

*To Mike Boyle  
copy BR&L*



THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION  
8787 Georgia Avenue • Silver Spring, Maryland 20910-3760

RECEIVED

(301) 495-4613

SEP 29 1993

September 24, 1993

HIGHWAY INFORMATION  
SERVICES DIVISION

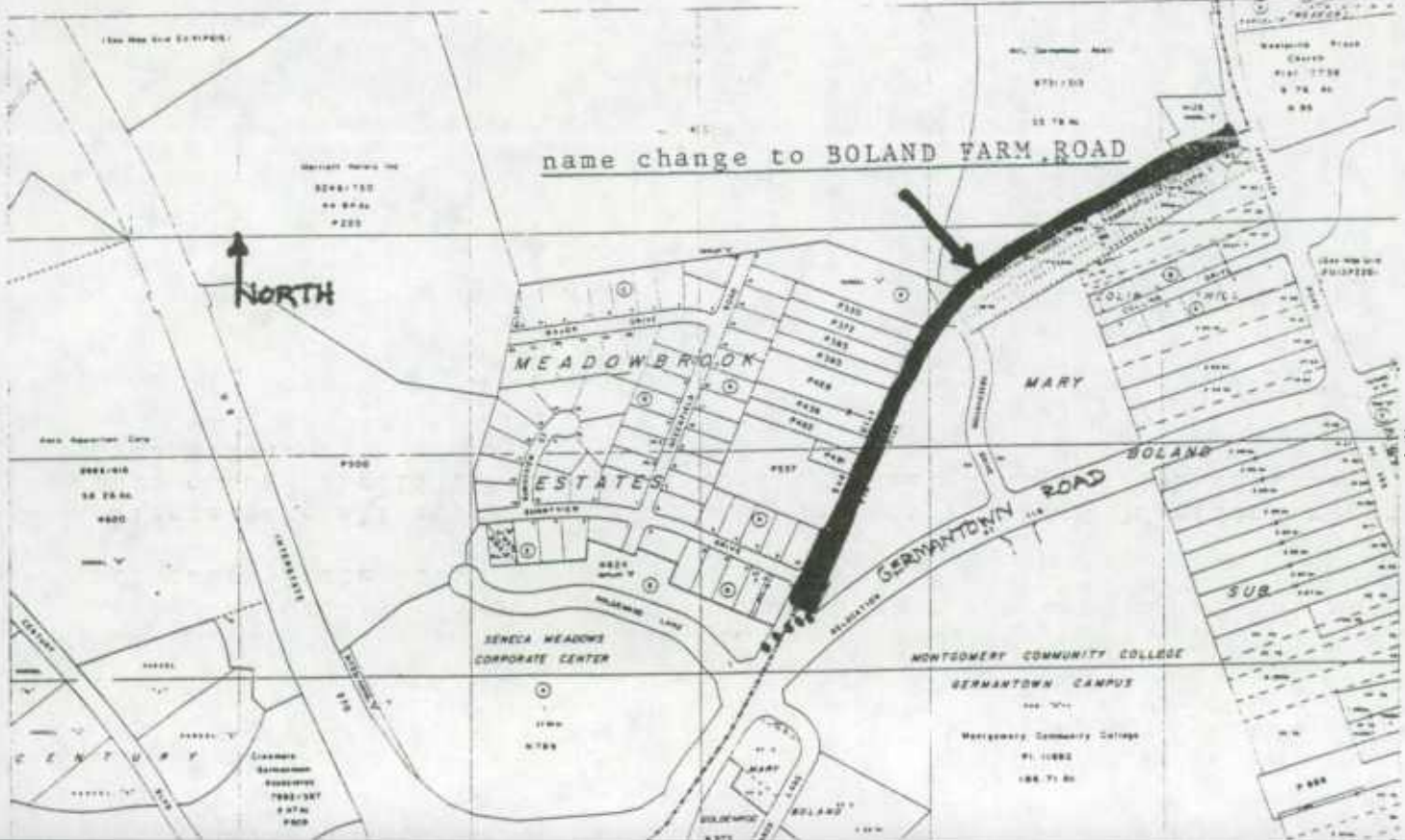
NOTICE OF STREET NAME CHANGE

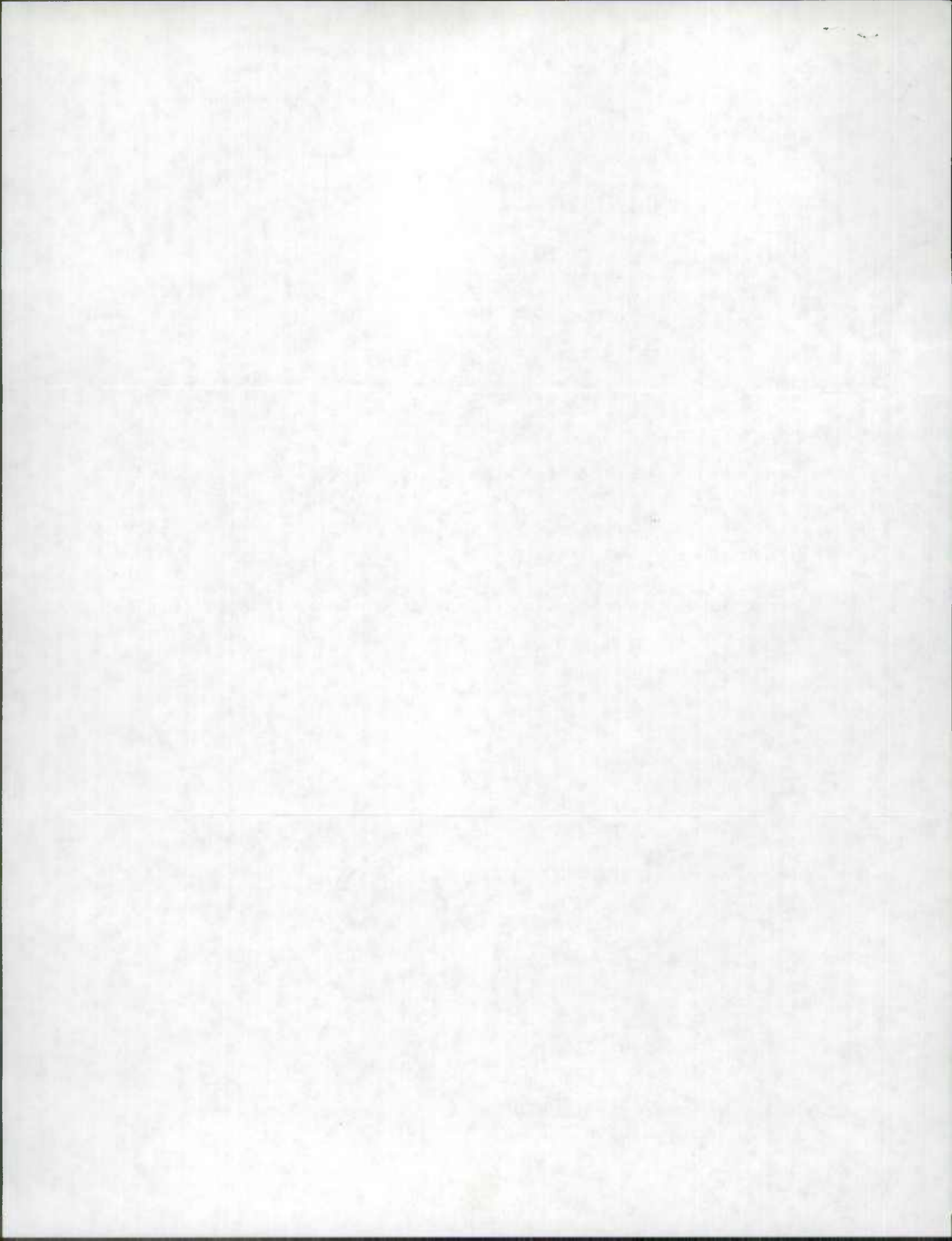
On January 9, 1992 the Montgomery County Planning Board changed the name of a section of Darnestown Germantown Road (State Rt. 118) to BOLAND FARM ROAD due to road relocation.

This name change will require a change of address for all residents or businesses in the 20300 through and including the 20600 blocks. Construction schedules indicate that new street signs would be installed in approximately mid-October to coincide with the opening of the new relocated Route 118.

Please make all appropriate changes to your records. Questions regarding this change should be addressed to the Street Name Section of this Commission.

*Fred H. Flaherty*  
F.H. Flaherty  
Street Name Section





RECEIVED

MAY 18 1993

HIGHWAY INFORMATION  
SERVICES DIVISION

# MONTGOMERY COUNTY

The Germantown Gazette  
4-14-93

## Progress continues on Rte. 355, 118

by Jeff Allanach  
Staff Writer

Motorists are now able to drive on the new portion of Maryland Route 355 near Maryland Route 118 as progress continues on the improvements to the two streets in Germantown.

According to Mark Aebig, the Montgomery County monitor of the \$4.5 million construction project, the two-phase project consists of widening Route 355 and the extension of Route 118 through Montgomery College.

Initial widening of Route 355, the first phase of the project, began last fall and should be finished in July. It extends from Oxbridge Drive to Neelsville Presbyterian Church. The county is making that portion of the road two lanes both ways with left and right turning lanes, said Aebig.

"We've been concerned this week with getting traffic onto the new portion by Thursday (April 8)," said Aebig. (Please see 355, A-37)

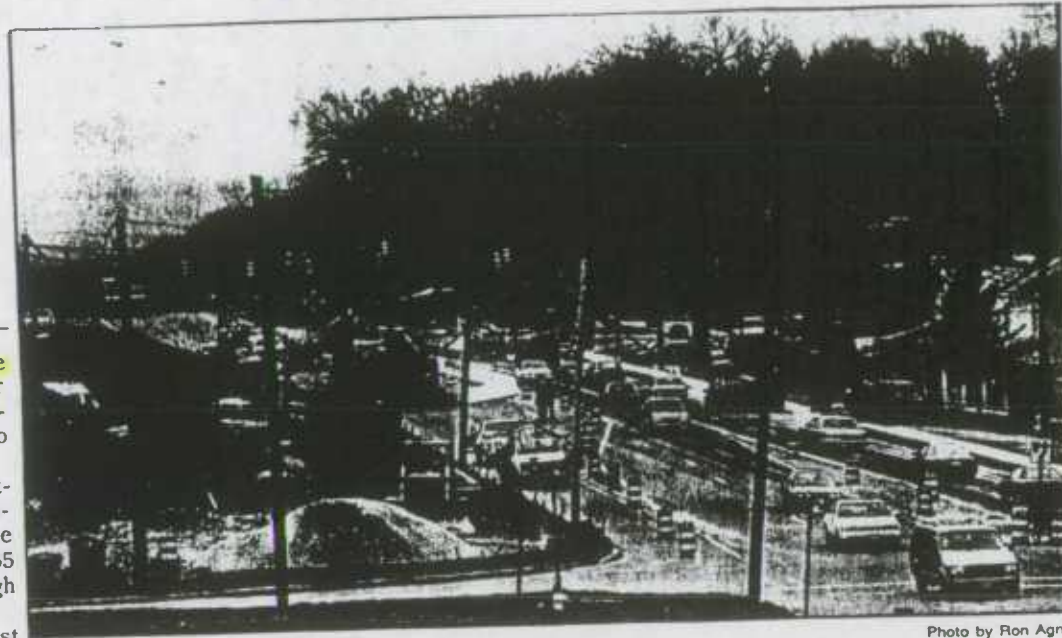


Photo by Ron Agnr

Crews and heavy equipment moved to the northbound lanes of Route 355 in Germantown last week to complete the highway widening. Work is expected to be completed in mid-August.

### 355

(Continued from page A-1)  
"We're going to be dropping (the old portion) down to a lower grade for the intersection of the relocated 118 and 355."

