

INTRODUCED: July 26, 2021

AN ORDINANCE No. 2021-225

To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to execute a Standard Project Administration Agreement between the City of Richmond and the Virginia Department of Transportation to provide funding for the Maymont Sidewalk – Phase II project for the purpose of constructing new sidewalks on portions of New York Avenue, Hampton Street, Nevada Avenue, Dakota Avenue, and Colorado Avenue in the Maymont Park neighborhood.

Patron – Mayor Stoney and Ms. Lynch

Approved as to form and legality
by the City Attorney

PUBLIC HEARING: SEP 27 2021 AT 6 P.M.

THE CITY OF RICHMOND HEREBY ORDAINS:

§ 1. That the Chief Administrative Officer, for and on behalf of the City of Richmond, be and is hereby authorized to execute a Standard Project Administration Agreement between the City of Richmond and the Virginia Department of Transportation to provide funding for the Maymont Sidewalk – Phase II project for the purpose of constructing new sidewalks on portions of New York Avenue, Hampton Street, Nevada Avenue, Dakota Avenue, and Colorado Avenue

AYES: 9 NOES: 0 ABSTAIN: _____

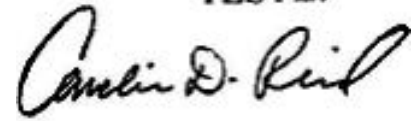
ADOPTED: SEP 27 2021 REJECTED: _____ STRICKEN: _____

in the Maymont Park neighborhood. The Standard Project Administration Agreement shall be approved as to form by the City Attorney and shall be substantially in the form of the document attached to this ordinance.

§ 2. This ordinance shall be in force and effect upon adoption.

A TRUE COPY:

TESTE:

A handwritten signature in black ink, appearing to read "Amelia D. Reid". The signature is written in a cursive style with a large initial 'A'.

City Clerk



CITY OF RICHMOND

INTRACITY CORRESPONDENCE

O&R REQUEST

DATE: June 21, 2021

EDITION: 1

TO: The Honorable Members of City Council

THROUGH: The Honorable Levar M. Stoney, Mayor

THROUGH: J. E. Lincoln Saunders, Acting Chief Administrative Officer

THROUGH: Robert C. Steidel, Deputy Chief Administrative Officer - Operations

THROUGH: Bobby Vincent, Director of Public Works

THROUGH: M. S. Khara, P.E, City Engineer

THROUGH: Lamont L. Benjamin, P.E, Capital Projects Administrator

FROM: Adel Edward, P.E, Project Manager

RE: TO AUTHORIZE THE CHIEF ADMINISTRATIVE OFFICER OR HIS DESIGNEE TO EXECUTE STANDARD CITY STATE AGREEMENTS FOR TRANSPORTATION ALTERNATIVE (TA) PROGRAM PROJECTS

ORD. OR RES. No. _____

PURPOSE: To authorize the Chief Administrative Officer (CAO) or designee, for and on behalf of the City of Richmond, to execute standard City/State agreements for six Transportation Alternative (TA) Program projects for the biennial FY2021-FY2022 Federal Transportation Alternatives Program.

- A. Fiscal Year 2021 approved and funded Transportation Alternative Projects are:**
 1. Tredegar Street Sidewalk (From Belle Isle Pedestrian Bridge to S 7th Street)
 2. Greene Elementary School-Safe Route to School-Phase II (Catalina Drive from Clarkson Road to Cranford Avenue)
 3. State Route 161 (Westover Hill Boulevard) Bike Infrastructure-Phase I (From Hill Top Drive to the Boulevard Bridge)

B. Fiscal Year 2022 approved and funded Transportation Alternative Projects are:

4. Browns Island multiuse trail Connection to T. Potterfield Bridge (From Tredegar Street to T. Potterfield Bridge)
5. Maymont Neighborhood Sidewalk- Phase II (On New York, Pennsylvania, Nevada, Dakota, and Colorado Avenues from Hampton Street to Southampton Avenue)
6. State Route 161 (Park Drive/ Blanton Ave) Bike Infrastructure-Phase II (Park Drive/Blanton Avenue from the Boulevard Bridge to French Street)

REASON: The Virginia Department of Transportation (VDOT) requests that the City enter into an agreement for the development and administration of the six approved and funded FY21-FY22 Transportation Alternative Program Projects. A separate City State agreement is required for each of the six (6) approved applications.

