



**TO:** Board of Estimates, Office of the Comptroller  
**FROM:** Corren Johnson, Interim Director  
**SUBMITTING AGENCY:** Department of Transportation  
**DATE:** June 12, 2023

**SUBJECT:** Grant Agreement - Pedestrian Facility Remediation for ADA Compliance Citywide

**CONTRACT/GRANT NUMBER:**

**ACTION REQUESTED OF B/E:**

We request the Board to approve the grant agreement between the Maryland Department of Transportation and the Mayor and City Council of Baltimore for transportation infrastructure within the City of Baltimore for pedestrian infrastructure to comply with the Americans with Disabilities Act (ADA).

**PERIOD OF CONTRACT/AGREEMENT:**

**AMOUNT OF MONEY AND SOURCE:** \$10,000,000.00 - FY2022-2027 Consolidated Transportation Program State of Maryland

Account No. 9950-943004-9504-PRJ002550-RC0603 State

**BACKGROUND/EXPLANATION:**

The Maryland Department of Transportation has programmed in the FY 2022-2027 Consolidated Transportation Program – The Secretary's Office – Line seven a total of Ten Million Dollars (\$10,000,000.00) to the Transportation Infrastructure within the City of Baltimore pedestrian infrastructure to comply with the Americans with Disabilities Act (ADA). The grant will enable the City of Baltimore to construct infrastructure improvements to create an interconnected, multi modal network along corridors city-wide.

**MBE/WBE PARTICIPATION:** N/A

**AFFECTED COUNCIL DISTRICT:**

**EMPLOY BALTIMORE:**

**LIVING WAGE:**

**LOCAL HIRING:**

**1% FOR PUBLIC ART:**

*The headers below are for use by reviewing departments ONLY. Please leave them as blank spaces for official endorsements and signatures.*

**FINANCE HAS REVIEWED:**

Marsha Lee

1/13/23

**LAW DEPARTMENT HAS REVIEWED:**

**MWBOO HAS REVIEWED:**

**AUDITS HAS REVIEWED:**

**APPROVED BY THE BOARD OF ESTIMATES:**

**GRANT AGREEMENT**

**BY AND BETWEEN**

**THE MARYLAND DEPARTMENT OF TRANSPORTATION**

**AND**

**THE MAYOR AND CITY COUNCIL OF BALTIMORE**

THIS GRANT AGREEMENT executed electronically and is entered into as of the date of the last signature below (the “Effective Date”), by and between the Maryland Department of Transportation (“Department” or “MDOT”) and MAYOR AND CITY COUNCIL OF BALTIMORE, a body corporate and politic, acting by and through its Department of Transportation (“Recipient”).

WITNESSETH:

WHEREAS, the Department has programmed in the FY 2022-2027 Consolidated Transportation Program – The Secretary's Office – Line Seven a total of Ten Million Dollars (\$10,000,000.00) to the Transportation Infrastructure within the City of Baltimore pedestrian infrastructure to comply with the Americans with Disabilities Act (ADA) requirements (“Project”);

WHEREAS, the Project is within the City of Baltimore, a Municipal Priority Funding Area consistent with State Finance and Procurement Article, Division I, Title 5, Subtitle 7B. Priority Funding Areas and will support transportation infrastructure projects within Baltimore City including improvements to sidewalks, curb ramps, pedestrian signals, pavement markings, asset inventory and tracking to provide access to multimodal transportation and transit as more fully set forth in this Grant Agreement.

WHEREAS, the Project will provide pedestrian facilities that are ADA compliant, improve safety and implement multi modal improvements that by example can, but are not limited to include the following: enhanced pedestrian facilities, sidewalks, curb ramps, crosswalks, ADA upgrades to pedestrian facilities, bus and transit stops, traffic and pedestrian signal improvements/enhancements, and the removal of obstructions in the pedestrian way. ADA Asset inventory and prioritization are prerequisites to understanding the prioritization process for the Project. The Project includes but is not limited to the following work:

- a. ADA Resurfacing Reconciliation and Modification Project—the remediation of pedestrian infrastructure including curb ramps, sidewalks, and pedestrian signals to provide neighborhood access from primary residences to transit and transportation options city-wide. EXHIBIT A attached hereto provides a location list to include, but is not limited to local streets and transit corridors identified through 2022;
- b. ADA Leveraging Neighborhood Equity Enhancement Deployment—the upgrading of pedestrian infrastructure for ADA compliance to provide cohesive mobility pathways

along selected corridor segments city-wide to include pedestrian signals, pavement markings, sidewalk, and curb ramps. EXHIBIT B attached hereto provides locations to include, but are not limited to, corridors identified through 2022;

- c. Quick Build Modifications for ADA Compliance—corrects pedestrian infrastructure that are moderately out of compliance through repair, replacement, and modifications to take advantage of scale and efficiencies to quickly update curb ramps city-wide. EXHIBIT C, attached hereto provides locations identified through 2022; and
- d. ADA Accommodation Requests and Remediation—a set of project locations to reconstruct curb ramps, sidewalks, and obstruction removal that prioritizes residents needs for access to transportation options city-wide. EXHIBIT D, attached hereto, provides a list of locations identified in through 2022.