He said work crews began to remove the pavement from the old portion of Route 355 and some of the dirt to level the road out with the new Route 118 late last week. The old portion of

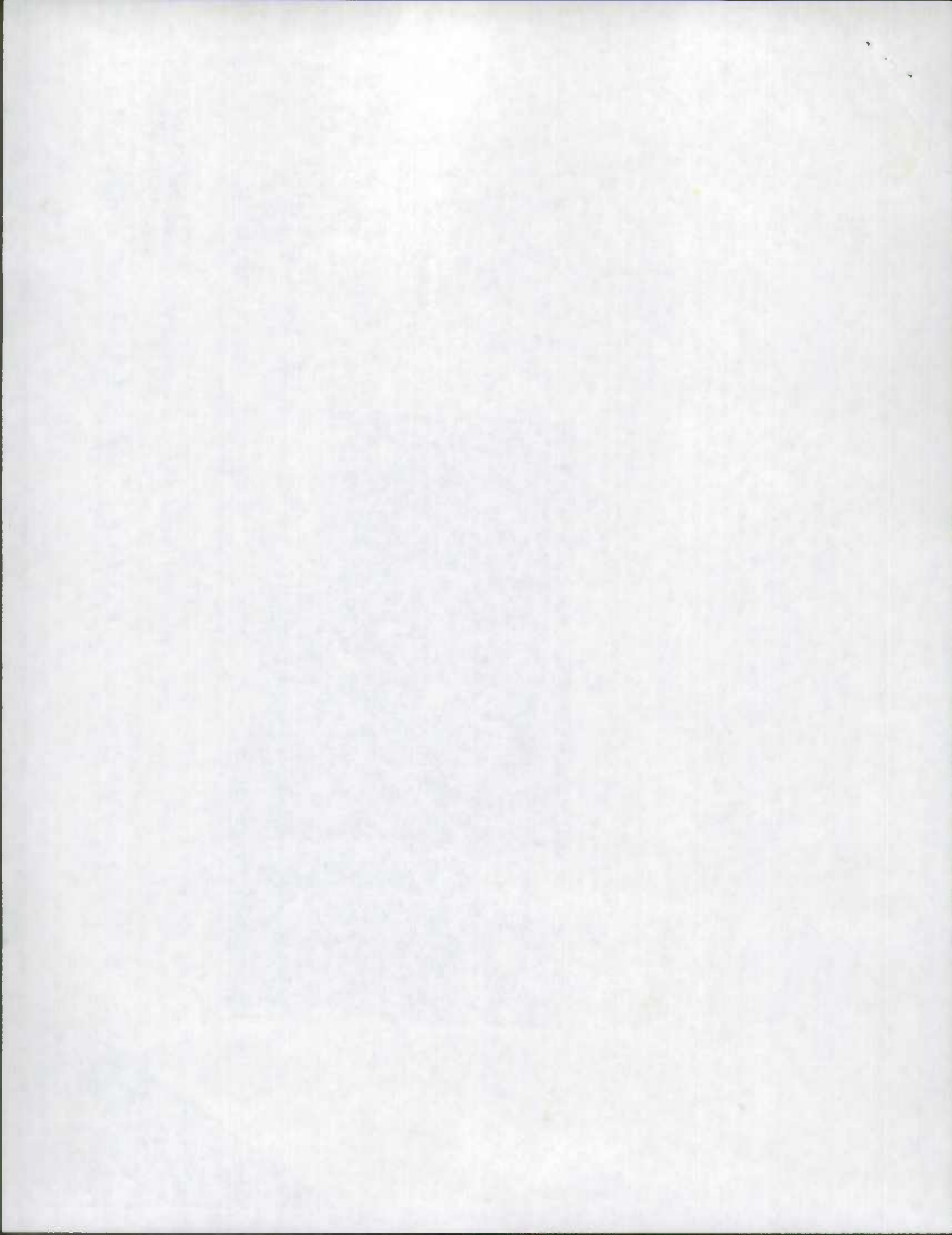
Route 118 will then become a cul-de-sac and private entrance near Sunnyview Drive in the Meadowbrook Estates subdivision, said Aebig.

The majority of the work for relocating Route 118 was done last summer and will finish the tie-in with Interstate 270. Aebig did not know precisely when the new portion of Route 118 would provide access to Montgomery College, but that the contractor, Pavex, Inc., will conduct finish-

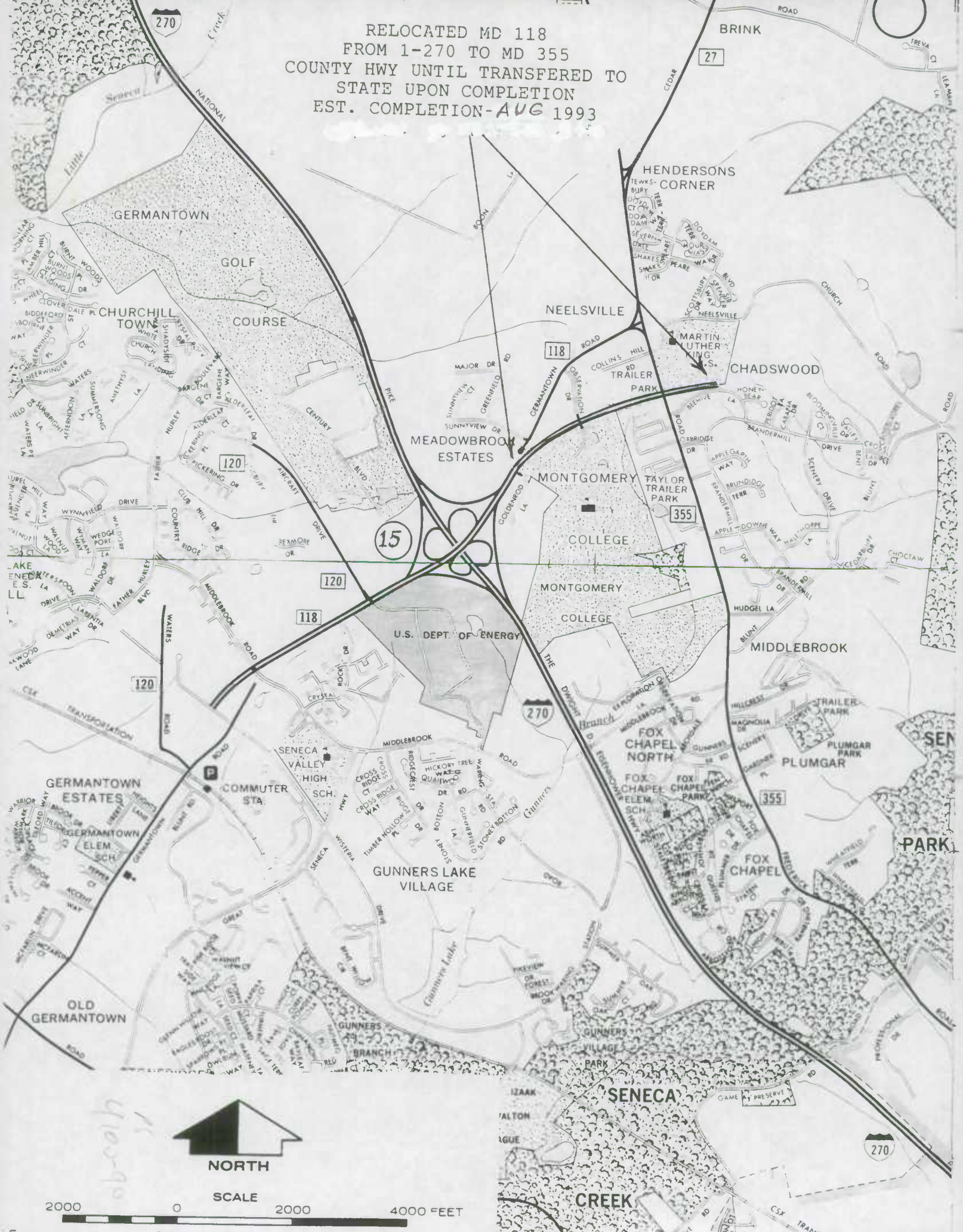
ing operations on both phases simultaneously and is scheduled to finish the work by Aug. 18.

Despite the heavy rain and precipitation that plagued the area in March, the wetness did not prove to be a problem for the work crews. It merely created more potholes on the old section of Route 355.

"The rain contributed to the deterioration of the old 355, but we maintained that routinely," said Aebig.



RELOCATED MD 118  
FROM 1-270 TO MD 355  
COUNTY HWY UNTIL TRANSFERED TO  
STATE UPON COMPLETION  
EST. COMPLETION-AUG 1993



NORTH

SCALE

2000 0 2000 4000 FEET

Blank page

FRANK NEVILL

MARYLAND ROUTE 118 AGREEMENT

This agreement, executed in duplicate made and entered into this 3rd day of October, 1986, by and between the State Highway Administration of the Maryland Department of Transportation, acting for and on behalf of the State of Maryland, hereinafter called the "ADMINISTRATION" and Montgomery County, a political subdivision of the State of Maryland, hereinafter called the "COUNTY".

WITNESSETH:

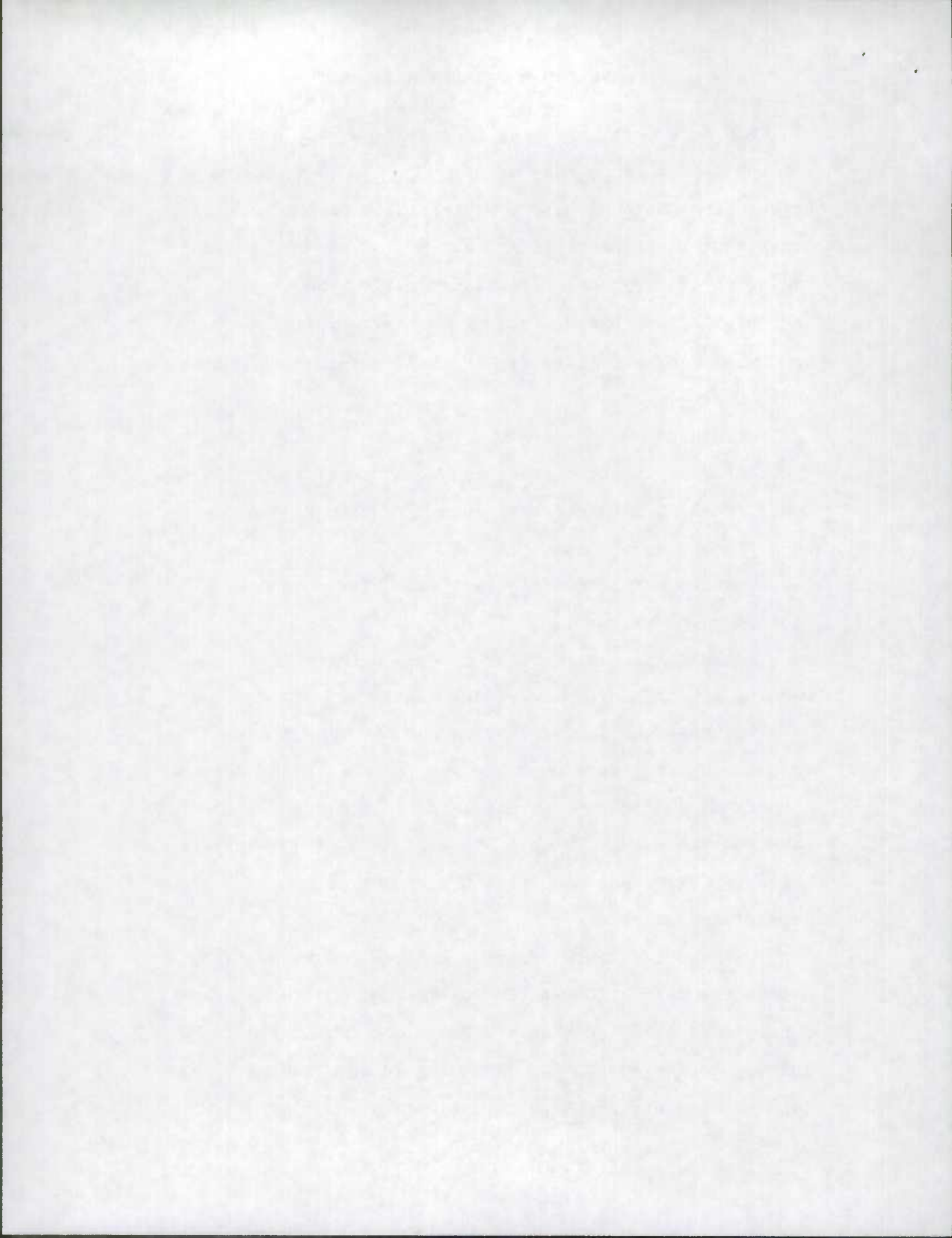
WHEREAS, in recognition by the ADMINISTRATION and the COUNTY that MD 118 from Riffle Ford Road to MD 355 needs capacity and safety improvements, and:

WHEREAS, State funding is limited for secondary highway projects, and;

WHEREAS, the ADMINISTRATION does not intend to seek Federal funding for this project, and;

WHEREAS, the ADMINISTRATION and the COUNTY have encouraged local developers to form a "road club" for the purpose of funding and/or participating in the construction of MD 118 on a new alignment, from Wisteria Drive to I-270 under COUNTY and ADMINISTRATION supervision, and;

WHEREAS the ADMINISTRATION and the COUNTY mutually desire the relocation and improvement of MD 118 between Riffle Ford Road and Wisteria Drive and from I-270 to MD 355 to provide additional vehicular access, capacity, and improved geometrics, hereinafter called the PROJECT.