RECOMMENDATION: The Department of Public Works recommends approval of this ordinance

BACKGROUND: The Transportation Enhancement (TE) program established under 'SAFE-TEA-LU' was replaced by the Transportation Alternative Program (TAP) with the passage of 'MAP-21'.

Fixing America's Surface Transportation Act or "FAST Act" eliminates the MAP-21's TAP and replaces it with a set-aside of Surface Transportation Block Grant (STBG) program funding for TAP. These set-aside funds include all projects and activities eligible under TAP, encompassing a variety of smaller-scale non-motorized transportation projects such as pedestrian and bicycle facilities, recreational trails, safe routes to school projects, community improvements such as historic preservation and vegetation management, and environmental mitigation related to storm water and habitat connectivity. There are 10 eligible activities under this program.

The FAST Act requires all TAP projects to be funded through a competitive process. This funding program mandates 20% in matching funds to be supplied by the applicant and the City be responsible for operating and maintenance cost of TA improvements.

VDOT requested a biennial application submittal for fiscal years 2021 and 2022 for the Transportation Alternatives Program. The deadline of this submittal was October 1st, 2019, the City submitted 11 competitive applications and was approved for funding for 7 applications 6 of which are listed in this ordinance

FY 2021 TAP Approved Projects:

1. Tredegar Street Sidewalk

Construct brick sidewalks, ADA complaint ramps, and cross walk improvements on the north and south side of Tredegar Street, from South 7th Street to Belle Isle Pedestrian Bridge. This area is directly adjacent to the river. There is a significant amount of pedestrian and bike traffic crossing the bridges in the area. The additional sidewalk, ADA ramps, and crosswalks will improve the safety of bike and pedestrian travelers and add aesthetic value to the area. The estimated cost of the project is \$380,000. The Project was accepted and awarded \$304,000 in federal reimbursable funds. The City provided the 20% matching funds (\$76,000) through FY22 adopted CIP budget.

2. Greene Elementary School-Safe Route to School-Phase II

Phase II Safe Routes to School Improvements will enhance pedestrian safety along Catalina Drive from Clarkson Road to Cranford Avenue for children walking to school from the neighborhood. Currently no sidewalks exist in this area to allow for safe passage along these streets. The installation of new sidewalks will improve pedestrian mobility and safety while travelling to Greene Elementary School. The estimated cost of the project is \$675,000. The Project was accepted and awarded \$540,000 in federal reimbursable funds. The City provided 20% matching funds (\$135,000) through FY22 adopted CIP budget

3. State Route 161 (Westover Hill Boulevard) Bike Infrastructure-Phase I

This project will create separated bike infrastructure on Westover Hills Boulevard from the Boulevard Bridge to Clarence Street and a Bike-Walk from Clarence Street to CSX Right-of-Way just south of Hill Top Drive. This corridor is a critical link to existing and future bike infrastructure projects including Forest Hill Avenue and the James River Branch Greenway. This project connects several neighborhoods to a growing commercial area as well as the expansive James River park system and also addresses critical barriers to safe bicycle access, namely the James River, and State Route 161. There will be a combination of techniques used to create separated and shared bike infrastructure, namely pavement markings, ADA access, crossings, flex posts or other physical separation as needed, etc. This project is in the vicinity of Westover Hills Elementary School.

The total estimated cost for the State Route 161 (Westover Hill Boulevard) Bike Infrastructure Phase I project is \$500,000. The Project was accepted and awarded \$ 400,000 in federal reimbursable funds and the City provided 20% matching funds (\$100,000) through FY22 adopted CIP budget.