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

WHEREAS, this grant will enable the Recipient to construct infrastructure improvements to create an interconnected, multi-modal network along corridors city-wide to ensure the safe and accessible movement of motorists, freight carriers, transit users, bicyclists, and pedestrians;

WHEREAS, the Project is consistent with the City of Baltimore's ADA Policy, Complete Streets Design Manual, and Vision Zero Plan;

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

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

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

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

WHEREAS, Section 2-103(i) of the Transportation Article of the Annotated Code of Maryland (2020 Replacement Volume, as amended and supplemented), authorizes the Secretary of Transportation, to the extent permitted by the State budget, to make grants-in-aid to any person, including political subdivisions of the State of Maryland, for any transportation related purpose;

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

1. The above recitals are re-affirmed and incorporated herein by reference.

2. The Department hereby grants to the Recipient a sum not to exceed, in the aggregate, the sum of Ten Million Dollars (\$10,000,000.00) (the "Grant") to be used by the Recipient for the completion of the Project. The Recipient shall be responsible for all work in connection with the Project, including the following:
  - a. Transportation infrastructure projects city-wide that construct, reconstruct, and remediate pedestrian infrastructure for ADA compliance;
  - b. Provide opportunities for community input on recommendations.
  - c. Preparation of quarterly status reports and a final report, as requested by the Department; and
  - d. Monitoring and supervising the compliance with all provisions in this Agreement.
3. Notwithstanding anything to the contrary herein, the maximum amount payable by the Department under this Grant Agreement of \$10,000,000.00;
4. The Project shall be consistent with relevant design standards and guidelines, including 2012 American Association of State Highway and Transportation Officials (AASHTO), the Accessibility Policy and Guidelines for Pedestrian Facilities along State Highways (June 2010), the Maryland Manual of Uniform Traffic Control Devices, and the Access Board Advance Notice of Proposed Rulemaking (ANPRM) on Accessibility Guideline for Shared Use Paths.
5. The Recipient shall engage a professional engineer, registered in the State of Maryland, for design services on the Project. The Recipient shall provide to the Department draft design plans for review and comment and final design plans for the Project record. Notwithstanding anything to the contrary herein, the Recipient shall have final rights of approval.
6. Prior to commencement of work on the Project, the Recipient shall require all contractors and subcontractors to secure and keep in force during the term of this Grant Agreement, from insurance companies, government self-insurance pools or government self-retention funds, authorized to do business in Maryland, the following insurance coverages:
  - a. commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence;
  - b. automobile liability, including Owned (if any), Hired, and Non-Owned automobiles, with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence;
  - c. workers compensation coverage meeting all statutory requirements.

This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage.

The Recipient shall evidence limits of insurability for general liability coverage in an amount of \$800,000 aggregate and \$400,000 each occurrence. The Recipient shall have the right to self-insure. These are the maximum limits of liability for which the Recipient's Self-Insurance Program is responsible, as determined by Section 5-301 *et seq.* of the Courts and Judicial Proceedings Article of the Annotated Code of Maryland, also known as the "Local Government Tort Claims Act."

The Department and its agencies, officers, and employees shall be endorsed on the commercial general liability policies, including any excess policies (to the extent applicable), as an additional insured. Coverage will be primary and noncontributory with any other insurance and self-insurance. There will be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written notice to the Department. Certificates of insurance shall be provided to the Department upon request. All endorsements shall be provided as soon as practicable. Failure to provide insurance as required in this Agreement is a material breach of contract entitling the Department to terminate this Agreement.

7. The Grant represents the maximum financial liability of the Department under this Agreement subject to, limited by and contingent upon the appropriation and availability of funds, as well as the types of liabilities, damage caps, and notice requirements stated in the Maryland Torts Claims Act ("MTCA") currently found at the State Government Article, Section 12-101 *et seq.* of the Maryland Annotated Code.
8. The parties agree that the Recipient will utilize the Grant for the Project in conjunction with other funds it has obtained.
9. The Recipient shall maintain facilities and equipment funded through this Grant for the duration of their useful life, and in any event not less than five years. At the request of the Department, the Recipient shall refund expenditures paid by the Department if Project facilities and equipment are not so maintained.
10. The Recipient may use funds only for costs incurred in connection with the Project. Payment of the Grant by the Department shall be made on a reimbursable basis upon the Grantee's submission of invoices for such payment, subject to the following conditions:

All invoices for payment shall include:

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

Invoices/requests for reimbursement will be submitted not more frequently than once per quarter (90 days). Invoices/requests for reimbursement will be reviewed by MDOT to determine (a) that the indicated costs are allowable hereunder and (b) that the work contributes directly to the accomplishment of the Project. Failure to meet these conditions will result in disallowed costs that will be deducted from the authorized appropriated

amount. Payment shall be made by the Department to the Grantee within thirty (30) days of the Department's receipt and approval of the invoice and accompanying certifications. The final invoice may not be paid until the Final Report is submitted. No Project costs incurred prior to the execution of this Agreement will be reimbursed.

