



**SALISBURY CITY COUNCIL
WORK SESSION AGENDA**

**DECEMBER 21, 2020
ZOOM MEETING**

- 4:30 p.m. SPECIAL MEETING (Separate Agenda)
- 4:45 p.m. WORK SESSION
- 4:45 p.m. Ordinance to accept funds for Santa's Workshop- Housing & Community Development
Director Ron Strickler
- 4:50 p.m. Ordinance to accept a grant from MDOT for Naylor Mill Bridge Design- Department of
Infrastructure & Development (DID) Director Amanda Pollack
- 4:55 p.m. Ordinance to create Bicycle Facilities- DID Director Amanda Pollack
- 5:00 p.m. Ordinance – Parking Removal on Fitzwater Street- DID Director Amanda Pollack
- 5:05 p.m. Ordinance – Parking Removal on College Avenue- DID Director Amanda Pollack
- 5:10 p.m. Ordinance – Parking removal on Power Street- DID Director Amanda Pollack
- 5:15 p.m. Council Remarks
- 5:20 p.m. Adjournment

*Times shown are approximate. Council reserves the right to adjust the agenda as circumstances warrant.
The Council reserves the right to convene in Closed Session as permitted under the Annotated Code of Maryland 3-305(b).*

Join Zoom Meeting
<https://us02web.zoom.us/j/5362772908>
Meeting ID: 536 277 2908
+13017158592,,5362772908# US (Germantown)
+13126266799,,5362772908# US (Chicago)
19292056099,,5362772908# US (New York)

MEMORANDUM

To: Andy Kitzrow
From: Ron Strickler, Director of HCDD
Date: December 9, 2020
Re: Bless Our Children Donation Acceptance

Attached please find an ordinance accepting a \$1,000 monetary donation from Draper Holdings Charitable Fund / Bless Our Children campaign in support of the Santa's Workshop program sponsored by the Housing and Community Development Department.

Santa's Workshop is a program where toys are distributed to children that might otherwise not have an opportunity to receive gifts and feel a part of the holidays.

Unless you have any questions, please forward this information to the City Council to be placed on their agenda for discussion at the December 21, 2020 work session, first reading at the January 11, 2021 legislative meeting, and second reading / final passage at the January 25, 2021 legislative meeting. Thank you for your assistance.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SALISBURY APPROVING A BUDGET
ADMENDMENT OF THE CITY'S SPECIAL REVENUE FUND BUDGET AND TO ACCEPT
AND APPROPRIATE DONATED FUNDS FROM THE BLESS OUR CHILDREN CAMPAIGN
FOR THE SANTA'S WORKSHOP PROGRAM.

WHEREAS, the City of Salisbury's Housing and Community Development Department
hosts a Santa's Workshop program every year; and

WHEREAS, Bless Our Children wishes to donate funds to help sponsor this annual
program; and

WHEREAS, the donation of funds will be used to purchase gifts, refreshments and
equipment used to run the program; and

WHEREAS, these donations are to be used for the general welfare of the public by
purchasing toys to provide to children.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY
OF SALISBURY, MARYLAND THAT THE City's FY21 Special Revenue Fund be and hereby
is amended as follows:

- 1) Increase 10700-456423-81001 Contribution Revenue by \$1,000.00
- 2) Increase 10700-546006-81001 Operating Expense by \$1,000.00

BE IT FURTHER ORDAINED that this Ordinance shall take effect from and after the date
of its final passage.

THIS ORDINANCE was introduced and read at a meeting of the Council of the City of
Salisbury held on this _____ day of _____, 2021, and thereafter, a
statement of the substance of the Ordinance having been published as required by law, was finally
passed by the Council on the _____ day of _____, 2021.

ATTEST:

Kimberly R. Nichols
City Clerk

John R. Heath, President
Salisbury City Council

APPROVED BY ME THIS _____ day of _____, 2021.

Julia Glanz, City Administrator
for and at the direction of Jacob R. Day, Mayor



City of
Salisbury
Jacob R. Day, Mayor

To: Julia Glanz, City Administrator
From: Amanda H. Pollack, P.E., Director of Infrastructure & Development
Date: December 3, 2020
Re: Budget Amendment – MDOT Grant for Naylor Mill Bridge Design

AP

The Department of Infrastructure & Development is requesting consideration for a budget amendment to accept a grant from the Maryland Department of Transportation (MDOT) State Highway Administration (SHA) for the design of the replacement of the bridge on Naylor Mill Road. Naylor Mill Bridge (WIS-10) has surpassed its design life and is in need of replacement. Funding is available through the SHA Bridge Replacement Fund. The fund has an 80/20 split, where the City is responsible for 20% of the cost.

Attached is the Master Memorandum of Understanding regarding Federal Aid projects between the City and MDOT SHA dated February 1, 2018. Also attached is a Supplemental Agreement dated November 5, 2020 and Cost Sharing Agreement. The Supplemental and Cost Sharing Agreements are specific to the Naylor Mill Bridge replacement project. The total estimated design costs are \$471,382.72. The grant is for \$377,106.18 (80%) and the City match is \$94,276.54 (20%). The design costs include MDOT SHA staff review costs.

The FY20 Budget Ordinance No 2539 included the projected grant amount which was \$280,000.00. Based on the negotiated scope of work and fee, the grant amount has been increased by \$97,106.18 to \$377,106.18. The design scope of work is attached. MDOT SHA is contracting with Jacobs/EBA Joint Venture to perform the design work.

The City's match was included in the FY20 budget and is supplemented by the annual bridge maintenance account. Matching funds are currently available in project accounts 48062 and 42004.

Unless you or the Mayor have further questions, please forward a copy of this memo, the agreement and the ordinance to the City Council.



In Joint Venture

Revised August 18, 2020

~~Revised: May 20, 2020~~

~~October 11, 2019~~

Ms. Kelly Nash, P.E., Contract Manager
Office of Structures
Maryland State Highway Administration
Mail Stop C-203
707 North Calvert Street
Baltimore, Maryland 21202

Attention: Jordan Tacchetti, P.E., Task Manager

Subject: Contract No. BCS 2014-21G
Highway Structures Engineering Services for State and Local Governments
Proposal for Task No. 12 – Naylor Mill Road over Naylor's Pond Stream

Project: Naylor Mill Road over Naylor's Pond Stream, Salisbury, MD

Mr. Tacchetti:

We thank you for the opportunity to provide our services under the MDOT State Highway Administration (MDOT SHA) Contract BCS 2014-21G. As requested, Jacobs is submitting this proposal for engineering services for the replacement of Bridge No. WIS-10001, Naylor Mill Road over Naylor's Pond Stream in Wicomico County, Maryland. Work in this proposal includes preparation of TS&L Review, PI Review, and Foundation Review submittals as described herein.

INTRODUCTION

Naylor Mill Road, in Wicomico County, Maryland, is a two-lane road that travels generally east to west. The road crosses Naylor's Pond Stream over an existing five-span continuous nail-laminated timber slab bridge between Jersey Road and Scenic Drive, about 1.5 miles northwest of the US 50 and US 13 interchange and approximately three miles north of Salisbury.

The bridge was constructed in 1963 and carries two lanes of traffic, one in each direction. The curb-to-curb width is 30'-1" and the overall length is 59'-6". The deck consists of a bituminous wearing surface on top of a nail-laminated timber deck. The substructure consists of timber abutments, wingwalls, and timber pile bents.

The bridge is currently posted at inventory level for 49,000 pounds for Single Unit Vehicles (GVW), and 56,000 pounds for Combination Unit Vehicles (GVW). The prior bridge inspection report indicates that this bridge is in fair/good condition, and the BSR is 34.2. The bridge is inspected on a 12-month cycle due to the condition of the substructure. This rehabilitation will entail a complete bridge replacement.

APPLICABLE SPECIFICATIONS AND CRITERIA

The design for this task will be in accordance with the latest AASHTO and State Highway Administration criteria, standards and practices. All design work will be accomplished in compliance with the Specifications for Consulting Engineers' Services, Volume II, Sections V, VI, VIII and IX, dated April 1986. The following lists major design criteria governing this project.

Standards

Jacobs will perform all work in accordance with but not limited to:

- *SHA Book of Standards for Highway & Incidental Structures*
- *SHA Standard Specifications for Construction and Materials – 2018*
- *SHA Structural Standards Manual*
- *AASHTO, Policy on Geometric Design of Highways and Streets, 2001*
- *AASHTO, LRFD Bridge Design Specifications, Eighth Edition, 2017*
- *Accessibility Policy & Guidelines for Pedestrian Facilities along State Highways, 2010*
- *Maryland MUTCD – 2011 Edition*
- *SHA Highway Drainage Manual*
- *Maryland 2000 Stormwater Design Manual Volumes I and II*
- *Maryland State Highway Administration, Sediment and Stormwater Guidelines and Procedures, February 20, 2015*
- *2011 Maryland Standards and Specifications for Soil Erosion and Sediment Control*
- *SHA CADD Standards and naming convention*
- *City of Salisbury Construction Standards*
- *City of Salisbury Construction & Material Specifications*
- *Wicomico County, Maryland Construction Standards*
- *Maryland Coordinate System (NAD 83/91, NAVD 88)*

WORK TO BE ACCOMPLISHED

The work under this task consists of preliminary engineering for the replacement of the bridge, including preparation of plans, specifications, and construction cost estimates. Our Joint Venture (JV) team will maintain neat and orderly backup calculations and document all necessary design exceptions and waivers.

Jacobs will perform the roadway design, E & S and SWM design, structural design, MOTAA, maintenance of traffic plans, signage and marking plans, Pre-TS&L submittal, TS&L submittal, PI submittal, environmental coordination/NEPA approval, and foundation plans/foundation report submittal. Our JV partner, EBA Engineering, Inc. (EBA), will perform the hydraulic and hydrological studies and scour analysis. Our sub-consultant, Coastal Resources, Inc. (CRI), will perform the wetland delineation and complete the forest conservation waiver and tree permit. Our

sub-consultant, AB Consultants, Inc. (AB), will perform the surveys, coordinate with local utilities, perform soil, roadway, and SWM borings, and prepare and submit geotechnical report for inclusion in the foundation report.

Items of work to be accomplished, as they relate to the major disciplines on this project include:

1. Project Initiation

- a. Jacobs has received the previous condition inspection report, and other information related to the bridge provided by the City of Salisbury Division of Public Works (City). Jacobs will review this information.

2. Field Visits

- a. Using the latest bridge inspection report as a guide, we will perform a field evaluation of the condition of the bridge. This evaluation will focus on conditions noted in the report. Our two-person team will note our observations and take photographs. No special equipment other than waders will be anticipated to perform this work. We will immediately notify the City if any previously unknown or serious defects are found.
- b. We will perform another site visit to investigate existing roadway (2 persons).

3. Roadway Design

- a. Roadway Design: Jacobs will design the roadway from 100 feet east of the bridge to 100 feet west of the bridge. The roadway design includes the typical section, plan layout, superelevation, traffic barriers, profile and cross sections. We will check sight distances. Design exceptions, if any, are to be determined/identified and design exceptions will be prepared for MDOT SHA review and approval during Final Design.
- b. MOTAA: Jacobs will prepare a Maintenance of Traffic Alternative Analysis (MOTAA), in memorandum format.

Collect Data

- 1. Determine the intersections where traffic data is required. This includes traffic counts, accident data, and existing signal timing.
- 2. Access the SHA website and coordinate with the City of Salisbury to obtain traffic data, documenting the latest count dates.
- 3. Determine what traffic data is still required.
- 4. SHA Travel Forecasting will collect and provide all required traffic data.

Prepare MOTAA: This task involves preparing a MOTAA in accordance with “Transportation Management Plans: Guidelines for Development, Implementation and Assessment.” Jacobs will analyze 3 work zone options.

Work Zone Option #1: Full closure of the bridge and detour all traffic onto MD state highways and city roadways. Construction would occur in one (1) stage.

Work Zone Option #2: Reduce Naylor Mill Road to one (1) lane of traffic in each direction. Construction would occur in two (2) stages. Traffic would be shifted, and two-way traffic would operate on one side while the other side is being replaced. The reverse would be done to replace the opposite side.

Work Zone Option #3: Maintain two (2) lanes of traffic in each direction by constructing a temporary roadway and temporary bridge adjacent to the existing structure.

Upon receipt of the traffic data, the preparation of the MOTAA document includes the following steps:

Develop Memo:

The memo, in general, will include:

- Introduction
- Site Location Map
- Text Description of Study Network
- Text Description of Existing Traffic Volumes and Conditions
- Text Description of Travel Times, Delays, and Queue Lengths
- Assessment of Work Zone Impacts
- Evaluation of Mobility Thresholds
- Benefits/Constraints Discussion
- User Cost
- Cost Estimate
- Level of Service Analyses Comparison
- Work Zone Options Table with Text Descriptions
- Summary and Recommendations

Simulation:

Where applicable, Synchro/HCS analysis will be run and a simulation will be performed in order to evaluate the impact of the work zone options. This requires input of the lane confirmation, lengths, speed limits, etc. into the software.

Analysis will be done for the existing conditions, then for the 3 separate work zone options. It will be assumed that all (100%) of the impacted traffic volume will pass through the work zone being evaluated.

Figures and Typical Sections:

Jacobs will include generic schematic figures of the work zone layout in accordance with the "Book of Standards" and Manual on Uniform Traffic Control Devices (MUTCD). Jacobs will coordinate with SHA-BDD to develop the Typical Sections for any work zone option that requires staged construction and/or temporary structural support(s).

Cost Estimates

Using the Estimator program, Jacobs will prepare a planning level cost estimate for each work zone option, including costs for the Maintenance of Traffic items and user cost for the particular work zone option.