FY 2022 TAP Approved Projects:

4. Browns Island multiuse Trail Connection to T. Potterfield Bridge

This project will construct bicycle and pedestrian (ADA-compliant) access improvements on Browns Island from Tredegar Street to the T. Potterfield Memorial Bridge (a dedicated pedestrian and bicycle bridge crossing of the James River that links Downtown Richmond with the Manchester community on the south side of the river). Improvements will include replacement and improvement of a narrow ramp structure that provides inadequate, and non-ADA access to the recently constructed bridge. Improvements will also be made to enhance bicycle and pedestrian access on Browns Island between T. Potterfield Bridge and Tredegar Street, improving access and flow of users on and off the bridge, on and off the island, and reducing user conflicts during heavily used days and during special events that are often hosted on the Island. These access improvements will tie into planned pedestrian improvements along Tredegar Street, site of the United States Civil War Museum and other heavily-visited James River Park System attractions.

The total estimated cost for the Browns Island Connection at T. Potterfield Bridge project is \$250,000. The Project was accepted and awarded \$ 200,000 in federal reimbursable funds and the City provided 20% matching funds in an amount of (\$50,000) through FY 22 adopted CIP budget.

5. Maymont Neighborhood Sidewalk- Phase II

Phase II will consist of new sidewalks on New York Ave from Hampton St. to Southampton Ave, Hampton St from New York Ave to Pennsylvania Ave and from Nevada Ave to Dakota Ave, Nevada Ave from Hampton St to South Meadow St, Dakota Ave from Hampton St to Greenville Ave and Colorado Ave from Carter St to Alley. This is a continuation of previously funded Maymont Neighborhood Sidewalk Phase I TA Project. The Maymont Neighborhood has a high level of pedestrian traffic that travels to destinations such as Maymont Park, Texas Beach within the James River Park System, and GRTC transit stops. Numerous streets located throughout the Maymont neighborhood do not have sidewalks nor ADA-compliant curb ramps. To create a safe and accessible pedestrian environment, sidewalks are needed throughout the neighborhood. . The Maymont neighborhood, located immediately to the east of Maymont Park, and southeast of Byrd Park, is a densely developed older community. There are two public schools, including the Amelia Street School which provides alternative and special education services for students with disabilities. The neighborhood also has 16 GRTC transit stops, with boarding's and alighting's as high as 200 riders per day. As a result the community has a great deal of pedestrian activity, however the community has significant gaps in sidewalk continuity. Additionally, the eastern entrance to Maymont Park is on Hampton Street and during special events there are large numbers of visitors that park their vehicles throughout the neighborhood and walk to the park. . The installation of new sidewalk will improve the pedestrian safety throughout the Maymont Neighborhood Area.

The total estimated cost for the Maymont Sidewalk Phase II project is \$430,000. The Project was accepted and awarded \$344,000 in federal reimbursable funds and the City provided 20% matching funds in an amount of \$ (86,000) through FY 22 adopted CIP budget.

6. State Route 161 (Park Drive/ Blanton Ave) Bike Infrastructure Phase II

This project will create separated bike infrastructure on State Route 161 (Park Drive from the Boulevard Bridge to Blanton Avenue and from Blanton Avenue to French Street). This corridor is a critical link to existing and future bike infrastructure projects including Grayland Avenue and Douglas dale Avenue. This project connects several neighborhoods to Maymont Park, Byrd Park, Dogwood Dell Amphitheatre and the expansive James River park system. The project also addresses critical barriers to safe bicycle access, namely the James River, and State Route 161. There will be a combination of techniques used to create separated and shared bike infrastructure, namely shoulder wedging, pavement markings, ADA access, crossings, flex posts or other physical separation as needed, etc. This project is in the vicinity of JB Cary Elementary School

The total estimated cost for the State Route 161 (Park Drive) Bike Infrastructure Phase II project is \$550,000. The Project was accepted and awarded \$ 440,000 in federal reimbursable funds and the City provided 20% matching funds in an amount of (\$110,000) through FY 22 adopted CIP budget.

FISCAL IMPACT/COST: \$557,000. The City's share of the six TA Program projects will be 20% of the total projects cost in the amount of \$311,000 for FY21 award and \$246,000 for FY22 award for a total of \$557,000. Those matching funds are budgeted in FY 22 adopted CIP budget

FISCAL IMPLICATION: By not adopting the ordinance, the City will not receive \$1,244,000 in Federal Transportation Alternative funds in FY 21 and will not receive \$984,000 of Federal Transportation Funds in FY 22

O&R Request

Page 5 of 5

BUDGET AMENDMENT NECESSARY: No. City's share of 20% match is funded thru FY 22 CIP adopted budget.

