

RESOLUTION NO. 2275

A RESOLUTION OF THE CITY OF SALISBURY AUTHORIZING THE MAYOR TO SIGN THE GRANT AGREEMENT AND ACCEPT A GRANT OF \$13,750.00 FROM MARYLAND DEPARTMENT OF TRANSPORTATION MARYLAND BIKEWAYS PROGRAM FOR THE PROVISION OF THE INITIAL TWO MILES OF PAVEMENT MARKING AND SIGNAGE NECESSARY TO CREATE A BIKE PATH "SPINE" ROUTE FROM DOWNTOWN SALISBURY TO SALISBURY UNIVERSITY.

WHEREAS, the Maryland Department of Transportation has a Maryland Bikeways Program for making pedestrian-and-bicycle-facilities improvements;

WHEREAS, the Maryland Department of Transportation Maryland Bikeways Program provides grant funds to the City of Salisbury for use in specific areas;

WHEREAS, Maryland Department of Transportation and the City of Salisbury have been working together to improve bicycle connectivity between the Downtown Central Business District and Salisbury University;

WHEREAS, the bicycle facilities improvements to be constructed include the creation of a bike route which will run from the intersection of Camden Avenue and West College Avenue to North Division Street near the Government Office Building; providing dedicated bicycle-only lanes and shared bicycle and motorized vehicle lanes; lane striping for dedicated lanes, shared lane markings for shared lanes, bicycle markings on the pavement, and bike route signage along the route;

WHEREAS, the entire estimated project cost for this segment is approximately \$25,000;

WHEREAS, the City of Salisbury agrees to provide 45% of the project cost in matching funds, including private contributions and/or services of actual project costs, in an amount not to exceed \$11,250, for the pedestrian-and-bicycle-facilities improvements;

WHEREAS, the City of Salisbury will coordinate the installation of the signage and pavement marking for the bike paths and shared lanes;

WHEREAS, Maryland Bikeways Program has awarded a grant in the amount of \$13,750.00 to provide for pavement marking and signage;

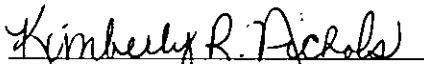
WHEREAS, the Project will enhance bicycle safety and access to the Maryland Blue Crab Scenic Byway and will improve bicycle circulation in downtown Salisbury and the vicinity of Salisbury University.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Salisbury, Maryland does hereby authorize the Mayor to sign the attached Grant Agreement dated \_\_\_\_\_, 2013 accepting the project term and definition of matching funds, for the betterment

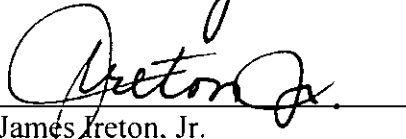
of the City and its residents, and accepts the grant of \$13,750.00 from Maryland Bikeways Program to add pavement marking and signage for the "Spine" Route.

THE ABOVE RESOLUTION was introduced and read and passed at the regular meeting of the Council of the City of Salisbury held on this 13<sup>th</sup> day of May, 2013 and is to become effective immediately upon adoption.

ATTEST:

  
\_\_\_\_\_  
Kimberly R. Nichols  
CITY CLERK

  
\_\_\_\_\_  
Jacob R. Day  
PRESIDENT, City Council

APPROVED by me this 16<sup>th</sup>  
day of May, 2013  
  
\_\_\_\_\_  
James Ireton, Jr.  
MAYOR, City of Salisbury

# City of Salisbury



Salisbury



2010

JAMES IRETON, JR.  
MAYOR

JOHN R. PICK  
CITY ADMINISTRATOR

LORÉ L. CHAMBERS  
ASSISTANT CITY ADMINISTRATOR

MARYLAND

125 NORTH DIVISION ST., RM 202  
SALISBURY, MARYLAND 21801  
Tel: 410-548-3170  
Fax: 410-548-3107

PUBLIC WORKS  
TERESA GARDNER, P.E.  
DIRECTOR

To: John Pick, City Administrator  
From: Teresa Gardner, Director of Public Works *LG*  
Date: May 6, 2013  
Re: Camden Avenue Bike Path "Spine" Route

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In 2012, Salisbury Public Works applied for a grant from the Maryland Bikeways Program. The Maryland Department of Transportation (MDOT) / Office of Planning approved a grant worth \$13,750 for Salisbury Bikeways project, contingent upon the review of the design. SPW has designed the spine route for the Camden Avenue bike path project and it has recently been reviewed and approved by MDOT. The Office of Planning and Capital Programming of the Maryland Department of Transportation prepared the attached Grant Agreement.

