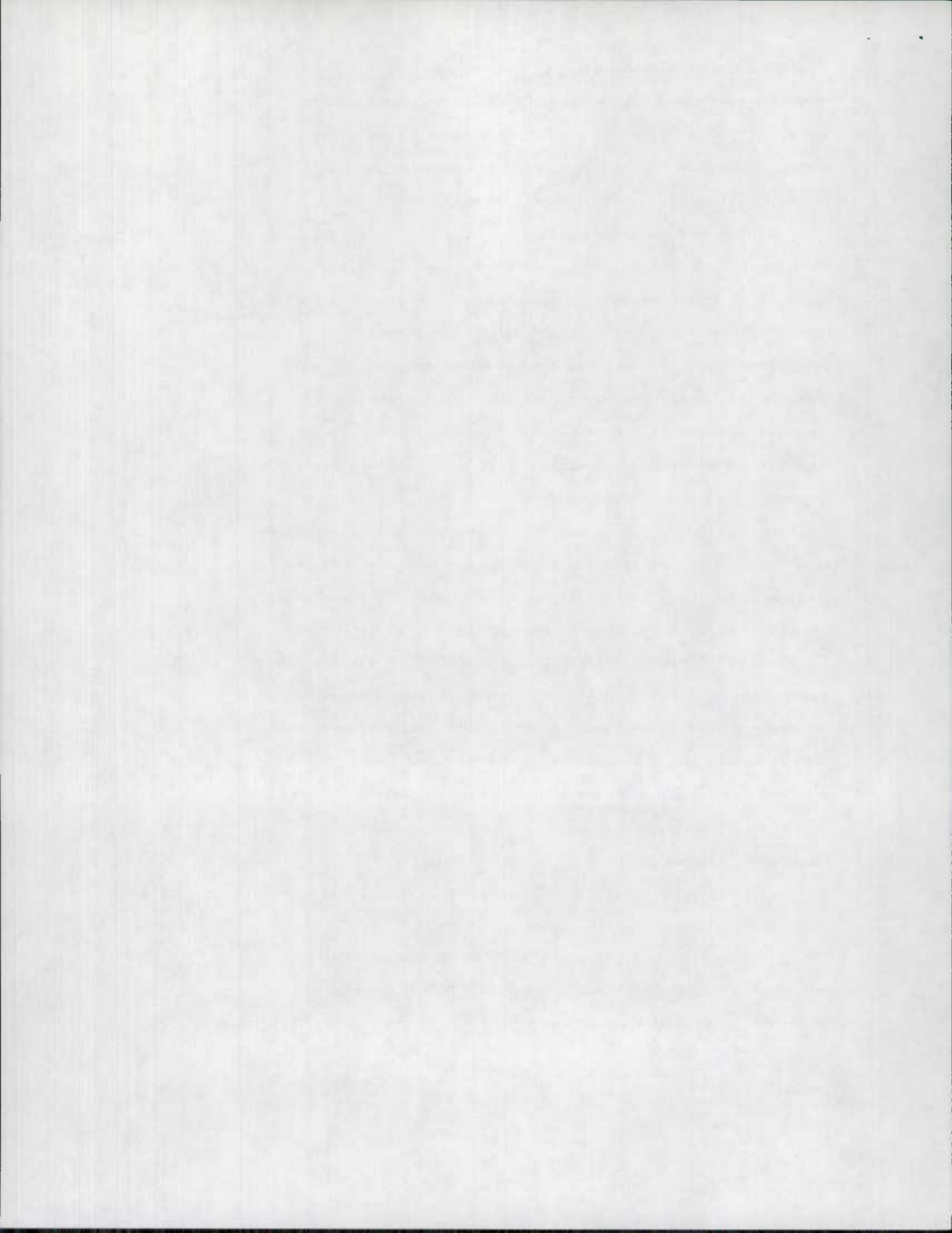
NOW, THEREFORE, THIS AGREEMENT WITNESSETH that for and in consideration of the sum of \$1.00 and other good and valuable considerations, the receipt whereof is hereby acknowledged, the "Highway Administration," party of the first part, does hereby transfer to the "City" and the "City" party of the second part, does hereby accept from the "Highway Administration" the following described section of State constructed road, for maintenance purposes, as part of the City Street System:

Md. 387 (Spa Road) - From West Corporate Limits of Annapolis to End State Maintenance for a distance of 1.15 $\frac{1}{2}$ miles.

IT IS UNDERSTOOD AND AGREED BETWEEN the parties hereto that the change in the status of the foregoing sections of State highways is authorized under the following conditions:

Secretary's File

No. 53845



1. The effective date of transfer shall be upon complete approval and execution of this agreement.
2. The foregoing mileage will be included in the inventory as of December 1, 1973.
3. The basis for the allocation of funds will include the additional 1.15 $\frac{1}{2}$ miles of City Street Mileage in the allocation to the "City" beginning July 1, 1974.
4. The transfer of said road is made on an "As-Is-Basis" which pertains to the existing rights-of-way and to the existing condition of the road involved, including all appurtenances and bridge structures.

IN WITNESS WHEREOF, the parties involved have caused these presents to be executed by their proper officers thereunto duly authorized, the day and year first above written.

THE STATE HIGHWAY ADMINISTRATION OF
THE DEPARTMENT OF TRANSPORTATION

By Bernard M. Evans
Bernard M. Evans, Jr.
State Highway Administrator

WITNESS:

Joe Smith

Approved as to form and legal sufficiency
this 21st day of May, 1973

APPROVED:

Hugh T. Davis
Chief Engineer

James S. Fekas
Administrative Special Attorney

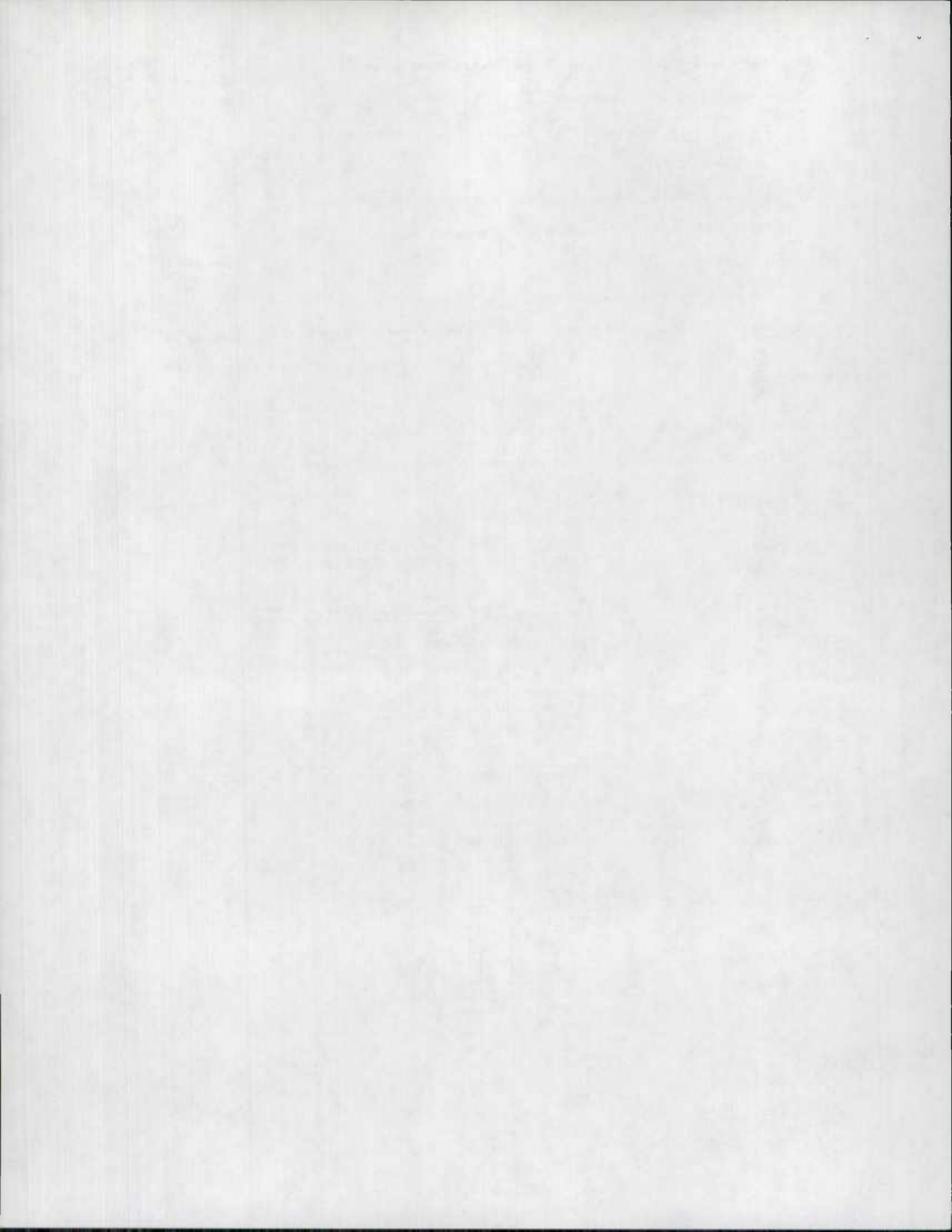
THE MAYOR AND ALDERMEN OF THE
CITY OF ANNAPOLIS
ANNE ARUNDEL COUNTY, MARYLAND

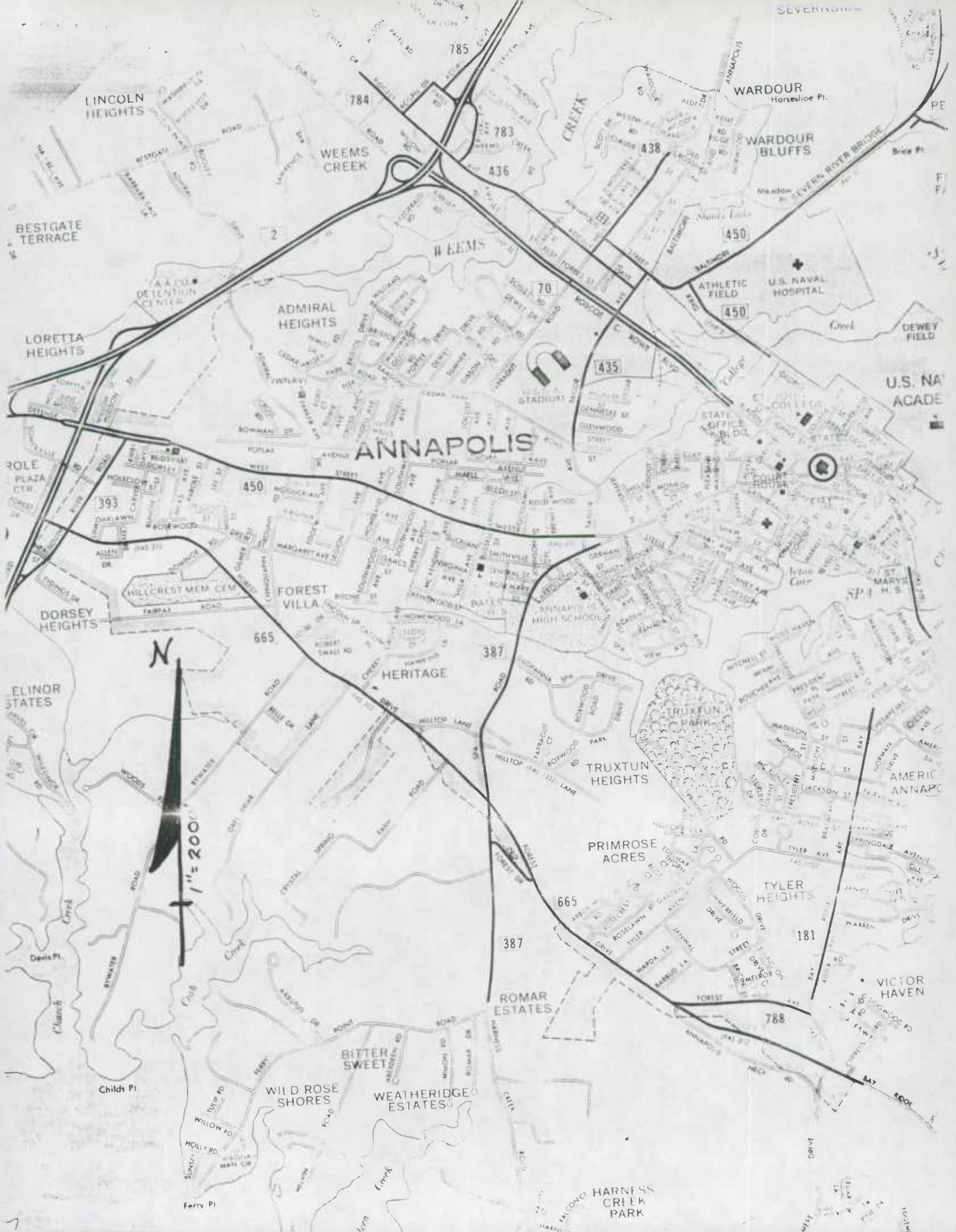
ATTEST:

Margaret M. Burbit
Clerk
City of Annapolis

By Logan W. May Jr.
Mayor

Bernard M. Evans 3/26/73
City Attorney
as to legal sufficiency
& form





LINCOLN HEIGHTS

WEEMS CREEK

ADMIRAL HEIGHTS

LORETTA HEIGHTS

ANNAPOLIS

FOREST VILLA

HERITAGE

TRUXTUN HEIGHTS

PRIMROSE ACRES

TYLER HEIGHTS

ROMAN ESTATES

BITTER SWEET

WEATHERIDGE ESTATES

WILD ROSE SHORES

HARNESS CREEK PARK

WARDOUR

WARDOUR BLUFFS

U.S. NAVAL HOSPITAL

U.S. NAVAL ACADEMY



Childs Pt.

Ferry Pt.

SEVERN RIVER

CREEK

WEEMS

438

436

783

784

785

70

435

450

450

450

393

665

387

387

665

181

788

PE

F

5

C

CT

DR

DR

DR

DR

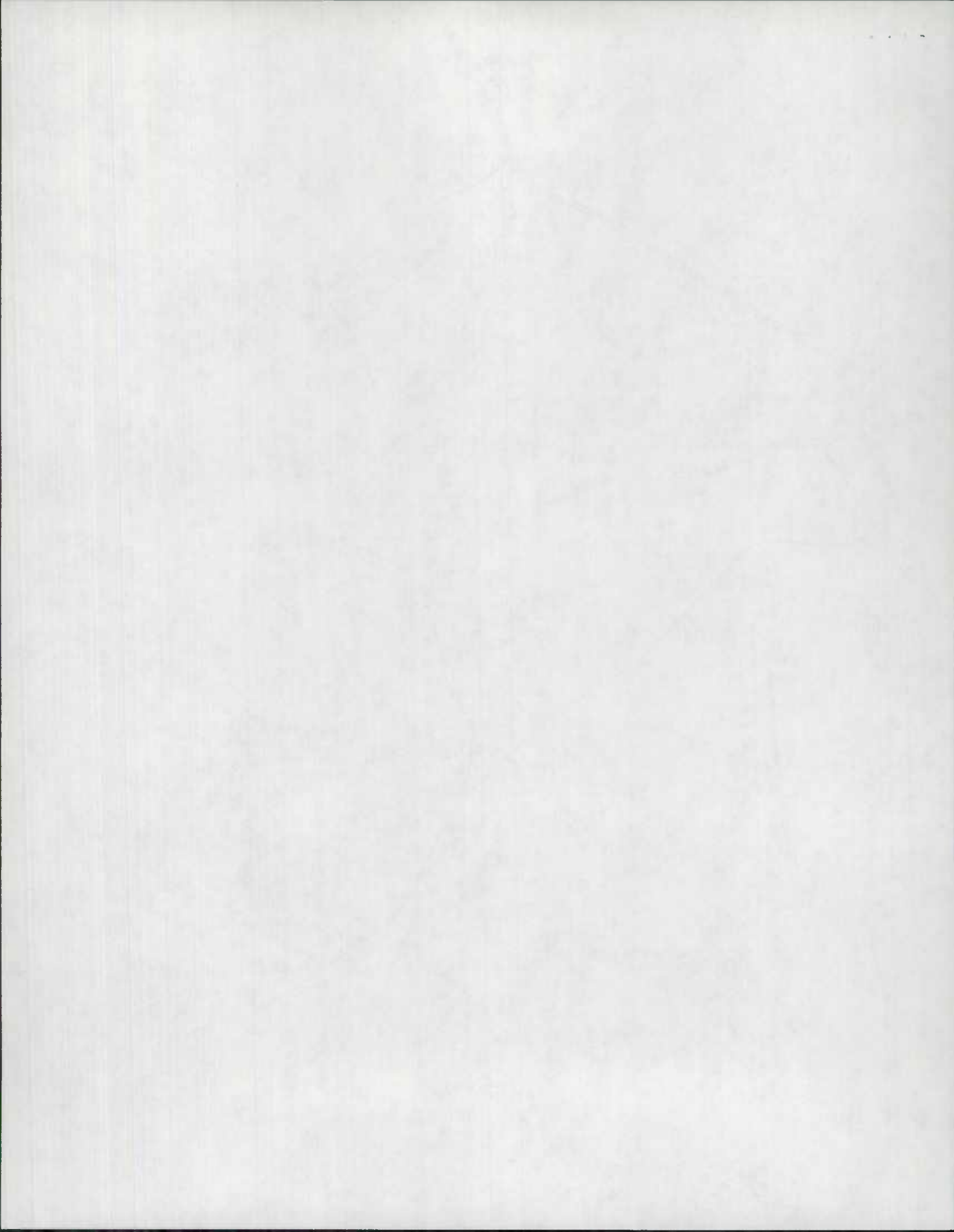
DR

DR

DR

DR

7



January 11, 1974

Mr. Eugene Lerner
City Attorney
P. O. Box 523
Annapolis, Maryland 21401

Dear Mr. Lerner:

Enclosed herewith is an executed copy and a photocopy of supplemental agreement dated January 7, 1974, between The City of Annapolis and the State Highway Administration, relative to amending agreement dated May 30, 1973 to include installation of a traffic signal by the Administration at the intersection of Spa Road and Hilltop Lane, as more fully described in the agreement. Also enclosed are two copies of memorandum of action of State Highway Administrator dated January 7, 1974, pertaining to the above supplemental agreement.

Very truly yours,

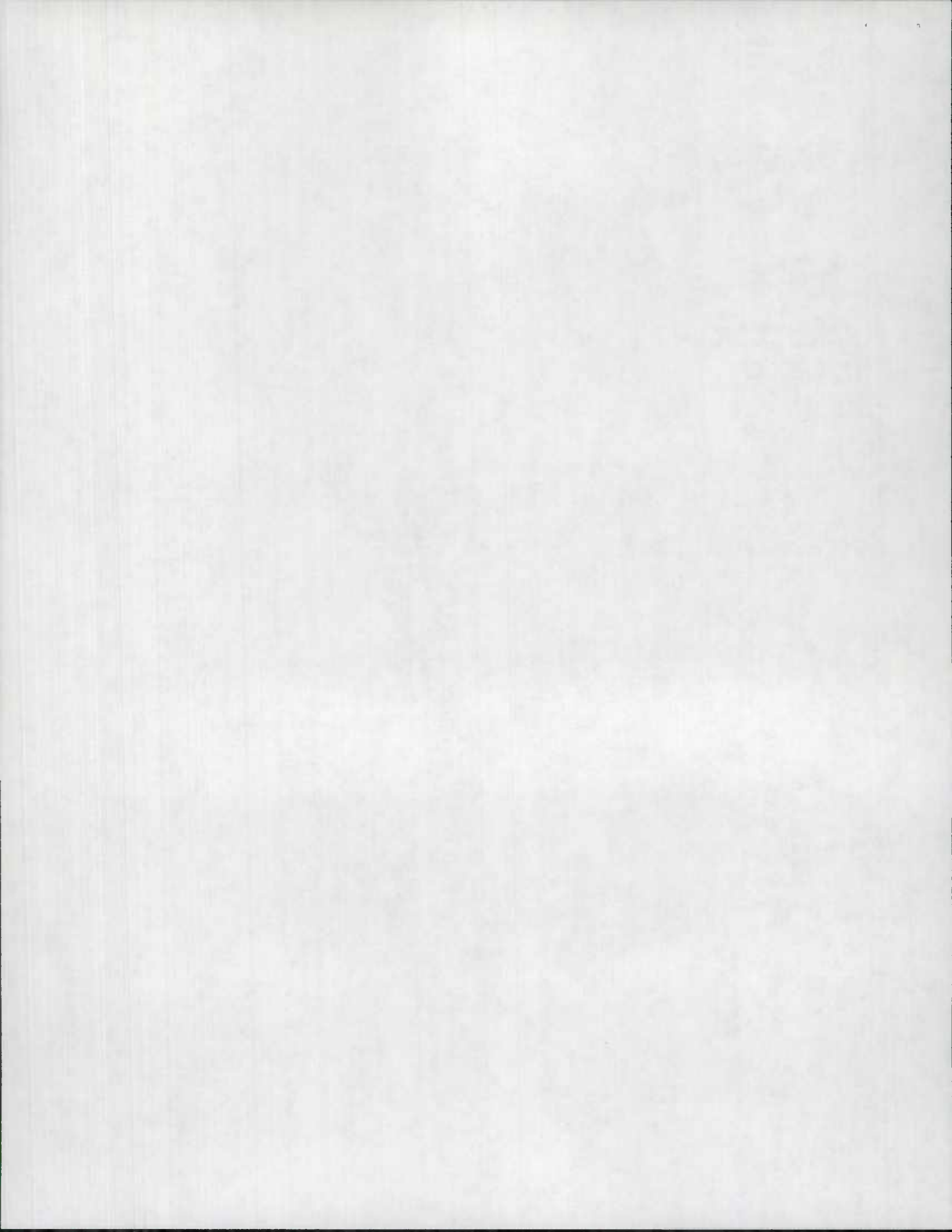
Bernard M. Evans
State Highway Administrator

AWS:lmb
Enclosures

CC: Mr. J. C. Fowles
Secretary's File 53845 ✓

Secretary's File

No. 53845



MEMORANDUM OF ACTION OF STATE HIGHWAY ADMINISTRATOR BERNARD M. EVANS
MONDAY, JANUARY 7, 1974

* * *

Administrator Evans executed duplicate copies of supplemental agreement dated January 7, 1974, between the State Highway Administration and The Mayor and Aldermen of the City of Annapolis, in Anne Arundel County, amending agreement dated May 30, 1973 to include the installation of a traffic signal by the Administration at the intersection of Spa Road and Hilltop Lane, subject to the conditions more fully set forth in said supplemental agreement.