11. The Recipient shall comply with all applicable Federal, State and local laws in expending Grant funds and in carrying out the Project, including compliance with the Americans with Disabilities Act of 1990 as amended, particularly as it relates to public meetings held in connection with the Project.
12. The term of this Agreement shall commence on the Effective Date. At its discretion, the Department may elect to extend the term of the Grant by up to five-year increments, upon written notice by MDOT. The Department reserves the right to suspend or terminate all or part of the financial assistance herein provided and to terminate this Agreement, in whole or in part, if the Recipient breaches or fails to fulfill any of the terms of this Agreement; or
13. In addition to the Department's remedies under this Section, the Department may proceed to protect and enforce all rights available to it, by suit in equity, action in law or by any other appropriate proceedings, any or all of which may be exercised contemporaneously with each other and all of which rights and remedies shall survive the termination of this Agreement.
14. The term of this Agreement shall commence upon the date first set forth above and shall terminate when all documentation of utilization of funds through invoices/requests for reimbursement of the Grant have been made by or on July 1, 2027, whichever is sooner. All work on the Project that is allowable under this Grant must be completed and documentation of payments through invoices/requests for reimbursement must be submitted by the Recipient before the grant termination date. At its discretion, the Department may elect to extend the term of the Grant by up to four years in two-year increments, upon written notice by MDOT.
15. After the five years of the grant agreement and the allowable four years of the grant agreement extension, if the Recipient has not expended the full grant amount of \$10,000,000, and included the appropriate documentation of expenses, the Recipient shall reimburse the Department for any unexpended funds.
16. The Department reserves the right to suspend or terminate all or part of the financial assistance herein provided and to terminate this Agreement, in whole or in part, if the Recipient breaches or fails to fulfill any of the terms of this Agreement. The Grantee acknowledges and agrees that funding under this Agreement is expressly dependent upon the availability to the Department of funds appropriated by the General Assembly and that, except as otherwise provided for herein, the Department shall not be liable for any breach of this Agreement due to the absence of an appropriation. Termination of this Agreement will not invalidate obligations properly incurred by the Grantee prior to the date of termination if such obligations are unable to be canceled. The acceptance of a remittance from the Department of any or all funds, or the closing out of the Department's financial participation under this Agreement, shall not constitute a waiver of any claim which the

Department may otherwise have against the Grantee arising out of this Agreement. If, upon termination of this Agreement, it is determined by the Department that funds are due to the Department, the Grantee shall promptly remit such amount to the Department within forty-five (45) days following written notification to the Grantee from the Department. The Grantee's agreement to remit any excess Grant funds to the Department shall survive the termination of this Agreement.

17. The Recipient shall maintain separate and complete accounting records that are consistent with generally accepted accounting procedures and accurately reflect all income and expenditures of Grant funds for the Project. Recipient accounting records shall be maintained for a period of three (3) years after the termination of this Agreement. The records of the Recipient must be in sufficient detail to determine the nature of the costs incurred and/or expenditures made by the Recipient for the Project.
18. The Department reserves the right to perform interim and final audits of the Grant provided for under this Agreement. Any final audit shall commence within three (3) years of the expiration or earlier termination of this Agreement. In connection with any audit undertaken hereunder, the Recipient shall provide access to all records with respect to the Project. Following the completion of any audit undertaken hereunder, the Recipient shall refund to the Department within forty-five (45) days following notification by the Department any Grant payments that are found to be unsupported by acceptable accounting records or not expended in accordance with the terms of this Agreement. The Recipient's covenant to repay any excess Grant payments shall survive the expiration or earlier termination of this Agreement.
19. This Agreement may be modified only by written instrument, executed by the Department and the Recipient, except for the Grant extension pursuant to section 15.
20. The Recipient shall, to the extent permitted by law, defend, indemnify, and hold harmless the Department, its officers, agents, and employees, from any and all claims, demands, suits, causes of action, liability, damages, losses, costs and expenses (including reasonable attorneys' fees) of whatsoever nature, including, without limitation, those arising on account of any injury or death of persons or damage to property, caused by, arising out of, or resulting from any and all services and activities performed by the Recipient or its employees, agents, subcontractors, or consultants relating to the Project and this Agreement.
21. It is understood and agreed that the sole obligation of the Department is the payment to the Recipient the sum of money specified in Section 3 of this Agreement.
22. All payments hereunder by the Department to the Recipient are subject to the budgetary and appropriation requirements of Section 3-216(d)(2) of the Transportation Article of the Annotated Code of Maryland, (2020 Replacement Volume, as amended and supplemented).



23. No right, benefit or advantage inuring to the Recipient under this Agreement may be assigned and no burden imposed on the Recipient hereunder may be delegated or assigned without the prior written approval of the Department.
24. The parties hereby agree that this Agreement shall be construed in accordance with the law of the State of Maryland.
25. As an inducement to the Department to make the Grant, the Recipient hereby certifies to the Department that:
  - a. any resolution, ordinance or other action which may be required by local law has been introduced and adopted, passed, enacted or taken as an official act of the Recipient's governing body, authorizing the execution and delivery of this Agreement by the Recipient in such manner and form as to comply with all applicable laws to make this Agreement the valid and legally binding act and agreement of the Recipient;
  - b. no officer or employee of the Recipient, or its designees or agents, no consultants, no member of the Recipient's governing body, and no other public official of the Recipient, who exercises any functions or responsibilities over the Project or the Grant shall have or obtain a personal or financial interest or benefit from any activity in connection with the Project or Grant or have an interest in any contract, subcontract or agreement with respect therewith;
  - c. the Recipient is not in arrears with respect to the payment of any moneys due and owing the State of Maryland, or any department or unit thereof, including, but not limited to, the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Agreement.
26. The Department and the Recipient certify that they prohibit, and covenant that they will continue to prohibit, discrimination on the basis of:
  - a. age, ancestry, color, creed, marital status, national origin, race or religious or political affiliation, belief or opinion, or sexual orientation;
  - b. sex or age, except when age or sex constitutes a bona fide occupational qualification;  
or
  - c. the physical or mental disability of a qualified individual with a disability.