REVENUE TO CITY FROM THOSE PROJECTS: \$ 2,228,000 federal TA funds (\$1,244,000 for FY21 and \$984,000 for FY22) budgeted in FY 22 CIP adopted budget.

DESIRED EFFECTIVE DATE: Upon adoption.

REQUESTED INTRODUCTION DATE: July 26, 2021

CITY COUNCIL PUBLIC HEARING DATE: September 27, 2021

REQUESTED AGENDA: Consent Agenda

RECOMMENDED COUNCIL COMMITTEE: Land Use, Housing and Transportation (LUHT) on September 21, 2021

CONSIDERATION BY OTHER GOVERNMENTAL ENTITIES: None

AFFECTED AGENCIES: Department of Public Works; Law Department; Planning and Development; Economic and Community Development; Department of Public Utilities; Finance Department; Budget and Strategic Planning; Copies also sent to: City Mayor (Levar M. Stoney); Acting Chief Administrative Officer (J. E. Lincoln Saunders); and Robert C. Steidel, Deputy CAO of Operations.

RELATIONSHIP TO EXISTING ORD. OR RES.: RES 2019-R040 (Tredegar street), RES 2019-R039 (State RTE 161 Phase I), RES 2019-R038 (State RTE 161 Phase II), RES 2019-R037 (Maymont sidewalks Phase II), RES 2019-R034(Green Elementary School Phase II), and RES 2019-R031 (Brown Island Trail Connection).

REQUIRED CHANGES TO WORK PROGRAM(S): Small maintenance costs are expected in the future years after construction is completed.

ATTACHMENTS: City/State Agreements for six approved projects.

STAFF: Lamont L. Benjamin, PE, Capital Projects Administrator, DPW, 646-6339
Adel Edward, P.E., Project Manager, DPW 646-6584.

STANDARD PROJECT ADMINISTRATION AGREEMENT
Federal-aid Projects

Project Number	UPC	Local Government
EN20-127-092	118063	City of Richmond

THIS AGREEMENT, made and executed in triplicate this ____ day of _____, 20__, by and between the City of Richmond, Virginia, hereinafter referred to as the LOCALITY and the Commonwealth of Virginia, Department of Transportation, hereinafter referred to as the DEPARTMENT.

WHEREAS, the LOCALITY has expressed its desire to administer the work described in Appendix A, and such work for each improvement shown is hereinafter referred to as the Project; and

WHEREAS, the funds shown in Appendix A have been allocated to finance each Project; and

WHEREAS, the LOCALITY is committed to the development and delivery of each Project described in Appendix A in an expeditious manner; and;

WHEREAS, both parties have concurred in the LOCALITY's administration of the phase(s) of work for the respective Project(s) listed in Appendix A in accordance with applicable federal, state, and local law and regulations.

NOW THEREFORE, in consideration of the mutual premises contained herein, the parties hereto agree as follows:

1. The LOCALITY shall:
 - a. Be responsible for all activities necessary to complete the noted phase(s) of each Project shown in Appendix A, except for activities, decisions, and approvals which are the responsibility of the DEPARTMENT, as required by federal or state laws and regulations or as otherwise agreed to, in writing, between the parties. Each Project will be designed and constructed to meet or exceed current American Association of State Highway and Transportation Officials standards or supplementary standards approved by the DEPARTMENT
 - b. Meet all funding obligation and expenditure timeline requirements in accordance with all applicable federal and state laws and regulations, and Commonwealth Transportation Board and DEPARTMENT policies and as identified in Appendix A to this Agreement. Noncompliance with this requirement can result in deallocation of the funding, rescinding of state funding match, termination of this Agreement, or DEPARTMENT denial of future requests to administer projects by the LOCALITY.