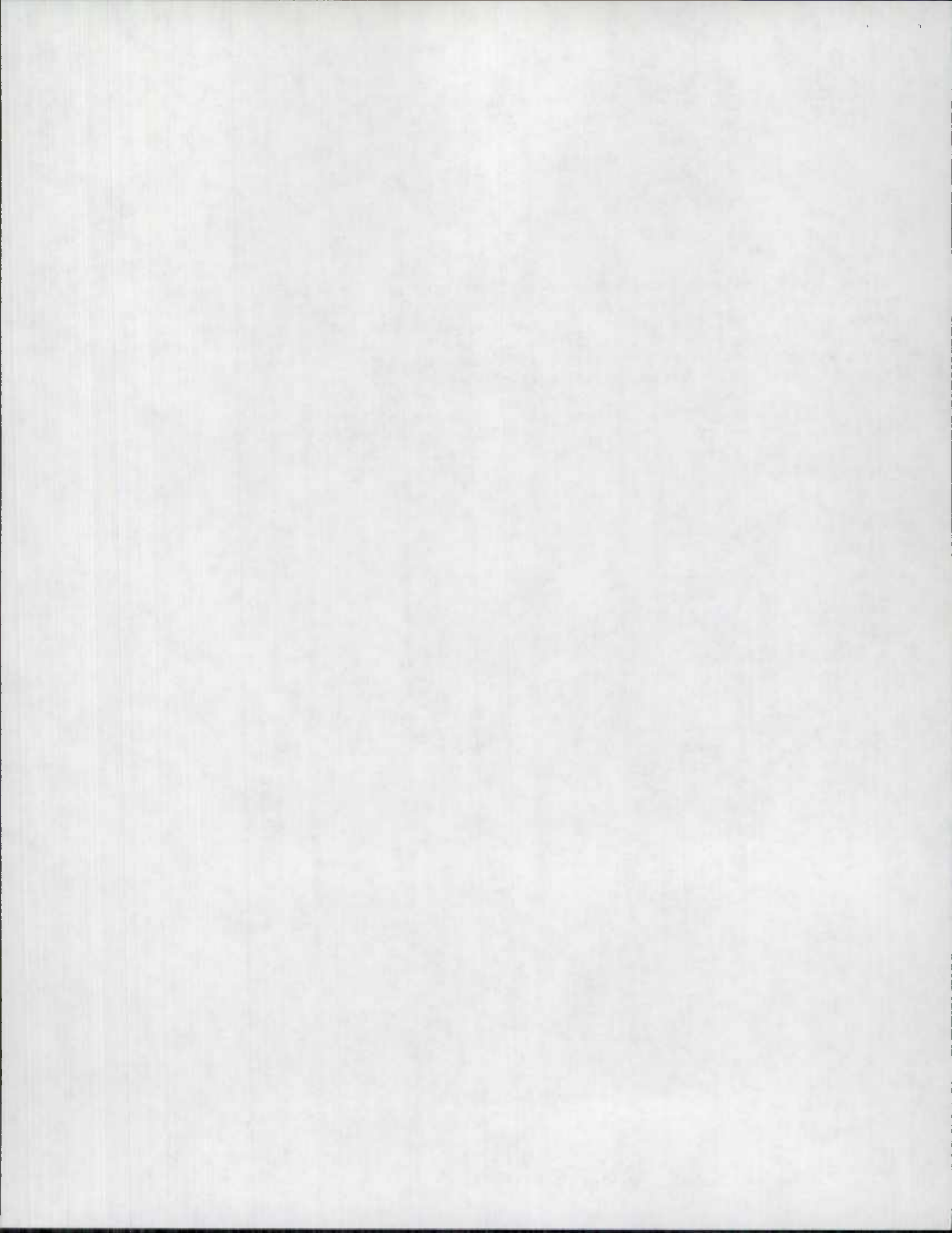
Said supplemental agreement had previously been executed by the City of Annapolis, approved by Director, Office of Planning and Preliminary Engineering Hajzyk and approved as to form and legal sufficiency by Administrative Special Attorney Sfekas.

Copy: Mr. N. B. Friese
Mr. H. G. Downs *ph*
Mr. I. C. Hughes
Mr. L. E. McCarl
Mr. R. C. Pazourek *ph*
Mr. A. L. Gardner "
Mr. C. E. Caltrider "
Mr. T. Hicks
Mr. E. J. Dougherty
Mr. E. W. Kinney

Mr. A. W. Tate
Mr. C. W. Reese
Mr. H. H. Bowers
Mr. T. L. Cloonan *ph*
Mr. Charles Lee
Mr. P. S. Jaworski
Miss D. J. Sinners
City of Annapolis *over ph*
Secretary's File 53845 ✓
SHA-Anne Arundel County file

53845

in the following provisions:



THIS SUPPLEMENTAL AGREEMENT made this 7th day of JANUARY, 1977 by and between the State Highway Administration of the Department of Transportation of Maryland, hereinafter referred to as "Highway Administration," party of the first part, and The Mayor and Aldermen of the City of Annapolis, Maryland, hereinafter referred to as "City," party of the second part.

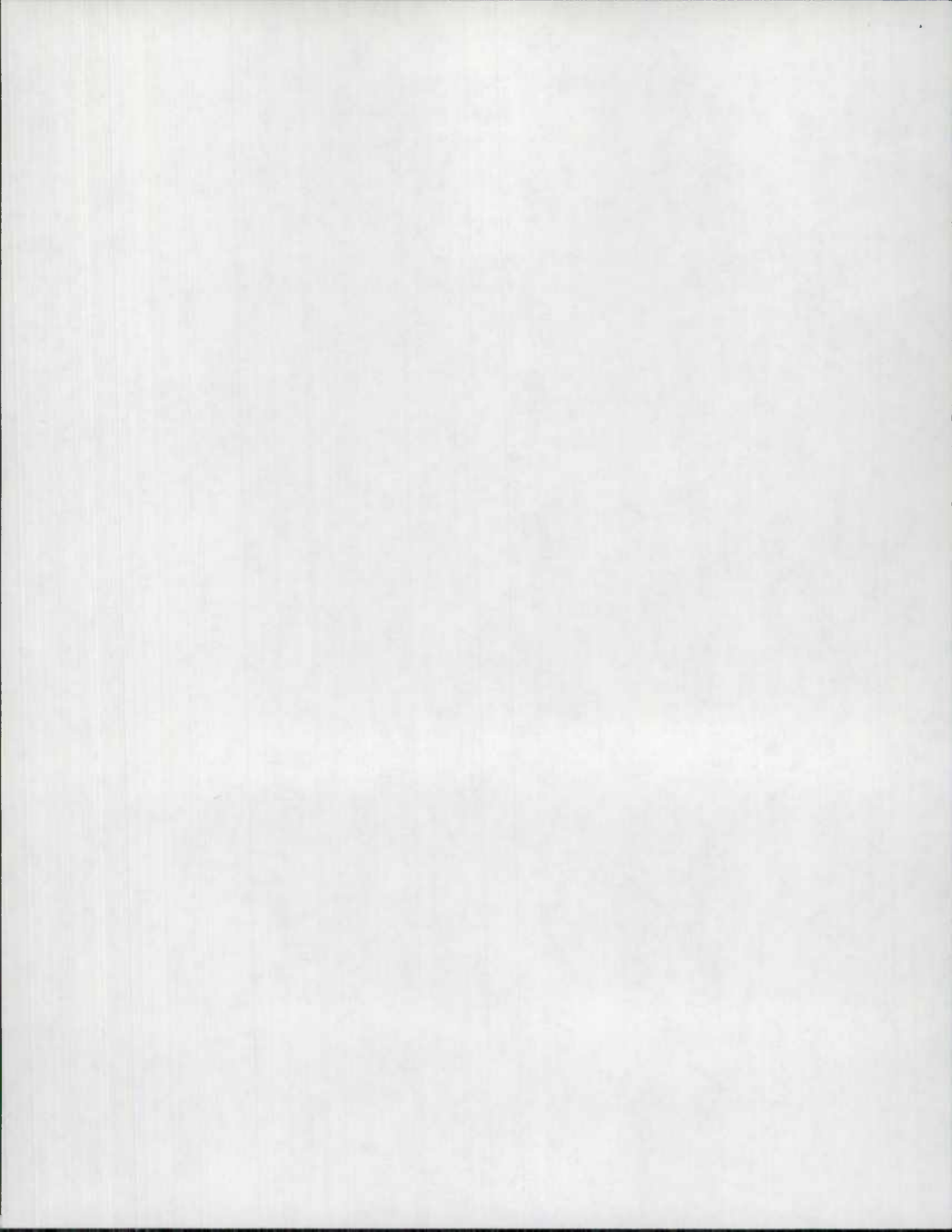
WHEREAS, under the provisions of Section 7-103 of the Annotated Code of Maryland, the State Highway Administration of the Department of Transportation of Maryland did execute an agreement under date of May 30, 1973, by virtue of its authority to transfer State Highways, or portions thereof to the Governing Bodies of the several Counties and/or Towns of Maryland, for maintenance purposes, and under which said Section 7-103 is empowered to transfer County roads and/or Town roads, or portions thereof to the State Highway Administration of the Department of Transportation of Maryland, for maintenance purposes; and,

under the agreement aforementioned, transfer the following described section of road, constructed by the State, to the "City," party of the second part, and the "City" agree to accept the same for maintenance purposes as part of the City's road system;