The total estimated cost of this Project is \$25,000. Along with MDOT's grant, SPW has also received pledges of contributions from Salisbury University, the Seagull Century Foundation and bike-SBY. With the City's \$5,000 allocation of in-kind services toward this project, bicycle safety will be improved with pavement striping for bike lanes, markings for shared bike lanes and signage along South Division Street, Carroll Street, Waverly Drive, South Boulevard and Camden Avenue. The result will be enhanced bicycle circulation between downtown Salisbury and the University.

Attached are the following Resolutions for consideration:

1. Resolution to sign the Grant Agreement with MDOT and to accept the Maryland Bikeways Program Grant in the amount of \$13,750.
2. Resolution to accept the Salisbury University donation in the amount of \$2,500, the Seagull Century Foundation donation in the amount of \$2,500, and the bike-SBY donation in the amount of \$1,250.

Donation letters from each of the entities is also attached. SPW recommends approval of the grant agreement and acceptances of the grant and donations to provide for the expansion of Salisbury's bike lane network.

Unless you or the Mayor has further questions, please forward this to the City Council.

**GRANT AGREEMENT**  
**BY AND BETWEEN**  
**THE MARYLAND DEPARTMENT OF TRANSPORTATION**  
**AND**  
**THE CITY OF SALISBURY, MARYLAND**

THIS GRANT AGREEMENT executed in triplicate and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between the Maryland Department of Transportation (“Department”) and the City of Salisbury (“City”), Maryland.

WITNESSETH:

WHEREAS, the Department has programmed in the FY 2012-2017 Consolidated Transportation Program-2012 State Report on Transportation a total of Ten Million Dollars (\$10,000,000) for the Maryland Bikeways Program (“Program”);

WHEREAS, the Department budgeted within the Program Thirteen Thousand Seven Hundred and Fifty Dollars (\$13,750) for a 1.5 mile on-street bicycle route on Camden Avenue, South Boulevard, Waverly Drive, South Division Street, Carroll Street, and North Division Street between West College Avenue and Church Street in Salisbury (the “Project”).

WHEREAS, the City has committed to provide Eleven Thousand Two Hundred and Fifty Dollars (\$11,250) as matching funds for the Project, including private contributions (the “Cash Match”);

WHEREAS, pursuant to Section 2-602 of the Transportation Article of the Annotated Code of Maryland, it is in the public interest for the State of Maryland to include enhanced transportation facilities for pedestrians and bicycle riders as an essential component of the State’s transportation system;

WHEREAS, the Maryland Bikeways Program was established and approved by the General Assembly to provide state transportation funding to support and expedite projects that improve bicycle transportation in the State;

WHEREAS, the Project will enhance bicycle safety and access to the Maryland Blue Crab Scenic Byway and will improve bicycle circulation in downtown Salisbury and the vicinity of Salisbury University;

WHEREAS, the Project is consistent with the City’s Comprehensive Plan and the City has presented the Project at public meetings at which public support has been clearly documented;

WHEREAS, the City will assume all maintenance and operating costs associated with the Project when it is completed;

WHEREAS, the Project is a valuable component of Maryland's transportation system;

WHEREAS, the Department has supported similar projects in various locations in the State;

WHEREAS, the Department and the City agree that the Project will benefit the parties to this Agreement, will promote the safety, health, and general welfare of the citizens of the State of Maryland and will benefit the citizens of the State of Maryland and the City;