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

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

28. It is specifically agreed between the Department and the Recipient that it is not intended by any of the provisions of this Agreement to create in any public entity, or any member thereof, or in any private entity third party beneficiary status in connection with the performance of the obligations herein.
29. If any provision of this Agreement is held to be illegal, invalid or unenforceable by a court of competent jurisdiction:
- a. such provision shall be fully severable;
  - b. this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and
  - c. the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement.
30. This Agreement may be executed in several identical counterparts, each of which shall constitute an original and all of which shall constitute, collectively, one agreement.
31. This Agreement shall inure to and be binding upon the parties hereto, their agents, successors and, to the extent an assignment has been approved pursuant to Section 22 of this Agreement, their assigns.
32. This Agreement may be executed in counterparts; all such counterparts will be deemed one agreement. This agreement may be executed by facsimile or electronic (.pdf) signature and a facsimile or electronic (.pdf) signature will constitute an original for all purposes without delivery of an original signature being thereafter required.
33. Each notice, invoice, demand, request, consent, approval, disapproval, designation or other communications between the parties, to the extent required to be in writing shall be made by United States Postal Mail to the following:

In the case of MDOT:

Heather Murphy, Director  
Office of Planning and Capital  
Programming  
7201 Corporate Center Drive  
Hanover, MD 21076

In the case of the Recipient:

Corren Johnson, Interim Director  
City of Baltimore  
Department of Transportation  
417 East Fayette Street, 5<sup>th</sup> Floor  
Baltimore, MD 21202

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

**ACKNOWLEDGED AND AGREED:**

**IN WITNESS WHEREOF**, the parties hereto have entered into Agreement as of the Effective Date.

WITNESS

**MARYLAND DEPARTMENT OF  
TRANSPORTATION**

\_\_\_\_\_

By: \_\_\_\_\_ (SEAL)

Paul J. Wiedefeld  
Secretary

\_\_\_\_\_  
Date

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

**RECOMMENDED FOR APPROVAL:**

\_\_\_\_\_  
Assistant Attorney General

\_\_\_\_\_  
Jaclyn Hartman  
Director  
Office of Finance

WITNESS

**MAYOR AND CITY COUNCIL  
BALTIMORE, MARYLAND**  
a body corporate and politic

\_\_\_\_\_

By: Corren Johnson 6/12/23  
Corren Johnson, Date  
Interim Director  
City of Baltimore,  
Department of Transportation

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

12th DAY OF June, 2023

W. Michael Mullen

W. Michael Mullen  
Chief Solicitor

**APPROVED BY THE BOARD OF ESTIMATES:**

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Date

**EHIBIT A: ADA Resurfacing Reconciliation and Modification**

Location	From	To
Maryland Ave	29th St	20th St
Biddle Street	St Paul St	Charles St
Biddle Street	Barclay St	Homewood St
Preston St	Wolfe St	Howard
Howard St	Conway St	Baltimore St
Joh Ave	Benson Ave	Caton Ave
Caroline St	Fleet St	40' S. Dock St
20th St	Harford Rd	Asquith St
41st St	Falls Rd	Druid Park Dr
Baltimore National Pike (RT. 40)	Cooks Ln	The City Line
Bouldin St	Toone St	Foster Ave
Broening Hwy	Boston St	O'Donnell St
Cambridge St	Fleet St	Wagner St
Charlcote Rd	Charles St	St. Paul
Charles St	Coldspring Ln.	Charlcote
Cherry Hill RD	Waterview Ave	Giles Rd
Clinton St	Dillion St	Eastern Ave
Cross St	Covington St	William St
E. Coldspring Ln	Loch Raven Blvd	The Alameda
Biddle St	Gay St	Rutland Ave
Chase St	N Broadway	Wolfe St
Eager	McDonogh St	N Durham St
Edmondson Ave	N Chapel Gate Lane	Westgate Rd
Fairmount Ave	N. Kresson Ave	Dead End
Fulton St	Mulberry St	Franklin St
Glenmore Ave	Walther Ave	Belair Rd
Gusryan St	Eastern Ave	O'Donnell St
Highland Ave	Monument St	Pulaski Hwy
Hooper Ave	Girad Ave	Rockrose Ave
Lakewood Ave	Hudson St	O'Donnell St
Lehman St	Millington Ave	Dead End
Lombard St	Ponca St	Bayview Blvd
North Ave	N. Washington St	N. Aisquith St
St. Paul Place	Mulberry St	Saratoga St
N Pulaski St	Mulberry St	Baltimore St
E Randall St	Jackson St	Webster St
S Robinson	Foster Ave	Elliott St
Roundview Rd	Cherry Hill Rd	Cerryland Rd
S East	Fait Ave	Dillon St
Sinclair Ln	Erdman Ave	Parkside Dr
The Alameda	Belvedere Ave	Northern Pkwy
W. Coldspring Ln	Tamarind Rd	Park Heights
Winterbourne Rd	Chelsea Rd	Morris Rd