- c. Receive prior written authorization from the DEPARTMENT to proceed with preliminary engineering, right-of-way acquisition and utility relocation, and construction phases of each Project.
- d. Administer the project(s) in accordance with guidelines applicable to Locally Administered Projects as published by the DEPARTMENT.
- e. Maintain accurate and complete records of each Project's development and documentation of all expenditures and make such information available for inspection or auditing by the DEPARTMENT. Records and documentation for items for which reimbursement will be requested shall be maintained for no less than three (3) years following acceptance of the final voucher on each Project.
- f. No more frequently than monthly, submit invoices with supporting documentation to the DEPARTMENT in the form prescribed by the DEPARTMENT. The supporting documentation shall include copies of related vendor invoices paid by the LOCALITY and an up-to-date project summary and schedule tracking payment requests and adjustments. A request for reimbursement shall be made within 90 days after any eligible project expenses are incurred by the LOCALITY. For federally funded projects and pursuant to 2 CFR 200.338, Remedies for Noncompliance, violations of the provision may result in the imposition of sanctions including but not limited to possible denial or delay of payment of all or a part of the costs associated with the activity or action not in compliance.
- g. Reimburse the DEPARTMENT all Project expenses incurred by the DEPARTMENT if, due to action or inaction solely by the LOCALITY, federally funded Project expenditures incurred are not reimbursed by the Federal Highway Administration (FHWA), or reimbursements are required to be returned to the FHWA, or in the event the reimbursement provisions of Section 33.2-214 or Section 33.2-331 of the Code of Virginia, 1950, as amended, or other applicable provisions of federal, state, or local law or regulations require such reimbursement.
- h. On Projects that the LOCALITY is providing the required match to state or federal funds, pay the DEPARTMENT the LOCALITY's match for eligible Project expenses incurred by the DEPARTMENT in the performance of activities set forth in paragraph 2.a.
- i. Administer the Project in accordance with all applicable federal, state, or local laws and regulations. Failure to fulfill legal obligations associated with the project may result in forfeiture of federal or state-aid reimbursements
- j. Provide certification by a LOCALITY official that all LOCALITY administered Project activities have been performed in accordance with all federal, state, and local laws and regulations. If the LOCALITY expends over \$750,000 annually in federal funding, such certification shall include a copy of

the LOCALITY's single program audit in accordance with 2 CFR 200.501, Audit Requirements.

- k. If legal services other than that provided by staff counsel are required in connection with condemnation proceedings associated with the acquisition of Right-of-Way, the LOCALITY will consult the DEPARTMENT to obtain an attorney from the list of outside counsel approved by the Office of the Attorney General. Costs associated with outside counsel services shall be reimbursable expenses of the project.
 - l. For Projects on facilities not maintained by the DEPARTMENT, provide, or have others provide, maintenance of the Project upon completion, unless otherwise agreed to by the DEPARTMENT.
 - m. Ensure compliance with the provisions of Title VI of the Civil Rights Act of 1964, regulations of the United States Department of Transportation (USDOT), Presidential Executive Orders and the Code of Virginia relative to nondiscrimination; and as a sub-recipient of federal funds, adopt and operate under the DEPARTMENT's FHWA-approved Disadvantaged Business Enterprise (DBE) Program Plan in accordance with 49 CFR Part 26.
2. The DEPARTMENT shall:
- a. Perform any actions and provide any decisions and approvals which are the responsibility of the DEPARTMENT, as required by federal and state laws and regulations or as otherwise agreed to, in writing, between the parties and provide necessary coordination with the FHWA as determined to be necessary by the DEPARTMENT.
 - b. Upon receipt of the LOCALITY's invoices pursuant to paragraph 1.f., reimburse the LOCALITY the cost of eligible Project expenses, as described in Appendix A. Such reimbursements shall be payable by the DEPARTMENT within 30 days of an acceptable submission by the LOCALITY.
 - c. If appropriate, submit invoices to the LOCALITY for the LOCALITY's share of eligible project expenses incurred by the DEPARTMENT in the performance of activities pursuant to paragraph 2.a.
 - d. Audit the LOCALITY's Project records and documentation as may be required to verify LOCALITY compliance with federal and state laws and regulations.
 - e. Make available to the LOCALITY guidelines to assist the parties in carrying out responsibilities under this Agreement.