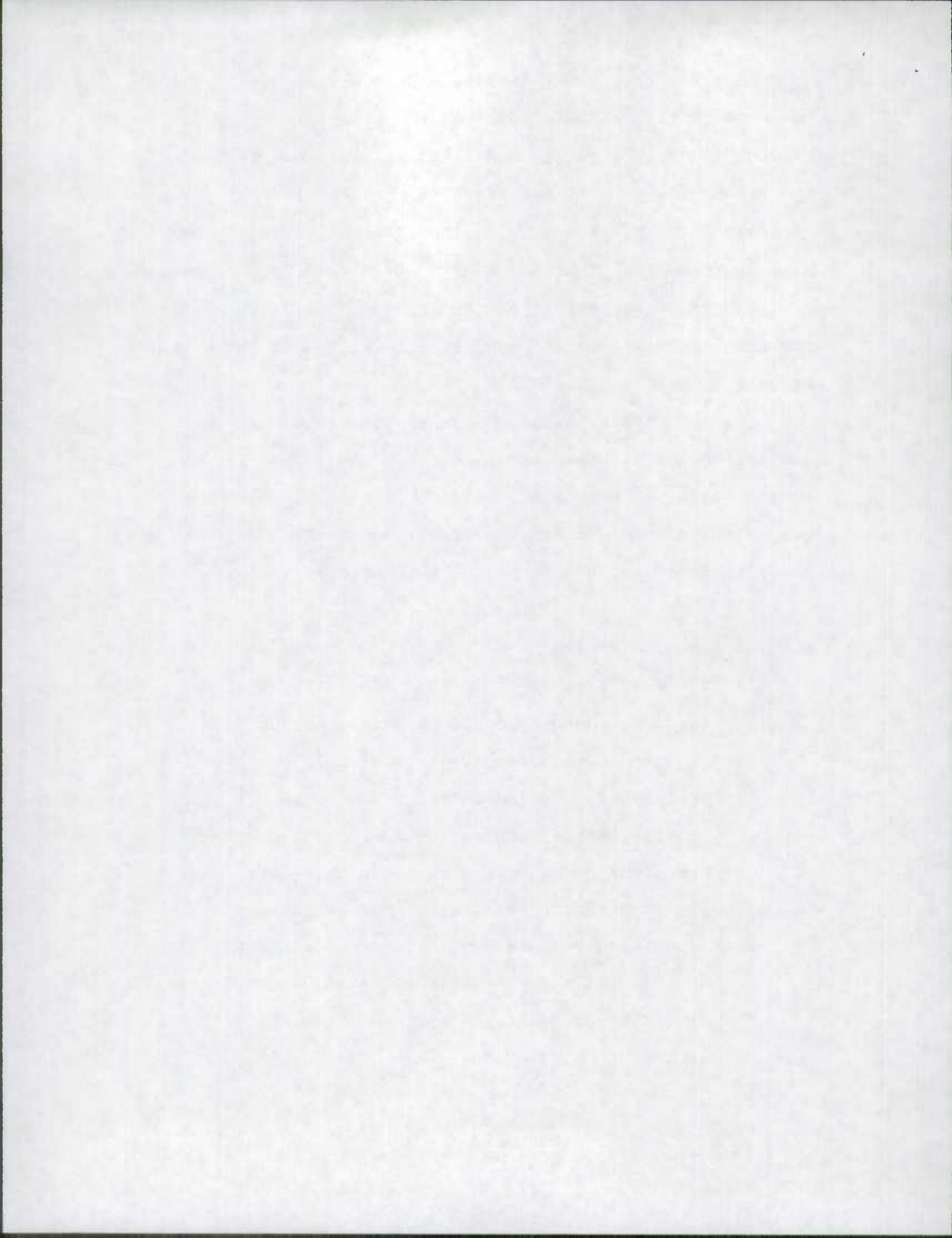
WHEREAS, the COUNTY desires and is willing to cooperate with the ADMINISTRATION in carrying out the PROJECT in accordance with the regulations and criteria of the State Highway Administration, Water Resources Administration and the Maryland Environmental Protection Act, and;

WHEREAS, the ADMINISTRATION and the COUNTY agree to the conditions set forth, contained herein under which the PROJECT will be implemented.

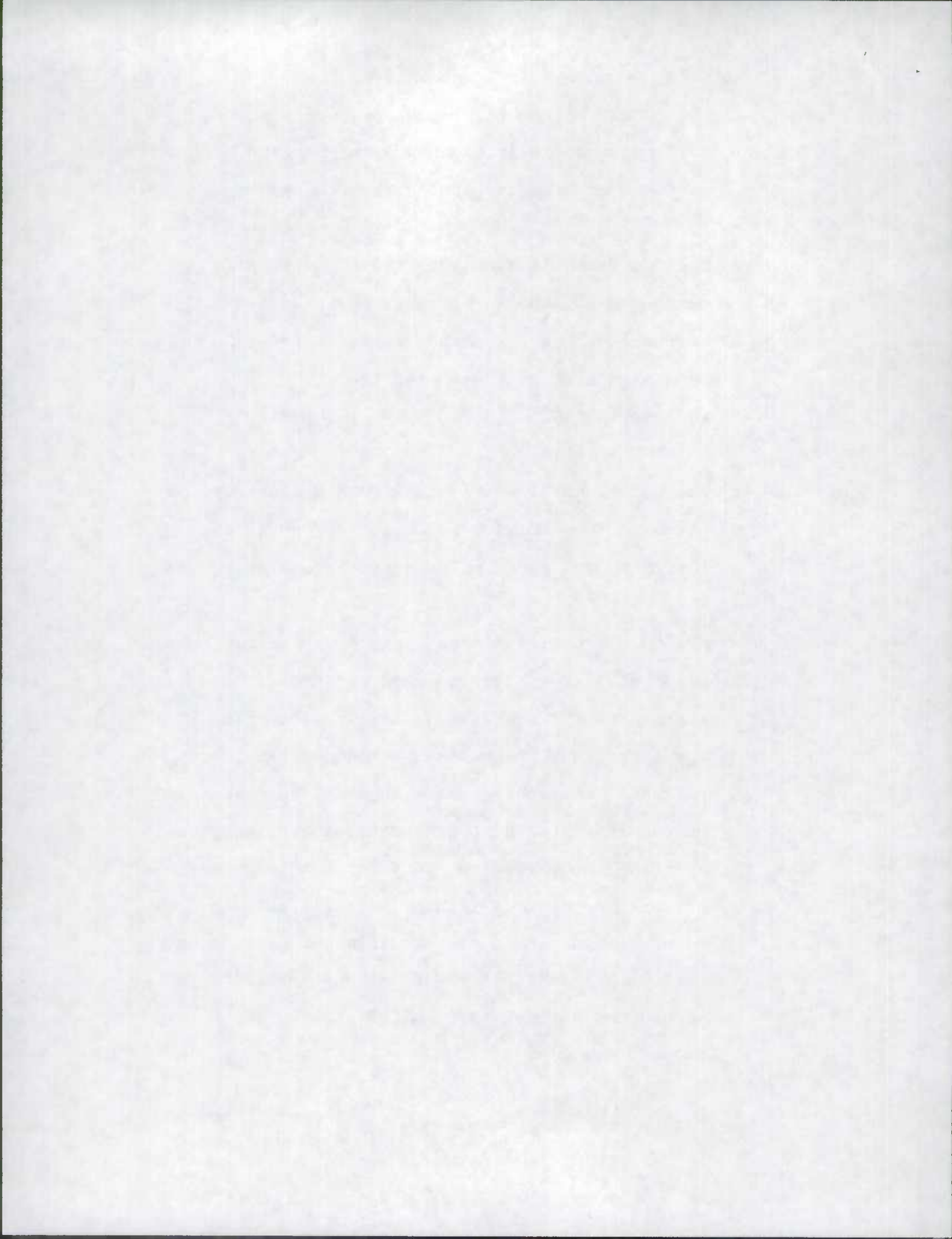
NOW, THEREFORE, this agreement witnesseth that for and in consideration of the payment of One Dollar (\$1.00) by each party to the other, receipt of which is hereby acknowledged, and further consideration of the respective benefits to and of the COUNTY hereby agree as follows:

A. Planning and Design

1. The COUNTY agrees to make preliminary studies, perform project planning studies, conduct required public involvement, if any, prepare preliminary and final designs, prepare specifications, contract plans, right-of-way metes and bounds plats, and estimates with their own forces or by utilizing the services of consulting engineers. Consultant agreements, if any, and final contract plans shall be to State criteria and subject to prior review and approval of the ADMINISTRATION.