WHEREAS, Section 2-103(i) of the Transportation Article of the Annotated Code of Maryland (2008 Replacement Volume, 2011 Cum. Supp.) authorizes the Secretary of Transportation, to the extent permitted by the State budget, to make grants-in-aid to any person, including political subdivisions of the State of Maryland, for any transportation related purpose; and

WHEREAS, the Acting Secretary of Transportation has delegated to the Acting Deputy Secretary of Transportation authority to execute this Agreement.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH: That for and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The above recitals are re-affirmed and incorporated herein by reference.
2. The Department hereby grants to the City a sum not to exceed Thirteen Thousand Seven Hundred and Fifty dollars (\$13,750) ("Grant") to be used by the City for the completion of the Project. The City shall be responsible for all work in connection with the Project, including the following:
  - a. Finalizing design for bikeway pavement markings and signage along South Division Street, Carroll Street, Waverly Boulevard, South Boulevard, and Camden Avenue;
  - b. Procurement of materials and services for the Project;
  - c. Installation of Project pavement markings and signage;
  - d. Preparation of quarterly status reports and a final project report, as requested by the Department;
  - e. Contributing the Cash Match; and
  - f. Monitoring and supervising compliance with all provisions of this Agreement.

3. The Project shall be completed consistent with relevant design standards and guidelines, including 2012 AASHTO Bicycle Design Guidelines and the Maryland Manual of Uniform Traffic Control Devices.

4. The City shall engage a professional engineer, registered in the State of Maryland, for design services on the Project. The City shall provide to the Department draft deliverables for review and comment and final deliverables for the Project record.

5. The City shall require all contractors and subcontractors, prior to commencement of work on the Project, to secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds, authorized to do business in Maryland, the following insurance coverages:

- a. Unless otherwise required by Special Conditions for this Agreement the Vendor will be required to purchase and maintain during the life of the Agreement the following types and amounts of insurance (at minimum).
  - i. Commercial General Liability: \$1,000,000 (One million dollars) per occurrence \$2,000,000 (Two million dollars) aggregate for bodily injury and property damage.
  - ii. Professional Liability: \$1,000,000 (One million dollars) per claim.
  - iii. Commercial Automobile: \$1,000,000 (One million dollars) combined single limit per accident for bodily injury and property damage. Including hired, non-ownership coverage and owned vehicle coverage if company owns a vehicle.
  - iv. As mandated by the Code of the State of Maryland and Employer's Liability the Vendor will be required to provide Worker's Compensation insurance

This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. The City shall evidence limits of insurability for general liability coverage in an amount of \$500,000 aggregate and \$200,000 each occurrence, and \$30,000 per person, \$60,000 per accident for bodily injury and \$15,000 for property damage for automobile liability and State of Maryland statutory limits for workman's compensation. The City shall have the right to self-insure.

The Department and its agencies, officers, and employees shall be endorsed on the general liability policies, including any excess policies (to the extent applicable), as an additional insured. Coverage will be primary and noncontributory with any other insurance and self-insurance. ~~There will be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written notice to the Department.~~ Certificates of insurance shall be provided to the Department prior to

commencement of any work. All endorsements shall be provided as soon as practicable. Failure to provide insurance as required in this agreement is a material breach of contract entitling the Department to terminate this agreement.

6. The Grant represents the maximum financial liability of the Department under this Agreement. The parties agree that the City will utilize the Grant for the Project in conjunction with other funds it has obtained from other funding sources other than the Maryland Bikeways Program to complete the Project, provided that no federal funds or state general funds may be used as Cash Match..

7. The City may use funds only for costs incurred in connection with the Project. Payment of the Grant by the Department shall be made on a reimbursable basis upon the City's submission of invoices for such payment, subject to the following conditions.

All invoices for payment shall include:

- (a) actual expenditures incurred by the City in connection with the Project;
- (b) a certification by the City that all costs charged to the Project are in connection therewith and supported by properly executed records, vouchers, invoices or contracts evidencing the nature and propriety of the charges.

