

INTRODUCED: June 24, 2019

AN ORDINANCE No. 2019-182

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 Phase III of the design and construction of a half mile long shared-use path and enhanced crossings paralleling Stony Run Road from its intersection with Government Road to its intersection with Jennie Scher Road.

\_\_\_\_\_  
Patron – Mayor Stoney

\_\_\_\_\_  
Approved as to form and legality  
by the City Attorney  
\_\_\_\_\_

PUBLIC HEARING: JUL 22 2019 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 Phase III of the design and construction of a half mile long shared-use path and enhanced crossings paralleling Stony Run Road from its intersection with Government Road to its intersection with Jennie Scher Road. The Standard Project Administration Agreement shall be approved as to form

AYES:            9            NOES:            0            ABSTAIN: \_\_\_\_\_

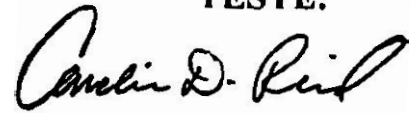
ADOPTED:    JUL 22 2019    REJECTED: \_\_\_\_\_    STRICKEN: \_\_\_\_\_

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 "Camelin D. Reil". The signature is written in a cursive style with a large initial 'C'.

**City Clerk**



# CITY OF RICHMOND

INTRACITY CORRESPONDENCE

O & R REQUEST  
4-8852  
MAY 30 2019

Office of the  
Chief Administrative Officer

**O&R REQUEST**

**DATE:** May 20, 2019

**EDITION:** 1

**TO:** The Honorable Members of City Council

**THROUGH:** The Honorable Levar M. Stoney, Mayor

**THROUGH:** Selena Cuffee-Glenn, 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:** Michael B. Sawyer, P.E., City Transportation Engineer

**FROM:** Jakob C. Helmboldt, Pedestrian, Bicycle and Trails Coordinator

**RECEIVED**  
JUN 18 2019

OFFICE OF THE CITY ATTORNEY

**RE: TO AUTHORIZE THE CHIEF ADMINISTRATIVE OFFICER OR DESIGNEE TO EXECUTE A STANDARD CITY/STATE PROJECT ADMINISTRATION AGREEMENT FOR SIX (6) TRANSPORTATION ALTERNATIVES PROGRAM (TAP) PROJECTS.**

**ORD.OR RES. NO.** \_\_\_\_\_

**PURPOSE:** To authorize the Chief Administrative Officer or designee, for and on behalf of the City of Richmond, to execute a standard City/State project administration agreement for the following six (6) Transportation Alternatives Program (TAP) projects:

1. Canal Walk-Capital Trail Connector Phase I (UPC 113447)
2. Canal Walk-Capital Trail Connector Phase II (UPC 113492)
3. Gillies Creek Greenway Phase II (UPC 113490)
4. Gillies Creek Greenway Phase III (UPC 113429)
5. Route 60 (Semmes Ave) Pedestrian Improvement Phase I (UPC 113446)
6. Route 60 (Semmes Ave) Pedestrian Improvement Phase II (UPC 113445)

**REASON:** The Virginia Department of Transportation (VDOT) requests that the City enter into an agreement for the development and administration of these six (6) TAP projects.

**RECOMMENDATIONS:** The Department of Public Works recommends approval of this ordinance.

**BACKGROUND:** On December 4, 2015, President Obama signed the Fixing America's Surface Transportation (FAST) Act (Pub. L. No. 114-94) into law—the first federal law in over a decade to provide long-term funding certainty for surface transportation infrastructure planning and investment.

The FAST Act authorizes \$305 billion over fiscal years 2016 through 2020 for highway and motor vehicle safety, public transportation, motor carrier safety, hazardous materials safety, rail, and research, technology, and statistics programs. The FAST Act maintains focus on safety, keeps intact the established structure of the various highway-related programs, continues efforts to streamline project delivery and, for the first time, provides a dedicated source of federal dollars for freight projects. With the enactment of the FAST Act, states and local governments are now moving forward with critical transportation projects with the confidence that they will have a federal partner over the long term.

In Virginia, VDOT annually considers applications for Transportation Alternatives Program (TAP) Projects, providing funding for programs and projects including pedestrian and bicycle facilities, infrastructure projects for improving non-driver access to public transportation and enhanced mobility, and safe routes to school projects. All project applications are reviewed by the State and approved by the Commonwealth Transportation Board (CTB). This funding program mandates 20% in matching funds to be supplied by the applicant. These Project applications were approved by Council Resolutions in 2017 for FY19 & FY20 TAP Program submittals.