**EHIBIT A: ADA Resurfacing Reconciliation and Modification**

Location	From	To
W. Forest Park Ave	Windsor Mill Rd	City Line
Woodbourne Ave	Pioneer Dr	Hamilton Ave
W Mulberry St	N Fulton Ave	N. Calhoun St
Yale Ave	Beechfield Ave	Frederick Rd
Purlington Way	E Northern Pkwy	Taplow Rd
Tilbury Way	Taplow Rd	Tunbridge Rd
Chesterfield Ave	Belair Rd	Harford Rd
Clarks Ln	Park Heights Ave	Cross Country Blvd
Southern Ave	Harford Rd	Walther St
Reisterstown Rd	Fulton Ave	Liberty Heights Ave
E Eager St	Fallsway	Ensor St
Garrison Blvd	Belle Ave	Liberty Heights Ave
N Ellamont St	Baker St	Bloomingtondale Rd
Druid Hill Ave	MLK Blvd	Eutaw St
Hilton St	W. North Ave	Liberty Heights Ave
ravel Plaza Intersectio	Odonnell cut off	Travel plaza.
Richard Ave	Southern Ave	Dead End
Ross Drive	Lerch Ave	Dead End
Biddle St	Milton Ave	Wolfe St
The Alameda	Belvedere Ave	Woodbourne Ave
Old Walther Ave	Frankford Ave	Walther Ave
28th St	St. Paul St	Greenmount Ave
Loch Raven Blvd	Northern Parkway	The City Line
N. High St	Hillen St	Fallsway
N. Franklinton Rd	Winans Way	The City Line
Northern Pkwy	York Rd	Intersection
Howard St	28th St	29th St
Gist Ave	Lewiston Ave	W. Rogers Ave
Jonquil Ave	W. Rogers Ave	Northern Pkwy
Clarks Ln	Fallstaff Rd	Western Run Dr
Belle Ave	Eldorado Ave	Rogers Ave
Edgewood St	Garrison Blvd	Liberty Heights Ave
Woodland Ave	Laurel Ave	Pimlico Rd
Rosalind Ave	Laurel Ave	Pimlico Rd
Riggs Ave	Dead End	Wheeler Ave
Edmondson Ave	Bentalou St	N. Pulaski St
Lanvale St	Madison Ave	Eutaw PI
Dorithan	Bareva Rd.	Hilton Rd/Wabash Ave.
W North Ave	N Hilton St	N Edgewood St
N. Franklinton Rd.	Winans Way	Morris Rd
N Warwick Ave	Franklin St	Edmondson Ave
Evergreen St	Franklin St	Edmondson Ave
Ashburton St	Franklin St	Edmondson Ave
Cross Country Blvd	Greenspring Ave	Cross Country Blvd

**EHIBIT A: ADA Resurfacing Reconciliation and Modification**

Location	From	To
Kelly Ave	Cross Country Blvd	Kelly Ave Bridge
N Carrollton Ave	Winchester St	Riggs Ave
Dolphin St	Freemont Ave	Myrtle Ave
S Register St	Aliceanna St	Lancaster St
Charles St	Montgomery St	Conway St
Monroe St	Railway Bridge	Washington Blvd.
Seldner Pl	Race St	Clarkson St

EXHIBIT B: ADA Leveraging Neighborhood Equity Enhancement Deployment

Location	From	To
38th St.	Chestnut Ave.	Elm St.
Aiken St.	Curtain St	Bonaparte Ave.
Alhambra Ave.	Cold Spring La.	Radnor Ave.
Annabel Ave.	4th St.	6th St.
Arlington Ave. N.	Lanvale St.	Lafayette Ave.
Arsan St.	4th St.	5th St.
Atholwood La.	Stafford Rd.	Frederick Ave.
Avon Ave.	Belle Terre Ave.	33 <sup>rd</sup> St.
Ayrdale Ave.	Liberty Heights Ave.	Garrison Blvd.
Baltic Ave.	Chesapeake Ave.	7th St.
Beryl Ave.	Luzerne Ave.	Lakewood Ave.
Birckhead St.	Light St.	Marshall St.
Bonnie Rd.	Claran Rd.	3117 Bonnie Rd.
Boone St.	North Ave.	21st St.
Braddish Ave.	Windsor Ave.	Gwynns Falls Pkwy.
Brighton St.	Poplar Grove St.	Bloomington Rd.
Cator Ave.	Old York Rd.	Wilsby Ave.
Chatford Ave.	Roberton Ave.	Bowleys La.
Chedworth La.	Frederick Ave.	Stafford Rd.
Churhill St. E.	Charles St.	Light St.
Collins Ave. S.	Potter St.	Dead End @ 522 Collins Ave.
Crosswood Ave.	Southern Ave.	Rosekemp Ave.
Denison St.	Bateman Ave.	Powhatan Ave.
Eaton St. S.	Fleet St.	Fait Ave.
Eden St. N.	Baltimore St.	Fayette St.
Eden St. S.	Lombard St.	Pratt St.
Elkader Rd.	Cator Ave.	Belgian Ave.
Ellamont St.	Windsor Ave.	Gwynn Falls Pkwy
Elmora Ave.	Edison Hwy.	Erdman Ave.
Elmora Ave.	Belair Rd.	St. Cloud Ave.
Eugene Ave.	Ridgecroft Rd.	5201 Eugene Ave./Biddison La
Fagley St. S.	Hudson St.	Dillon St.
Gable Ave.	Patapsco Ave.	2306 Gable Ave.
Garrett Ave.	Bonaparte Ave.	25 <sup>th</sup> St.
Gittings St. E.	Marshall St.	Charles
Govane Ave.	Winston Ave.	Ramble Ave.
Grantley St. N.	Lexington St.	Mulberry St.
Grindon Ave.	Gibbons Ave.	Woodbourne Ave.
Grundy St	Bank St.	Fleet St.
Gwynns Falls Trail	Baltimore St.	686 Ft. N of Baltimore St.
Hadley Sq. E. & W.	Hadley Sq. S.	Hadley Sq. N.
Hamlet Ave.	Hemlock Ave.	Louise Ave.
Hamlet Ave.	Roselawn Ave.	Beechland Ave.