Invoices/requests for reimbursement will be submitted not more frequently than once per month (30 days). Invoices/requests for reimbursement will be reviewed by MDOT to determine (a) that the indicated costs are allowable hereunder and (b) that the invoiced work contributes directly to the accomplishment of the Project. Failure to meet these conditions will result in disallowed costs that will be deducted from the authorized appropriated amount. Payment shall be made by the Department to the City within thirty (30) days of the Department's receipt and approval of the invoice and accompanying certifications. The final invoice must be submitted with a Final Report as stipulated by the Department. The final invoice will not be paid until the Final Report is submitted. No Project costs incurred prior to the execution of this Agreement will be reimbursed.

8. The City shall comply with all applicable Federal, State and local laws in expending Grant funds and in carrying out the Project, including compliance with the Americans with Disabilities Act of 1990, particularly as it relates to public meetings held in connection with the Project.

9. The term of this Agreement shall commence upon the date first set forth above and shall terminate when all payments of the Grant have been made or in 24 months, whichever is sooner.

10. The Department reserves the right to suspend or terminate all or part of the financial assistance herein provided and to terminate this Agreement, in whole or in part, if:

- (a) the City breaches or fails to fulfill any of the terms of this Agreement;

- (b) funds are not appropriated by the General Assembly of Maryland to fund this Grant.

The City acknowledges and agrees that funding under this Agreement is expressly dependent upon the availability to the Department of funds appropriated by the General Assembly and that, except as otherwise provided for herein, the Department shall not be liable for any breach of this Agreement due to the absence of an appropriation. Termination of this Agreement will not invalidate obligations properly incurred by the City prior to the date of termination if such obligations are unable to be canceled. The acceptance of a remittance from the Department of any or all funds, or the closing out of the Department's financial participation under this Agreement, shall not constitute a waiver of any claim which the Department may otherwise have against the City arising out of this Agreement. If, upon termination of this Agreement, it is determined by the Department that funds are due to the Department, the City shall promptly remit such amount to the Department within forty-five (45) days following written notification to the City from the Department. The City's agreement to remit any excess Grant funds to the Department shall survive the termination of this Agreement.

In addition to the Department's remedies under this Section, the Department may proceed to protect and enforce all rights available to it, by suit in equity, action in law or by any other appropriate proceedings, any or all of which may be exercised contemporaneously with each other and all of which rights and remedies shall survive the termination of this Agreement.

11. The City shall maintain separate and complete accounting records which are consistent with generally accepted accounting procedures and accurately reflect all income and expenditures of Grant funds for the Project. City accounting records shall be maintained for a period of three (3) years after the termination of this Agreement. The records of the City must be in sufficient detail to determine the nature of the costs incurred and/or expenditures made by the City for the Project.

12. The Department may perform interim and final audits of the Grant provided for under this Agreement. Any final audit shall commence within three (3) years of the expiration or earlier termination of this Agreement. In connection with any audit undertaken hereunder, the City shall provide access to all records with respect to the Project. Following the completion of any audit undertaken hereunder, the City shall refund to the Department within forty-five (45) days following notification by the Department any Grant payments that are found to be unsupported by acceptable accounting records or not expended in accordance with the terms of this Agreement. The City's covenant to repay any excess Grant payments shall survive the expiration or earlier termination of this Agreement.

13. This Agreement may be modified only by written instrument, executed by the Department and the City.

14. The City shall, to the extent permitted by law, defend, indemnify, and hold harmless the Department, its officers, agents, and employees, from any and all claims, demands, suits, causes of action, liability, damages, losses, costs and expenses (including reasonable attorneys' fees) of whatsoever nature, including, without limitation, those arising on account of any injury or death of persons or damage to property, caused by, arising out of, or resulting from



any and all services and activities performed by the City or its employees, agents, subcontractors, or consultants relating to the Project and this Agreement.

15. It is understood and agreed that the sole obligation of the Department is the payment to the City the sum of money specified in Section 2 of this Agreement.