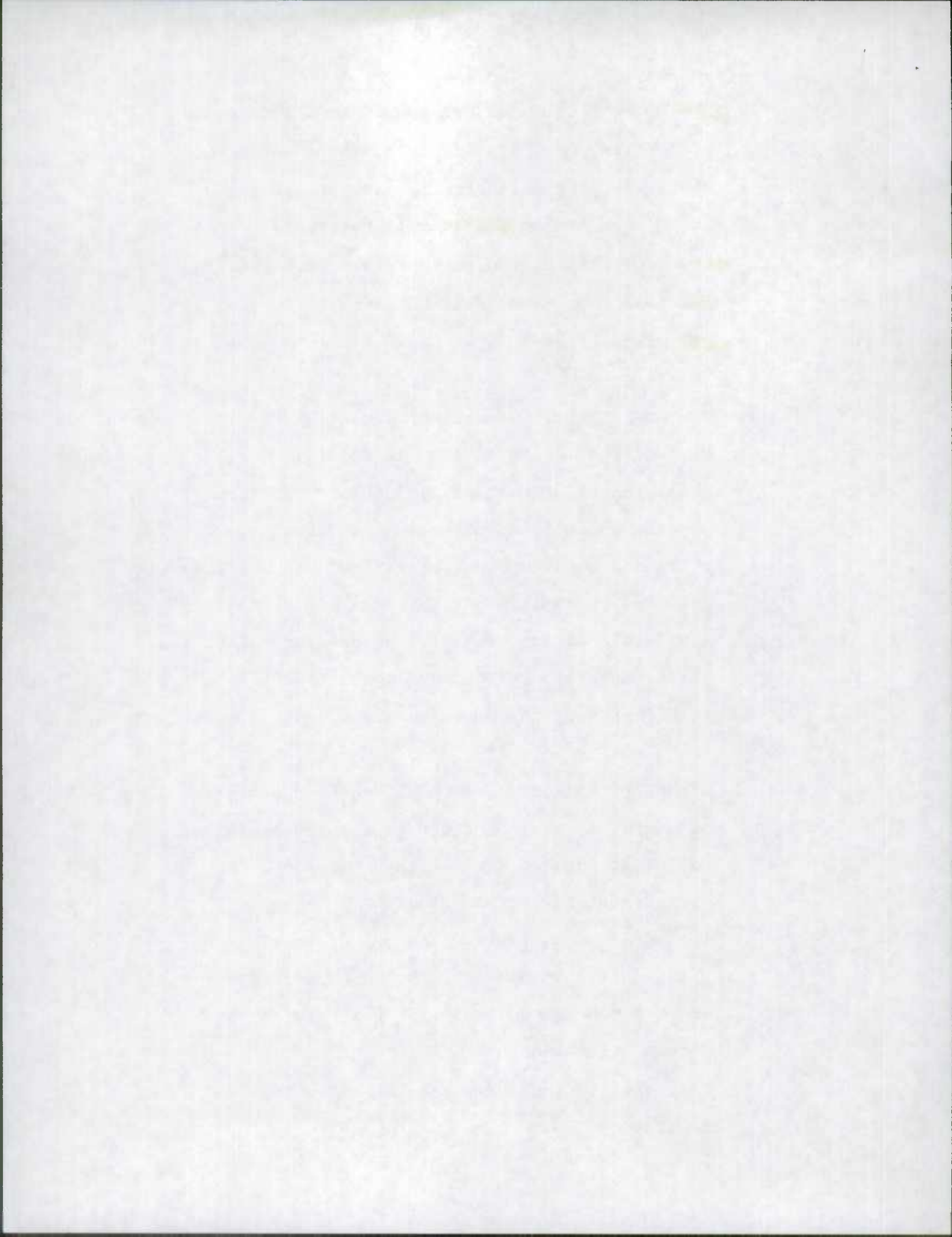


2. The COUNTY agrees to conduct project planning for the study in accordance with Maryland Environmental Protection Act procedures.
3. The COUNTY shall submit to the ADMINISTRATION completed studies at appropriate intervals for review and comment. Final approval for completed studies rests with the ADMINISTRATION.
4. The COUNTY shall submit the PROJECT construction plans to the ADMINISTRATION for review at the 30%, 60%, 90% and final stages of completion.
5. All COUNTY utility adjustments or installation plans shall be prepared in accordance with ADMINISTRATION standards. Said utility plans, specifications and metes and bounds plats, including any subsequent changes thereto shall be furnished to the ADMINISTRATION, for written approval, to the extent that its interests are affected. The COUNTY shall be the final authority on method of relocation or protection of COUNTY utilities, those methods to be in accordance with ADMINISTRATION utility procedures.



B. Right-of-Way

1. The COUNTY, using COUNTY staff and using ADMINISTRATION approved procedures and forms, agrees to accomplish preliminary right-of-way activities and to acquire all necessary right-of-way, titled to the State of Maryland for the use of the State Highway Administration.
  
2. The ADMINISTRATION shall obtain all Title Searches, after receiving all required preliminary information from the COUNTY for properties to be acquired, using forms, hourly rates and contract provisions for such services utilized by ADMINISTRATION. The ADMINISTRATION shall file all condemnation proceedings, litigate all condemnation cases, and conduct all settlements of condemnation cases.
  
3. The ADMINISTRATION and COUNTY shall jointly:
  - (a) agree to the selection of all Fee Appraisers solicited in accordance with the State Procurement Law (Comar 21);
  - (b) agree to all determinations of Fair Market Value/just compensation, as to form(s), fact(s), and reasonable conclusion(s) prior to any written offers being made;
  - (c) agree to the acceptance of all option contracts;



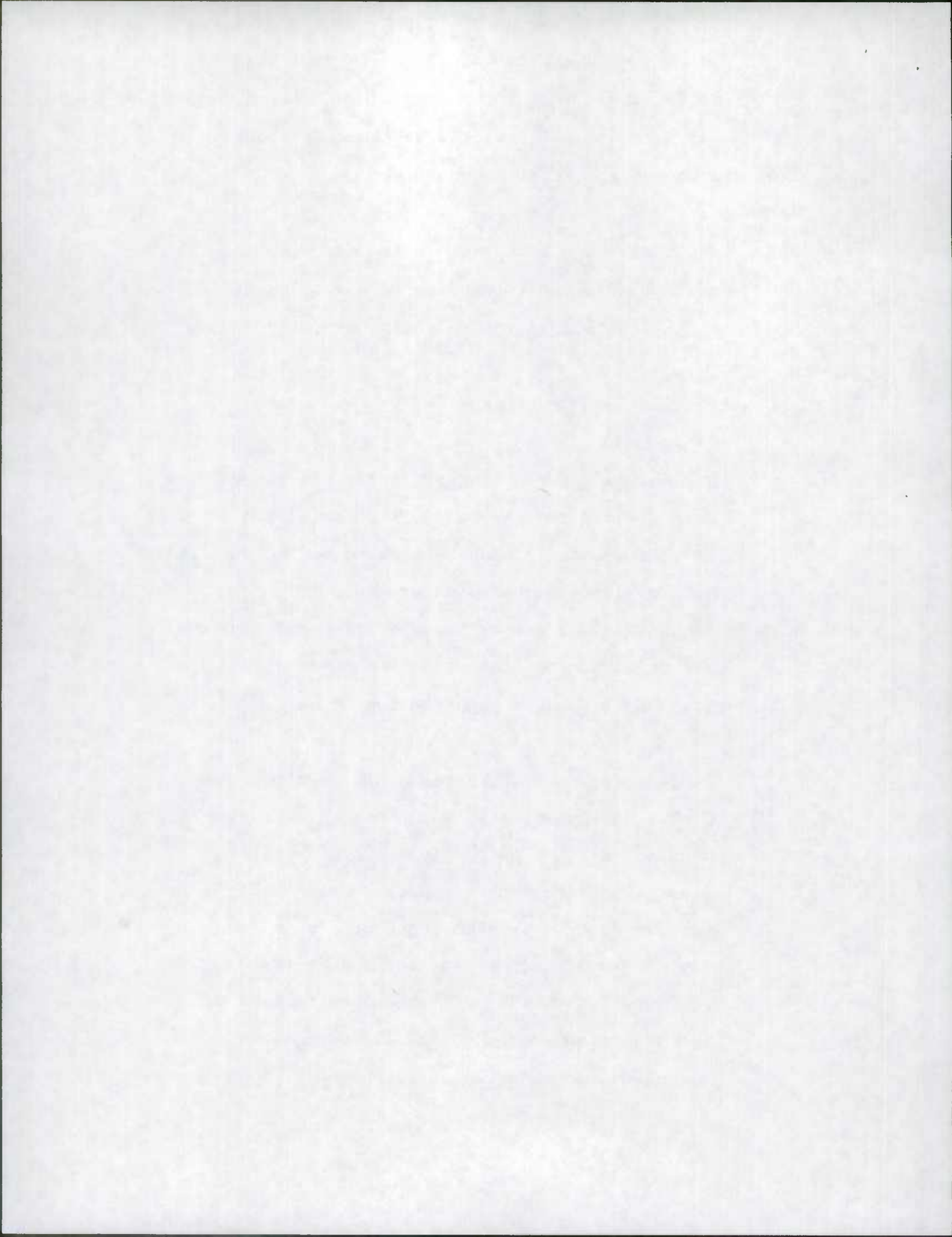
(d) agree to all relocation assistance studies and claims;

(e) agree to all proposed settlements above the approved appraisal amount.

4. The COUNTY shall pay all settlement costs on all acquisitions upon submission of a settlement sheet by the ADMINISTRATION to the County.

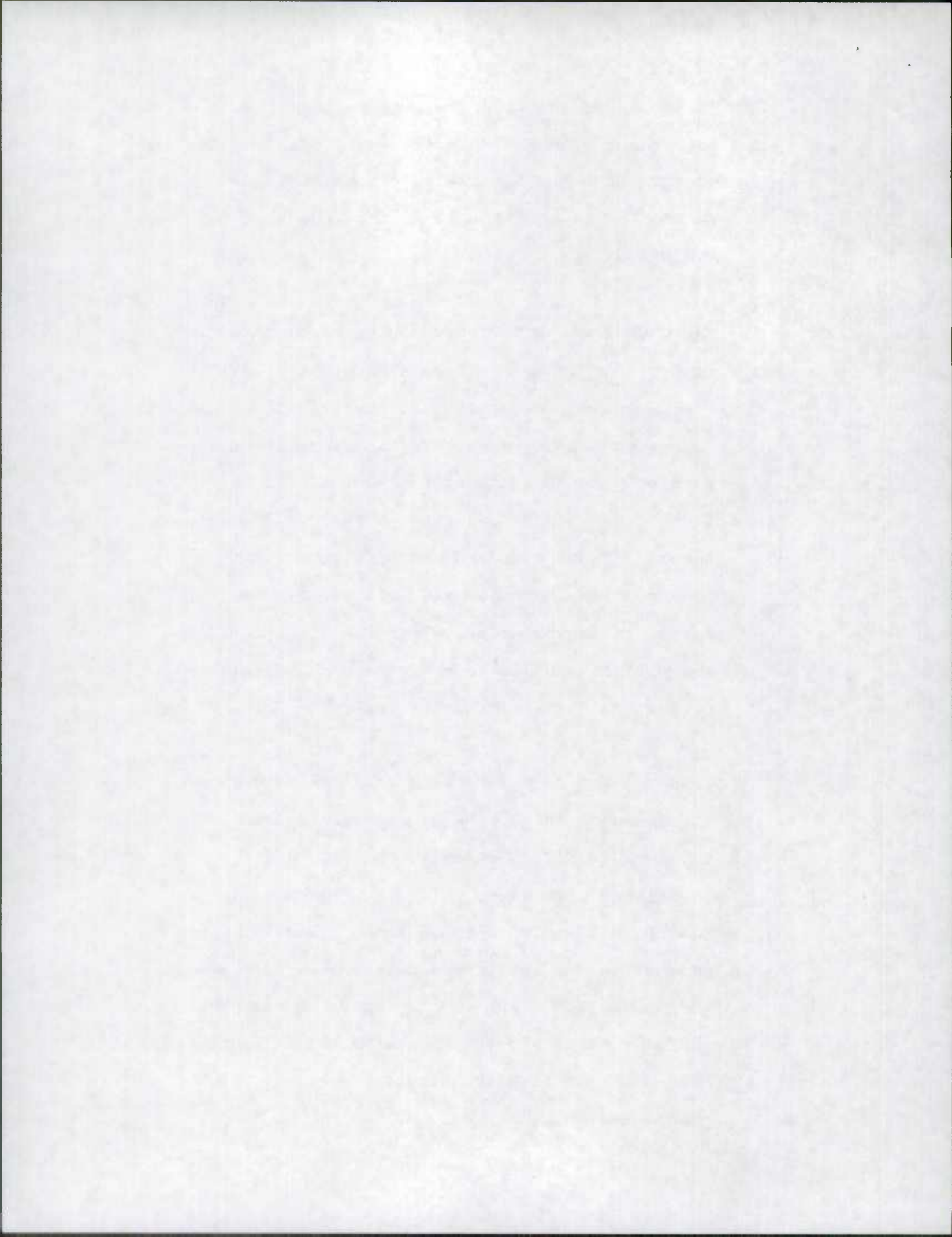
#### C. Construction and Maintenance

1. Before any work on said PROJECT is commenced, the COUNTY shall require its Contractor(s), in addition to their construction bonds, to furnish all insurance required under general specifications and by the special provisions of the proposals for the contracts entered into by the COUNTY for the construction of said project.
2. Subject to approval by the ADMINISTRATION, the COUNTY shall advertise for bids and award the contract for the performance of the work, and provide construction inspection engineering with its own forces, or with those of a consultant engineering firm, all as required in the construction of the work in accomplishment of approved plans. The COUNTY is responsible for addendums and red line revisions.