#### **Canal Walk-Capital Trail Connector, Phase I (UPC 113447)**

The project provides an improved connection from the current terminus of the Virginia Capital Trail (VCT) to the Potterfield Memorial Bicycle and Pedestrian Bridge located on Browns Island, via the Canal Walk. From the Intersection of Dock St. & 17th St. at the terminus of the VCT, the total project will extend 1/2-mile west to the Canal Walk at Haxall Point where users can continue to the Potterfield Bridge.

Phase I extends from Virginia Street to Haxall Point and will construct an ADA-accessible ramp from the south side of the Canal Walk up to street grade at Virginia St. and E. Byrd St. which is currently only accessible by stairs. A barrier-separated bike lane will extend along E. Byrd St. to the flood wall, passing through what is currently a busy and undefined zone with large areas of surface parking. A short segment of paved path will be constructed to provide access the walkway along Haxall Point which leads to Browns Island and the Potterfield Bridge, linking to the City's south side communities. Currently the undefined route is incomplete, is not ADA-compliant in some locations, and requires crossing a busy intersection.

The total project cost for Phase I is estimated at \$477,000, of which \$381,600 (80%) will be provided under the TA Program, with \$95,400 (20%) in City matching funds. The City match of \$95,400 is included in the FY20 CIP.

#### **Canal Walk-Capital Trail Connector, Phase II (UPC 113492)**

Phase II of the project will construct a shared-use path bridge over Kanawha Canal near the junction of the Canal Walk and the Virginia Capital Trail (at 17th St.), and a 10-foot paved path on the south side of the canal to access the southern Canal Walk. Upon completion of both phases of the project, bicyclists will be able to use the south side of the canal walk which has lighter pedestrian traffic, providing them with a grade-separated crossing under S. 14th St. (US 360), and eliminating the need to bike along Dock Street in order to continue west from the Capital Trail. Currently the south side is accessed only by a narrow bridge that is not built to shared-use path standards, making bicycle travel difficult, and results in conflicts with pedestrians. Providing a path along the south side of the canal will eliminate the conflicts that result from bicycle traffic currently flowing through the narrow and constrained canal cruise boat loading area at the Turning Basin. Bicyclists and other users, including those in wheelchairs, will then be able to access Virginia Street from the south side of the canal via the ramp constructed in Phase I.

The total project cost for Phase II is estimated at \$550,000, of which \$440,000 (80%) will be provided under the TA Program, with \$110,000 (20%) in City matching funds. The City match of \$110,000 is included in the FY20 CIP.

#### **Gillies Creek Greenway, Phase II (UPC 113490)**

The construction of the Gillies Creek Greenway will provide a paved, shared-use path that connects pedestrians and bicyclists from neighborhoods in Greater Fulton to the Virginia Capital Trail and the James River. This greenway will also provide connectivity from outlying neighborhoods to the Downriver parcels at Lehigh and Intermediate Wharf, and destinations along the Virginia Capital Trail. The greenway will provide a non-motorized transportation facility that links major development projects including the riverfront redevelopment, the Va Capital Trail, the new Stone Brewery, the Stone Bistro and Beer Gardens, and housing in Greater Fulton. Additionally, the greenway provides the Fulton neighborhood with improved access to the Pulse BRT.

The project would be constructed in three phases; Phase I from the riverfront/Va Capital Trail to Williamsburg Ave would be constructed by others as it extends across the EDA's Stone Brewing property; Phase II extending from Williamsburg Ave to Government Rd; and Phase III extending from Government Rd to Jennie Scher Rd.

Gillies Creek Greenway, Phase II will involve the design and construction of a 10-foot wide, paved shared use path paralleling Stony Run Rd (US 60) extending 0.5 miles from Williamsburg Avenue to Government Road. Enhanced crossings will be provided at the project's two major intersections, which are both urban arterials and part of US 60.

The total Phase II project cost is estimated at \$525,000 of which \$420,000 (80%) will be provided under the TA Program, with \$105,000 (20%) in City matching funds. The City match of \$105,000 is included in the FY20 CIP.

#### **Gillies Creek Greenway, Phase III (UPC 113429)**

Gillies Creek Greenway, Phase III will continue the development of the shared-use path from the prior phase, and will involve the design and construction of a 10-foot wide, paved shared use path paralleling Stony Run Rd extending 0.5 miles from Government Road to Jennie Scher Road. Enhanced crossings will be provided at the intersection of Government Road.