16. All payments hereunder by the Department to the City are subject to the budgetary and appropriation requirements of Section 3-216(d)(2) of the Transportation Article of the Annotated Code of Maryland, as amended and supplemented.

17. No right, benefit or advantage inuring to the City under this Agreement may be assigned and no burden imposed on the City hereunder may be delegated or assigned without the prior written approval of the Department.

18. The parties hereby agree that this Agreement shall be construed in accordance with the law of the State of Maryland.

19. As an inducement to the Department to make the Grant, the City hereby certifies to the Department that:

- (a) any resolution, ordinance or other action which may be required by local law has been introduced and adopted, passed, enacted or taken as an official act of the City's governing body, authorizing the execution and delivery of this Agreement by the City in such manner and form as to comply with all applicable laws to make this Agreement the valid and legally binding act and agreement of the City;
- (b) no officer or employee of the City, or its designees or agents, no consultants, no member of the City's governing body, and no other public official of the City, who exercises any functions or responsibilities over the Project or the Grant shall have or obtain a personal or financial interest or benefit from any activity in connection with the Project or Grant or have an interest in any contract, subcontract or agreement with respect therewith;
- (c) the City is not in arrears with respect to the payment of any moneys due and owing the State of Maryland, or any department or unit thereof, including, but not limited to, the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Agreement.

20. The Department and the City certify that they prohibit, and covenant that they will continue to prohibit, discrimination on the basis of:

- (a) age, ancestry, color, creed, marital status, national origin, race or religious or political affiliation, belief or opinion, or sexual orientation;

- (b) sex or age, except when age or sex constitutes a bona fide occupational qualification; or
- (c) the physical or mental disability of a qualified individual with a disability.

Upon the request of the other party, the Department and the City will submit to the other party information relating to its operating policies and procedures with regard to age, ancestry, color, creed, marital status, mental or physical disability, national origin, race, religious or political affiliation, belief or opinion or sex or sexual orientation.

21. The Department and the City shall comply with the State's policy concerning drug and alcohol free workplaces, as set forth in COMAR 01.01.1989.18 and 21.11.08, and must remain in compliance throughout the term of this Agreement.

22. It is specifically agreed between the Department and the City that it is not intended by any of the provisions of this Agreement to create in any public entity, or any member thereof, or in any private entity third party beneficiary status in connection with the performance of the obligations herein.

23. If any provisions of this Agreement is held to be illegal, invalid or unenforceable by a court of competent jurisdiction:

- (a) such provision shall be fully severable;
- (b) this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and
- (c) the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement.

24. This Agreement may be executed in a number of identical counterparts, each of which shall constitute an original and all of which shall constitute, collectively, one agreement.

25. This Agreement shall inure to and be binding upon the parties hereto, their agents, successors and, to the extent an assignment has been approved pursuant to Section 14 of this Agreement, their assigns.

26. Each notice, invoice, demand, request, consent, approval, disapproval, designation or other communications between the parties, to the extent required to be in writing shall be made by United States Mail to the following addressees:

In the case of MDOT:  
Ms. Kate Sylvester  
7201 Corporate Center Drive  
P.O. Box 548  
Hanover, MD. 21076

In the case of the City:

Ms. Helen Perez  
125 North Division St., Rm 202  
Salisbury, MD 21801

**The next page is the signature page.**

IN WITNESS WHEREOF, the parties here to have executed this Agreement as of the day and year first above written.

WITNESS:

MARYLAND DEPARTMENT OF  
TRANSPORTATION

\_\_\_\_\_

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

Leif A. Domsjo  
Acting Deputy Secretary

FUNDS AVAILABLE:

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

\_\_\_\_\_  
David L. Fleming, Chief Financial Officer  
Office of Finance

\_\_\_\_\_  
Assistant Attorney General  
Maryland Department of Transportation

WITNESS:

CITY OF SALISBURY, MARYLAND

*Kimberly R. Nichols*  
5-15-13

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

*James Ireton, Jr.*  
Mayor James Ireton, Jr.