- c. Maintenance of Traffic Design: The scope of work will include preparing plans for a City-selected detour route and preparing MOT plans in the vicinity of the site. The scope of work for Maintenance of Traffic (MOT) plans is based on up to two (2) major phases at two (2) sheets per phase for a total of 4 sheets. Note that plans will not be prepared for the final phases of work, such as pavement milling and final overlays, landscaping, etc., as these will be summarized and/or delineated as needed in text form using standard references. Our scope of work for MOT includes:
- Prepare base MOT plans at a scale of 1" = 30'.
 - Prepare MOT design consisting of work area shading and temporary traffic control device, layouts, temporary signing layouts, sequence of construction, and typical sections.
 - Prepare and submit preliminary MOT design plans.
 - Our proposal **DOES NOT** include the design of pedestrian or bicycle detour plans or sidewalk/ramps designs required for pedestrian or bicycle MOT.
- d. Signing and Pavement Marking Design: The scope of work for signing and pavement marking design will include the design of regulatory, warning, information, and guide signs and pavement markings within the project limits. Our scope of work for signing and pavement marking design includes:
- Perform a field inventory of existing signing and pavement markings within and 200' beyond the project limits.
 - Prepare base signing design plan sheets, using 1" = 30' scale.
 - Prepare proposed signing and pavement marking design.
 - Prepare and submit preliminary signing and pavement marking design plans.
- e. Drainage, Stormwater Management (SWM), Erosion and Sediment Control (ESC): The roadway is in open section, with exiting slopes draining towards the stream. We do not anticipate designing any drainage structures, outside of SWM facilities.
- i. *Design SWM:* Design the SWM facilities with the input of a licensed landscape

architect and adhere to the accepted standards for the profession concerning aesthetics and site planning. This includes not only planting but also grading, landforms, site layout, safety criteria and choice of materials. The SWM facilities shall integrate well visually with the surrounding environment, developments, communities, roadways, and corridor landscaping. The SWM design must follow the most current MDE Design Standards and Site Development Criteria. We anticipate three locations for SWM facilities.

- ii. *Design ESC:* Design ESC for clearing & grubbing, construction, maintenance of stream flow, and Maintenance of Traffic (MOT) phases. Address MDOT SHA and Plan Review Division (PRD) comments on submittals and provide point by point responses.

For E&S Controls, we will develop & finalize ESC model each phase. Model to cover entire Project and include 1-foot contours for each phase. Reference sensitive environmental resource areas such as wetlands, woodlands, streams, and locations of major diversions and sediment controls. Design of initial (clearing and grubbing) phase linear ESC measures to divert, convey, and filter stormwater runoff. This includes determining drainage areas and developing maps.

Design all other initial phase ESC measures including traps, stone outlet structures, inlet protection, dewatering devices, area stabilization, and construction entrances for the phase. This includes determining drainage areas and developing maps. We will prepare plan sheets to depict the E&S Design. Two (2) full-size hard copies of the plan set will be submitted to the City for submission to Wicomico Soil Conservation District.

- iii. *Stormwater Management (SWM) Concept Report:* Prepare a SWM Concept report and revise until SWM concept report is approved. Assemble developed maps, photos, documents, and computations. Prepare narrative and summary tables. The narrative is to cover Project Description, Methodology, Analysis of Points of Investigation (POIs), ESC narrative and Conclusions. The assembled SWM Concept report will follow the approved format. The analysis will thoroughly discuss the project's quantitative and qualitative SWM requirements, proposed methods of SWM, and provide valid reasons when SWM is not feasible. Provide two (2) hard copies and one (1) electronic copy of the Concept SWM report for each submission.
- f. Maintenance of Stream Flow: Prepare a set of maintenance of stream flow plans to facilitate demolition of the existing bridge and construction of the new bridge. The diversions will convey the two-year peak flows.
- g. Preliminary Review: We anticipate that the following sheets will be required:

- Title Sheet
 - Index Sheet
 - Typical Sections
 - Paving and Miscellaneous Details
 - Superelevation Details
 - Geometry Sheets
 - Roadway Plans (1"=30') (2 sheets)
 - Profiles (2 sheets)
 - Maintenance of Traffic Sheets (3 sheets)
 - Erosion and Sediment Control Sheets (4 sheets)
 - Stormwater Management Sheets (4 sheets)
 - Maintenance of Stream Flow Sheets (12 sheets)
 - Cross sections (10 sheets)
 - TOTAL PLAN AND PROFILE SHEETS (43 sheets)
- h. Review Hydrologic and Hydraulic (H&H) Report: We will review the H&H Report prepared by EBA. Specific items to be reviewed include the determination of flows, and the HEC-RAS model. We will review the basic assumptions and review the model inputs. We will perform a sensitivity analysis to determine the effects of minor changes to the model. We will update the H&H Report, re-submit the H&H Report to MDE for re-approval, address MDE comments and coordinate with MDE.

4. Structures

Jacobs will develop the bridge design and construction documents in accordance with the MDOT SHA Structural Standards Manual and the Office of Structures' Policy and Procedures Manual. We will design the bridge for an HL-93 live loading in accordance with the applicable provisions of the *AASHTO LRFD Bridge Design Specifications*, 8th Edition dated 2017. We will prepare drawings using Microstation V8 software and MD SHA CADD standards, using City of Salisbury standard plan sheet borders.

- a. Pre- TS&L Review: Jacobs will prepare the Pre-TS&L Review submittal, identifying at least two structural alternatives for consideration. Plans for the Pre-TS&L Review will include:
- General Plan and Elevation
 - Typical Sections
 - Abutment and Wing Wall Typical Sections

We will submit the following to City of Salisbury DPW for distribution, review and approval:

- Electronic copy (pdf) of the plans
- Preliminary Engineer's Cost Estimate as a pdf and an Excel worksheet
- Preliminary hydrological and hydraulic computations

- Pre-TS&L Report with recommended scheme
- b. TS&L Review: Jacobs will prepare the TS&L Review submittal. Structural plans for the TS&L Review will include:
- General Plan and Elevation
 - Sequence of Construction and Maintenance of Stream Flow (2 sheets)
 - Typical Section
 - Abutment and Wing Wall Plan and Elevations
 - Abutment and Wing Wall Typical Sections

We will submit the following to City of Salisbury DPW for distribution, review and approval:

- Electronic copy (pdf) of the plans
- Preliminary Engineer's Cost Estimate as a pdf and an Excel worksheet

Jacobs will attend the TS&L Review Meeting, assist City of Salisbury DPW with preparing meeting agenda, discuss the review comments, and prepare the meeting minutes.

In addition to comments made at the TS&L Review Meeting, the MDOT SHA and City of Salisbury DPW shall submit their comments to Jacobs in writing. Jacobs will provide written responses to these review comments to City of Salisbury DPW and the MDOT SHA.

- c. PI Review: After updating the plans per the TS&L review comments, Jacobs will prepare the PI Review submittal. Structural plans for the PI Review will include:
- General Plan and Elevation
 - Sequence of Construction and Maintenance of Stream Flow (2 sheets)
 - Typical Section
 - Abutment and Wing Wall Plan and Elevations
 - Abutment and Wing Wall Typical Sections

We will submit the following to City of Salisbury DPW for distribution, review and approval:

- Electronic copy (pdf) of the plans
- Preliminary Engineer's Cost Estimate as a pdf and an Excel worksheet

Jacobs will attend the PI Field Meeting, assist City of Salisbury DPW with preparing meeting agenda, discuss the review comments, and prepare the meeting minutes.

In addition to comments made at the PI Field Meeting, the MDOT SHA and City of Salisbury DPW shall submit their comments to Jacobs in writing. Jacobs will provide written responses to these review comments to City of Salisbury DPW and the MDOT SHA.

Jacobs will prepare a PI Report for City of Salisbury DPW to review. City of Salisbury DPW will submit this report to the MDOT SHA Office of Structures.

- d. Foundation Review: Upon receipt of the boring and drive test data from our sub-consultant, AB Consultants, Inc., Jacobs will develop a foundation report in accordance with MDOT SHA PPM D-79-17 (4). Plans included in the Foundation Review will include:

- General Plan and Elevation
- Hydrologic and Hydraulic Data Sheet
- Sequence of Construction and Maintenance of Stream Flow (2 sheets)
- Typical Section
- Abutment and Wing Wall Plan and Elevations
- Abutment and Wing Wall Typical Sections
- Boring and Drive Tests

We will submit the following to City of Salisbury DPW for distribution, review and approval:

- Electronic copy (pdf) of the Foundation Review submittal
- Engineer's Cost Estimate as a pdf and an Excel worksheet

5. Geotechnical Investigations

- a. AB will drill the soil test borings for roadway design, SWM facilities, and abutments; and produce a Geotechnical Report. See AB's proposal for a detailed scope of work.

6. Surveys

- a. All survey information available from the City will be given to the Joint Venture team. Our subconsultant, AB Consultants, Inc. (AB), will perform field topographic surveys of the bridge site to provide base plan information and update the existing survey. The survey will include the approach roadways and upstream and downstream of the bridge along Naylor's Pond Stream. See AB's proposal for a detailed scope of work.

7. Utilities

- a. Our sub-consultant, AB, will develop a record of the utilities within the project site. AB will contact the local utility companies including Chesapeake Utilities, Verizon

and Comcast to obtain their records. We will include utility records in our base mapping for the project. See AB's proposal for a detailed scope of work.

8. Environmental

- a. It is anticipated that the National Environmental Policy Act (NEPA) document required for this project should be a Categorical Exclusion (CE). The CE will reflect the preferred alternative to properly reflect the scope, intent and impacts of the project. If it is determined that the environmental impacts would be minimal, a Programmatic Categorical Exclusion would be completed.
- b. Using the Environmental Documentation Process Checklist used by MDOT SHA for local government projects involving federal funding, we will collect the environmental documentation for the project. We will coordinate with the Maryland Department of Natural Resources (DNR) through DNR's Online Trilogy Application. We will also coordinate with the US Fish and Wildlife Service (FWS) using FWS's Information, Planning, and Consultation System (IPaC). If resources are identified within the project area, we would coordinate with DNR and FWS accordingly to avoid impacts to sensitive resources and habitat. All environmental coordination will require letters to be on City of Salisbury letterhead. City of Salisbury will provide Jacobs with City letterhead and will review letters prior to Jacobs submitting the letters. If historic resources are identified within the project area and MHT determines that the project would result in No Adverse Effect to historic resources, Jacobs will complete a *de minimis* impact determination request for concurrence by MHT and approval by FHWA. We will forward responses to our requests to MDOT SHA for inclusion with the CE request. We do not anticipate identifying any adverse effects as part of our work. We expect obtaining NEPA approval once we receive all agency responses.
- c. In addition, we will provide notice and obtain comment from County emergency service providers relative to the project. We will prepare letters and forward them to City Police and Fire and Rescue services. We will discuss any comments with the DPW staff and resolve applicable comments into the construction documents.
- d. Jacobs will also assist City of Salisbury with preparing federal aid documents.

9. Wetland Delineation and Permits

- a. Our sub-consultant, Coastal Resources Inc. (CRI), will conduct a site visit to determine the presence of jurisdictional waters of the U.S., including wetlands. All waters of the U.S., including wetlands, intermittent and perennial streams, and ephemeral channels, within the study area will be flagged with pink "wetland delineation" ribbon using the 1987 Corps of Engineers Wetland Delineation Manual and subsequent regulatory guidance. See CRI's proposal for details.

- b. Jacobs will coordinate with MDE to set up an Agency Pre-Application Meeting/Field Verification if needed. We will attend the meeting along with our sub-consultant, CRI. See CRI's proposal for details.
- c. See CRI's proposal for Joint Permit Application, documentation, and agency coordination; and Roadside Tree Permit details.

10. Plat Preparation

- a. Our sub-consultant, AB, will prepare plats in the area of Naylor Mill Road over Naylors Pond Creek. See AB's scope for details.

11. Hydrologic and Hydraulic (H & H) Study

- a. Our JV Partner, EBA Engineering, Inc. (EBA), will perform the H & H Study and Scour Evaluation. See EBA's scope for details.

12. Meetings

- a. Attend Kick-off Meeting and provide Structures portion of meeting minutes (1 meeting).
- b. Attend MDOT SHA OOS TS&L Meeting and provide meeting minutes (1 meeting). One full size set of paper plots and 7 half-size set of paper plots of the plans will be required for this meeting.
- c. Attend PI Field Meeting and provide Structures portion of meeting minutes to be included in the PI Report (1 meeting).
- d. Attend Team Meetings and provide Structures portion of meeting minutes (1 meetings).
- e. Coordinate between disciplines.

13. Quality Assurance / Quality Control

- We will check the plans, specifications and estimate using our quality control procedures. Before all submittals, we will perform an audit to ensure that all our procedures have been followed.
- Review Subconsultant's work.

**INFORMATION TO BE PROVIDED BY CITY OF SALISBURY AND
MDOT SHA**

The Specifications for Consulting Engineers Services, Volume II, Sections V, VI, VII, VIII, and IX, dated April 1986 describes those services the State Highway Administration will provide for this project.

ASSUMPTIONS AND CLARIFICATIONS

- City of Salisbury will provide available as-built plans and inspection reports for the existing bridge.
- Aesthetic treatments, landscape architecture, and/or bridge renderings and are not included with this task.
- Any additional work beyond the Foundation Review submittal will require a separate Task proposal.