The total Phase III project cost is estimated at \$525,000 of which \$420,000 (80%) will be provided under the TA Program, with \$105,000 (20%) in City matching funds. The City match of \$105,000 is included in the FY20 CIP.

#### **Route 60 (Semmes Ave) Pedestrian Improvement Phase I (UPC 113446)**

The project will provide a traffic signal installation and modernization and other measures to enhance traffic circulation and provide pedestrian safety improvements on Semmes Ave (US Route 60) and surrounding streets near Patrick Henry Elementary School.

Phase I of the project includes a new traffic signal at the intersection of W. 34th Street and Semmes Avenue (US Route 60), as well as pedestrian safety improvements at this intersection for the Patrick Henry School of Science and Arts (elementary charter school).

The total project cost for Phase I is estimated at \$300,000, of which \$240,000 (80%) will be provided under the TA Program, with \$60,000 (20%) in City matching funds. The City match of \$60,000 is included in the FY20 CIP.

**Route 60 (Semmes Ave) Pedestrian Improvement Phase II (UPC 113445)**

Phase II of the project includes the design and construction of traffic signal modernization at the three-way intersection of Semmes Avenue (US 60), Forest Hill Avenue, and Dundee Avenue, as well as pedestrian markings and signage improvements on Forest Hill Ave and 34th Street.

The total project cost for Phase II is estimated at \$500,000, of which \$400,000 (80%) will be provided under the TA Program, with \$100,000 (20%) in City matching funds. The City match of \$100,000 is included in the FY20 CIP.

**FISCAL IMPACT/COST:** None. Matching City funds of \$575,400 (20%) are included in the FY20 CIP Budget.

**FISCAL IMPLICATIONS:** By not adopting the ordinance, the City will not be awarded \$2,301,600 Federal Funds for these projects.

**BUDGET AMENDMENT NECESSARY:** No. All City and federal funds are included in the FY20 CIP Budget.

**REVENUE TO CITY:** \$2,301,600 in reimbursable Federal Transportation Alternative Funds.

**DESIRED EFFECTIVE DATE:** Upon adoption.

**REQUESTED INTRODUCTION DATE:** June 24, 2019

**CITY COUNCIL PUBLIC HEARING DATE:** July 22, 2019

**REQUESTED AGENDA:** Consent Agenda

**RECOMMENDED COUNCIL COMMITTEE:** Land Use, Housing and Transportation Standing Committee (LUHT) July 16, 2019

**CONSIDERATION BY OTHER GOVERNMENTAL ENTITIES:** NA

**AFFECTED AGENCIES:** Department of Public Works; Finance Department; Budget and Strategic Planning; Copies also sent to: City Mayor (Levar M. Stoney); Chief Administrative Officer (Selena Cuffee-Glenn); Deputy Chief Administrative Officer (Robert C. Steidel); and City Attorney's Office.

**RELATIONSHIP TO EXISTING ORD. OR RES:**

Resolution No. 2017-R066 (Canal Walk-Capital Trail Connector)

Resolution No. 2017-R061 (Gillies Creek Greenway)

Resolution No. 2017-R063 (Route 60, Semmes Ave Pedestrian Improvement)

Resolution No. 2014-R259-2015-4 (Route 60, Semmes Ave Pedestrian Improvement)

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

**ATTACHMENT:** Standard Project Administration Agreement.

**STAFF:** Michael B. Sawyer, City Transportation Engineer, 646-3435  
Jakob Helmboldt, Pedestrian, Bicycle and Trails Coordinator, 646-7141

**STANDARD PROJECT ADMINISTRATION AGREEMENT  
Federal-aid Projects**

| Project Number | UPC    | Local Government |
|----------------|--------|------------------|
| EN19-127-054   | 113429 | 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.

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed as of the day, month, and year first herein written.

**CITY OF RICHMOND, VIRGINIA:**

APPROVED AS TO FORM



Assistant City Attorney

\_\_\_\_\_  
Typed or printed name of signatory

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Date

NOTE: The official signing for the LOCALITY must attach a certified copy of his or her authority to execute this Agreement.