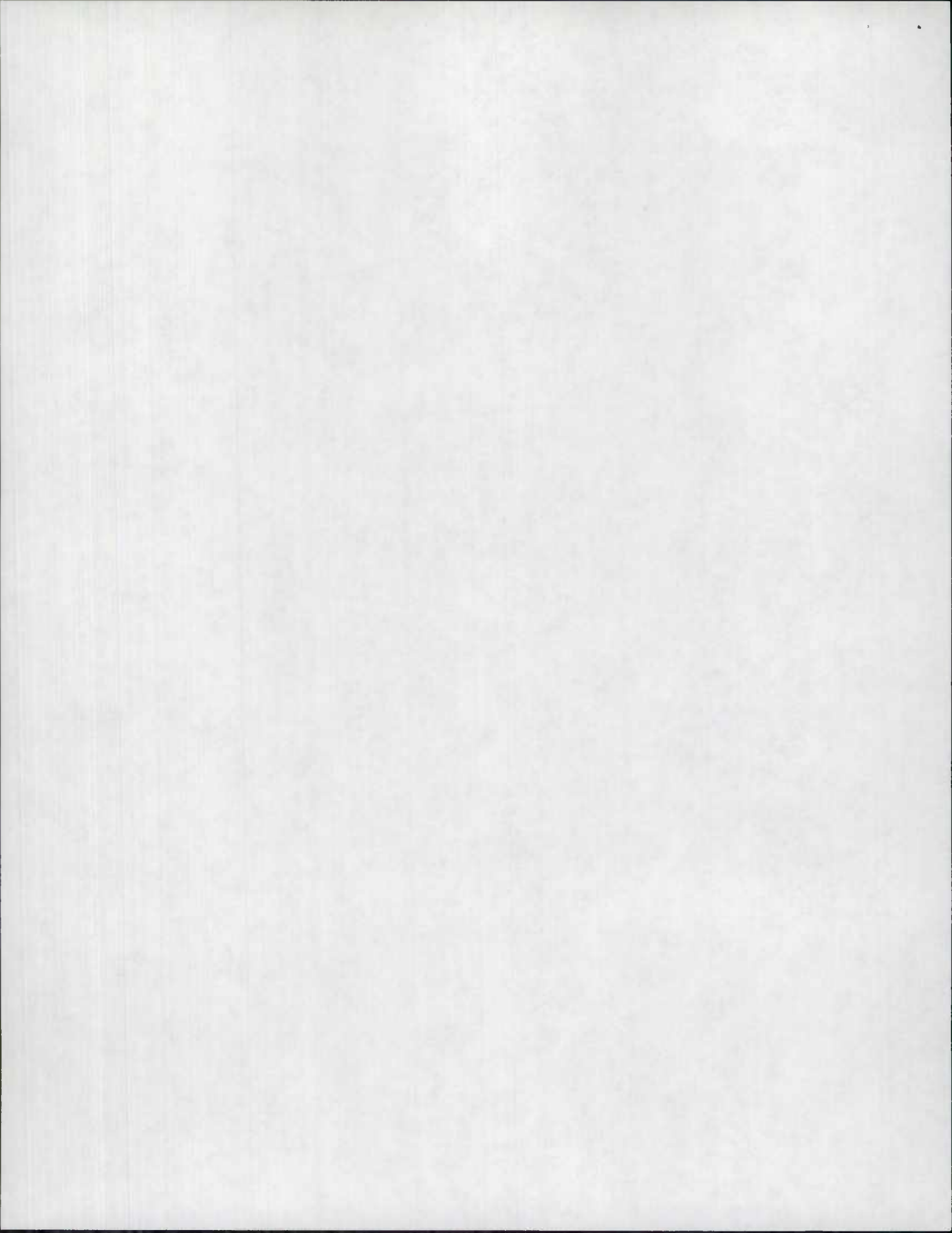
WHEREAS, the agreement between the parties hereto dated May 30, 1973, which agreement not included in the agreement dated May 30, 1973, which agreement should have been included therein so as to more accurately define the understanding and agreement of the parties hereto.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH that for and in consideration of the sum of \$0.00, the receipt whereof is hereby acknowledged, the parties of the first and second parts do hereby ratify all of the provisions contained in the agreement between the parties hereto dated May 30, 1973, and do hereby amend said agreement by including therein the following provisions:

53845



1. The "Highway Administration" will install at its expense a two-phase, fully actuated traffic signal at the intersection of Mts. 337 and Hilltop Lane at an estimated cost of approximately \$16,000, as indicated in Contract No. AA-89M-433.
 2. The "City" will, at its expense, have the signal structure constructed at the right abutment of the subject intersection.
 3. The "City" will bear the cost of maintenance and electrical energy after the signalization contract has been completed.
 4. The "Highway Administration" will furnish 3 copies of the signal plans, as well as copies of the timing on the controller, to the "Town" upon completion.
 5. The additional mileage will be included in the "City" road inventory, as of December 1, of the year following completion of the installation of the traffic signal by the "Highway Administration," which is a modification of Item 2 of the said agreement of May 3, 1973.
 6. The basis for the allocation of funds will include the additional 1.15+ miles in the allocation to the "City" beginning July 1, of the year following the year and date set forth in Item 5 hereof, which is a modification of Item 3 of the said agreement of May 3, 1973.
 7. The effective date for the transfer of the title to this section is the date of completion of the indicated improvement by the "Highway Administration" set forth in Item 1 hereof, which is a modification of Item 1 of the said agreement of May 3, 1973.
- The above provisions shall apply to the existing rights-of-way and the existing condition of the road involved, including all appurtenances and bridge structures, and the effective date of the subject agreement is to be as under Item 7 hereinabove.



IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officials the day and year first above written.

THE STATE HIGHWAY ADMINISTRATION OF
THE DEPARTMENT OF TRANSPORTATION

By Bernard M. Evans
Bernard M. Evans
State Highway Administrator

WITNESS:

[Signature]

Approved as to form and legal sufficiency
this _____ day of _____, 1978.

APPROVED:

[Signature]
Director, Office of Planning and
Preliminary Engineering

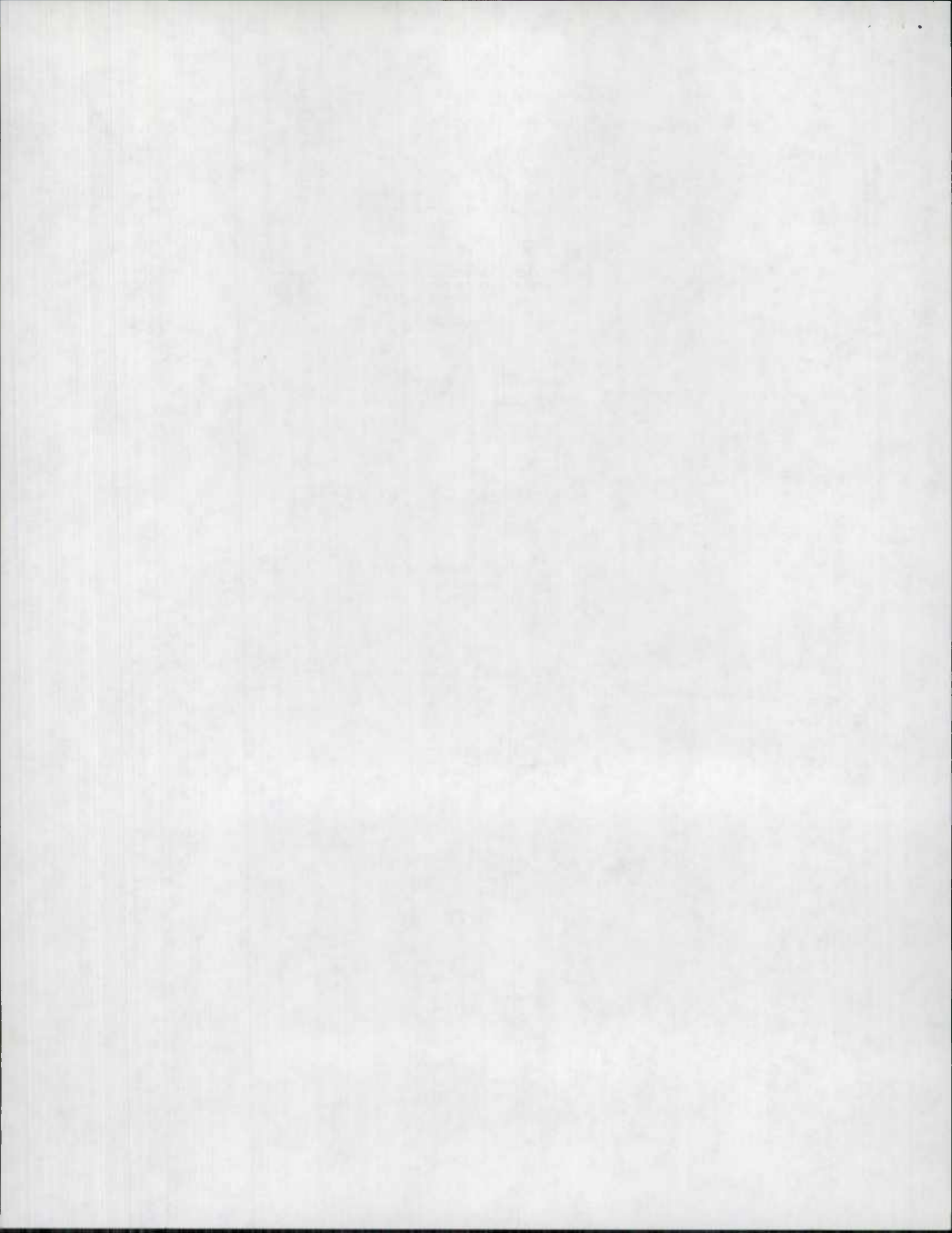
[Signature]
Administrative Special Attorney

MAYOR AND ALDERMEN OF THE
CITY OF ANNAPOLIS
ANNE ARUNDEL COUNTY, MARYLAND.

ATTEST:

Margaret H. Burket
Clerk
City of Annapolis

By [Signature]
Mayor
[Signature]
City Attorney



MEMORANDUM OF ACTION OF DEPUTY STATE HIGHWAY ADMINISTRATOR NORTHAM B. FRIESE
THURSDAY, MARCH 16, 1978

* * *

Deputy Administrator Friese executed triplicate copies of three agreements dated March 16, 1978, between the State Highway Administration and the Parties listed, wherein the Principals set forth and establish their respective obligations and responsibilities in connection with the subjects as listed, in order to utilize Federal Funds made available by the Administration, with the Parties financing all costs in excess of federal reimbursement, in accordance with the terms and conditions more fully set forth therein.

PARTIES

SUBJECTS

✓ City of Annapolis
(Anne Arundel County)

Improvements to roads, bridges, traffic signals, or other highway-related facilities, or to engage in a safety or other highway-related project, either on or off the federal-aid system of highways.

City of Frederick
(Frederick County)

Improvements to roads, bridges, traffic signals, or other highway-related facilities, or to engage in a safety or other highway-related project, either on or off the federal-aid system of highways.

Wicomico County

Improvements to roads, bridges, traffic signals, or other highway-related facilities, or to engage in a safety or other highway-related project, either on or off the federal-aid system of highways.