DELIVERABLES AND TENTATIVE SCHEDULE

Submit Draft MOTAA Report	3 months after NTP
Submit Final MOTAA Report	4 months after NTP
Submit Pre-TS&L Review Package	4 months after NTP
Submit TS&L Review Package	6 months after NTP
Submit PI Review Package	8 months after NTP
Submit Foundation Review Package	10 months after NTP
Submit Preliminary Right-of-Way Plats	12 months after NTP
Submit E&S Plans (1 st Submittal)	12 months after NTP

COST AND PRICE SUMMARY

Attached is Jacobs' scope of work, man-hour and cost estimates to perform this work. We request approval in the amount of \$444,559.72 of which \$227,512.59 is allotted to Jacobs, \$36,555.29 for EBA Engineering, Inc., \$162,964.96 for AB Consultants, Inc. (DBE), and \$17,526.87 for Coastal Resources, Inc. (DBE). Please see attached budget for detailed cost breakdown.

DBE PARTICIPATION

AB Consultants, Inc. and Coastal Resources, Inc. will participate in this task as DBEs with 41% of the work.

Ms. Kelly Nash, P.E., Contract Manager
Proposal for Contract No. BCS 2014-21G – Task No. 12
Naylor Mill Road over Naylor's Pond Stream
Revised August 18, 2020
~~Revised: May 20, 2020~~
~~October 11, 2019~~

We appreciate the opportunity to assist you with this important project and look forward to helping you meet your objectives. Should you have any questions, please contact our Contract Manager, John Truscello at john.truscello@jacobs.com, or our Task Manager, Mohamed Ahmed at Mohamed.Ahmed@jacobs.com, or by phone at 410-837-5840.

Very truly yours,

JACOBS/EBA - A Joint Venture



Harriet Levine, P.E.
JV Representative

Attachments: 1) EBA Engineering, Inc. Scope of Services
2) AB Consultants, Inc. Scope of Services
3) Coastal Resources, Inc. Scope of Services

cc: Mike Zimmerman, City of Salisbury Dept. of Infrastructure & Development
Dhruba Biswas, EBA
R. Joseph Burns, EBA

MASTER MEMORANDUM OF UNDERSTANDING

**CITY OF SALISBURY
and
MARYLAND DEPARTMENT OF TRANSPORTATION
MDOT SHA HIGHWAY ADMINISTRATION**

**FEDERAL-AID PROJECT
GUIDELINES AND WORKING AGREEMENT**

THIS MASTER MEMORANDUM OF UNDERSTANDING (“MOU”), executed in duplicate, made effective as of the First (1st) day of FEBRUARY 2018, by and between the Maryland Department of Transportation State Highway Administration, acting for and on behalf of, the State of Maryland, hereinafter referred to as “**MDOT SHA**”, and “**City of Salisbury**”, Maryland, a body corporate and politic, hereinafter referred to as the “**Local Public Agency**” or “**LPA**”.

WHEREAS, MDOT SHA is responsible for the oversight of and assistance to the LPA for projects financed with Federal funds in accordance with Title 23 U.S.C.; 23 CFR 635.105 which contains regulations (general and permanent rules published in the Federal Register) relating to highways including 2 CFR 200. Regulations based on Civil Rights requirements in Title 49, the Uniform Relocation Assistance and Real Property Policies, the Federal Highway Administration “**FHWA**”, and other Federal laws and regulations set forth procedures whereby services and facilities of LPA may be utilized on Federally-aided projects and requires that an agreement be executed between MDOT SHA and the LPA setting forth the conditions under which any project would be implemented; MDOT SHA determines if the LPA is able to satisfy the requirements of Title 23 U.S.C. 106(g)(4) and therefore be effective in managing Federally-aided projects; and

WHEREAS, the LPA desires to make improvements to roads, bridges, traffic signals, or other highway-related facilities, or to engage in a safety or highway related project, either on and/or off the Federal-aid system of highways; and

WHEREAS, the MDOT SHA has accepted the proposal of the LPA and agrees to assist in the administering and partnering with the LPA as outlined in this MOU and in the Supplemental Agreement (“**SA**”) as they are developed for any selected project(s); and

WHEREAS, the LPA proposes to utilize Federal funds for eligible project activities and agrees to participate in financing the project if the project costs exceed the amount of the Federal aid; and

WHEREAS, the LPA desires to cooperate with the MDOT SHA in carrying out Projects, in accordance with the regulations, policies, and procedures of the FHWA, with the provisions of the MDOT SHA's, USDOT Order 5020.2 dated August 14, 2014 and Stewardship & Oversight Agreement between the MDOT/SHA/FHWA dated May 21, 2015, where applicable.

NOW, THEREFORE, be it understood the MDOT SHA and the LPA do hereby agree as follows:

I. Project Selection

- A. Projects shall be selected by the LPA in cooperation with the MDOT SHA (hereinafter "**Project**"). Grant Programs may require the LPA to apply for funding that is approved and awarded by a Review Committee. For each Project, the parties will jointly develop a SA, which shall include, when applicable, the following:
1. A Detailed scope and objective(s).
 2. Set milestone targets and schedule.
 3. Indicate compliance with the MDOT SHA's monitoring requirements to include monthly progress or status reports which shall be submitted to the designated Office(s) within the MDOT SHA on or about March 1st, June 1st, September 1st, and December 1st of each year until the Project has been closed out.
 4. Outline the Federal and LPA funding amounts and other pertinent financial information.
 5. Establish roles and responsibilities that are tailored to and recognize the LPA's experience and capabilities
 6. Insure timely delivery.
 7. Monthly billing and reimbursement arrangement.
 8. Set forth a timely Project Closeout Date for the LPA to complete all related project closeout activities and reviews.
 9. Set forth a timely Project Agreement End Date (Period of Performance 2 CFR Part 200.309)
 10. The Project Closeout Date and Project Agreement End Date will be determined using the established MDOT SHA project end date procedures.
 11. Outline records and retention requirements
 12. Identifies the LPA's fulltime employee to be in "responsible charge" of the project as defined on the MDOT SHA Development Guide for Local Public Agencies and other Sub-recipients of federal funds.
- B. The LPA Projects must be included in an approved State Transportation Improvement Program (STIP) and, when applicable, an approved Metropolitan Transportation Improvement Program (TIP).

- C. The LPA's pursuant to 23 U.S.C. 106(g)(4) and the MDOT SHA shall be responsible for determining that sub-recipients of Federal funds have adequate project delivery systems for locally administered projects and sufficient accounting controls to properly manage such Federal-aid funds. The MDOT SHA is also responsible for ensuring compliance with reporting and other requirements applicable to grantees making sub-awards, such as monthly reporting requirements under the Federal Funding Accountability and Transparency Act of 2006, PL 109-282 (as amended by PL 110-252).

II. Procurement of Consultant Services

- A. The LPA shall perform preliminary design (PD) and final design (FD) work under Preliminary Engineering (PE), prepare specification, estimates, contract plans, inspections and/or construction management either with their own forces or by utilizing the services of an approved A/E Consultant in accordance with 23 CFR Part 172.
- B. The LPA shall, prior to initiating procurement of a A/E consultant, request the MDOT SHA approval for procuring an A/E consultant, the contract type, the procurement and payment methods to be used based on the estimated cost, and the award of the A/E consultant contract from the MDOT SHA Office of Procurement through the MDOT SHA Office of Finance Federal Aid Programming Division. If the contract type is an open-end (IDIQ), the LPA shall also request approval of their 2nd Qualification Based Selection (QBS) in awarding of task orders is in compliance with 23 CFR 172.9 (a)(3).
- C. The LPA will use the Development Guide for LPAs and Other Sub-Recipients of Federal Funds for instructions on the procurement and payment methods, and contract types.
- D. The MDOT SHA may allow the following options for obtaining A/E Consultant Services. Each request will be subject to review, availability of services, LPA's ability to manage process as described in Section I.C.

The LPA Consultant Procurement Options:

- 1. The LPA request use of the MDOT SHA open-end contract (IDIQ).
- 2. The LPA procure a project specific contract via the QBS or small purchases method.
- 3. The LPA procure an IDIQ or project specific contract QBS (see section II.B).

III. Preliminary and Final Design

- A. Design Standards:
 - 1. The geometric design standards shall meet FHWA most currently

adopted edition of "A Policy on Geometric Design of Highways and Streets" by American Association of State Highway and Transportation Officials (AASHTO), or as modified with the concurrence of (i) the LPA, and the MDOT SHA for projects exempt from FHWA review, and (ii) the LPA, the MDOT SHA, and FHWA for projects not exempt from FHWA review.

2. Bridge design standards shall be consistent with the current edition of AASHTO Load Resistance Factor Design (LRFD) Bridge Design Specifications.
3. Non-highway projects must conform to the currently accepted standards for the type of work being done, such as architectural standards and/or International Building Code (IBC) (current version).
4. Bicycle and pedestrian facilities funded with Federal funding must conform to design standards in the MDOT's Bicycle Policy & Design Guidelines and Accessibility Guidelines for Pedestrian Facilities along State Highways (current version).
5. All projects must conform to FHWA design standards, specifications and guidelines. Projects within the MDOT SHA right-of-way must conform to the MDOT SHA approved standards where they are more stringent than FHWA requirements as outlined Chapter 9 of the Development Guide for LPA and other Sub-Recipients of Federal Funds. Projects within the Local right of way must meet Local and Federal requirements.
6. The installation of traffic control devices shall meet the warrants and/or guidelines prescribed in the current version of Maryland's Manual on Uniform Traffic Control Devices and Maryland Supplements.
7. The specific design and dimensions shall be determined from said standards using traffic volumes, terrain, and benefit/cost analysis as warranted. Design exceptions shall be cooperatively reviewed and approved by the MDOT SHA, the LPA, and FHWA, for Projects not exempt from FHWA review.
8. The LPA will comply with the Project Design Standards, Guidelines, Policies and Requirements as outlined in Chapter 9 of the Development Guide for Local Public Agencies and Other Sub-Recipients of Federal Funds.

B. Project Plan Development:

1. Preliminary and final design work may be performed by the LPA, the MDOT SHA, or a A / E consultant (23 CFR Part 172),

as agreed to by the LPA and the MDOT SHA (see Section II). PE (preliminary and final design) may be programmed for Federal participation, including surveys, environmental documents, hearings, and permits.

2. LPA will comply with the MDOT SHA approved Book of Standards for Highway & Incidental Structures to develop plans and specifications to the maximum extent practical; and the Standards Specifications for Construction and Materials of the MDOT SHA shall apply unless other MDOT SHA approved specifications are adopted.
3. The appropriate MDOT SHA Office, which may include but not be limited to, the MDOT SHA Office of Highway Development, Office of Traffic and Safety or Office of Structures. The appropriate office will provide technical assistance, guidance and review and approval of the LPA's design documents.

C. Environmental Reviews and Permitting:

1. The preparation, submittal and approval of all environmental permits, clearances and approvals is the responsibility of the local public agencies, except for National Environmental Policy Act (NEPA) clearances and approvals [e.g., Programmatic Categorical Exclusion (PCE), Categorical Exclusion (CE), Finding of No Significant Impact (FONSI), or a Record of Decision (ROD)] specifically required by FHWA to be obtained by the MDOT SHA. Environmental documents must be obtained prior to FHWA authorization of final design funds, right of way funds and construction funds. Permits and other environmental clearances must be obtained prior to submitting PS&E package for advertisement to MDOT SHA.
 - a) LPA must request a NEPA document from the MDOT SHA Environmental Liaison, PCE #1, before initiating any *Preliminary Design* (Preliminary Investigation) activities.
 - b) Generally, the threshold for entering final design is the approval of the NEPA document.
 - c) *Final Design* (Semi-Final, Final, and PS&E) means any design activities following preliminary design that expressly includes the preparation of final construction plans and detailed specifications for the performance of construction work.
 - d) FHWA can approve some final design activities during preliminary design if those activities do not materially affect

the objective consideration of alternatives or have adverse environmental impacts.

- e) The execution or modification of the project agreement to authorize final design for design-bid-build projects shall not occur until after the NEPA decision.
 - f) Under no circumstances may any construction related work, such as long lead item procurement or early work packages, proceed prior to a NEPA decision.
- 2. Portions of the environmental documents may be prepared by the LPA, consultant, or the MDOT SHA, as agreed by the project sponsor and the MDOT SHA. All LPA projects must receive environmental approval through the MDOT SHA's Environmental Planning Division (EPLD) as NEPA approval is not delegated to the LPAs.
 - 3. The MDOT SHA, through its Environmental Planning Section, shall coordinate with the LPA and may provide technical assistance in the preparation of environmental documents, where required. As staff resources are available, the MDOT SHA may also provide technical assistance for the preparation of environmental documents during the preliminary engineering phase of project development. The LPA must follow the Environmental Coordination and Documentation Process for Local Government projects.
 - 4. In conformance with the MDOT SHA and/or Federal established procedures, the LPA shall provide the opportunity for, and hold when required, public involvement or hearings for each Federal-aid project. The MDOT SHA shall, if requested and agreed to in the SA, assist in publicizing and conducting hearings.

D. Railroads

- 1. A railroad certification statement is a standard requirement that applies to all Federal-aid projects, even if railroads are not affected by the project. Sub-recipients are responsible for working with the MDOT SHA's Office of Traffic and Safety's Traffic Development and Support Division (OOTSD) to obtain a railroad certification.
- 2. The Railroad certification statement should include that either no Railroad coordination is required or that all Railroad work has been completed prior to the project or that the necessary arrangements have been made for all Railroad work to be undertaken and completed as required for proper coordination with physical construction schedules.