EXHIBIT B: ADA Leveraging Neighborhood Equity Enhancement Deployment

Location	From	To
Herring Run Dr.	Woodbourne Ave.	Echodale Ave.
Hilldale Ave.	Park Heights Ave.	Reisterstown Rd.
Hudson St.	Ogden St.	Kane St.
Jasper St.	Franklin St.	Druid Hill Ave.
Joplin St.	Pratt St.	Eastern Ave.
Keene Ave.	Carter Ave.	Walther Ave.
Kenyon Ave.	Clifftmont Ave.	Lyndale Ave.
Kipling Ct.	Belvedere Ave	Cul-de-sac
Kitmore Rd	Northwood Dr.	Loch Raven Blvd.
Lakewood Ave.	Eager St	Biddle St.
Lasalle Ave.	Knell Ave.	Gerland Ave.
Latona Rd.	Echodale Ave.	Goodwood Rd.
Laurel Ave.	Dupont Ave.	Virginia Ave.
Laurens St.	Park Ave.	McCulloh St.
Louise Ave.	McClellan Blvd.	Laurelton Ave.
Manhattan Ave.	Park Heights Ave.	Gist Ave.
Marietta Ave.	Northern Pkwy.	Westfield Ave.
Markley Ave.	Elsrode Ave.	Hampnett Ave.
Mayview Ave.	Frankford Ave.	Anntana Ave.
McAllister St.	Barclay St.	Dead end @ 413 McAllister
McElderry St. Parking Lot	Collington Ave.	Madeira St.
Midwood Ave.	E. Cold Spring Lane	Winston Ave.
Miles Ave.	26th St.	28th St.
Mlford Av.	California Blvd.	Gwynn Oak Ave.
Monterey Rd.	Crestlyn Rd.	Loch Raven Blvd.
Monterey Rd.	Loch Raven Blvd.	The Alameda
Nottingham Rd.	Edmondson Ave.	Woodside Rd.
Orkney Rd.	Bellona Ave.	York Rd.
Overhill Rd.	Charles St.	Linkwood Rd.
Paddington Ave.	St. Albans Way	Springlake Way
Pelham Ave.	Belair Rd.	Mannasota Ave.
Pelham Ave.	Brehms La.	Clifftmont Ave.
Pinewood Ave.	2408 Pinwood Ave.	Laurelton Ave.
Plymouth Rd.	Gibbons Ave.	Echodale Ave.
Port St. N.	McElderry St.	Fayette St.
Presbury St.	Bentalou St.	Warwick Ave.
Presstman St.	Poplar Grove St.	Bloomingtondale Rd.
Price Ave.	Northern Pkwy.	Mortimer Ave.
Queen Anne Rd.	Mondawmin Ave.	Talbot Rd.
Ramble Ave.	Govane Ave.	Ready Ave.
Ramsay St.	Fulton Ave.	Monroe St.
Ready Ave.	Ramble Ave.	Winston Ave.
Richwood Ave.	Alhambra Ave	Midwood Ave.

**EXHIBIT B: ADA Leveraging Neighborhood Equity Enhancement Deployment**

Location	From	To
Robb St.	Bonaparte Ave.	25th St.
Rockwood Ave.	Key Ave.	Winner Ave.
Rosedale St. N.	Gwynn Falls Pkwy	Mondawmin Ave.
Rosedale St. N.	Piedmont Ave.	Carlisle Ave.
Rosekemp Ave.	Crosswood Ave.	Walther Ave.
Rubin Ave.	Mortimer Ave.	Glen Ave.
Saratoga St. W.	Allendale St.	Grantley St.
Sargeant St.	Cross St.	Bayard St.
Southern Ave.	de-sac @ 2101 South	Pilgrim Rd.
Stafford Rd.	Chedworth La.	Atholwood La.
Stanwood Ave.	Belair Rd.	Mannasota Ave
Stratford Rd.	Charles St./Charlote F	St. Paul St.
Stratford Rd.	Greenway	Northway
Streeper St. S.	Hudson St.	Odonnell St.
Streeper St. S.	Foster St.	Fleet St.
Strickland St.	Sunset Dr.	Longwood St.
Stuart Ave.	Whitney Ave.	Sulgrave Ave.
Sunset Dr.	Strickland St.	Hurley Ave.
Sunset Rd.	Hurley Ave.	Sunset Dr.
Talbot St. E. & W.	Hanover St.	Leadenhall St.
Theodore Ave.	Carter Ave.	Glenmore Ave.
Violet Ave.	Park Heights Ave.	Reisterstown Rd.
Westbrook Ave.	Labyrinth Rd.	Fallstaff Rd.
Westerwald Ave.	Belle Terre Ave.	33 <sup>rd</sup> St.
Westfield Ave.	Old Harford Rd.	Laurelton Ave.
Wetherburn Rd.	Greenspring Ave.	Rusk Ave.
White Oak Ave.	Fernhill Ave.	Dolfield Ave.
Williamson Ave.	Glenhyle Ave.	Dead End
Williamson Ave.	5801 Williamsin Ave	Labyrinth Rd.
Williamson Ave.	Labyrinth Rd.	Clarks Ln.
Winans Way Trail	Franklinton Rd.	Gwynns Falls Trail Bridge
Windsor Ave.	Braddish Ave.	Poplar Grove St
Winthrope Ave.	Walther Ave	White Ave.