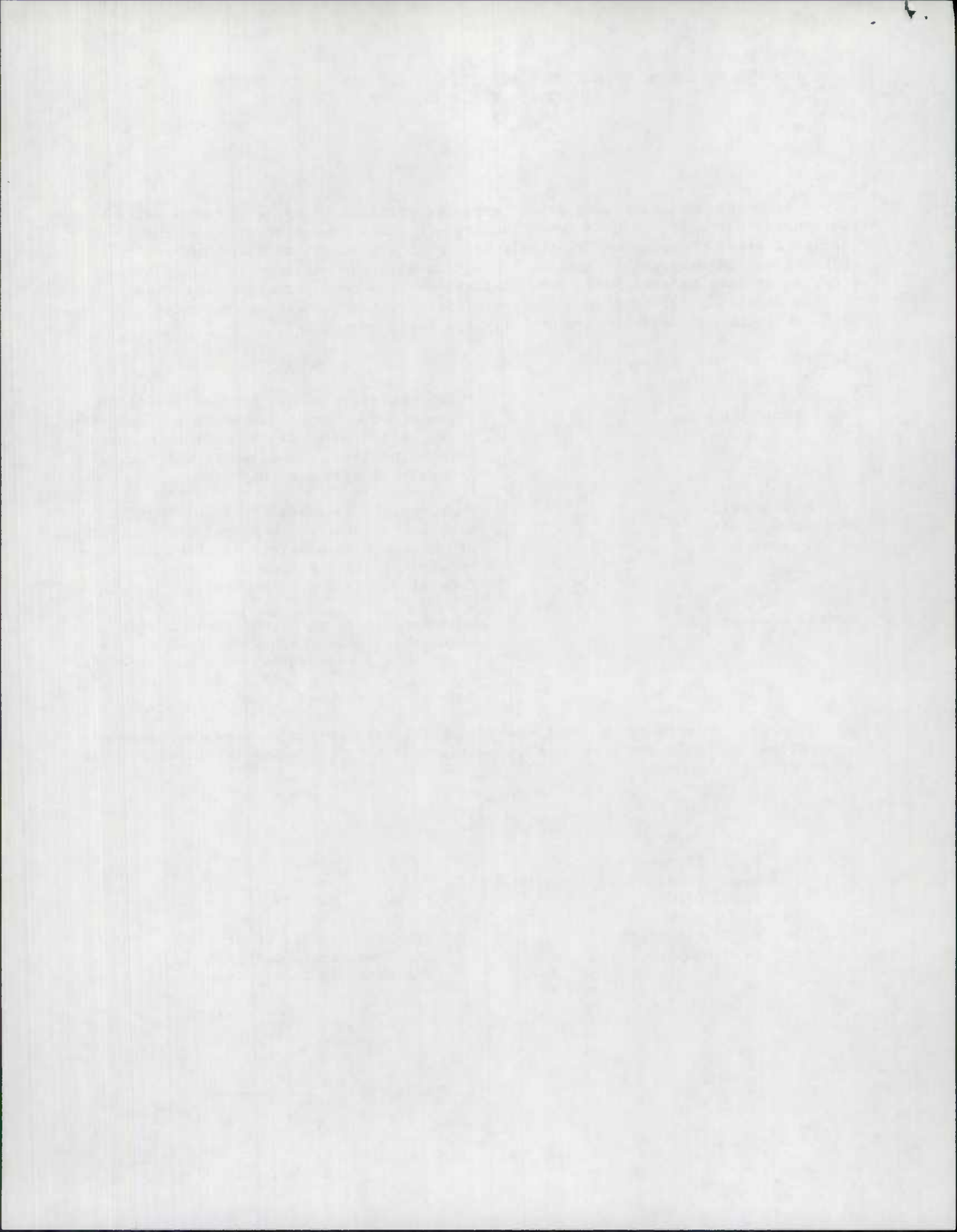
Said agreements had been executed previously by the Parties, recommended for approval by Chief Engineer Downs, and approved as to form and legal sufficiency by the Office of Counsel.

Copy: Mr. N. B. Friese
Mr. H. G. Downs
Mr. A. L. Gardner
Mr. A. W. Tate
Mr. R. C. Pazourek
Mr. E. C. Cullum

Mr. E. H. Meehan
Mr. C. E. Raith
Mr. W. K. Lee III
Secretary's File (3) ✓
SHA-Anne Arundel County file
SHA-Frederick County file
SHA-Wicomico County file

Secretary's File

No. 58592



THIS AGREEMENT, made this 16th day of March, 1976, by and between the STATE HIGHWAY ADMINISTRATION of the DEPARTMENT OF TRANSPORTATION OF MARYLAND, acting for and on behalf of the STATE OF MARYLAND (the "Administration"), and City of Annapolis, Anne Arundel County MARYLAND (the "local agency"),

WITNESSETH:

WHEREAS, the local agency desires to make improvements to roads, bridges, traffic signals, or other highway-related facilities, or to engage in a safety or other highway-related project, either on or off the federal-aid system of highways (the "Project"), as described in a letter of approval signed by proper officials of the local agency and of the Administration; and

WHEREAS, the Federal-Aid Highway Program Manual, Volume 6, Chapter 4, Section 1, Subsection 6, sets forth procedures whereby services and facilities of local government may be utilized on federally aided projects and requires that an agreement be executed between the Administration and the local agency, setting forth the conditions under which any project would be implemented; and

WHEREAS, the Administration has accepted the proposal of the local agency and agrees to assist in the administration of the proposal; and

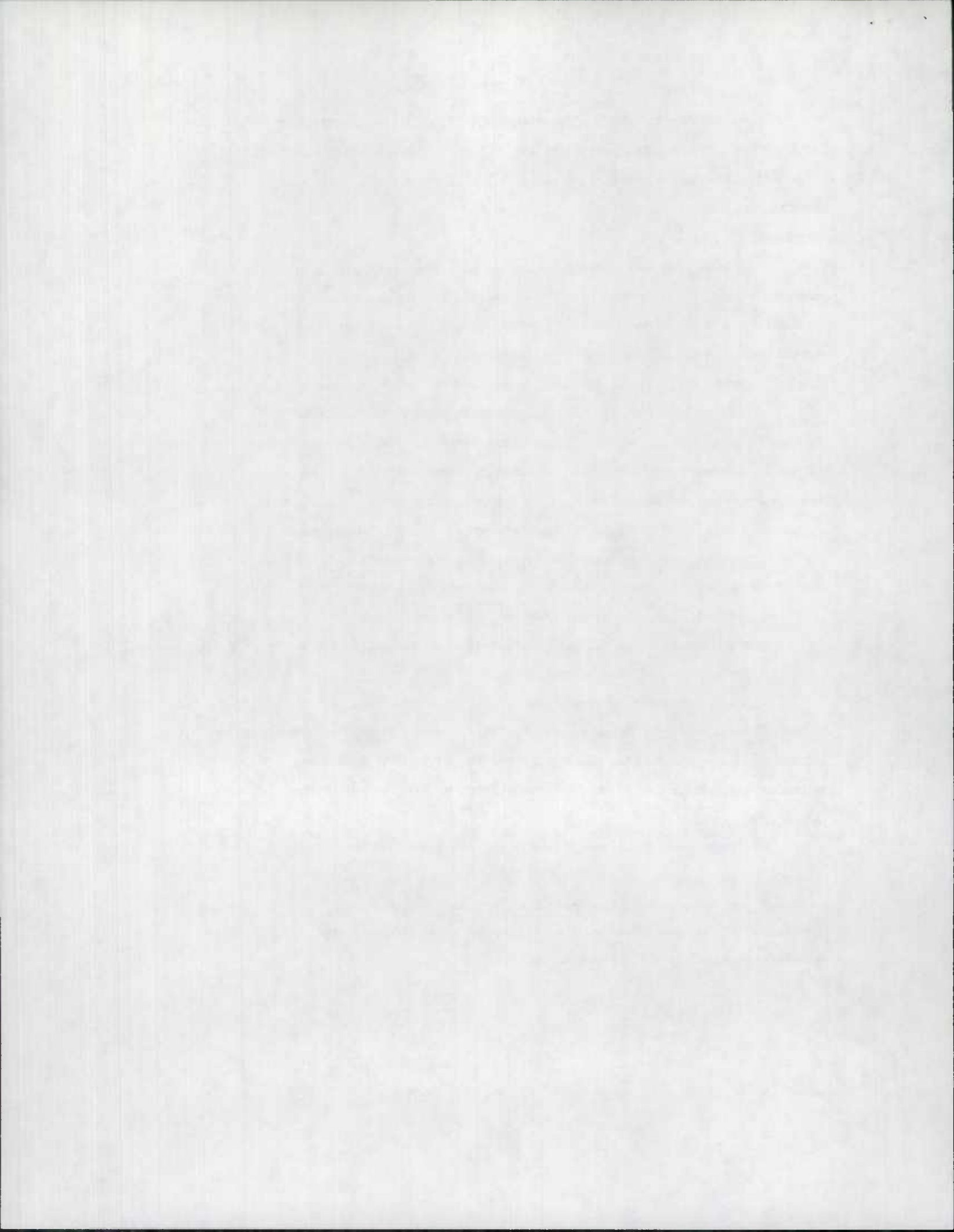
WHEREAS, the local agency proposes to utilize federal funds for the Project and agrees to participate in financing the Project to the extent of all costs in excess of federal participation; and

WHEREAS, the Administration finds that the Project can be satisfactorily completed in an economic and expeditious manner under the direction of the local agency, and that the local agency is adequately staffed and suitably equipped to direct Project work, subject to the approval of the Administration; and

WHEREAS, the local agency desires to cooperate with the Administration in carrying out the Project, in accordance with the regulations, policies, and procedures of the Federal Highway Administration, and with provisions of the Administration's Certification Acceptance document effective December 1, 1975, where applicable;

Secretary's File

No.



NOW, THEREFORE, THIS AGREEMENT WITNESSETH, that in consideration of the payment of One Dollar (\$1.00) by each party to the other, receipt of which is hereby acknowledged, and of the mutual promises contained in this Agreement, the Administration and local agency agree as follows:

1. Plans and Specifications

(a) The Administration or the local agency, or both jointly, shall make the studies necessary for the development of the Project, perform preliminary and final design work, and prepare specifications, estimates, and contract plans, either with their own forces or by utilizing the services of an approved Consulting Engineer.

(b) In developing plans and specifications, either party shall use the Administration's approved Book of Standards to the maximum extent practicable; and the standard specifications of the Administration shall apply unless other specifications are adopted.

(c) All project work shall comply with State Specifications in effect and pertinent thereto at the time of project initiation and no other or different specifications may be adopted on the items covered by those specifications.