3. The LPA shall contact the Railroad Liaison within the OOTS TDSD when a highway-rail crossing is located within the project or within 500 feet outside the project limits to determine if a highway-rail crossing safety improvement is needed as prescribed in Chapter 7 of the Development Guide for LPA and other Sub-Recipients of Federal Funds.
4. The LPA may only include costs allowable under Title 23 CFR Part 140 Subpart I, and Title 23 Part 646 Subpart B in the total project costs; all other costs associated with railroad work will be at the sole expense of the LPA, or others. The LPA may request the MDOT SHA, in writing and at project expense, provide railroad coordination and negotiations. However, the MDOT SHA is under no obligation to agree to perform said duties.

E. Utilities

1. A utility certification is a standard requirement that applies to all Federal-aid projects, even if utilities aren't affected by the project. Sub-recipients are responsible for working with the MDOT SHA's District Utility Liaison to obtain a utility certification.
2. The LPA shall follow the MDOT SHA established Utility Policy and Utility Procedures Manual when impacts occur to privately or publicly-owned utilities. MDOT SHA's Utility Policy, Utility Procedures Manual and applicable forms are available through the MDOT SHA's website at <https://www.roads.maryland.gov/Index.aspx?PageId=869> or the MDOT SHA's District LPA Liaison as included in Chapter 8 of the Development Guide for LPA and other Sub-Recipients of Federal Funds.
3. The Utility certification should include that either no Utility coordination required or that all Utility work has been completed prior to the project or that the necessary arrangements have been made for all Utility work to be undertaken and completed as required for proper coordination with physical construction schedules.
4. The LPA shall provide copies of all required utility documentation (Agreements, MOUs, Utility Permits, Utility Certification, Utility cost, Utility schedule, etc.) for each utility listed in the Utility Statement of the Invitation for Bids (IFB) to the MDOT SHA's District Utility Liaison. Only those utility relocations, which are eligible for reimbursement under State Law and Title 23 CFR 645 Subpart A and B, shall be included in the total project costs; all other utility relocations shall be at the sole expense of the LPA, or others. The LPA may send a written request to the MDOT SHA, at LPA expense, to arrange for utility relocations/adjustments lying within

the LPA jurisdiction. This request must be submitted no later than; (i) twenty-one (21) weeks prior to bid let date or (ii) the time needed to relocate utilities with physical construction schedules, whichever is longer. However, the MDOT SHA is under no obligation to agree to perform said duties.

5. The LPA shall not perform any utility work on the MDOT SHA highway right of way without first receiving written authorization from the MDOT SHA.

F. Rights-of-Way

1. The LPA must select the method of acquisition and reference the specific method in the SA. If any federal funding has been utilized during any portion of the project, federal acquisition requirements must be followed regardless if federal funding is used for right-of-way acquisition activities.
2. If the LPA performs right of way acquisition, the following method would apply:

The LPA shall provide all necessary rights-of-way, in compliance with the conditions governing acquisition of rights-of-way with Federal participation, as set forth in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended in 1987, Public Law 91-646, 42 U.S.C. Sections 4601-4655 and the enforcement regulations at no expense to the MDOT and in accordance with the LPA's Right-of-Way Manual. The LPA shall, prior to acquiring any rights-of-way, prepare a LPA's Right-of-Way Manual approved by the MDOT SHA and the FHWA, or use the MDOT SHA's Manual.

3. If the LPA requests the MDOT SHA Office of Real Estate to perform some of the right-of-way services, the applicable part(s) of the following should be used:

If the LPA requests, and the MDOT SHA agrees, the MDOT SHA 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 LPA. The LPA is responsible for providing all the other services in connection with right-of-way acquisitions at their own expense.

4. If the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended in 1987, and the enforcement regulations to the Act or the Manual, are not complied with, neither the MDOT SHA nor the FHWA will participate in the cost of preliminary and final design engineering, construction, or any other costs of the Project(s).
5. The LPA will coordinate with the MDOT SHA Office of Real Estate for revision of all ROW documentation. The MDOT SHA Office of Real Estate

is responsible for issuing a right-of-way certification once all necessary documents are received. For information on the documents needed for submittal, refer to Chapter 6 of the Development Guide for LPAs and Other Sub-Recipients of Federal Funds.

G. Advertisement, Bid and Concurrence in Award

1. The LPA shall submit the Plans, Specifications and Estimate (PS&E) package to the MDOT SHA Office of Finance Federal Aid Programming Division for approval to advertise. Refer to Chapter 10 for process guidance and Appendix F for a PS&E checklist in the Development Guide for LPAs and Other Sub-Recipients of Federal Funds.
2. The LPA shall not advertise the project prior to obtaining written approval of Federal funds. The LPA must advertise the project for competitive bidding and shall award the contract to the lowest responsible and responsive bidder.
3. The LPA must advertise all projects using Maryland Department of General Services website: eMaryland Marketplace.
4. The LPA must conduct a public opening of the sealed bid proposals. The LPA will review and evaluate the bid documents to determine the lowest responsive and responsible bid that conforms to the requirements contained in the Invitation for Bids book and design plans. The LPA must submit a formal request for written concurrence of the bid analysis for the MDOT SHA Concurrence in Award (CIA) approval.
5. The MDOT SHA Office of Construction and the Federal Aid Office shall distribute the CIA letter to the LPA.
6. The LPA must contact the MDOT SHA District Assistant District Engineer of Construction (ADE-C) prior to Notice to Proceed.

IV. Construction & Construction Management

- A. All Project work shall be performed in accordance with plans, estimates, and specifications prepared in accordance with Section II and III, above, approved in advance, by the MDOT SHA, if exempt from FHWA oversight, or by the MDOT SHA and FHWA, if the MDOT SHA's exempt status is not applicable.

The LPA shall either perform project work with their own forces in compliance with 23 CFR 635 Subpart B; 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 23 CFR 635 Subpart A). The LPA forces performing work on a Force Account basis or Agreed Unit Price shall be acceptable to, and approved in advance, by the MDOT SHA and FHWA.

- B. The MDOT SHA, the LPA or qualified consultant may perform construction management, if obtained in accordance with 23 CFR Part 172 as described in Section II.
- C. The LPA shall provide the MDOT SHA with a project and organizational chart including a person in “responsible charge” (RC) of the administration and construction inspection for the project. This person must be a full-time employee of the sub-recipient’s agency who is accountable for the project per FHWA Memorandum dated August 4, 2011, that is included in Appendix G of the Development Guide for LPAs and Other Sub-Recipients of Federal Funds.
 - 1. The LPA may hire a consultant to oversee the project; however, the RC must be available to respond to any issues on the project and be informed on the day-to-day activities.
 - 2. The LPA’s RC will be the primary contact for the MDOT SHA regarding contract administration issues. The RC is ultimately responsible to ensure the requirements described in this manual are followed and documented as a stipulated condition for receiving the Federal Aid associated with the project.
- D. The MDOT SHA ADE-C are responsible for construction oversight. The MDOT SHA ADE-C will establish the oversight expectations for each project located within their District. The ADE-C will assign various field managers who will be authorized as the MDOT SHA construction compliance reviewers. These individuals will serve as the MDOT SHA representatives to the subrecipients regarding compliance reviews, technical questions, guidance, and other information during the project.

V. Inspection

- A. The LPA’s project is subject to inspections by representatives of the MDOT SHA and of the FHWA. The LPA shall complete the inspection processes in accordance with the procedure as outlined in Chapter 11 of the MDOT SHA Development Guide for LPAs and Other Sub-Recipients of Federal Funds.
- B. The LPA and/or consultant employed by LPA must maintain good records, such as measured field quantities for payment; work activities on the Inspectors Daily Reports (IDRs); certifications of material quality; field diaries as a general project record; environmental permits and commitments; and other documentation to show observance with other Federal, State, and local requirements in the contract.
- C. The LPA must supply adequate construction inspection staff during all construction activities. The RC and/or designated on-site consultant assigned to inspect the project are required to have and maintain proper

experience, training, certifications and knowledge throughout the duration of the project to ensure all requirements are met.

1. The number and qualifications of the inspection forces shall be determined in accordance with standards generally applied on other comparable MDOT SHA contracts.
 2. The LPA may supply the inspection forces by assigning its own personnel, by utilizing the services of a consultant acceptable to the MDOT SHA under 23 CFR Part 172 as described in Section II, or by utilizing available MDOT SHA personnel. The MDOT SHA, at the request and expense of the LPA, shall provide its construction inspection forces, if available.
- D. The MDOT SHA District Construction Office, Office of Construction (OOC), OOC Safety Inspectors, OEO Compliance Officer, Office of Environmental Design and/or Highway Hydraulics Division will provide technical support and guidance for compliance documentation.
- E. The LPA will develop a punch list after the semi-final inspection and track completion of remaining items till closeout. The LPA will schedule a project final inspection meeting/walk through and invite all key project personnel (to include SHA District staff, Program Manager and FHWA Area Engineer). The MDOT SHA ADE-C staff must participate in the project final inspection meeting/walk through and the MDOT SHA must approve project acceptance according to the 2015 Stewardship and Oversight Agreement. The MDOT SHA District Construction staff is available for technical support or guidance.
- F. The LPA will send a letter to notify the contractor of the Final Acceptance and the MDOT SHA and FHWA should be carbon copied. A project closeout audit is required by the District Contract Finals personnel prior to processing of final reimbursement and contract closeout.

VI. Material Testing

- A. The LPA must have all materials sampled, tested and inspected to comply with the details published in the specifications at the time of the advertisement award request in accordance with the procedure as outlined in Chapter 11 of the MDOT SHA Development Guide for LPAs and Other Sub-Recipients of Federal Funds.
- B. The AASHTO certified testing laboratory of the LPA or of the MDOT SHA shall be incorporated in the work only after the materials have been approved and accepted by the MDOT SHA.

1. The LPA must contact the MDOT SHA's Office of Materials Technology (OMT) prior to executing the project to determine materials testing requirements and associated expenses.
 2. The MDOT SHA will provide general requirements and an associated cost estimate to the LPA for concurrence.
 3. The MDOT SHA shall accept all materials meeting SHA's Standard Specification for Construction and Materials. The LPAs must follow all current policies, procedures and directives of the MDOT SHA for material testing, clearance and acceptance and in accordance with State Quality Assurance (QA) Processes Manual (<http://roads.maryland.gov/Index.aspx?PageId=284>).
- C. The LPAs and the MDOT SHA must appoint RC persons for each project.
 - D. The LPA's contractor must submit a Source of Supply (SOS) listing for all items used on the project, which identifies the manufacturer and supplier for each material for the MDOT SHA's OMT review and approval.
 - E. The LPA shall submit regular material clearance reports to OMT. Refer to the Materials Clearance Report and Materials Approval Status Report in Appendix G and Chapter 11 of the Development Guide for Local Public Agencies and Other Sub-Recipients of Federal Funds. OMT will issue a Materials Clearance letter when all material issues are resolved.

VII. Changes and Additional Work

- A. The LPA must submit any contract changes to the MDOT SHA Program Manager or RC and the MDOT SHA ADE-C for review and approval. All changes to the project must be accepted and approved in advance by the MDOT SHA (if Exempt from FHWA oversight) or be acceptable and approved in advance by the MDOT SHA and FHWA (if non-Exempt from FHWA oversight).
- B. The cost of any change or additional work that has not been approved by the MDOT SHA or by the MDOT SHA and FHWA shall be borne solely by the LPA.
- C. The LPA will submit a request in accordance with the procedure as outlined in the MDOT SHA Development Guide for LPAs and Other Sub-Recipients of Federal Funds. The MDOT SHA District Office of Construction and Office of Construction's Engineering Support Section will review and provide approval of the package for distribution to the LPA.

VIII. Maintenance of Traffic Operation

- A. The LPA shall install all necessary traffic control devices. All signs, signals, and markings shall conform to the Maryland's Manual on Uniform Traffic Control Devices for Streets and Highways. The LPA is responsible

for the operation and maintenance of all traffic control devices as detailed in Chapter 11 of the MDOT SHA Development Guide for LPAs and Other Sub-Recipients of Federal Funds.

- B. The LPA shall ensure the contractor has a designated Traffic Control Manager with current certifications, to be on site anytime the project requires disruption to the normal flow of traffic and perform Traffic Control Quality Assurance inspections as necessary. The LPA shall document daily Maintenance of Traffic set-ups on the IDRs.
- C. The MDOT SHA District Traffic Office is available for technical support and guidance.

IX Maintenance of Project Improvements

- A. Upon completion of the project, the LPA having jurisdiction will maintain and operate the project at its own cost and expense, and in a manner satisfactory to the MDOT SHA and the FHWA. Where unsatisfactory maintenance has been identified by the MDOT SHA or FHWA and brought to the attention of the LPA in writing, immediate corrective action shall be taken by the LPA at its sole expense.
- B. If the LPA 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 may be withheld from future LPA projects until the infrastructure is properly functioning, or until deficiencies in regulations have been corrected, or until project improvements have been brought to a condition of maintenance to the satisfaction of the MDOT SHA and FHWA.

X. Fund Reimbursement - General

- A. The amount of funds available for the local bridge program will be determined annually by the MDOT SHA.
- B. The MDOT SHA federal funds may be used for all phases of a project, including but not limited to, PE (preliminary and final design), right of way, utility relocation, and construction. The funding use shall be consistent with the applicable program requirements, laws and policies of the MDOT SHA and FHWA. The LPA shall be subject to audits for expenditure of the MDOT SHA funds.
- C. The MDOT SHA and the LPA shall enter into a Supplemental Project Agreement ("SA") to funding reimbursement projects. SAs shall describe the projects and assign specific responsibilities in matters of project financing. The procedure for invoice submittal, review and processing varies based on the LPA; therefore, the details and timeframes of each are determined by the project schedule, unless otherwise amended by the parties.

- D. Funding reimbursements shall be requested by the LPA on, at minimum, a quarterly basis and will be paid on a reimbursement basis up to the maximum amount specified in the approved SA.