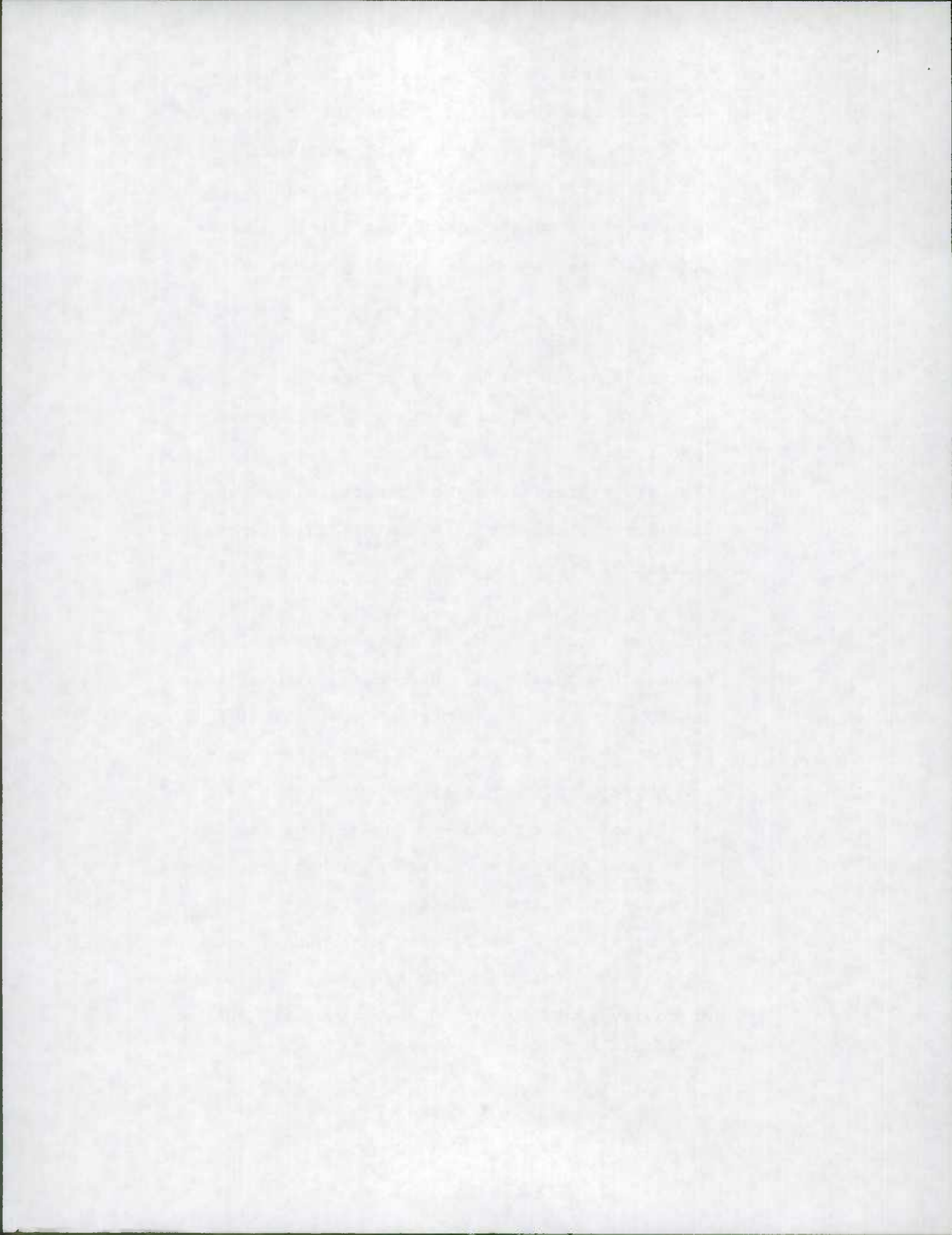




3. All construction work shall be performed in accordance with the Standard Specifications for Construction and Materials of the ADMINISTRATION or as specifically authorized by the ADMINISTRATION.
  
4. The COUNTY shall be responsible for construction supervision which shall be accomplished by the assignment of inspection personnel in the same number and of the same qualifications as would be appropriate on comparable ADMINISTRATION contracts. Inspection criteria will follow the latest ASTM or Standard Specification for Construction and Materials, standards, the latter taking precedent where conflict occurs and will be subject to review and modification by the ADMINISTRATION as necessary.
  
5. Construction of the PROJECT shall be subject at all times to inspection by representatives of the ADMINISTRATION so as to ensure full compliance with laws, rules and regulations. The ADMINISTRATION will assign a State Project Manager to act as liaison between the COUNTY and ADMINISTRATION. The County agrees to give the ADMINISTRATION Project Manager final authority over all aspects of construction materials and procedures.



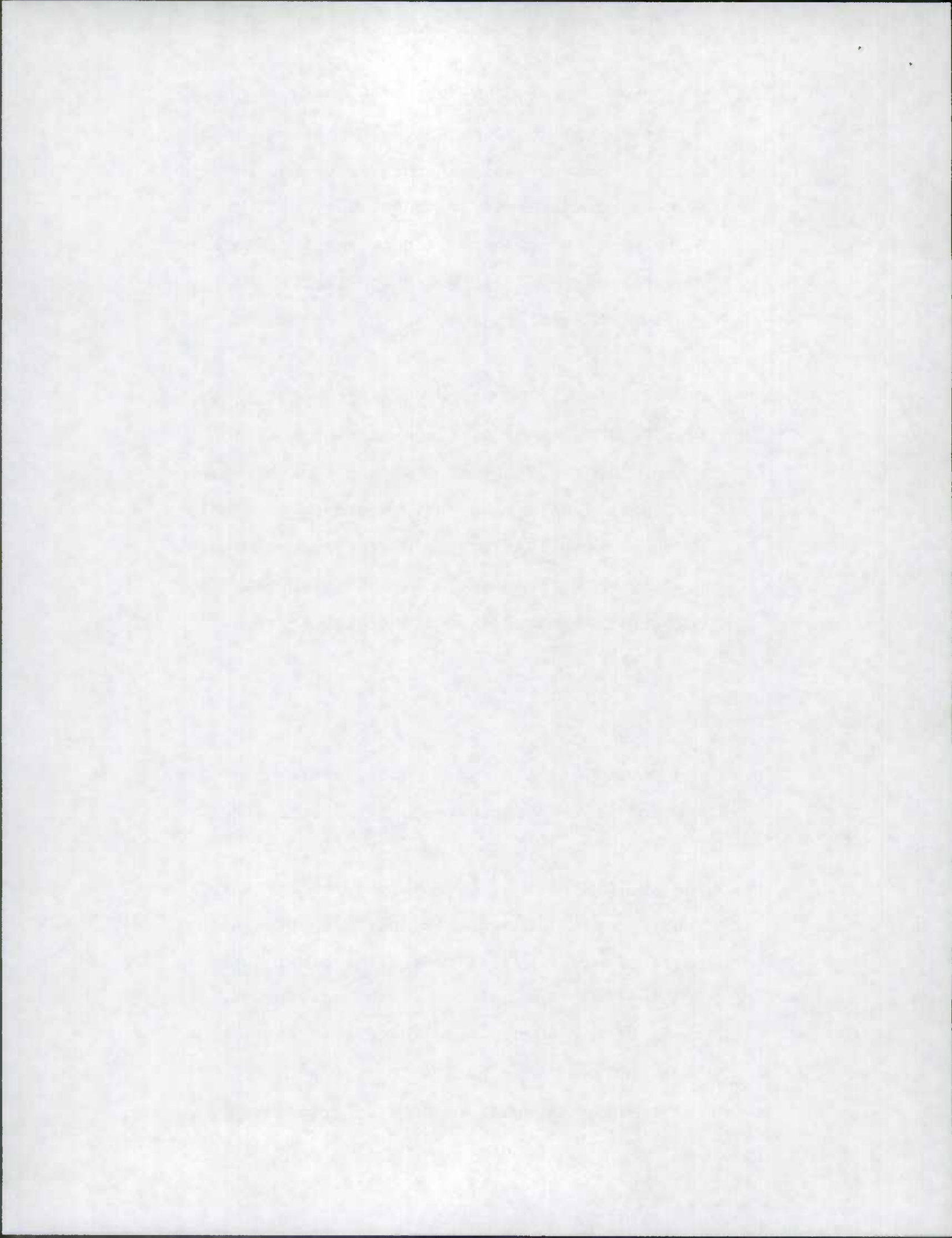
6. In performing any work under, or in connection with this agreement, the consultant firm and the contractor shall comply with all applicable laws and regulations of the State of Maryland, relating to nondiscrimination in employment or hiring practices.
  
7. All materials incorporated in the PROJECT shall be tested and shall be incorporated in the work only when accepted as meeting the pertinent specifications. The testing laboratory and all laboratory procedures for materials testing shall be certified by the ADMINISTRATION prior to initiation by the COUNTY.
  
8. All contracts for work on the PROJECT shall be between the COUNTY and the successful bidder. The ADMINISTRATION assumes no legal liability in connection therewith. The COUNTY agrees to save the ADMINISTRATION harmless from all law or equity suits for or on account of construction contracts, or from any liability whatever, either directly or indirectly arising from or out of said construction contracts. The COUNTY agrees to save the ADMINISTRATION harmless from all law or equity suits for or on account of all design activities.



9. The COUNTY agrees that all signs, signals, and markings shall conform to the Manual on Uniform Traffic Control Devices approved by the Federal Highway Administration. The COUNTY will provide a striping and signing plan to the ADMINISTRATION for approval, prior to application of any signing and striping within the PROJECT.
  
10. The ADMINISTRATION agrees, upon completion of this PROJECT, including all permanent striping and signing, and in accordance with ADMINISTRATION plans and procedures, to accept ownership of and responsibility for maintenance of the roadway with the exact limits of such transfer to be determined during the design phase.

#### D. Funding

1. The COUNTY, at its own expense, shall undertake any and all contracts to construct the PROJECT.
  
2. The ADMINISTRATION, agrees to reimburse the COUNTY for all reasonable and documented actual costs incurred by the COUNTY for preliminary engineering, including any necessary studies, right-of-way acquisition, highway design, and construction. The Administration's reimbursements shall be 30% of total PROJECT

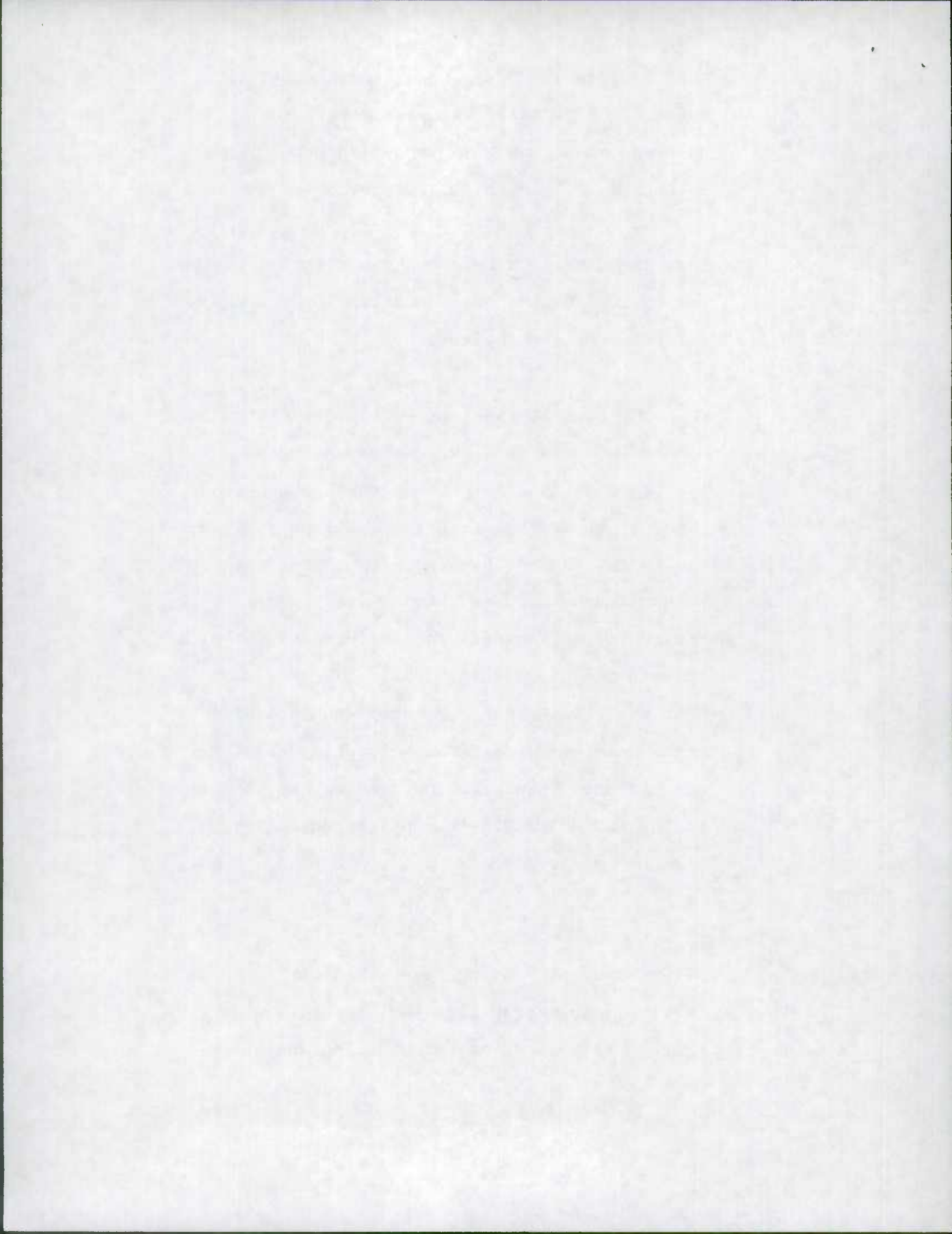


costs, exclusive of in-house administrative costs, such as staff salaries, etc. However, in no event shall the Administration reimbursement to the County exceed \$3,231,000.00

3. The ADMINISTRATION reserves the right to review and approve Consultant contracts for the PROJECT prior to contract execution.
4. The COUNTY shall invoice the ADMINISTRATION on a quarterly basis for the cost of the work performed during the period. Monthly progress reports, including narrative shall be attached. The ADMINISTRATION agrees to reimburse the COUNTY within one hundred and eighty (180) days of receipt of any invoice for the properly invoiced items noted in paragraph D.2.
5. When the PROJECT has been completed and all costs determined, a final accounting shall be made to the ADMINISTRATION, and any adjustments to the ADMINISTRATION's cost responsibility, will be resolved accordingly.