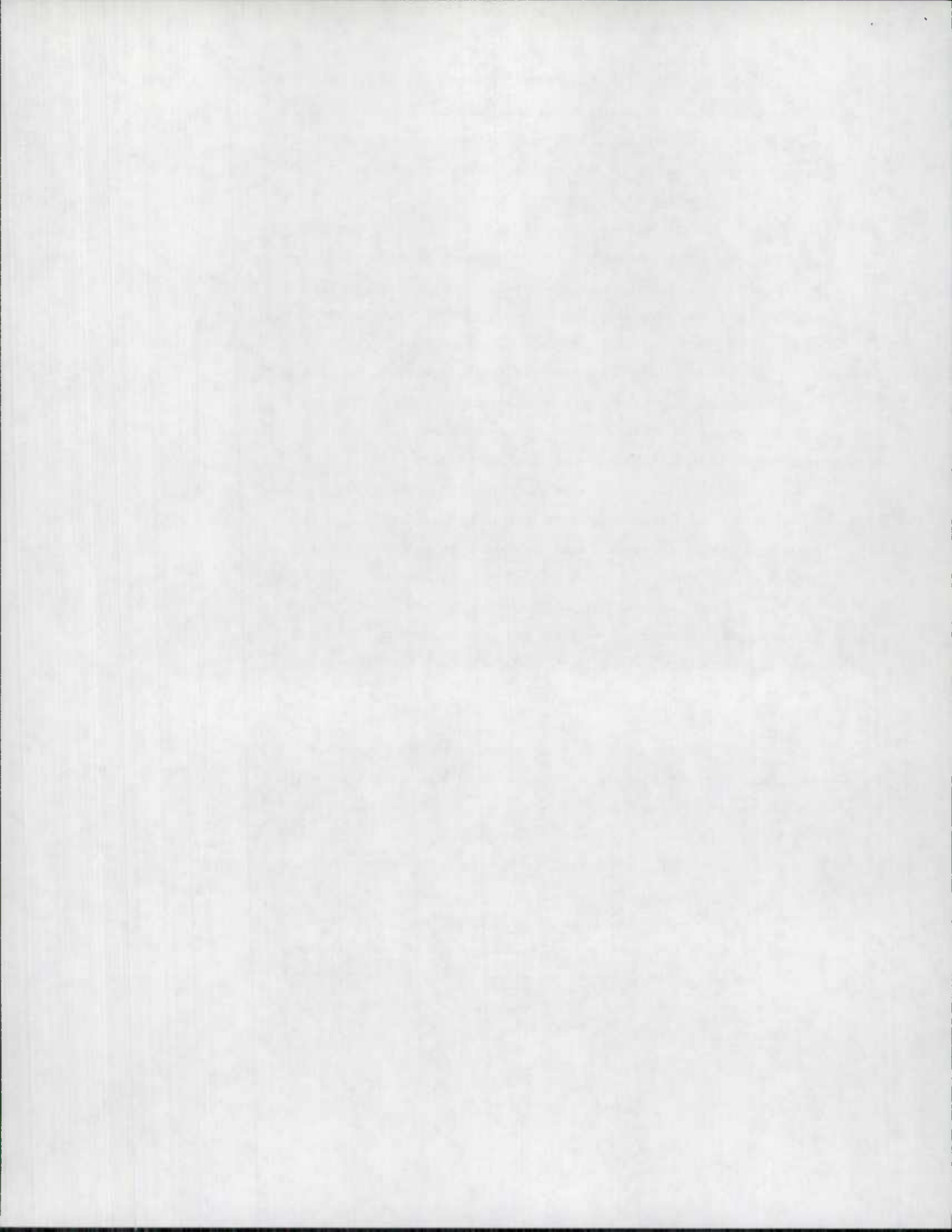
(d) All materials incorporated in the Project shall be tested, at the testing laboratory of the local agency or the Administration, and shall be incorporated in the work only after they have been accepted as meeting pertinent specifications.

2. Rights-of-Way

(a) The methods by which rights-of-way shall be acquired are detailed in this section. The local agency must select that method which applies and reference that specific method in the Project Supplemental Letter.

(1) If the local agency expects federal participation in right-of-way acquisition costs, the following method would apply:

"The local agency shall provide all necessary rights-of-way, in compliance with the conditions governing acquisition of rights-of-way with federal participation, set forth in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970,



Public Law 91-646, 42 U.S.C. § 4601-4655 and any supplementary amendments, at no expense to the Administration and in accordance with the local agency's own Right-of-Way Manual. As required by the Federal-Aid Highway Program Manual - Volume 7, Chapter 1, Section 2 and Paragraph 6 the local agency shall, prior to acquiring any right-of-way, prepare a local agency Right-of-Way Manual acceptable to the Administration and the Federal Highway Administration."

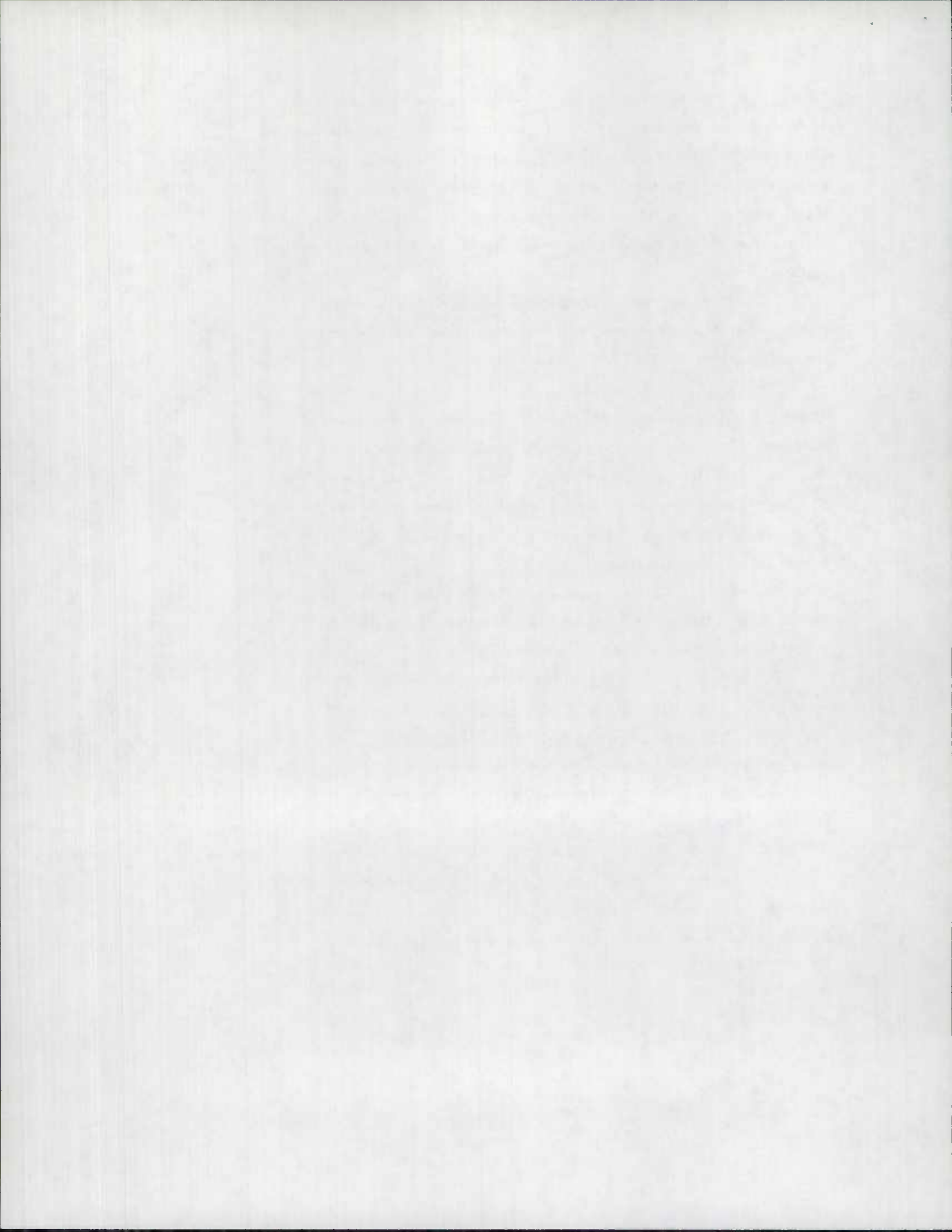
(2) If the local agency expects to receive federal-aid participation in construction or engineering costs, but not in right-of-way acquisition costs, the following would apply:

"The local agency shall provide all the 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 Policies Act of 1970, Public Law 91-646, 42 U.S.C. § 4601-4655 and any supplementary amendments and in the Federal-Aid Highway Program Manual, as amended, at no expense to the Administration or the Federal Highway Administration."

(3) If the local agency requests the Administration to perform some of the right-of-way services as required in Sections (1) and (2), the applicable part(s) of the following should be used:

"If the local agency requests, the Administration shall provide title, right-of-way plan preparation, right-of-way plat preparation, appraisal, appraisal review, relocation assistance, and negotiation services, at the expense of the local agency. The local agency is responsible for providing all other services in connection with right-of-way acquisition at their own expense."

(b) If the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and the Federal-Aid Highway Program Manual, and amendments to the Act or the Manual, are not complied with, neither the Administration nor the Federal Highway Administration will participate in the cost of preliminary engineering, the cost of construction, or any other cost of the Project.



3. Performance of Project Work

(a) All Project work shall be performed in accordance with plans, estimates, and specifications prepared in accordance with Section 1, above, approved in advance, by the Administration, if Certification Acceptance Policy is applicable, or by the Administration and the Federal Highway Administration, if Certification Acceptance Policy is not applicable.

(b) The local agency shall either perform project work with their own forces (all Force Account Work shall comply with Volume 6, Chapter 4, Section 1, Subsection 14 of the Federal-Aid Highway Program Manual); or advertise, receive bids, and award a contract or contracts for the performance of the work (all Contract Procedures shall comply with the provisions of Volume 6, Chapter 4, Section 1, Subsection 6 of the Federal-Aid Highway Program Manual). Forces performing the work shall be acceptable to, and approved in advance, by the Administration, if Certification Acceptance Policy is applicable, or the Administration and the Federal Highway Administration, if Certification Acceptance Policy is not applicable.

4. Changes and Additional Work

(a) All changes to the Project work shall be acceptable to, and approved in advance, by the Administration, if Certification Acceptance Policy is applicable, or be acceptable to, and approved in advance, by the Administration and the Federal Highway Administration, if Certification Acceptance Policy is not applicable.

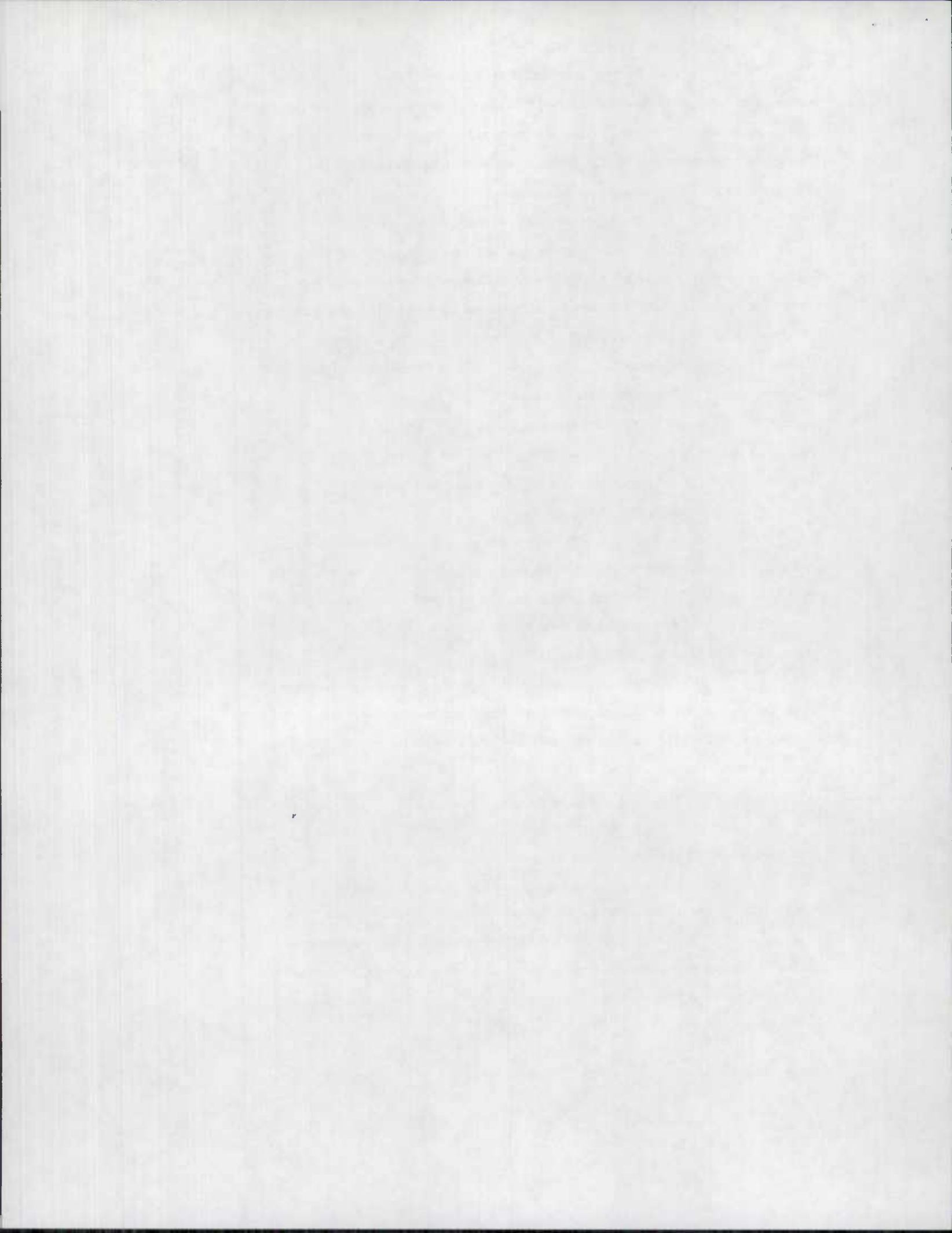
(b) The cost of any change or additional work that has not been approved by the Administration or by the Administration and the Federal Highway Administration, as the case may be, shall be borne solely by the local agency.