XI. Funding Reimbursements - SHA Services for LPA Project

- A. If the LPA requests MDOT SHA services (design, material testing, inspection, etc.) a SA shall be entered to document requested services and agreed upon cost for the services. Payment method for all MDOT SHA expenses incurred will be determined in the SA.
- B. 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 MDOT SHA and general overhead rate as applied to direct costs.
- C. If for any reason the LPA fails to pay any portion of said Project(s) costs, MDOT SHA is hereby authorized to deduct such costs from the LPA's share of applicable Federal Aid funds and/or MDOT SHA Highway User Revenue.

XII. Funding Reimbursements - Eligible Project Costs

- A. The LPA shall be reimbursed for all eligible Project costs to the extent of the amount stipulated in the approved SA. Reimbursement shall be made through the MDOT SHA on a monthly or quarterly basis.
- B. The LPA shall bill the MDOT SHA for federal aid project costs incurred in conformity with applicable federal and state laws. Expenditures by the LPA for maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation unless a current indirect cost plan has been prepared in accordance with the regulations outlined in 2 CFR Part 200 - Uniform Admin Requirements, Cost Principles and Audit Requirements for Federal Awards, and retained for audit.
- C. Final reimbursement shall be made to the LPA upon the acceptance of the Project by the SHA after a satisfactory checklist of the LPA's records has been performed.
- D. The LPA shall maintain, in readily accessible files, all project records in support of all costs incurred and actual expenditures in accordance with local government accounting procedures prescribed by the Maryland State Auditor's Office, the U.S. Department of Transportation, and the MDOT SHA. The records shall be open to inspection by the State and Federal Government at all reasonable times and shall be retained and made available for such inspection for a period of not less than five years from the financial closure of the project to FHWA. Copies of said records shall be furnished to the State and/or Federal Government upon request.

- E. The LPA is not prevented from pooling their funds with other LPA or transportation jurisdictions in order to accomplish one or more transportation projects as long as they meet the federal, state and program policies.
- F. If the LPA makes a written request for the cancellation of a Federal-aid project, the LPA shall bear one hundred (100) percent of all costs as of the date of cancellation. If MDOT SHA was the sole cause of the cancellation, MDOT SHA shall bear one hundred (100) percent of all costs incurred. If it is determined the project was cancelled due to a third party or circumstances beyond the control of MDOT SHA or the LPA, then no further charges may be incurred to the project once work has been terminated. Repayment for completed work will not be required by the LPA.
- G. The requirements of MDOT SHA as required in the 2 CFR part 200.501 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, issue December 26, 2014, and the Federal Single Act must be followed by those LPA receiving \$750,000 or more in Federal funds. The Single Audit Act of 1984, PL 98 502 as amended by PL 104 156, described in "Office of Management and Budget Circular A 133" requires LPA to obtain an audit that includes internal controls and compliance with Federal laws and regulations of all Federally funded programs in which the LPA participates. The cost of this audit can be partially prorated to the Federal program.
- H. If right of way acquisition, or actual construction of the improvement for which PE is undertaken is not started by the close of the tenth fiscal year, following the fiscal year in which preliminary design phase was authorized, the LPA will repay to the State the sum or sums of federal funds paid to the LPA under the terms of this agreement per the PE 10-year rule.
- I. The LPA stipulates, as a condition to payment of the Federal funds obligated, it accepts and comply with the provisions set forth in 23 CFR 630.112. These provisions incorporate by reference all other federal laws and regulations pertaining to the project or the activity for which the funds are obligated. Solely for the purposes of emphasis, such applicable provisions include, but are not limited to, the requirements of Appendix A to 2 CFR Part 170-Award terms for Reporting subaward and executive compensation information, and 2 CFR 200, including for those funds for which such amount will be sub awarded to a sub recipient, 2 CFR 200.331.3
- J. Any costs incurred after the Project Agreement End Date are NOT eligible for federal reimbursement. All eligible costs incurred prior to the Project Agreement End Date must be submitted for reimbursement within 90 days after the Project Agreement End Date or they become ineligible for federal reimbursement.

- K. The procedure for invoice submittal, review and processing varies depending on the LPA and funding program; therefore, the details and timeframes of each are defined in the SA. Additional general information can be found in the Development Guide for LPAs and Other Sub-Recipients of Federal Funds.

XIII. Indemnity

The LPA shall save the MDOT SHA 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 LPA, and from all liability whatever, either directly or indirectly related to that work.

XIV. Nondiscrimination

All parties to this MOU shall comply with the requirements of APPENDIX A through APPENDIX E of SHA's Standard Title VI/Non-Discrimination Assurances DOT Order No. 1050.2A which generally set forth non-discriminatory regulations and other civil rights related regulations. APPENDIX A through APPENDIX E are attached hereto and incorporated herein as substantive parts of this document.

XV. General

- A. This MOU supersedes the previous Federal-Aid AGREEMENT between parties dated August 1, 1978.
- B. This MOU shall inure to and be binding upon the parties and their successors and assigns.
- C. This MOU does not and is not intended to create any rights or benefits for any third party. No third party shall have any legally enforceable rights or benefits under this MOU.
- D. Any amendment to the MOU must first be approved in writing by all the parties signing the MOU, subject to any additional approval required by Maryland law.
- E. This MOU shall be construed, interpreted, and enforced according to the laws of the State of Maryland and in Maryland courts.
- F. The parties hereby warrant and affirm that the persons executing this MOU are authorized and empowered to act on behalf of their respective party.
- G. The WHEREAS clauses are incorporated herein as a substantive part of this MOU.
- H. Contacts:

For the LPA:

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Wicomico County

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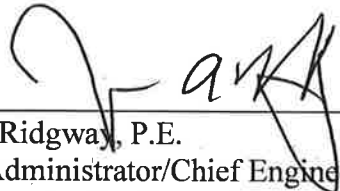
with a copy to:

Agreements Division
MDOT SHA
Office of Procurement and Contract Management
707 N. Calvert Street, MS C-405
Baltimore, MD 21202
Phone: 410-545-5547
Fax: 410-209-5025
Email: SHA_AgreementsTeam@sha.state.md.us

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed by their respective duly authorized officers.


**MARYLAND DEPARTMENT OF TRANSPORTATION
STATE HIGHWAY ADMINISTRATION**


WITNESS


BY:  (SEAL)
Jason A. Ridgway, P.E.
Deputy Administrator/Chief Engineer for
Planning, Engineering, Real Estate, and
Environment

6/14/19
Date

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


Assistant Attorney General

RECOMMENDED FOR APPROVAL


Tim Smith, P.E.
Deputy Administrator/Chief Engineer
for Operations

Lisa B. Conners
Deputy Administrator for Administration


William J. Bertrand
Director
Office of Finance

City of Salisbury
WICOMICO COUNTY, MARYLAND

Laura K Baasland
WITNESS

BY: Jacob Day 7-16-19 (SEAL)
Mayor Date

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF SALISBURY AUTHORIZING THE MAYOR TO SIGN THE SUPPLEMENTAL AGREEMENT AND COST SHARE AGREEMENT AND ACCEPT A GRANT FROM THE MARYLAND DEPARTMENT OF TRANSPORTATION STATE HIGHWAY ADMINISTRATION AND APPROVING AN AMENDMENT OF THE GRANT FUND BUDGET TO ALLOCATE SAID FUNDS FOR PURPOSES OF IMPLEMENTATION.

WHEREAS, the City of Salisbury executed a Master Memorandum of Understanding with the Maryland Department of Transportation regarding Federal Aid projects on February 1, 2018; and

WHEREAS, the City desires to utilize the Maryland Department of Transportation Memorandum of Understanding to perform design services associated with the Naylor Mill Bridge Replacement Project; and

WHEREAS, the Project will replace aging infrastructure and enhance the safety of the transportation network for the City's residents and visitors; and

WHEREAS, Maryland Department of Transportation has awarded a grant in the amount of \$377,106.18 to provide for the Naylor Mill Bridge design; and

WHEREAS, the City's FY20 Budget Ordinance No 2539 included the projected grant amount of \$280,000.00; and

WHEREAS, the actual grant amount has been increased by \$97,106.18 to \$377,106.18; and

WHEREAS, the City shall accept the grant in form of reimbursements and transfer those funds from the Reimbursement account to the Grant Account.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED that the City Council of the City of Salisbury, Maryland does hereby authorize the Mayor to sign the attached Supplemental Agreement accepting the project term and the attached Cost Share Agreement for the betterment of the City and its residents, and accept the grant of \$377,106.18 from the Maryland Department of Transportation to perform the Naylor Mill Bridge design and further authorizes grant reimbursements to be transferred to the appropriate Grant account.

BE IT FURTHER ORDAINED that the City's Grant Fund Budget be amended as follows:

- 1) Increase the Maryland Department of Transportation Grant Revenue Account (10500-425805-48062) by \$97,106.18
- 2) Increase the Engineering Expense Account (10500-513020-48062) by \$97,106.18

BE IT FURTHER ORDAINED that this Ordinance shall take effect from and after the date of its final passage.

THIS ORDINANCE was introduced and read at a meeting of the Council of the City of Salisbury held on the ____ day of _____, 2021, and thereafter, a statement of the substance of the

Ordinance having been published as required by law, was finally passed by the Council on the
____ day of _____, 2021.

ATTEST:

Kimberly R. Nichols, City Clerk

John R. Heath, President
Salisbury City Council

APPROVED BY ME THIS:

____ day of _____, 2021

Julia Glanz, City Administrator
for and at the direction of
Jacob R. Day, Mayor

**MDOT SHA Control No. BCS 2014-21G
FEDERAL-AID PROJECT GUIDELINES AND WORKING
SUPPLEMENTAL AGREEMENT**

(City of Salisbury)

and

**MARYLAND DEPARTMENT OF TRANSPORTATION
STATE HIGHWAY ADMINISTRATION**

This **SUPPLEMENTAL AGREEMENT (“SA”)**, executed on the 5th day of November 2020 is in accordance with the terms of a Master Memorandum of Understanding “MOU” made effective February 1, 2018 by and between the Maryland Department of Transportation State Highway Administration, acting for and on behalf of, the State of Maryland, hereinafter referred to as “**MDOT SHA**”, and **City of Salisbury** Maryland, a body corporate and politic, hereinafter referred to as the “**Local Public Agency” or “LPA”**.

WHEREAS, The MDOT SHA agrees to assist in administering and partnering with the LPA as outlined in the Master Agreement and in this SA developed for the selected project Replacement of Bridge No. WIS-10001 on Naylor Mill Road over Naylor's Pond Stream (**PROJECT**) ; and

WHEREAS, The **PROJECT** activities and reimbursement of expenses are subject to State and Federal requirements; and

WHEREAS, The LPA and MDOT SHA acknowledge the need to define the responsibilities and obligations of each party for the **PROJECT**;

I. Project Information

- A. The **PROJECT** shall consist of the following preliminary engineering for the replacement of the bridge including hydraulic and hydrological studies and scour analysis, wetland delineation, forest conservation waiver and tree permit, surveys, soil brings for roadway and SWM with geotechnical report, roadway design, erosion and sediment control, stormwater design, structural design, MOTAA maintenance of traffic plans, signage and marking plans, Pre-TS&L submittal, TS&L submittal, PI submittal, environmental coordination/NEPA approval, foundation plans/foundation report submittal, and coordinate with local utilities.
- B. The LPA shall be staffed and equipped to perform work satisfactorily and cost effectively, and adequate staffing and supervision exists to manage the Federal project. The LPA has

identified Mr./Ms. Amanda Pollack, P.E., Director of Infrastructure and Development, a fulltime employee, to be the "responsible charge" of the project as defined on MDOT SHA Development Guide for Local Public Agencies and other Sub-recipients of federal funds. If the responsible charge changes, the LPA is responsible for notifying MDOT SHA Program Manager.

II. Project Time Period

- A. All PROJECT activities shall not begin until the execution date of SA and federal authorization from the Program Manager has been provided to the LPA.
- B. The PROJECT Closeout Date and PROJECT Agreement End Date (Period of Performance 2 CFR Part 200.309) will be established at the time of federal authorization. The PROJECT Closeout Date is the date by which the LPA must complete all related project closeout activities and reviews. The Project Closeout Date and Project Agreement End Date will be determined using the established MDOT SHA project end date procedures.
- C. The LPA will comply with MDOT SHA's monitoring requirements to include quarterly progress reports due with the billing invoice, which shall be submitted to the District Engineer within MDOT SHA until the Project has been closed out.
- D. The MDOT SHA and LPA of federal funds shall retain all documents and records subject to audit for a minimum of 3 years from the last expenditure report payment. If there is an action resulting from an audit or other action started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues or the end of the three-year period, whichever is later in accordance with the requirements of 49 CFR Part 18, Section 18.42- Retention and Access Requirements for Records.

III. Project Funding and Payment

- A. The Maryland Department of Transportation will reimburse the LPA up to an amount not to exceed eighty percent (80%) of the eligible expenses of the project.
- B. The LPA shall submit to the District Engineer 1 copy of paid invoices to show costs incurred in constructing the PROJECT on a quarterly basis. For design costs for projects utilizing a MDOT SHA open end consultant, MDOT SHA will bill the LPA 20% of monthly incurred costs.
- C. The MDOT SHA shall provide reimbursement up to the maximum federal funding amount or eighty percent (80%) as specified in Section III A prior to the PROJECT Closeout Date. Reimbursement requests received after the PROJECT Closeout Date will be considered for payment on a case-by-case basis with prior written justification

explaining the expected delay submitted by the LPA. All costs must have been incurred prior to the project agreement end date.