3. Appendix A identifies the funding sources for the project, phases of work to be administered by the LOCALITY, and additional project-specific requirements agreed to by the parties. There may be additional elements that, once identified, shall be addressed by the parties hereto in writing, which may require an amendment to this Agreement.
4. If designated by the DEPARTMENT, the LOCALITY is authorized to act as the DEPARTMENT's agent for the purpose of conducting survey work pursuant to Section 33.2-1011 of the Code of Virginia, 1950, as amended.
5. Nothing in this Agreement shall obligate the parties hereto to expend or provide any funds in excess of funds agreed upon in this Agreement or as shall have been included in an annual or other lawful appropriation. In the event the cost of a Project is anticipated to exceed the allocation shown for such respective Project on Appendix A, both parties agree to cooperate in providing additional funding for the Project or to terminate the Project before its costs exceed the allocated amount, however the DEPARTMENT and the LOCALITY shall not be obligated to provide additional funds beyond those appropriated pursuant to an annual or other lawful appropriation.
6. Nothing in this Agreement shall be construed as a waiver of the LOCALITY's or the Commonwealth of Virginia's sovereign immunity.
7. The Parties mutually agree and acknowledge, in entering this Agreement, that the individuals acting on behalf of the Parties are acting within the scope of their official authority and the Parties agree that neither Party will bring a suit or assert a claim against any official, officer, or employee of either party, in their individual or personal capacity for a breach or violation of the terms of this Agreement or to otherwise enforce the terms and conditions of this Agreement. The foregoing notwithstanding, nothing in this subparagraph shall prevent the enforcement of the terms and conditions of this Agreement by or against either Party in a competent court of law.
8. The Parties mutually agree that no provision of this Agreement shall create in the public, or in any person or entity other than the Parties, rights as a third party beneficiary hereunder, or authorize any person or entity, not a party hereto, to maintain any action for, without limitation, personal injury, property damage, breach of contract, or return of money, or property, deposit(s), cancellation or forfeiture of bonds, financial instruments, pursuant to the terms of this Agreement or otherwise. Notwithstanding any other provision of this Agreement to the contrary, unless otherwise provided, the Parties agree that the LOCALITY or the DEPARTMENT shall not be bound by any agreements between either party and other persons or entities concerning any matter which is the subject of this Agreement, unless and until the LOCALITY or the DEPARTMENT has, in writing, received a true copy of such agreement(s) and has affirmatively agreed, in writing, to be bound by such Agreement.

9. This Agreement may be terminated by either party upon 30 days advance written notice. Eligible Project expenses incurred through the date of termination shall be reimbursed in accordance with paragraphs 1.f, 1.g., and 2.b, subject to the limitations established in this Agreement and Appendix A. Upon termination, the DEPARTMENT shall retain ownership of plans, specifications, and right of way, unless all state and federal funds provided for the Project have been reimbursed to the DEPARTMENT by the LOCALITY, in which case the LOCALITY will have ownership of the plans, specifications, and right of way, unless otherwise mutually agreed upon in writing.
10. Prior to any action pursuant to paragraphs 1.b or 1.g of this Agreement, the DEPARTMENT shall provide notice to the LOCALITY with a specific description of the breach of agreement provisions. Upon receipt of a notice of breach, the LOCALITY will be provided the opportunity to cure such breach or to provide a plan to cure to the satisfaction to the DEPARTMENT. If, within sixty (60) days after receipt of the written notice of breach, the LOCALITY has neither cured the breach, nor is diligently pursuing a cure of the breach to the satisfaction of the DEPARTMENT, then upon receipt by the LOCALITY of a written notice from the DEPARTMENT stating that the breach has neither been cured, nor is the LOCALITY diligently pursuing a cure, the DEPARTMENT may exercise any remedies it may have under this Agreement.

THE LOCALITY and DEPARTMENT acknowledge and agree that this Agreement has been prepared jointly by the parties and shall be construed simply and in accordance with its fair meaning and not strictly for or against any party.

THIS AGREEMENT, when properly executed, shall be binding upon both parties, their successors, and assigns.

THIS AGREEMENT may be modified in writing by mutual agreement of both parties.