E. General

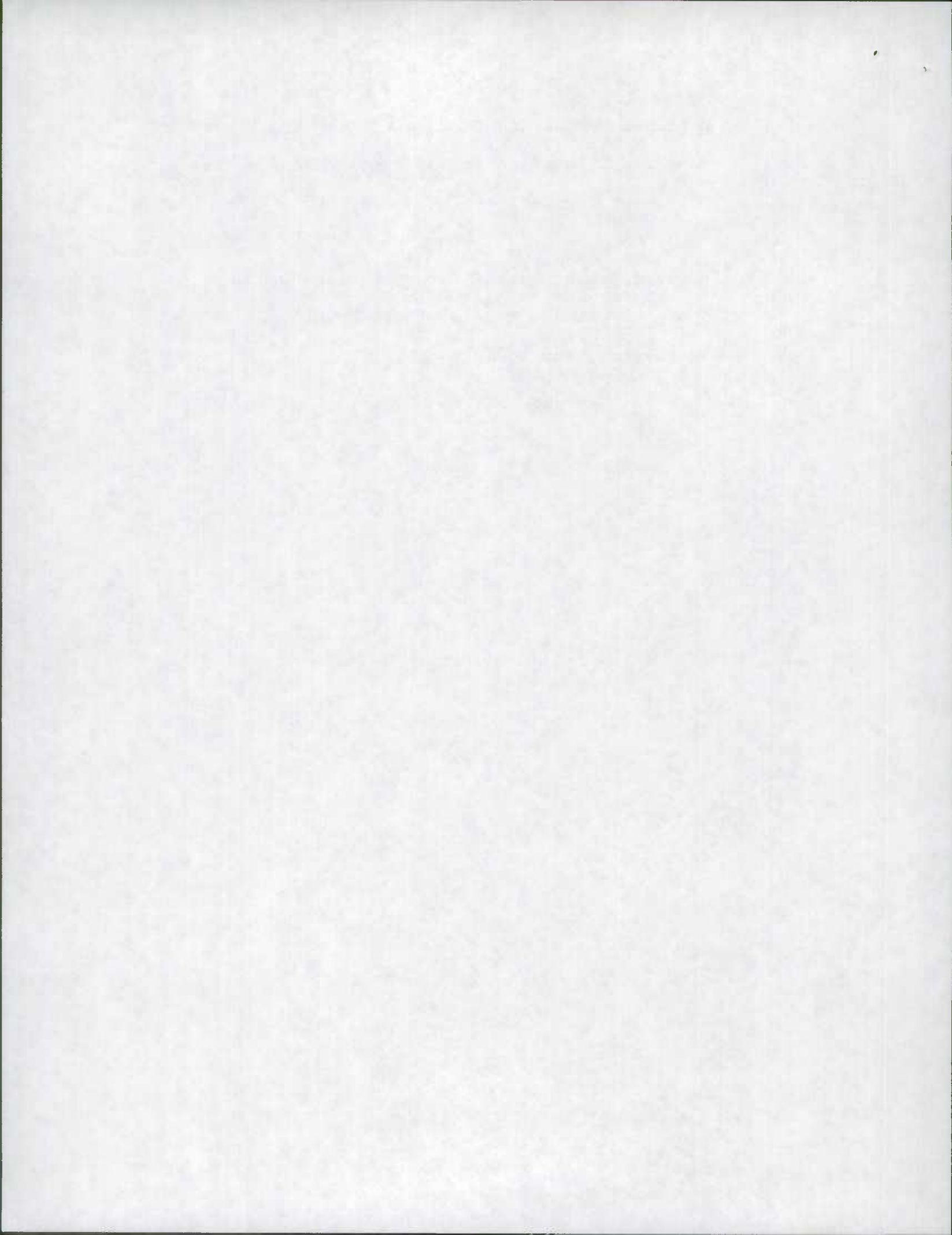
1. All records pertaining to the PROJECT shall be available to appropriate ADMINISTRATION representatives at any time during design or





construction of the PROJECT, and shall be retained by the COUNTY in a readily available manner and location for not less than 5 years following completion of the PROJECT.

2. This agreement shall inure to and be binding upon the parties hereto, their agents, successors, and assigns.



IN WITNESS WHEREOF, the parties here<sup>5</sup> have caused for this AGREEMENT to be executed by their proper and duly authorized officers, on the day and year first above written.

WITNESS:

STATE HIGHWAY ADMINISTRATION

\_\_\_\_\_

*Hal Kassoff*

Hal Kassoff  
State Highway Administrator

6/3 1986

Approved as to form and legal sufficiency:

Recommend for Approval

*[Signature]*

Assistant Attorney General

*Neil J. Pedersen*

Neil J. Pedersen, Director  
Office of Planning and  
Preliminary Engineering

October 3, 1986

June 30, 1986

ATTEST:

MONTGOMERY COUNTY, MARYLAND

*Luz G. Coletta*

BY: *Charles W. Gilchrist*  
Charles W. Gilchrist  
County Executive

October 3, 1986

Approved as to form and legal sufficiency:

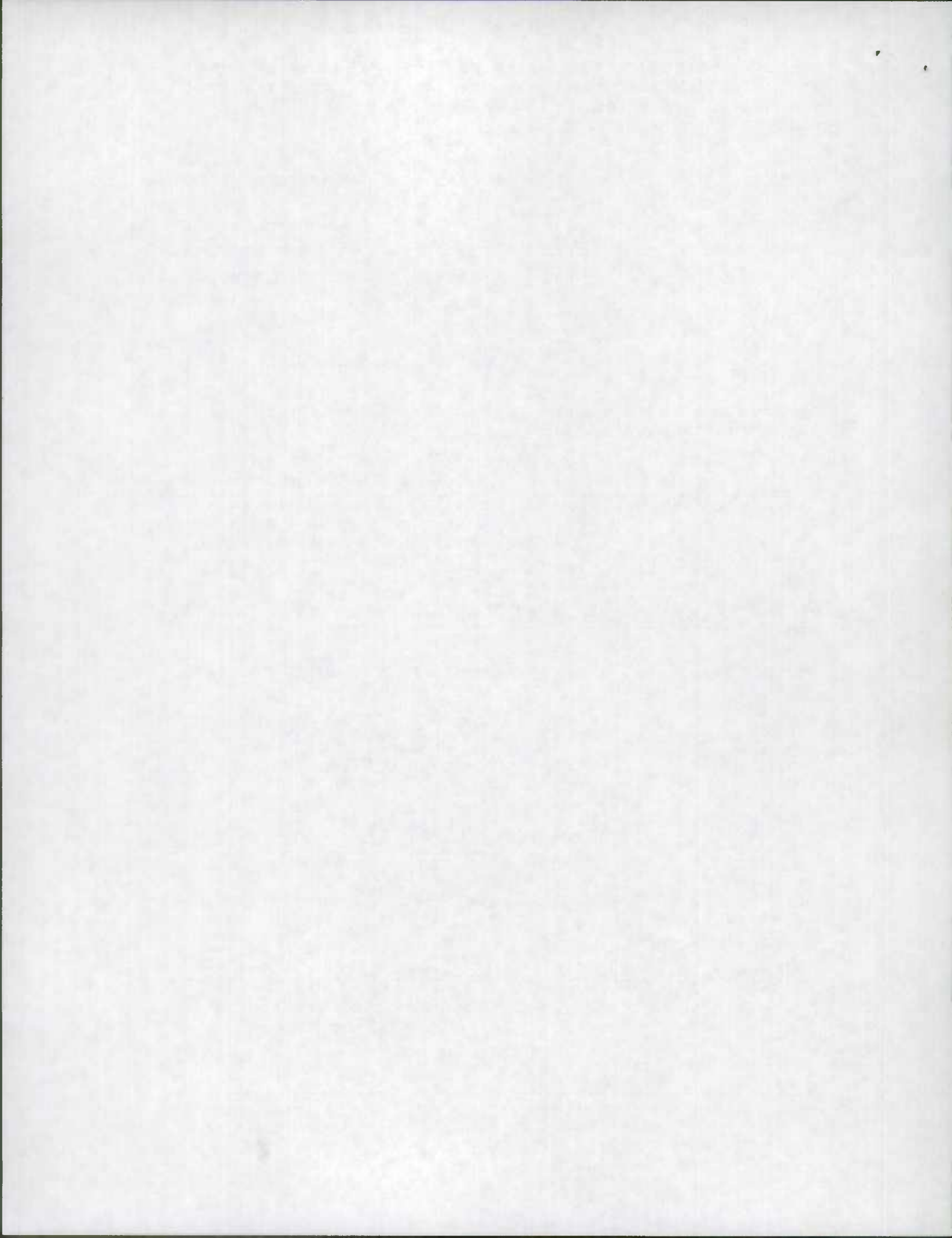
Recommend for Approval:

*Diane R. Kramer*  
Assistant County Attorney

*Robert S. McGarry*  
Robert S. McGarry, Director  
Department of Transportation  
Acting Director

\_\_\_\_\_

\_\_\_\_\_ 19



MARYLAND ROUTE 118 SUPPLEMENTAL AGREEMENT

THIS SUPPLEMENTAL AGREEMENT, executed in duplicate made and entered into this 14<sup>th</sup> day of September, 1989, by and between the State Highway Administration of the Maryland Department of Transportation, acting for and on behalf of the State of Maryland, hereinafter called the "ADMINISTRATION", and Montgomery County, a political subdivision of the State of Maryland, hereinafter called the "COUNTY".