- D. Invoices shall contain sufficient documentation and proof of payment, in MDOT SHA's sole discretion, to evidence actual expenses of items eligible for reimbursement. Upon receipt, the District Engineer will forward invoice to the Federal Aid Billing Office for approval.
- E. The MDOT SHA shall remit payment to the LPA within thirty (30) days following receipt of each invoice, provided:
 - a. The invoice contains all necessary information for processing, in MDOT SHA's discretion,
 - b. No charges are disputed by MDOT SHA,
 - c. The invoice does not exceed 80% of the project costs.
- F. The MDOT SHA shall deduct from each invoice the amount of the non-eligible portion of the expenses any costs deemed not eligible for reimbursement by law. All such non-eligible costs shall be borne solely by the LPA.
- G. There are four options for construction -related services (i.e. construction inspection, materials testing, etc.)
 - a. MDOT SHA Construction Services are not applicable to this agreement;
 - b. The LPA will use their internal staff to complete construction-related services;
 - c. The LPA will hire staff to complete construction-related services;
 - d. MDOT SHA construction-related services for the PROJECT will be reduced by an amount incurred by MDOT SHA equal to the monetary value of the construction related services from federal funding and determined prior to advertisement.
- H. The LPA will not be reimbursed for maintenance activities, maintenance equipment and other non-essential PROJECT activities and they cannot be used towards the LPAs non-federal project cost match.
- I. The LPA must submit separate invoices to MDOT SHA for PROJECT costs to be reimbursed through any other funds, grants, or activities by MDOT SHA, the Maryland Department of Transportation, or the United States Department of Transportation.
- J. The LPA will forward the completed closeout package to the MDOT SHA Program Manager and the Assistant District Engineer- Construction. The completed package will include a certification of PROJECT materials used and of PROJECT workmanship, which must be signed and stamped by the contractor and the LPA. The completed package shall also include a request for the final reimbursement of the remaining eligible costs.

IV. Additional Project Conditions

- A. Upon request by MDOT SHA, submit for MDOT SHA review and written comment, design plans, specifications and estimates at major design milestones, including:
 - a. Preliminary Design Review thirty percent (30%),
 - b. Semifinal Review sixty-five percent (65%),
 - c. Final Review ninety-five percent (95%), and
 - d. Plans, Specifications, and Estimates (PS&E) one hundred percent (100%).
- B. Project documentation must show the environmental review of the project, per 23 CFR part 771, was completed prior to the final design authorization and/or the construction authorization, and that a determination was made before construction authorization that the project's NEPA document(s) remained valid for the authorization decision, or supplemental NEPA documentation was completed before the construction authorization.
 - a. The LPA requests the MDOT SHA to assist in publicizing and conducting public hearings, if required to comply with the NEPA process.
- C. The LPA has agreed to provide all necessary rights-of-way in compliance with the conditions governing acquisition of rights-of-way, set forth in the Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970, Public Law 91-646, 42 U.S. Code SS4601-4655 and any supplemental amendments and in the Federal Aid Policy Guide, as amended, at no expense to MDOT SHA or Federal Highway Administration. The LPA intends to acquire necessary rights-of-way through permanent easement(s) for the project.
- D. The LPA shall require its contractor(s) to provide a surety performance bond in the amount of the most responsive and responsible bid to ensure that the PROJECT will be constructed if the contractor defaults. The LPA or Sub-recipient shall also require a surety payment bond in the amount of the estimated construction cost to ensure that the contractor pays its subcontractors and suppliers, as required by the most current MDOT SHA Standard Specifications for Construction and Materials and addendums, located at <http://www.roads.maryland.gov/ohd/part1.pdf>, page 20, section GP-3.03.
- E. The LPA shall hold a pre-construction meeting with the contractor to which MDOT SHA representatives: Assistant District Engineer of Construction from respective District, Area Materials Engineer from respective District, Equal Opportunity Officers from respective District and Program Manager shall be invited.
- F. Only steel, iron and manufactured items produced in the United States shall be used in carrying out this PROJECT, in accordance with the provisions of the Buy America (23 USC 313 and 23 CFR 635.410), unless a waiver request has been submitted to and approved by the U.S. Secretary of Transportation.
- G. The LPA shall not make any award or permit any award (sub-grant or contract) at any tier to any party which is **debarred or suspended** or otherwise excluded from or ineligible

for participation in federal assistance programs under Executive Order 12549 –
Debarment and Suspension.

H. All notices and/or invoices, if to the LPA, shall be addressed to:

Amanda H. Pollack P.E., Director of Infrastructure & Development
County : City of Salisbury
Agency: Infrastructure & Development
Address: 125 N. Division St, Salisbury, MD 21801
Phone: 410-548-3170
E-mail: APollack@salisbury.md

All invoices from LPA to MDOT SHA sent for processing to:

James W. Meredith, District Engineer
District 1
Maryland Department of Transportation
State Highway Administration
660 West Rd.
Salisbury, MD 21801
Phone: 410-677-4006
Fax: 410-543-6598
E-mail: jmeredith@sha.state.md.us

APPROVED ON BEHALF OF City of Salisbury Maryland

By: _____
Julia Glanz, City Administrator and Acting Mayor
City of Salisbury

Date: _____

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

By: _____
Director, Office of Finance

Date: _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
Assistant Attorney General
Maryland Department of Transportation
State Highway Administration

Date: _____

MDOT MARYLAND DEPARTMENT OF TRANSPORTATIONTM
STATE HIGHWAY ADMINISTRATION

COST SHARING AGREEMENT

Purpose: Documentation of Costs for Services Provided on Behalf of Counties, Municipalities and Others.

Description of work: For MDOT SHA to provide engineering services for the Replacement of Bridge No.

WIS-10001 on Naylor Mill Rd over Naylor Pond Stream in the City of Salisbury

1. I, Amanda H. Pollack, P.E. Director of Department of November 5, 2020
Infrastructure and Development
Name Title Date
Being authorized to act on behalf of City of Salisbury Department of Infrastructure and Development
City of Salisbury
Billing address: Department of Infrastructure and Development
125 N. Division St, Salisbury, MD 21801 (Michael Zimmerman)

Do assure that:

2. The requesting organization does not have adequate forces to perform this service and requests the State Highway Administration to: (check one)
- a. ☐ Manage the entire project.
- b. ☒ Provide services as described above or in the supplemental Attachment A.
3. A written agreement exists between the Maryland Department of Transportation State Highway Administration and the requesting organization, which agreement clearly indicates responsibility for project costs. (If no agreement exists, proceed to 4 and 4a. or 4b.)
- Date of Agreement: _____
- or
- Date of Master Agreement: February 1, 2018
- and
- Date of Supplemental Letter: November 5, 2020
4. The total estimated costs of this project; \$ 471,382.72, which includes the payroll fringe benefit expenses on direct labor and the Administrative and General Overhead Expenses at the prevailing rates, will be invoiced at (check one)
- a. ☒ 20 % of the total actual cost of this project—not to exceed the estimated total cost by more than 15% without prior notification and agreement.
- or
- b. ☐ not to exceed \$ _____

COST SHARING AGREEMENT

Page 2

5. Estimated funds are available and will be paid by the requesting organization, other than Counties, Municipalities and other State Agencies:
 - By advance deposit for the total estimated costs. Refunds to the advance deposit will be issued at the completion of the project.
6. Estimated funds are available and will be paid by the Counties, Municipalities and other State Agencies (check one):
 - a. ☐ By payment of all costs expended to date within 30 days of receipt of SHA's progress billings.
 - b. ☒ By payment of all costs in excess of federal recovery either as an advance deposit or 30 days of receipt of MDOT SHA's progress billings
7. Requesting organizations (including other State Agencies) other than Counties and Municipalities will be billed monthly.
8. Counties and Municipalities will be billed as follows:
 - A project/local share which does not exceed \$60,000 will be billed quarterly
 - A project/local share which exceeds \$60,000 will be billed monthly.
9. Should the County or Municipality default in remitting payment to the State for their portion of the work, their Highway User Revenue Funds will be reduced accordingly.
10. Costs incurred in excess of the advance deposit, if applicable, will be billed monthly.

Authorized Representative of Date
Requesting Organization

District Engineer or Senior Manager Date

PROJECT COST DERIVATION WORKSHEET

PROJECT NUMBER:
PROJECT DESCRIPTION: Salisbury City Naylor Mill Rd.
LOCAL GOVERNMENT BR/BH PROJECT: TRUE
DATE: 11/04/2020

PRELIMINARY ENGINEERING

MDOT SHA STAFF REVIEW COSTS:	\$15,000.00
PAYROLL BURDEN FOR FRINGE BENEFITS FOR SHA STAFF (78.82%):	\$11,823.00
CONSULTANT DESIGN COSTS:	\$444,559.72
ADMINISTRATIVE AND GENERAL OVERHEAD COSTS (7.79%):	\$0.00
(0% for Local Government BR/BH Projects)	<hr/>
TOTAL PROJECT COST:	\$471,382.72
20% Local Government Share:	\$94,276.54
80% FEDERAL BR/BH AID SHARE:	\$377,106.18

NOTES: * THIS FACTOR NOT APPLIED TO LOCAL GOVERNMENT BR/BH PROJECTS

PE PAYROLL BURDEN:	78.82%
PE OVERHEAD*:	7.79%



City of
Salisbury
Jacob R. Day, Mayor

To: Julia Glanz, City Administrator
From: Amanda Pollack, P.E., Director of Infrastructure and Development
Date: November 30, 2020
Re: Ordinance to construct bicycle facilities on selected City Streets

Salisbury Department of Infrastructure and Development is in the process of implementing the Salisbury Bicycle Network Plan which was adopted by Council via Resolution No. 2712 on December 13, 2016. Each year, an ordinance is requested to support the construction of a series of Bicycle facilities across the City to create a bike network as envisioned in the plan.

The attached ordinance includes bicycle facilities on Lake Street, Isabella Street, Delaware Avenue, Cypress Street, West Road and West Main Street. Additionally, at the request of Salisbury University, City staff would like to add bicycle facilities on Wayne Street, Power Street, Avery Street, Milford Street and improve the existing bike facility on Bateman Street. Each of these facilities would consist of dedicated facilities wherever possible, with shared lanes being placed when street width was not sufficient for some form of dedicated facility type.

Unless you or the Mayor have further questions, please forward a copy of this memo and the ordinance to the City Council.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SALISBURY, MARYLAND TO CREATE BICYCLE FACILITIES ON WAYNE STREET, MILFORD STREET, POWER STREET, AVERY STREET, BATEMAN STREET, WEST ROAD, LAKE STREET, ISABELLA STREET, DELAWARE AVENUE CYPRESS STREET AND WEST MAIN STREET IN ACCORDANCE WITH MDMUTCD, CHAPTER 9, AS DESIGNATED BY THE 2017 SALISBURY BICYCLE NETWORK PLAN.

WHEREAS, the City of Salisbury desires to encourage the use of bicycles throughout the City; and

WHEREAS, the Salisbury Charter (SC11-2) gives the City charge of all public ways in the City; and

WHEREAS, the City Council adopted the Salisbury Bicycle Network Plan via Resolution No. 2712 on December 13, 2016; and

WHEREAS, the Department of Infrastructure and Development is in the process of implementing the Salisbury Bicycle Network Plan by making the improvements to the streets listed herein; and

WHEREAS, proposed bicycle routes will consist of a West Side Network of bicycle facilities in both directions along Lake Street from the City Limit to US 50, along Delaware Avenue from the City Limit to West Main Street, along Isabella Street from Delaware Avenue to North Division Street, along West Road from Delaware Avenue to the City Limit, along Cypress Street from Isabella Street to West Main Street, and along West Main Street from Nanticoke Road to Fitzwater Street; and

WHEREAS, proposed bicycle routes will consist of a university East Campus Network of bicycle facilities in both directions along Milford Street from Rt 13 to South Division Street, along Wayne Street from Milford Street to Avery Street, along Power Street from Wayne Street to South Division Street, and along Avery Street from Wayne Street to South Division Street; and

WHEREAS, portions of Bateman Street already have existing bicycle facilities that shall be upgraded to two-way bicycle traffic; and

WHEREAS, portions of Isabella Street already have existing bicycle facilities; and

WHEREAS, in order to define the dedicated bicycle lanes, appropriate lane striping and lane marking must be provided on the pavement; and

WHEREAS, in order to provide a bicycle route, portions of the roads must be marked as shared between motorized vehicular traffic and bicycle traffic; and

WHEREAS, in order to define the portions of the roadway that are to be available for usage by bicycles, appropriate shared markings will be installed on the pavement; and

WHEREAS, in order to clearly define the route, appropriate signage will be installed; and

47 WHEREAS, the curb-to-curb street width on the affected streets shall be unchanged by the
48 proposed bicycle route; and
49

50 WHEREAS, the Department of Infrastructure and Development desires to construct the facilities
51 listed above in a timely and efficient manner to the benefit of the residents and visitors of the City of
52 Salisbury.
53

54 NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF SALISBURY, MARYLAND that
55 bicycle facilities be created on Lake Street, Isabella Street, Delaware Avenue, Cypress Street, West Main
56 Street, Wayne Street, Power Street, Avery Street, Milford Street and Bateman Street as described herein.
57

58 AND BE IT FURTHER ENACTED AND ORDAINED BY THE CITY OF SALISBURY,
59 MARYLAND that this Ordinance shall take effect upon its final passage.
60

61 THIS ORDINANCE was introduced and read at a meeting of the Council of the City of
62 Salisbury, MD held on the _____ day of _____, 2021, and thereafter, a statement of the
63 substance of the Ordinance having been published as required by law, was finally passed by the Council
64 on the _____ day of _____, 2021.
65

66 ATTEST:
67

68 _____
69 Kimberly R. Nichols, City Clerk
70

John R. Heath, President
Salisbury City Council
71

72 APPROVED BY ME THIS:
73

74 _____ day of _____, 2021
75

76 _____
77 Julia Glanz, City Administrator
78 for and at the direction of
79 Jacob R. Day, Mayor



City of
Salisbury
Jacob R. Day, Mayor

To: Julia Glanz, City Administrator
From: Amanda Pollack, P.E., Director of Infrastructure and Development
Date: November 30, 2020
Re: Ordinance to remove parking along a portion of Fitzwater Drive

AP

Salisbury Department of Infrastructure and Development is in the process of implementing the Salisbury Bicycle Network Plan which was adopted by Council via Resolution No. 2712 on December 13, 2016. Recently, DID contacted Chesapeake Shipbuilding regarding specifics of installing the Protected Bike Lanes along Fitzwater Drive and during the process Chesapeake Shipbuilding expressed support for removing some parking along their frontage. Given a history of crashes along this stretch of Fitzwater Drive and the knowledge that more space would create a better protected the bicycle facility, it is recommended to remove parking along Fitzwater Drive from Fitzwater Street to the main gate of Chesapeake Shipbuilding, approximately 310' to the east.