5. Inspection

(a) Project work is subject at all times to inspection by representatives of the Administration and of the Federal Highway Administration

(b) The local agency shall supply inspection forces in the number and having the qualifications specified by the Administration.

(i) The number and qualifications of the inspection forces shall be determined in accordance with standards generally applied on other comparable Administration contracts.



(ii) The local agency may supply the inspection forces by assigning its own personnel, by utilizing the services of a consultant acceptable to the Administration, or by utilizing available Administration personnel.

(iii) The Administration, at the request and expense of the local agency, shall provide its construction inspection forces, if available.

(c) The local agency's supplying of inspection forces does not relieve the Administration of the overall responsibility for the construction work to be performed pursuant to Volume 6, Chapter 4, Section 1 of the Federal Highway Program Manual.

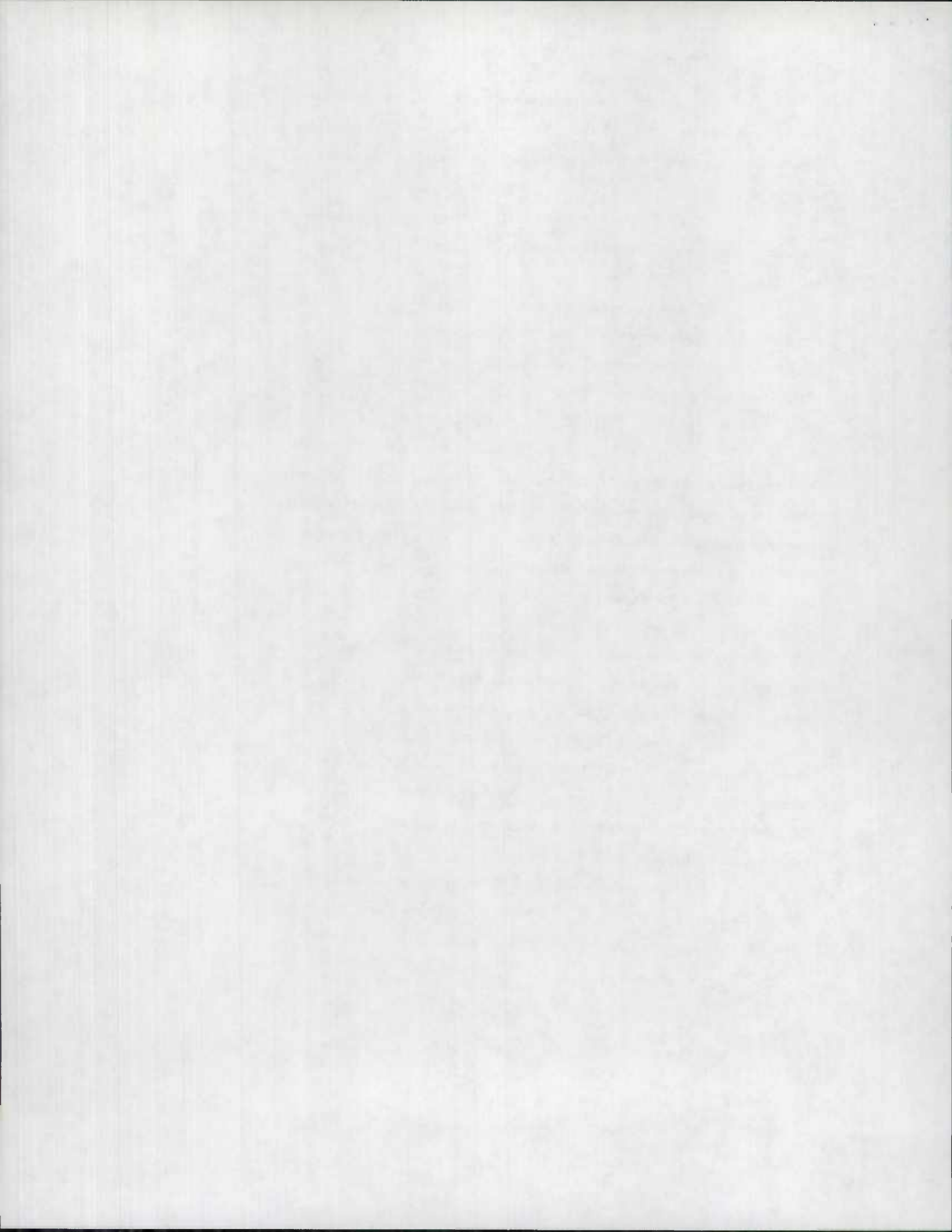
6. Payment

(a) The local agency shall be reimbursed for all eligible Project costs to the extent of the amount of the Federal Project Agreement. Reimbursement shall be made through the Administration on a monthly basis; however, if costs incurred by the local agency during any month does not amount to at least One Thousand Dollars (\$1,000.00), the local agency shall withhold its claim for payment until One Thousand Dollars (\$1,000.00) or more can be claimed.

(b) Final reimbursement shall be made to the local agency upon the acceptance of the project by the Federal Highway Administration, and after a satisfactory audit of local agency records has been performed.

(c) The local agency shall maintain, in readily accessible files, all payrolls, contract documents, and all other original source documents relating to the Project costs, for a period of not less than three (3) years after the Federal Highway Administration makes the final payment of its share of Project costs.

(d) The Administration shall be reimbursed by the local agency promptly upon receipt of an invoice for services rendered and all expenses the Administration has incurred on behalf of the local agency.



(i) Reimbursement shall cover direct salary costs of personnel assigned to the Project, (which includes the appropriate payroll additives); all non-salary direct costs, including, but not limited to, payments to contractors or consulting engineers, travel, supplies, equipment utilization, plus the prevailing Administration and General overhead rate as applied to direct costs.

(ii) Final determination of costs will be made after all claims are satisfied and adjustments will be made accordingly. If for any reason the local agency fails to pay any portion of said Project(s) costs, the Administration is hereby authorized to deduct such costs from the local agency's share of the Maryland State Highway User Revenue due it.

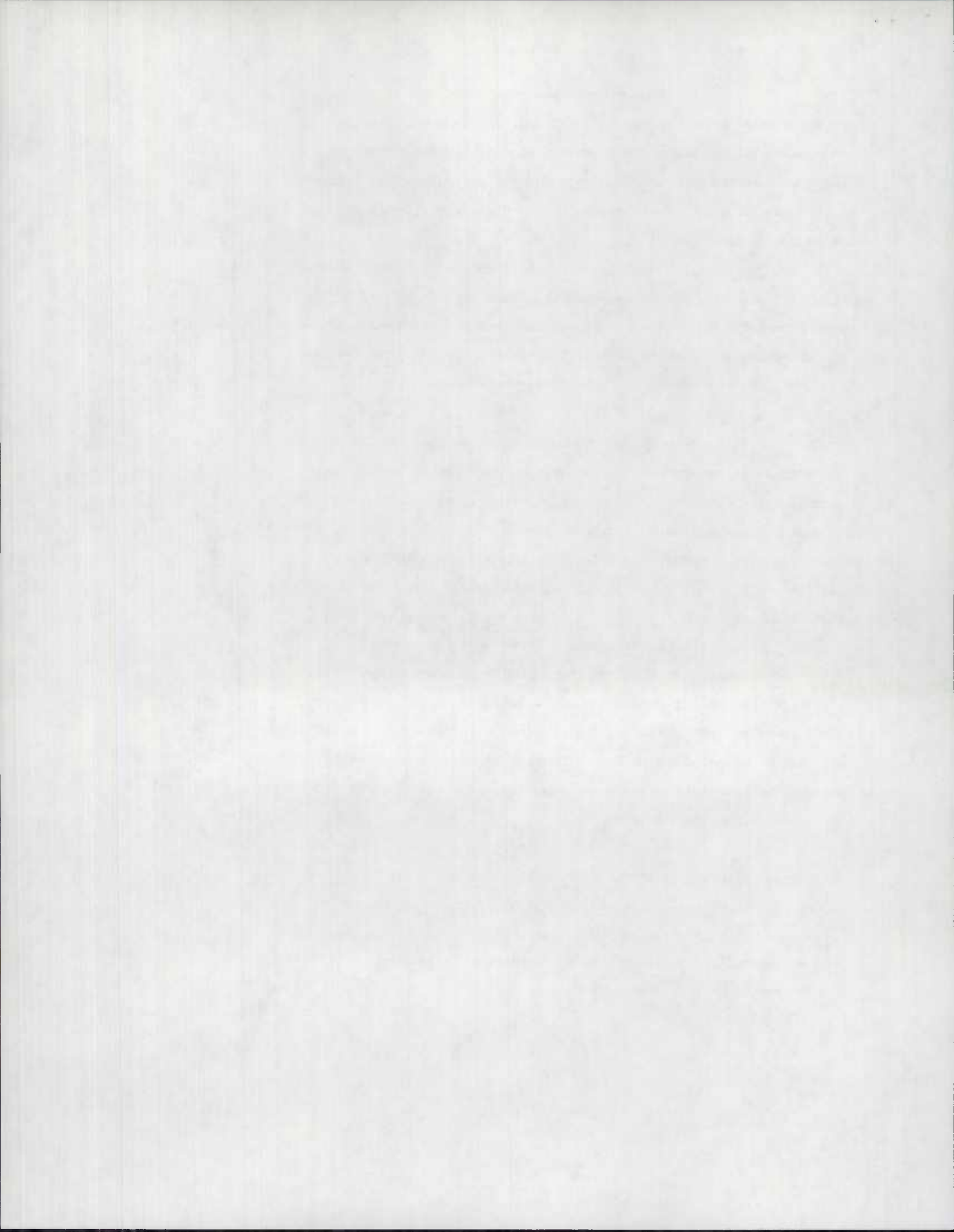
7. Material Testing

All materials incorporated in the Project(s) shall be tested and shall be incorporated in the work only when accepted as meeting the pertinent specifications. The testing laboratory of the Administration may be used for this purpose, if available; however, the local agency may select their own testing facility, provided prior approval has been obtained and certified with the Administration and that the State Standards and Specifications are adhered to.