Appendix A

Date: 1/21/2020

Project Number: EN20-127-092 UPC: 118063 CFDA # 20.205 Locality: City of Richmond

Project Location ZIP+4: 23220-6832	Locality DUNS # 003133840	Locality Address (incl ZIP+4): 900 East Broad Street Richmond, VA 23219-1907
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Project Narrative

Work Description:	Maymont Sidewalk- Phase II - Construct Sidewalk on New York, Pennsylvania, Nevada, Dakota, and Colorado Avenues from Hampton St to Southhamton Avenue.		
From:	Hampton St		
To:	Southampton Ave		
Locality Project Manager Contact info:	Adel Edward	804-646-6584	adel.edward@richmondgov.com
Department Project Coordinator Contact Info:	James Shepherd	804-609-5305	james.shepherd@vdot.virginia.gov

Project Estimates

	Preliminary Engineering	Right of Way and Utilities	Construction	Total Estimated Cost
Estimated Locality Project Expenses	\$31,945	\$0	\$367,727	\$399,672
Estimated VDOT Project Expenses	\$18,955	\$0	\$11,373	\$30,328
Estimated Total Project Costs	\$50,900	\$0	\$379,100	\$430,000

Project Cost and Reimbursement

Phase	Estimated Project Costs	Funds type (Choose from drop down box)	Local % Participation for Funds Type	Local Share Amount	Maximum Reimbursement (Estimated Cost - Local Share)	Estimated Reimbursement to Locality (Max. Reimbursement - Est. VDOT Expenses)
Preliminary Engineering	\$50,900	Transportation Alternatives	20%	\$10,180	\$40,720	\$21,765
Total PE	\$50,900			\$10,180	\$40,720	
Right of Way & Utilities						
Total RW						\$0
Construction	\$379,100	Transportation Alternatives	20%	\$75,820	\$303,280	\$291,907
Total CN	\$379,100			\$75,820	\$303,280	
Total Estimated Cost	\$430,000			\$86,000	\$344,000	

Total Maximum Reimbursement by VDOT to Locality (Less Local Share)

\$344,000

Estimated Total Reimbursement by VDOT to Locality (Less Local Share and VDOT Expenses)

\$313,672

Project Financing

Transportation Alternatives	Transportation Alternatives Local Match				Aggregate Allocations
\$344,000	\$86,000				\$430,000

Program and Project Specific Funding Requirements

- This Project shall be administered in accordance with VDOT's Locally Administered Projects Manual and Transportation Alternatives Program Guide.
- In accordance with Chapter 12.1.3 (Scoping Process Requirements) of the LAP Manual, the locality shall complete project scoping on or before 8/4/2022.
- This is a limited funds project. The LOCALITY shall be responsible for any additional funding in excess of \$344,000
- Reimbursement for eligible expenditures shall not exceed funds allocated each year by the Commonwealth Transportation Board in the Six Year Improvement Program.
- All local funds included on this appendix have been formally committed by the local government's board or council resolution subject to appropriation.
- Eligible VDOT Project expenses will be recovered as follows: 80% will be deducted from the federal allocation and 20% will be deducted from reimbursement requests.
- The DEPARTMENT will conduct all environmental studies necessary to complete an environmental document in compliance with the National Environmental Policy Act. The LOCALITY is responsible for implementing any environmental commitments from the environmental document. In addition, the LOCALITY is responsible for obtaining any water quality permits and conducting any required hazardous materials due diligence efforts. VDOT's estimated cost for the environmental document and studies will be provided to the LOCALITY and deducted from the Project funds.
- For Transportation Alternatives (TA) Projects, the LOCALITY shall maintain the Project or have it maintained in a manner satisfactory to the DEPARTMENT for its useful life and make ample provisions each year for such maintenance unless otherwise agreed to by the DEPARTMENT. Failure to do so, or the sale of a TA funded improvement prior to the expectations as identified in the TA Guide, may require repayment of federal funds.
- In accordance with CTB policy, the Project must be under construction by 11/1/2024 or the federal Transportation Alternatives (TA) funding may be subject to de-allocation.
- Any ineligible items identified throughout Project development will not be reimbursable.

This attachment is certified and made an official attachment to this document by the parties to this agreement.

Authorized Locality Official

Date

Authorized VDOT Official

Date

Typed or printed name of person signing

Revised: February 1, 2019

Typed or printed name of person signing