**COMMONWEALTH OF VIRGINIA, DEPARTMENT OF  
TRANSPORTATION:**

\_\_\_\_\_  
Chief of Policy  
Commonwealth of Virginia  
Department of Transportation

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Date

**Attachments**

Appendix A (UPC 113429)

Appendix A

Date: 5/7/2019

Project Number: EN19-127-054 UPC: 113429 CFDA # 20.205 Locality: City of Richmond

|                                    |                          |  |
|------------------------------------|--------------------------|--|
| Project Location ZIP+4: 23231-1225 | Locality DUNS# 003133840 | Locality Address (incl ZIP+4):<br>900 East Broad Street<br>Richmond, VA 23219-1907 |
|------------------------------------|--------------------------|--|

**Project Narrative**

|  |                                       |  |  |
|--|---------------------------------------|--|--|
| Scope:                                       | GILLIES CREEK GREENWAY - PHASE III    |  |  |
| From:  | GOVERNMENT ROAD                       |  |  |
| To:  | SCHER ROAD                            |  |  |
| Locality Project Manager Contact Info:       | Manouchehr Nosrati 804-646-6319       | Manouchehr.Nosrati@Richmondgov.com       |  |
| Department Project Coordinator Contact Info: | Jorg Huckabee-mayfield (804) 524-6260 | jorg.huckabee-mayfield@vdot.virginia.gov |  |

**Project Estimates**

|                                     | Preliminary Engineering | Right of Way and Utilities | Construction | Total Estimated Cost |
|-------------------------------------|-------------------------|----------------------------|--------------|----------------------|
| Estimated Locality Project Expenses | \$64,000                | \$0                        | \$438,925    | \$502,925            |
| Estimated VDOT Project Expenses     | \$8,500                 | \$0                        | \$13,575     | \$22,075             |
| Estimated Total Project Costs       | \$72,500                | \$0                        | \$452,500    | \$525,000            |

**Project Cost and Reimbursement**

| Phase                       | Estimated Project Costs | Funds type<br>(Choose from drop down box) | Local % Participation for<br>Funds Type | Local Share Amount | Maximum Reimbursement<br>(Estimated Cost - Local<br>Share) | Estimated<br>Reimbursement to<br>Locality<br>(Max. Reimbursement -<br>Est. VDOT Expenses) |
|-----------------------------|-------------------------|---|---|--------------------|--|---|
| Preliminary Engineering     | \$72,500                | Transportation Alternatives               | 20%                                     | \$14,500           | \$58,000   |   |
| <b>Total PE</b>             | <b>\$72,500</b>         |   |   | <b>\$14,500</b>    | <b>\$58,000</b>  | <b>\$49,500</b>   |
| Construction                | \$452,500               | Transportation Alternatives               | 20%                                     | \$90,500           | \$362,000  |   |
| <b>Total CN</b>             | <b>\$452,500</b>        |   |   | <b>\$90,500</b>    | <b>\$362,000</b>   | <b>\$348,425</b>  |
| <b>Total Estimated Cost</b> | <b>\$525,000</b>        |   |   | <b>\$105,000</b>   | <b>\$420,000</b>   | <b>\$397,925</b>  |

|   |                  |
|---|------------------|
| <b>Total Maximum Reimbursement by VDOT to Locality (Less Local Share)</b>                     | <b>\$420,000</b> |
| <b>Estimated Total Reimbursement by VDOT to Locality (Less Local Share and VDOT Expenses)</b> | <b>\$397,925</b> |

**Project Financing**

| Transportation Alternatives | Transportation Alternatives - Local Match |  |  |  | Aggregate Allocations |
|-----------------------------|---|--|--|--|-----------------------|
| \$420,000                   | \$105,000                                 |  |  |  | \$525,000             |

**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
- The project will be constructed and maintained in accordance with VDOT's Urban.
- In accordance with Chapter 12.1.3 (Scoping Process Requirements) of the LAP Manual, the locality shall complete project scoping on or before 7/13/2020
- This is a limited funds project. The LOCALITY shall be responsible for any additional funding in excess of \$420,000.
- Any ineligible items identified throughout project development will not be reimbursable.
- 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 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 TAP funded improvement prior to the expectations as identified in the TAP Guide, may require repayment of federal funds.
- Reimbursement for eligible expenditures shall not exceed funds allocated each year by the Commonwealth Transportation Board in the Six Year Improvement Program.
- In accordance with CTB policy, the project must be under construction by September 30, 2022 or the federal Transportation Alternatives funding may be subject to de-allocation.

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

Authorized Locality Official and Date

Authorized VDOT Official and Date

Typed or printed name of person signing

Revised July 3, 2018

Typed or printed name of person signing