8. Operation and Maintenance of Project Improvements

(a) After the completion of the project and acceptance by the Administration, and the Federal Highway Administration, the local agency shall keep open and maintain all Project improvements in a manner satisfactory to the Administration and the Federal Highway Administration. Where unsatisfactory maintenance is called to the attention of the local agency, immediate corrective action shall be taken.

(b) All necessary traffic control devices shall be installed as integral parts of the Project. All signs, signals, and markings shall conform to the Manual on Uniform Traffic Control Devices for Streets and Highways, published by the Federal Highway Administration. The operation and maintenance of all traffic control devices are the responsibility of the local agency.



(c) Appropriate traffic control regulations are in effect in the local agency to cover the operation of Project improvements. The enforcement of those regulations is the responsibility of the local agency.

(d) If the local agency fails to fulfill its responsibilities under this Section, it shall be disqualified from receiving federal aid for future projects for which it will have maintenance responsibility. Federal funds shall be withheld from those future local agency projects until a traffic engineering staff, satisfactory to the Administration, has been established and is properly functioning, until deficiencies in regulations have been corrected, or until Project improvements have been brought to a satisfactory condition of maintenance.

9. Railroads and Utilities

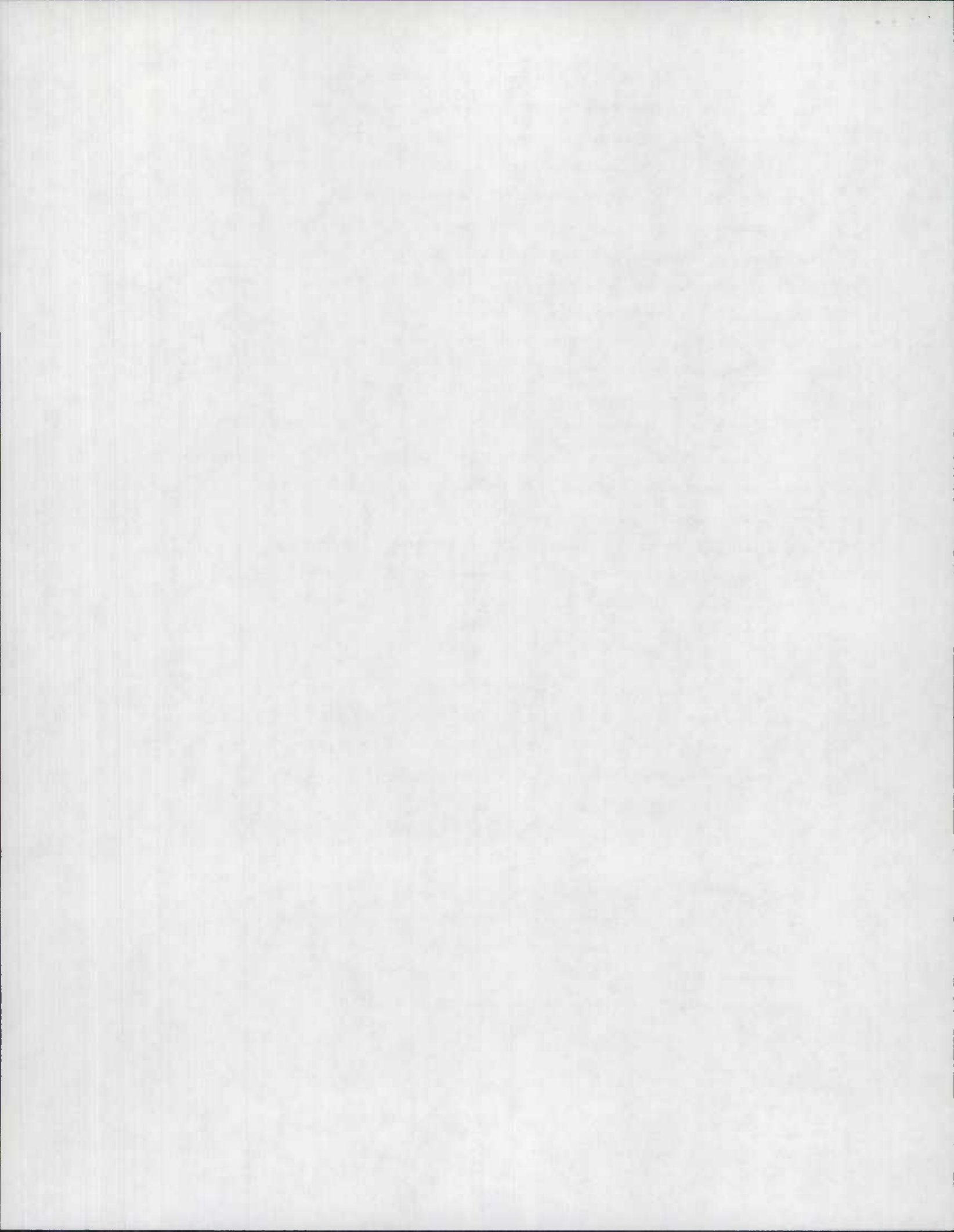
For the local agency to be eligible to receive federal funds for any qualified utility or railroad relocation, all work shall comply with the provisions of Volume 6, Chapter 6 of the Federal-Aid Highway Program Manual, where applicable. (Reimbursement of Railroad or Utility Work shall comply with the provisions of Volume 1, Chapter 4, Sections 3 and 4 of the Federal-Aid Highway Program Manual). The local agency shall also comply with Volume 6, Chapter 5, Section 2 of the Manual, if Certification Acceptance Policy is applicable.

10. Indemnity

The local agency shall save the Administration and the State of Maryland harmless from all liability adjudged in any law or equity suit for or on account of Project work undertaken by the local agency, and from all liability whatever, either directly or indirectly related to that work.

11. Nondiscrimination

In performing any work under, or in connection with this Agreement, the local agency shall comply with all regulations of the United States Department of Transportation and with all applicable laws and regulations of the State of Maryland or any agency of the State of Maryland, relating to nondiscrimination in employment or hiring practices. The local agency shall also include, in any contract it lets for any part of the Project work, a provision requiring the contractor to comply with those laws and regulations.



12. Binding Effect

This Agreement shall enure to and be binding upon the parties and their successors and assigns.

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

STATE HIGHWAY ADMINISTRATION

WITNESS: P. J. Heindel By: William O. Truse
Deputy State Highway Administrator

APPROVED:

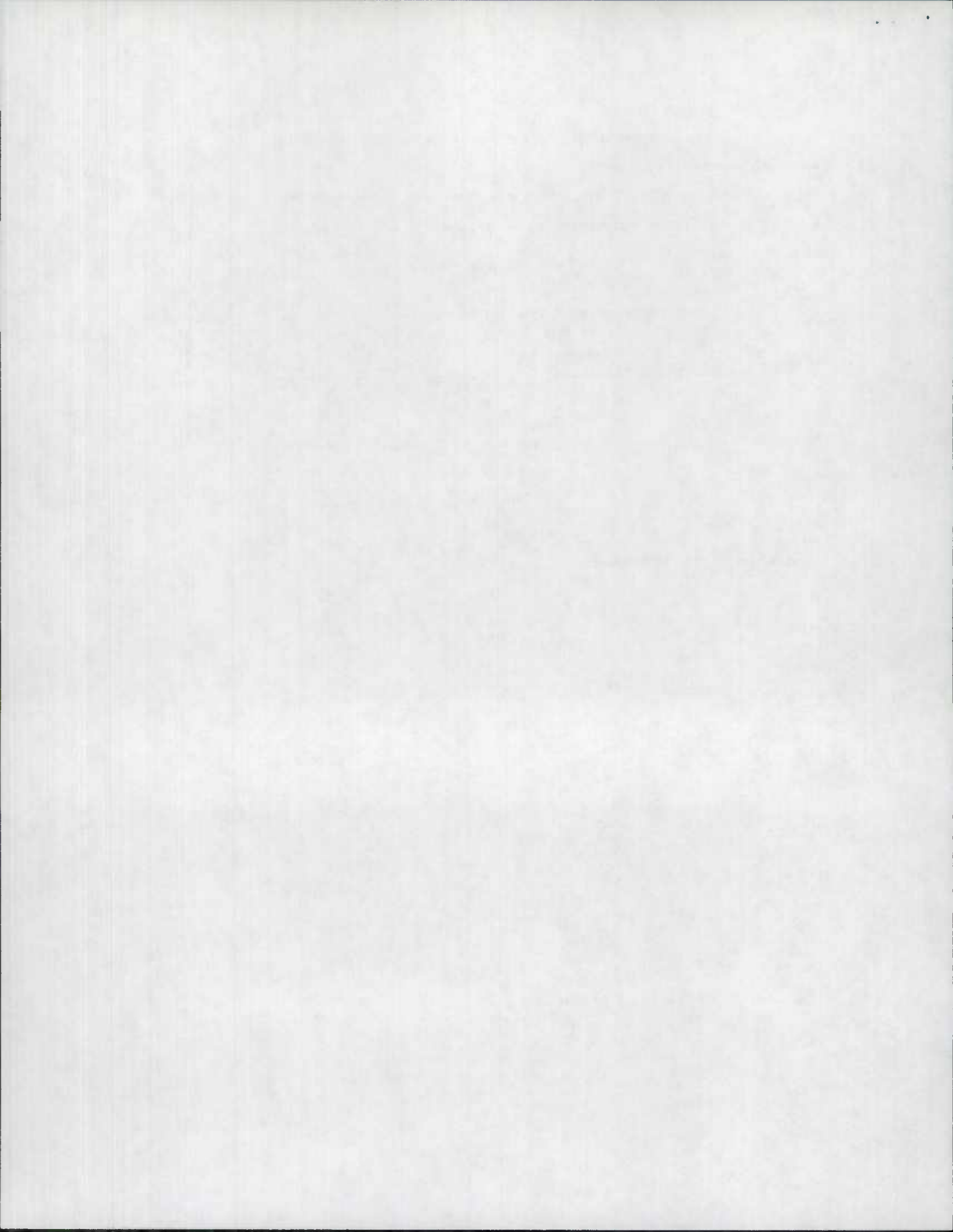
Approved as to form and legal sufficiency,
this 3 day of March,
1948:

Hyatt D. Downs
Chief Engineer

Marion Polsch
Special Attorney

ATTEST:

By: _____



Name of the LOCAL AGENCY CITY OF ANNAPOLIS
ANNE ARUNDEL County, Maryland.

ATTEST: Margaret D. Buis J. C. Galt
Local Officiating Officer

Approved as to form and legal sufficiency this 19th day of December,
1977.

Joseph M. Jones
Attorney

Gray L. Hoffman P.E.
Director of Public Works

Burton S. Lesser, P.E.
Local Engineer