WITNESSETH:

WHEREAS, the ADMINISTRATION and the COUNTY recognize the need for the reconstruction and relocation of Maryland Route 118 from Riffleford Road to Wisteria Drive and from Interstate Route 270 to Maryland Route 355 to provide additional capacity, improved geometrics, vehicular access and enhance traffic safety, hereinafter called the "PROJECT". And;

WHEREAS, the COUNTY desires and is willing to cooperate with the ADMINISTRATION in carrying out the PROJECT in accordance with the regulations and criteria of the ADMINISTRATION, Water Resources Administration and the Maryland Environmental Protection Act. And;

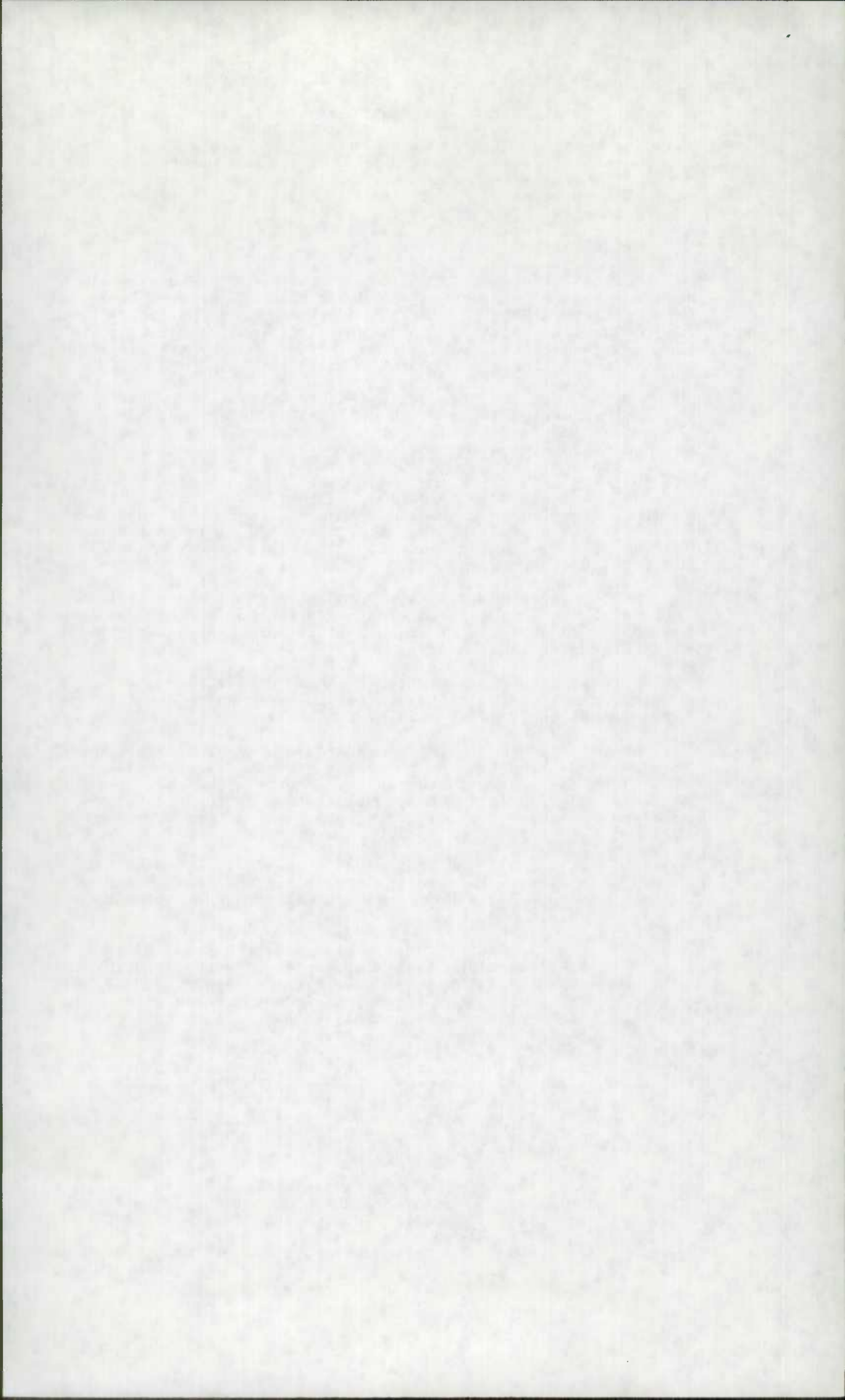
WHEREAS, the ADMINISTRATION and the COUNTY agree to the conditions set forth in the fully executed agreement between these parties on the 3rd day of October, 1986, with the exception of responsibilities and tenets for the right-of-way phase of the PROJECT and others as stated herein. And;

WHEREAS, the ADMINISTRATION and the COUNTY agree that it will be to the advantage of each party for the ADMINISTRATION and the COUNTY to share the responsibilities of the right-of-way phase of the PROJECT. And;

WHEREAS, the ADMINISTRATION and the COUNTY agree to the conditions set forth, contained herein under which the right-of-way phase of the PROJECT will be implemented.

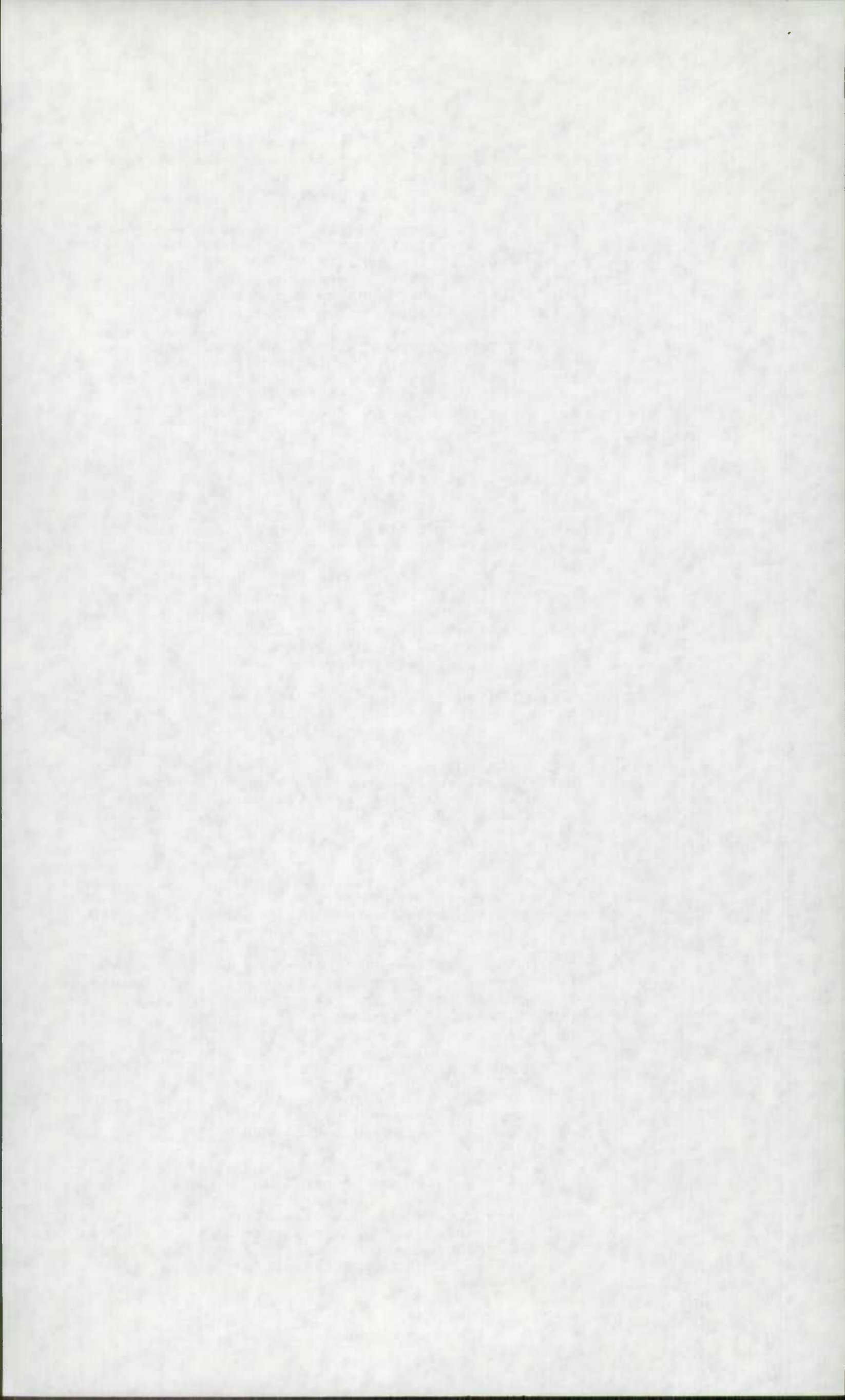
NOW, THEREFORE, THIS SUPPLEMENTAL AGREEMENT WITNESSETH: That for and in consideration of the payment of One Dollar (\$1.00) by each party to the other, receipt of which is hereto acknowledged, and in further consideration of the respective benefits to and of the parties hereto, the parties agree as follows:

1. All conditions contained in the fully executed Agreement between the COUNTY and the ADMINISTRATION on October 3, 1986, remain in effect except as contained herein.
2. The final Construction Plans, Right-of-Way Plats and Specifications shall be completed by the COUNTY. The ADMINISTRATION shall have final determination of any and all changes to the Final Construction Plans, Right-of-Way Plats and Specifications prior to advertisement of the contract by the COUNTY.
3. All utility locations shall be identified and test pitted by the COUNTY as necessary.
4. All utility adjustments or installation plans shall be prepared by the COUNTY in accordance with ADMINISTRATION standards.
5. A utility preliminary investigation meeting will be held by the Administration upon 50% completion of the construction plans. No less than fourteen (14) complete sets of utility plans and specifications shall be provided by the COUNTY to the ADMINISTRATION three



(3) weeks prior to the date of this meeting for review. Minutes of the utility preliminary investigation shall be prepared and sent by the COUNTY to the ADMINISTRATION for review and acceptance.

6. Utility plans, specifications and metes and bounds plats, including any subsequent changes thereto, shall be furnished to the ADMINISTRATION for review and final approval three weeks prior to advertisement. The ADMINISTRATION shall be the final authority on method of relocation or protection of utilities.
7. The COUNTY, using COUNTY staff and/or independent contractors, and using ADMINISTRATION approved procedures shall accomplish the preliminary right-of-way activities, using forms, hourly rates and contract provisions for such services utilized by the ADMINISTRATION.
8. Within ninety (90) days following the initiation of preliminary right-of-way activities, the COUNTY shall complete a survey of the impacts of the PROJECT to adjacent septic systems, identify those impacts and provide a determination of property taking or reconstruction of the system to the ADMINISTRATION for approval.
9. The COUNTY shall be responsible for any necessary septic system reconstruction, as determined by the ADMINISTRATION, the costs for which shall be reimbursed by the ADMINISTRATION to the COUNTY within the tenets of this agreement.
10. The COUNTY shall submit preliminary right-of-way plans to the ADMINISTRATION at the time of the preliminary field investigation for review and approval.
11. The COUNTY, using COUNTY staff and/or independent contractors, shall accomplish the right-of-way acquisition of all necessary properties for the PROJECT except those identified in clause 16 and clause 17 of this agreement.
12. ADMINISTRATION approval is required for all easements acquired by the COUNTY for the PROJECT. This approval is necessary in order for the cost of the easement to be eligible for reimbursement by the ADMINISTRATION within the tenets of this Agreement.
13. The COUNTY shall conduct metes and bounds surveys and shall prepare all metes and bounds plats consistent with ADMINISTRATION standards and submit them to the ADMINISTRATION'S Bureau of Plats and Surveys for approval.
14. Within 90 days of notification by the ADMINISTRATION, the COUNTY shall prepare and forward to the ADMINISTRATION all approved metes and bounds plats for any property to be acquired by the ADMINISTRATION as identified in clause 16 and clause 17 of this Agreement.
15. The COUNTY shall prepare extra land plats as required.
16. Any property that the COUNTY will be unable to acquire in fee simple by 120 days prior to the advertising date for the PROJECT shall be identified by the COUNTY and forwarded to the ADMINISTRATION for acquisition.





17. The ADMINISTRATION shall file all condemnation proceedings, litigate all condemnation cases and conduct all settlements of condemnation cases.

18. The COUNTY shall:

- (a) select all Fee Appraisers from an ADMINISTRATION approved list, solicited in accordance with the State Procurement Law (Comar 21);
- (b) determine Fair Market Value/just compensation, as to form(s), fact(s), and reasonable conclusion(s) prior to any written offers being made;
- (c) authorize the acceptance of all option contracts;
- (d) perform all necessary relocation assistance studies and claims and fund all settlements and relocation assistance claims subject to reimbursement within the tenets of this Agreement;
- (e) authorize all proposed settlements above the approved appraisal amount; and
- (f) shall pay all settlement costs on properties that the COUNTY acquires, subject to reimbursement within the tenets of this Agreement.

19. All right-of-way activities performed by the COUNTY and all settlements made by the COUNTY shall be subject to audit by the ADMINISTRATION and subject to the ADMINISTRATION approvals required in clause 21 of this Agreement.