EXHIBIT C: ADA Quick Build Locations

Location	Intersection
FULTON AVE	PRESBURY ST
FULTON AVE	WESTWOOD
PRESSTMAN ST	N FULTON AVE
FULTON AVE	NORTH AVE
GILMOR ST	WINCHESTER ST
GILMOR ST	RIGGS AVE
GILMOR ST	PRESSTMAN ST
NORTH AVE	ASHBURTON ST
2750 W NORTH AVE	WALBROOK AVE
EDGEWOOD ST	WALBROOK AVE
CLIFTON AVE	CHELSEA TER
CLIFTON AVE	ALLENDALE RD
DENISON ST	WALBROOK AVE
EDGEWOOD ST	WALBROOK AVE
CLIFTON AVE	GARRISON BLVD
CLIFTON AVE	MOUNT HOLLY
CLIFTON AVE	HOLLY AVE
GWYNNS FALLS PKWY	LYNDHURST AVE
1905	Bloomington Rd
EDGEWOOD ST	CLIFTON AVE
DOLFIELD AVE	WHITE OAK AVE
DOLFIELD AVE	WALLINGTON AVE
GWYNNS FALLS PARKWAY	CLIFTON AVE
DOLFIELD AVE	AYRDALE AVE-
DOLFIELD AVE	FERNHILL AVE
DOLFIELD AVE	LEWIN AVE
DOLFIELD AVE	OAKFORD AV
DOLFIELD AVE	FERNHILL AVE
DOLFIELD AVE	RIDGEWOOD AV
GARRISON BLVD	FERNHILL AVE
FERNHILL AVE	WHITE OAK AVE
GARRISON BLVD	PENHURST AVE
4525	GARRISON BLVD
GARRISON BLVD	BELVIEU AVE

**EXHIBIT D: ADA Accomodation Requests**

<b>Location</b>	<b>Nearest Intersection</b>
Falls Rd	Lake Ave
Guilford Ave	26th St
Park Heights Ave	Cottage Ave
Federal St	N Caroline St
Fairview Av	Garrison Blvd
Burnwood Rd	Hillen Rd
Windsor Mill Rd	N Forest Park Ave
N Charles Street	North Ave
Guilford Ave	33rd St
Jasper St	W Centre St
N Chester St	Eager St
Oliver and N. Linwood	N. Linwood
E Belvedere Ave	Hillen Rd
Madison Ave	North Ave
McMechen st	Eutaw Pl
Mt Clare St	Lombard St
Chesterfield Ave	Juneway
McClellan Blvd	Laurelton Ave
Joseph Ave	Round Rd



TO: Board of Estimates, Office of Comptroller  
 FROM: AGC2300-PROC - Procurement  
 DATE: 06/21/2023  
 SUBJECT: Informal - Cooperative Contract - Sourcewell Contract Number  
 010521-LTS-8 - Playground and Water Play Equipment with Related  
 Accessories and Services

**ACTION REQUESTED OF BOARD OF ESTIMATES:**

The Board is requested to approve a Equipment Maintenance/Service Contract Cooperative Contract  
Playground Specialist, Inc..

PERIOD OF CONTRACT/AGREEMENT: 06/06/2023 to 02/17/2025

**AMOUNT AND SOURCE OF FUNDS:**

Transaction Amount: \$ 2,393,332.00

Project #: RQ-008502

Project Fund	Amount
9938-CAP009474-SC630404	\$ 333,332.00
5000-CCA001325-SC640409 GRT001385	\$ 10,000.00
9901-CAP009110-SC630404 GRT001385	\$ 2,050,000.00

**BACKGROUND/EXPLANATION:**

Execution of the attached agreement will provide for the demolition of existing playgrounds, installing new playgrounds and equipment. This will provide compliant safety surfacing, site amenities and ongoing maintenance to playgrounds at various location across the City.

The above amount is the City's estimated requirement; however, the vendor shall supply the City's entire requirement, be it more or less.

It is hereby certified that the above procurement is of such a nature, that no advantage will result in seeking, nor would it be practicable to obtain, competitive bids. Therefore, pursuant to Article VI, Section 11 (e) (i) of the City Charter, the procurement of the equipment and/or service is recommended.

MBE / WBE Participation not required / MWBOO granted a waiver

EMPLOY BALTIMORE:            LIVING WAGE:            LOCAL HIRING:

N/A

N/A

N/A

1% FOR PUBLIC ART:

This is a Capital Funds project.