Chesapeake Shipbuilding has had numerous incidences of near-miss crashes where parking obstructed lines of sight for vehicle entering/exiting the main gate of their facility. More importantly, the fence is regularly struck by vehicles speeding through the corridor as noted in the letter from their President, Mr. Stephen McGee. To counter the safety concerns the bikeway plans include narrower lanes which are proven to reduce speeds, and concrete medians to protect the bike lane on higher risk areas. The plans also include a provision for future speed tables or humps if dangerous speeds continue after the bikeway is installed. Additionally, the high volume of of pedestrians and cyclists moving throughout the corridor suggest improvements for such users are warranted. The parking along this portion of the corridor is lightly used, usually only by employees or sub-contractors of Chesapeake Shipbuilding, despite attempts by the Company to prohibit the practice for safety.

The attached ordinance includes a request for authority to remove parking on Fitzwater Drive from Fitzwater Street to the main gate of Chesapeake Shipbuilding. A letter of support from Chesapeake Shipbuilding personnel declaring Company/Property Owner support for parking removal is attached. Approximately 16 parking spaces will be removed.

Unless you or the Mayor have further questions, please forward a copy of this memo and the ordinance to the City Council.

CHESAPEAKE SHIPBUILDING CORP.

SHIPBUILDERS & NAVAL ARCHITECTS

November 25, 2020

William R. White
Department of Infrastructure and Development, City of Salisbury
125 N. Division St., Room 202
Salisbury, MD 21801

Dear Mr. White,

On November 23, 2020, you and I exchanged e-mails regarding the addition of two large monolithic medians that would separate the side accesses to Fitzwater Drive, our employee parking lot, and Fitzwater street into three separate features. I stated that the shipyard has no problem with the addition. I did express our concerns about the addition of a bicycle lane along the south side of Fitzwater Street adjacent to our fence line that runs from our main gate (opposite Delaware Avenue) to Fitzwater Drive. We experience frequent single car accidents that hit the cars parked along Fitzwater Street in this area and also frequently (about once every 4 to 6 weeks this year) penetrate our fence. We feel the addition of a bicycle lane in this area is going to introduce bicyclists to a high danger area. The cause of the accidents, in addition to impaired driving, appears to be high rates of speed when traveling south on Parsons Road and failing to properly negotiate the turn onto Fitzwater Street.

That being said, we also have near misses when exiting our main gate, due to cars parked along the south side of Fitzwater Street. When a speeding car does negotiate the turn, the curvature of Fitzwater Street, coupled with topography and parked cars on the street, greatly reduces reaction time for both a vehicle exiting our facility and a speeding car moving east onto Fitzwater Street. To increase safety for all, Chesapeake Shipbuilding Corp. supports making this stretch of Fitzwater Street, as highlighted in red in Figure 1, a no-parking zone that would be enforceable by local authorities.

Though our employee parking capacity is limited and likely to be further constrained if the shipyard grows the workforce as anticipated in the future, removing parking along this portion of Fitzwater Street would improve safety to a degree that outweighs the lack of parking.

CHESAPEAKE SHIPBUILDING CORP.

SHIPBUILDERS & NAVAL ARCHITECTS

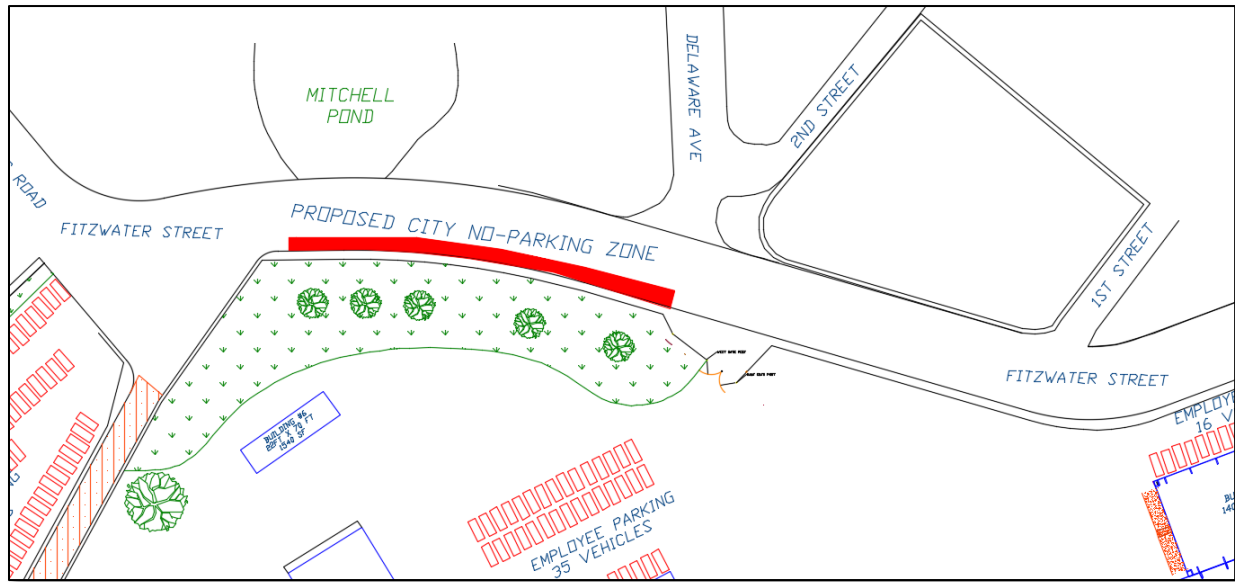


Figure 1 Proposed No-Parking Zone

Should you have any other questions, please feel free to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read 'S. P. McGee'.

Steven P. McGee, PE
President

Chesapeake Shipbuilding Corp.

P: 410-742-4900

Email: smcgee@cheship.com

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SALISBURY, MARYLAND TO ELIMINATE 16 PARKING SPACES ON FITZWATER STREET FROM FITZWATER STREET TO THE MAIN GATE OF CHESPAEAKE SHIPBUILDING APPROXIMATELY 310 FEET EAST IN ORDER TO PREVENT TRAFFIC CRASHES AND ACCOMMODATE A PREVIOUSLY APPROVED SAFE BICYCLE FACILITY ON FITZWATER STREET.

WHEREAS, the City of Salisbury desires to encourage the use of bicycles throughout the City; and

WHEREAS, the Salisbury Charter (SC11-2) gives the City charge of all public ways in the City; and

WHEREAS, Fitzwater Street has on-street parking along the south frontage of the street between Fitzwater Street and West Main Street; and

WHEREAS, removal of selected on-street parking from Fitzwater Street to the main gate of Chesapeake Shipbuilding will allow for safety improvements; and

WHEREAS, Chesapeake Shipbuilding wholly owns all the property on that side of the street and supports the removal of parking; and

WHEREAS, the Department of Infrastructure and Development desires to build bicycle facilities in the areas listed above and to resolve any issues that could lead to traffic crashes in keeping with the Vision Zero Program.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF SALISBURY, MARYLAND that for the purposes and reasons hereinabove set forth, that the removal of 16 parking spaces on Fitzwater Street from Fitzwater Street to the main entrance of Chesapeake Shipbuilding, is hereby approved.

AND BE IT FURTHER ENACTED AND ORDAINED BY THE CITY OF SALISBURY, MARYLAND that this Ordinance shall take effect upon its final passage.

THIS ORDINANCE was introduced and read at a meeting of the Council of the City of Salisbury, MD held on the _____ day of _____, 2021 and thereafter, a statement of the substance of the Ordinance having been published as required by law, was finally passed by the Council on the _____ day of _____, 2021.

ATTEST:

Kimberly R. Nichols, City Clerk

John R. Heath, President
Salisbury City Council

APPROVED BY ME THIS:

47 _____ day of _____, 2021
48
49 _____
50 Julia Glanz, City Administrator
51 for and at the direction of
52 Jacob R. Day, Mayor
53



City of
Salisbury
Jacob R. Day, Mayor

To: Julia Glanz, City Administrator
From: Amanda Pollack, P.E., Director of Infrastructure and Development
Date: November 30, 2020
Re: Ordinance to remove parking on West College Avenue

AP

Salisbury Department of Infrastructure and Development is in the process of implementing the Salisbury Bicycle Network Plan which was adopted by Council via Resolution No. 2712 on December 13, 2016. Recently, DID evaluated necessary preconditions for installing dedicated bicycle facilities on West College Avenue. Given a history of crashes along West College Avenue and the requirement for more space for the bicycle facilities to be adequately protected, the removal of parking along West College Avenue from Lorecrop Drive to Camden Avenue is recommended.

The University has had numerous incidences of near-miss crashes where parking obstructed lines of sight for vehicle entering/exiting the University owned parking lot along West College Avenue. Additionally, the high volume of pedestrians and cyclists moving throughout the corridor suggest improvements for such users are warranted. The parking along West College Avenue has a very low-turnover rate and is mostly empty when University is not in session, suggesting students are the primary users of the parking and as such, the vehicles could be more properly housed at University owned off-street parking facilities.

The attached ordinance includes a request for authority to remove parking on West College Avenue from Lorecrop Drive to Camden Avenue. Salisbury University owns all of the property along the south frontage of West College Avenue and many parcels along the north side. The remaining parcels either have driveways and ample off-street parking, or have on-street parking available on an adjacent side street. A written notice of our request to remove parking has been sent to the adjacent property owners. A letter of support from University personnel declaring University support for parking removal is attached. Approximately 35 parking spaces will be removed, including two residential permit spaces.

Unless you or the Mayor have further questions, please forward a copy of this memo and the ordinance to the City Council.



Facilities and Capital Management
1101 Camden Avenue
Salisbury, MD 21801-6860
410.543.6215
1.888.543.0148
TTY 410.543.6083
FAX 410.548.2228
www.salisbury.edu/fcp

William White, Transportation Projects Specialist
Department of Infrastructure & Development
City of Salisbury
125 North Division Street, Room B13
Salisbury, MD 21801

RE: West College Avenue Bike Lane Project

Mr. White:

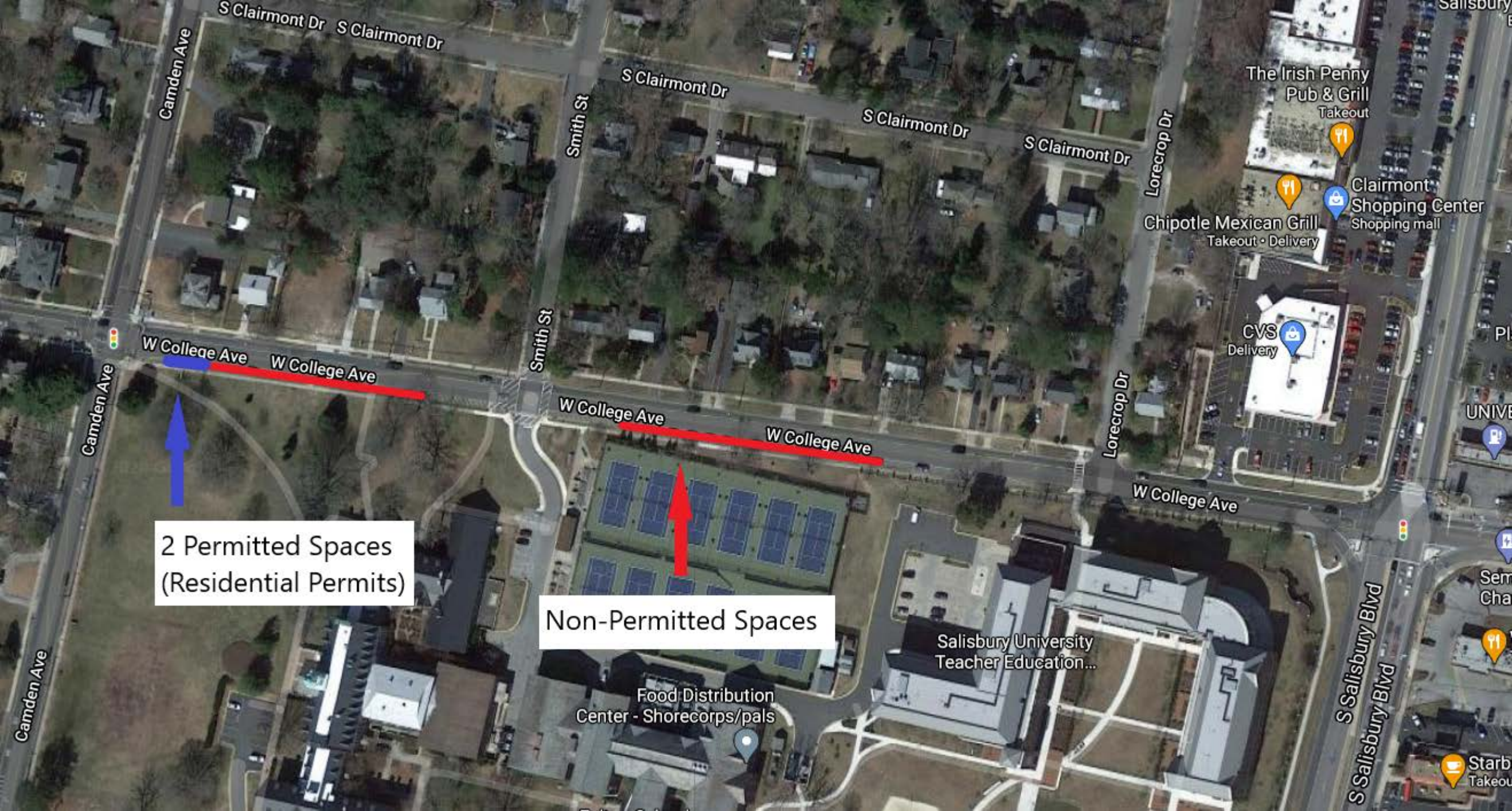
Salisbury University and the City of Salisbury have a strong working relationship and both of our institutions are completely committed to providing safe transportation networks for the local and student populations. The City has gone through a great deal of effort planning a Bicycle Network Plan. Additionally, Salisbury University has achieved Bicycle Friendly University status as awarded by The League of American Bicyclists. It is with this in mind, that Salisbury University supports the effort to install bike lane improvements on West College Avenue which will necessitate the removal of on-street parking on the south side of the street.