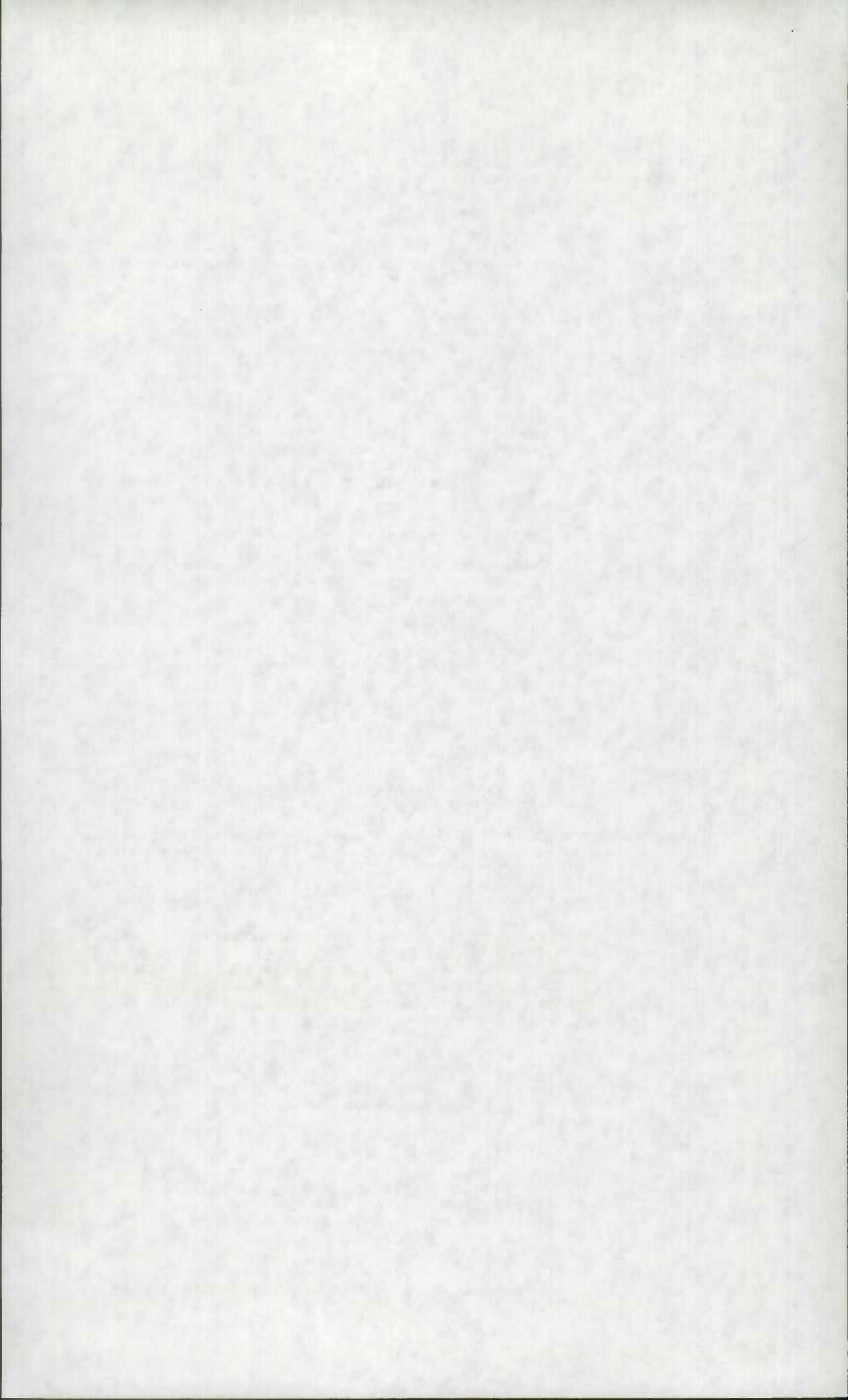
20. The ADMINISTRATION shall establish a fund to provide for the necessary right-of-way activities and purchase of properties identified in clause 16, and clause 17 of this Agreement.

21. The COUNTY shall reimburse the ADMINISTRATION for funds expended for the acquisition of right-of-way identified in clause 16, and clause 17 of this Agreement within ninety (90) days of invoice by the ADMINISTRATION.

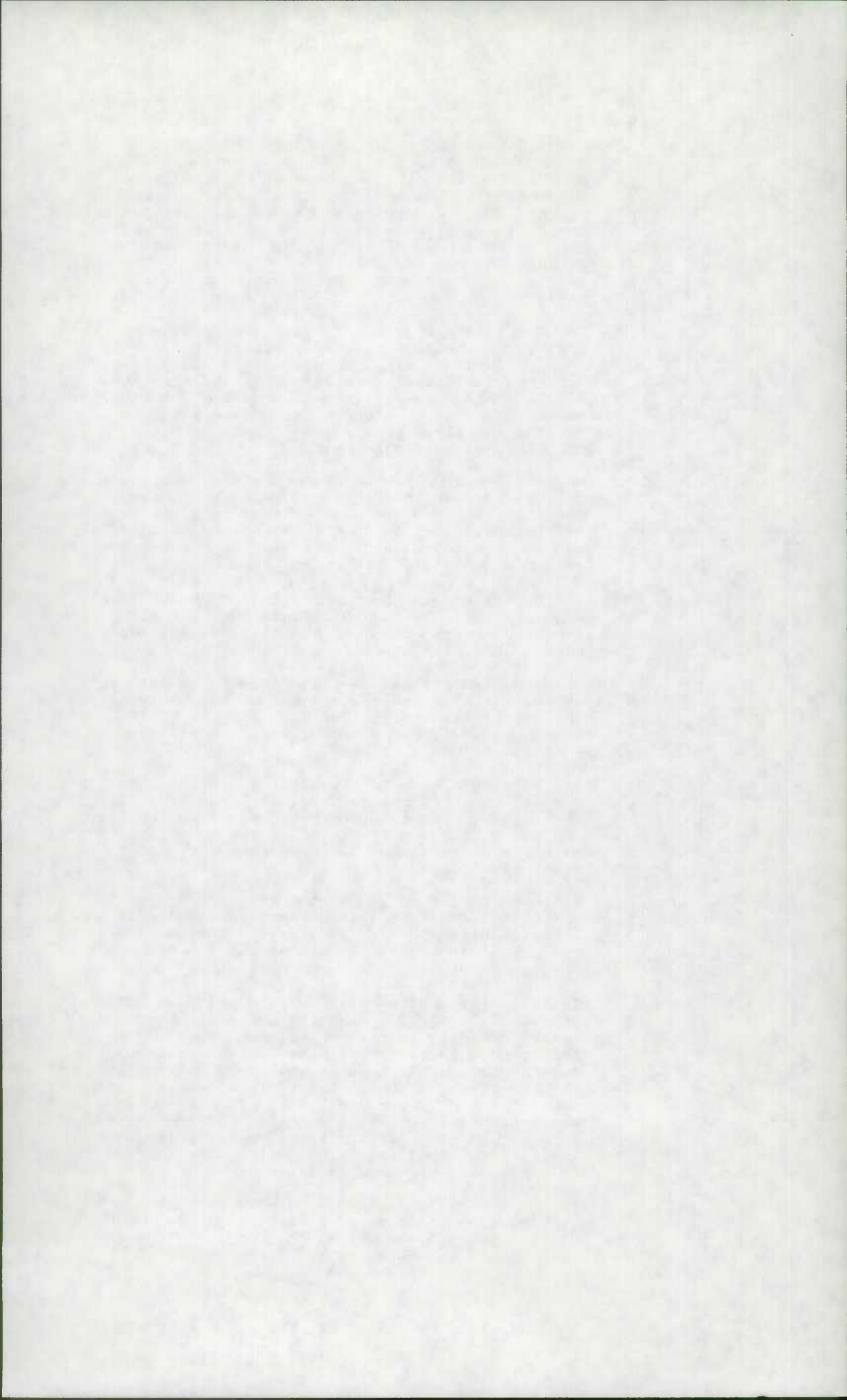
22. After the construction phase for the PROJECT has been completed by the COUNTY, the rights-of-way acquired by the COUNTY for the PROJECT shall be transferred to the ADMINISTRATION. This title transfer shall take place before or during the transfer of the PROJECT into the ADMINISTRATION's highway system.

23. The COUNTY agrees to fund the planning, design, right-of-way and construction phases of the PROJECT, including the ADMINISTRATION right-of-way activities which will include reasonable administrative overhead costs.

24. The ADMINISTRATION agrees to reimburse the COUNTY for 30% of all reasonable documented actual costs incurred by the COUNTY for any necessary planning and design studies, plans and contract development, right-of-way acquisition, and construction of the PROJECT, exclusive of those costs funded by developer contributions or impact fees. However, in no event shall the ADMINISTRATION reimbursement to the COUNTY exceed the total amount of \$3,231,000.00 for all phases of the PROJECT.



25. Final Design shall not be approved by the ADMINISTRATION nor shall the advertisement of the PROJECT for construction bids by the COUNTY be authorized by the ADMINISTRATION until agreement is reached by both parties on the total dollar amount of the ADMINISTRATION's reimbursement costs to the COUNTY for the PROJECT. Without this approval and authorization, the ADMINISTRATION shall not be held liable for the reimbursable construction costs of the PROJECT.
26. The COUNTY shall provide a detailed invoice to the ADMINISTRATION on a quarterly basis for the cost of the work performed during the period. Monthly progress reports, including narrative, shall be attached. The ADMINISTRATION agrees to reimburse the COUNTY within one hundred eighty (180) days of receipt of any invoice for the properly invoiced items noted in clause 20 of this Agreement.
27. When the PROJECT has been accepted for maintenance by the COUNTY with the concurrence of the ADMINISTRATION and all costs have been determined, a final accounting shall be made by the COUNTY to the ADMINISTRATION. Any adjustments to the ADMINISTRATION's cost responsibility will be resolved at that time.
28. All COUNTY records pertaining to the PROJECT shall be readily available to appropriate ADMINISTRATION representatives at any time during the development of the PROJECT, and for five years thereafter.
29. When the PROJECT has been accepted for maintenance by the COUNTY with the concurrence of the ADMINISTRATION, the originals of all plans with all "as built" changes marked (greenline revisions) shall be provided to the ADMINISTRATION.
30. At the time of PROJECT transfer to the ADMINISTRATION for maintenance, the COUNTY shall also transfer all files pertaining to property acquisition for the PROJECT to the ADMINISTRATION. The ADMINISTRATION will maintain those files as a permanent record for the right-of-way transactions.
31. Whenever the approval, whether written or not, of the ADMINISTRATION is required, such approval will not be unreasonably withheld or delayed. The parties agree to cooperate with each other to accomplish the goals of the Agreement.
32. If the parties hereto are delayed, hindered or prevented from performing any act or thing required to be performed by it pursuant to the terms of this Agreement because of strikes, lock-outs, casualties, acts of God, labor trouble, material shortages, riots, insurrection, financial constraints, war or other causes beyond its reasonable control, then the performance of such act or thing shall be excused for such period of delay and the time for performance of any such act shall be extended for a period equivalent to the period of such delay.
33. THIS SUPPLEMENTAL AGREEMENT shall inure to and be binding upon the parties hereto, their agents, successors, and assignees.



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

WITNESS:

STATE HIGHWAY ADMINISTRATION

[Signature]

By:

[Signature]  
Hal Kassooff,  
State Highway Administrator

Approved as to Form and Legal Sufficiency:

Recommended for Approval:

[Signature]  
Edward S. Harris  
Assistant Attorney General  
and Chief Counsel for the  
State Highway Administration

[Signature]  
Neil J. Pedersen, Director  
Office of Planning and  
Preliminary Engineering

March 9, 19 89

March 15, 19 89

Recommended for Approval:

[Signature]  
Robert J. Finck, Director  
Office of Real Estate

ATTEST:

MONTGOMERY COUNTY, MARYLAND

[Signature]

By:

[Signature]  
Sidney Kramer,  
County Executive

September 5, 19 89

Approved as to Form and Legal Sufficiency:

Recommended for Approval:

[Signature] 8/29/89  
County Attorney

[Signature]  
Robert S. McGarvey, Director  
Department of Transportation

30 Aug, 19 89