**Public Art Cost Eligible: 2,383,332.00 and Public Art transfer amount: 23,833.32**

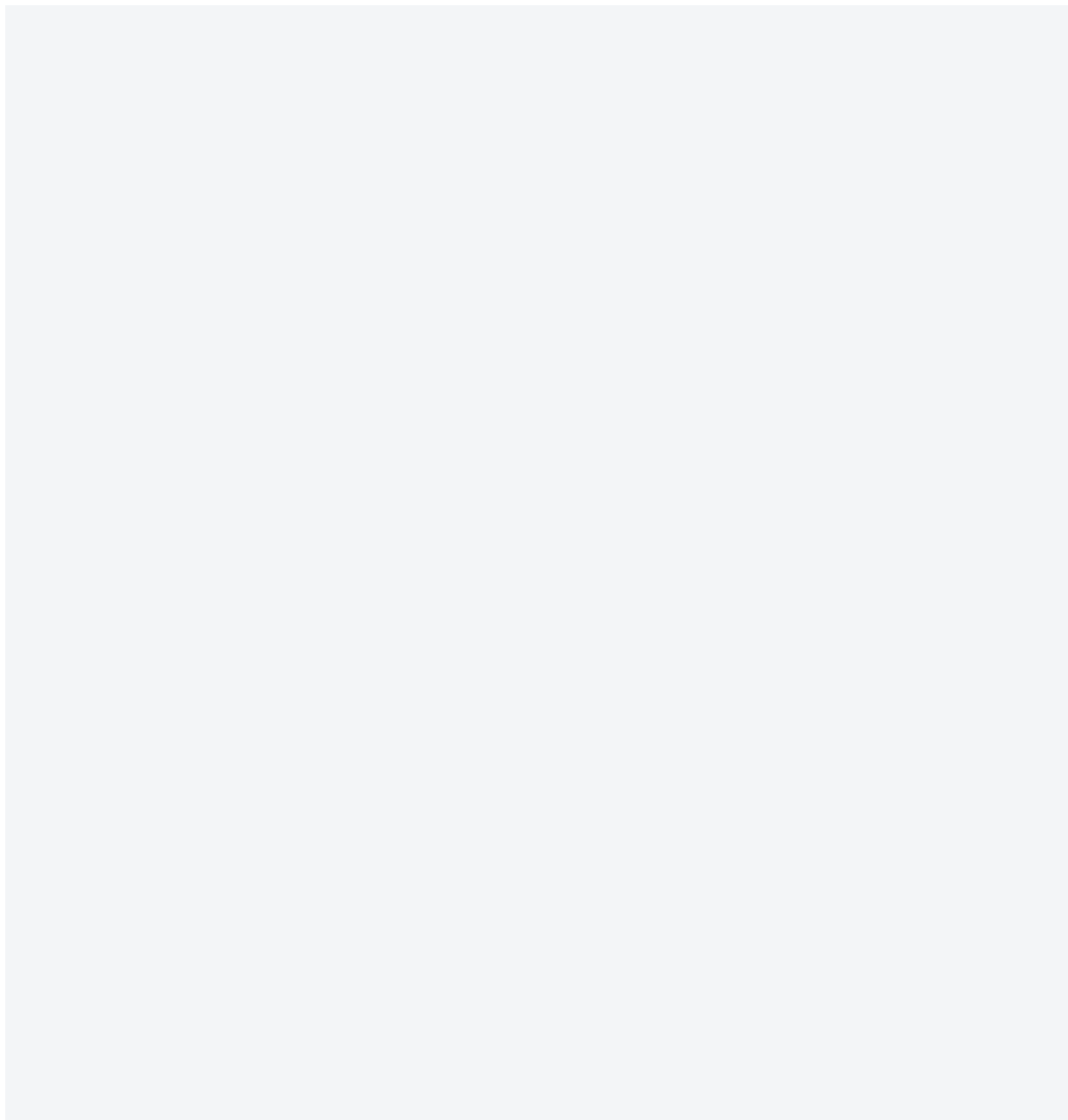
**ENDORSEMENTS:**

Finance (BBMR) has reviewed and approved for funds.

BAPS has reviewed and approved for funds.

Law has reviewed and approved for form and legal sufficiency

MWBOO has reviewed and approved





TO: Board of Estimates, Office of Comptroller  
 FROM: AGC2300-PROC - Procurement  
 DATE: 06/21/2023  
 SUBJECT: Formal - Award - Sourcewell, Contract Number 010521-BUR:  
 Playground and Water Play Equipment with Related Accessories  
 and Services

**ACTION REQUESTED OF BOARD OF ESTIMATES:**

The Board is requested to approve a Equipment Maintenance/Service Contract Award All Recreation of Virginia, Inc..

PERIOD OF CONTRACT/AGREEMENT: 06/07/2023 to 02/17/0023

**AMOUNT AND SOURCE OF FUNDS:**

**Transaction Amount:** \$ 1,343,332.00

Project #: RQ-008539

Project Fund	Amount
5000-CCA000919-SC640409	\$ 10,000.00
GRT0001385 - Shows No Data To Display	
9901-GRT000878-CAP009110-SC630404	\$ 1,000,000.00
9938-CAP009474-SC630404	\$ 333,332.00
GRT0001385 - Shows No Data to display.	

**BACKGROUND/EXPLANATION:**

Sourcewell solicited proposals for Playground and Water Play Equipment on January 05, 2021. BCI Burke Company, LLC was one of the vendors contracted because of their offered discount rates and for being the manufacturer and installer of BCI Burke equipment and surfacing. All Recreation of Virginia, Inc. is the manufacturer’s authorized representative for Washington D.C., Maryland, Virginia and Kentucky.

Baltimore City Recreation and Parks (BCRP) has some of these BCI Burke equipment installed at various City’s parks and playgrounds. Upon the BOE approval, BCRP wants to replace all the older equipment and perform surfacing at designated City’s parks.

BCRP, therefore, seeks to utilize the vendor authorized representative for its current rates and contractual terms unique to the industry.

The above amount is the City’s estimated requirement; however, the vendor shall supply the City’s entire requirement, be it more or less.

MBE / WBE Participation not required / Not applicable to cooperative contract

EMPLOY BALTIMORE:

LIVING WAGE:

LOCAL HIRING:

N/A

N/A

N/A

1% FOR PUBLIC ART:

This is a Capital Funds project.

**Public Art Cost Eligible:** 1,333,332.00 and **Public Art transfer amount:** 13,333.32

**ENDORSEMENTS:**

Finance (BBMR) has reviewed and approved for funds.

MWBOO has reviewed and approved