We look forward to working with you and the City's Department of Infrastructure & Development to continue to expand bicycling pathways around and through our campus and to seeing the concept plans that you develop for this project. Thanks for your ongoing efforts to make the City of Salisbury a more bicycle friendly city.

Sincerely,

Eric Berkheimer
Associate Vice President of Facilities and Capital Management

cc: Eli Modlin
Marvin Pyles



2 Permitted Spaces
(Residential Permits)

Non-Permitted Spaces

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SALISBURY, MARYLAND TO ELIMINATE PARKING SPACES ON WEST COLLEGE AVENUE FROM LORECROP DRIVE TO CAMDEN AVENUE IN ORDER TO PREVENT TRAFFIC CRASHES AND ACCOMMODATE A PREVIOUSLY APPROVED SAFE BICYCLE FACILITY ON WEST COLLEGE AVENUE.

WHEREAS, the City of Salisbury desires to encourage the use of bicycles throughout the City;

WHEREAS, the Salisbury Charter (SC11-2) gives the City charge of all public ways in the City;
and

WHEREAS, West College Avenue has on-street parking along the south frontage of the street between Camden Avenue and Lorecrop Drive; and

WHEREAS, removal of on-street parking will allow for safety improvements; and

WHEREAS, Salisbury University wholly owns all the property on that side of the street and supports the removal of parking; and

WHEREAS, the Department of Infrastructure and Development desires to build bicycle facilities in the areas listed above and to resolve any issues that could lead to traffic crashes in keeping with the Vision Zero Program.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF SALISBURY, MARYLAND that for the purposes and reasons hereinabove set forth, that removal of the parking spaces from West College Ave, between Lorecrop Drive and Camden Street, is hereby approved.

AND BE IT FURTHER ENACTED AND ORDAINED BY THE CITY OF SALISBURY, MARYLAND that this Ordinance shall take effect upon its final passage.

THIS ORDINANCE was introduced and read at a meeting of the Council of the City of Salisbury, MD held on the _____ day of _____, 2021 and thereafter, a statement of the substance of the Ordinance having been published as required by law, was finally passed by the Council on the _____ day of _____, 2021.

ATTEST:

Kimberly R. Nichols, City Clerk

John R. Heath, President
Salisbury City Council

APPROVED BY ME THIS:

_____ day of _____, 2021

47 _____
48 Julia Glanz, City Administrator
49 for and at the direction of
50 Jacob R. Day, Mayor
51



City of
Salisbury
Jacob R. Day, Mayor

To: Julia Glanz, City Administrator
From: Amanda Pollack, P.E., Director of Infrastructure and Development
Date: November 30, 2020
Re: Ordinance to remove parking on Wayne Street and Power Street

AP

Salisbury Department of Infrastructure and Development is in the process of implementing the Salisbury Bicycle Network Plan which was adopted by Council via Resolution No. 2712 on December 13, 2016. Recently, DID received a request from Salisbury University to remove parking along Power Street and Wayne Street due to safety concerns.

The University has had numerous incidences of near-miss crashes where parking obstructed lines of sight for vehicle entering/exiting the East Campus Professional Complex. Additionally, the relatively high volume of traffic mixing with large numbers of pedestrians and cyclists was deemed unsafe. City Staff met with University Staff and observed the situation. City staff agrees that the removal of parking and separation of traffic modes, via the installation of bike lanes and appropriate buffers will result in a safer, more complete street. Additionally, the desire is to implement these facilities as part of a broader network on Salisbury University's East Campus.

The attached ordinance includes a request for authority to remove parking on Wayne and Power Streets. Salisbury University owns all of the property along Wayne Street and all but two parcels along Power Street. Those remaining parcels, a professional/medical office complex, have ample off-street parking. A written notice of our request to remove parking has been sent. Only one tenant of the medical complex had concerns related to ADA parking along the frontage and Transportation Staff is working to accommodate the concerns, most likely on their private property. An email from University personnel officially requesting the removal of parking is attached. Approximately 68 parking spaces will be removed in total, which is comprised of 36 spaces on Power and 32 parking spaces on Wayne Street in the City ROW.

Unless you or the Mayor have further questions, please forward a copy of this memo and the ordinance to the City Council.

William White

From: Eric Berkheimer <EJBERKHEIMER@salisbury.edu>
Sent: Monday, December 16, 2019 2:51 PM
To: William White
Cc: Joel Davies; Bill Sterling
Subject: RE: Power Street

Follow Up Flag: Follow up
Flag Status: Completed

Will,

Per our conversation, SU would like to formally request the removal of parking along the south side of Power Street and the addition of bike lanes. We defer to you on the best street design to accommodate this request.

We would also welcome any suggestions that you have for adding bike lanes on Wayne Street. Ideally, we could coordinate markings for both the City's and SU's portions of the street.

Thanks for your continued support of improvements to make our streets more bike friendly.

Eric

From: William White [mailto:wwhite@salisbury.md]
Sent: Monday, December 16, 2019 10:28 AM
To: Eric Berkheimer <EJBERKHEIMER@salisbury.edu>
Cc: Joel Davies <JCDAVIES@salisbury.edu>; Bill Sterling <BSterling@salisbury.md>
Subject: RE: Power Street

Eric,

To follow up on our conversation at the MPO meeting last week;

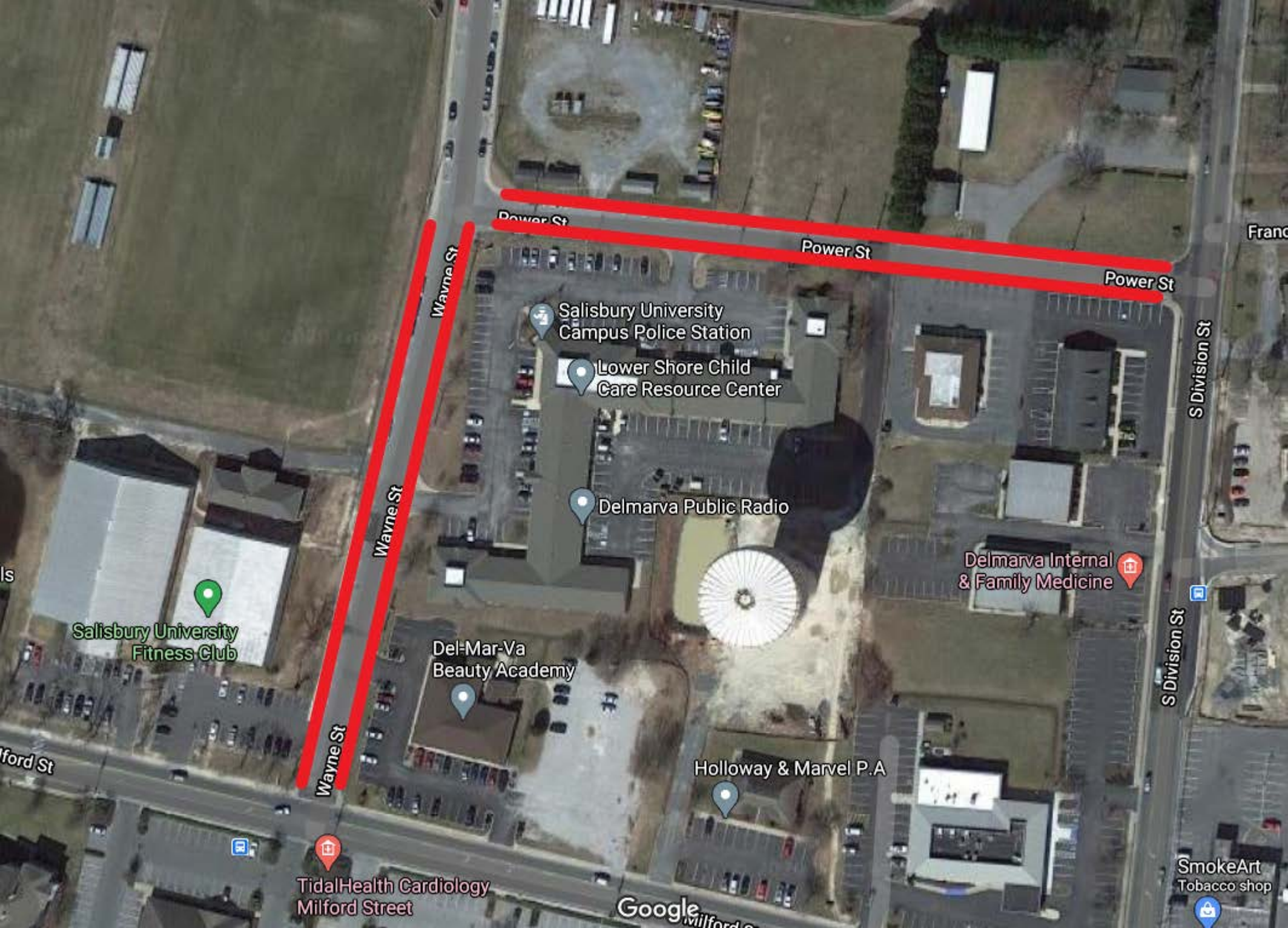
I spoke to Bill Sterling and he is on board with the stepping up enforcement of parking on Power and Wayne St. Once school resumes and it becomes an issue once again, SUPD can call 410-548-3195 and ask to speak to Sam Phillips of Bryant and request that Bryant ride through.

Also, to resolve the safety issue of vehicle parking right up to the driveways at the East Side complex, the University may paint the curbs yellow and remove one or two spots in each direction at the driveways for safety.

Once SU knows for sure which direction it wants to go in we can move forward with presenting an ordinance to Council for more complete parking removal.

Thanks,

William R. White
Transportation Projects Specialist
Department of Infrastructure & Development
City of Salisbury
125 N. Division St., Room B13



Power St

Power St

Power St

Wayne St

Wayne St

Wayne St

S Division St

S Division St

Milford St

Salisbury University
Campus Police Station

Lower Shore Child
Care Resource Center

Delmarva Public Radio

Del-Mar-Va
Beauty Academy

Holloway & Marvel P.A

Delmarva Internal
& Family Medicine

Salisbury University
Fitness Club

TidalHealth Cardiology
Milford Street

SmokeArt
Tobacco shop

Google

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SALISBURY, MARYLAND TO ELIMINATE PARKING SPACES ON POWER STREET, FROM SOUTH DIVISION STREET TO WAYNE STREET, AND TO ELIMINATE THE PARKING SPACES ON WAYNE STREET, FROM MILFORD STREET TO POWER STREET, IN ORDER TO PREVENT TRAFFIC CRASHES AND ACCOMMODATE SAFE BICYCLE FACILITIES AROUND THE EAST CAMPUS OF SALISBURY UNIVERSITY.

WHEREAS, the City of Salisbury desires to encourage the use of bicycles throughout the City; and

WHEREAS, the Salisbury Charter (SC11-2) gives the City charge of all public ways in the City; and

WHEREAS, Power Street connects South Division Street to Wayne Street and all parcels except one are owned by the University and all parcels have off-street parking; and

WHEREAS, Wayne Street connects Milford Street to Power Street and all parcels on both sides are owned in their entirety by Salisbury University; and

WHEREAS, the Department of Infrastructure and Development desires to build bicycle facilities in the areas listed above and to resolve any issues that could lead to traffic crashes in keeping with the Vision Zero Program.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF SALISBURY, MARYLAND that for the purposes and reasons hereinabove set forth, that the removal of parking spaces on Wayne Street and Power Street is hereby approved.

AND BE IT FURTHER ENACTED AND ORDAINED BY THE CITY OF SALISBURY, MARYLAND that this Ordinance shall take effect upon its final passage.

THIS ORDINANCE was introduced and read at a meeting of the Council of the City of Salisbury, MD held on the _____ day of _____, 2021 and thereafter, a statement of the substance of the Ordinance having been published as required by law, was finally passed by the Council on the _____ day of _____, 2021.

ATTEST:

Kimberly R. Nichols, City Clerk

John R. Heath, President
Salisbury City Council

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