

INVOICE

ALABAMA DEPARTMENT OF TRANSPORTATION

MONTGOMERY, ALABAMA

SOLD TO:		Date	June 19, 2019
	City of Foley	Vendor	636001263 01
	P.O. Box 1750	CPMS	4329/QT DG-100061656

Foley, AL 36536

FINAL SETTLEMENT

City's Share of Cost of Project No. QTDG-0214(253)

Total Cost of Project (Statement Attached)	4,800,870.29
Less Federal Amount	4,728,507.00
Overruns for County's Participation	72,363.29
Less City's Contribution ()	0.00
Remittance Due from City	<u>72,363.29</u>

COPY OF AGREEMENT ATTACHED

Remittance Address: Alabama Department of Transportation
Attention: Kelly Brendle, Room P101
1409 Coliseum Boulevard
Montgomery, Alabama 36130-3050
Questions, please call Tamiko Jordan (334) 242-6364.

STATE OF ALABAMA, Montgomery County} Before me, a notary public in and for said State and County, personally appeared Kelly Brendle, Director of Finance & Audits for Alabama Department of Transportation who says upon oath, that the written account is correct, due, and unpaid.

Carol Leigh Richards
NOTARY PUBLIC

x Kelly Brendle
DIRECTOR OF FINANCE & AUDITS

Sworn to and subscribed before me this 21 date of June 2019

My commission expires 7-27-20

INVOICE

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Carol Leigh Richards
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x Kelly Brendle
DIRECTOR OF FINANCE & AUDITS

Sworn to and subscribed before me this 21 date of June 2019

My commission expires 7-27-20

REMITTANCE COPY

**STATEMENT OF PROJECT COST
CITY OF FOLEY**

PROJECT NUMBER: QTDG-0214(253)

PMS NUMBER:
CPMS NUMBER: 4329/QTDG-100061656

COMPLETION DATE: 8/31/2017

AGREEMENT DATE: 7/1/2014
SUPPLMENTAL

Object Code	Description	Amount
0101-0199	Salaries and Benefits	
0201	Electricity	
0202	Water and Sewer	
0203	Gas	
0206	Telephone & other telecommunication service	
0207	Freight and shipping cost	
0208	Postage and Post Office Box Rent	
0211	Photographic Services	
0212	Advertising and public notices	
0213	Rent & Lease Land	
0214	Rentals & Leases-Buildings	
0260-0279	Travel	
0280	Professional Fees - Scientific/Technical	
0281	Professional Fees - Engineering	
U284	Unclaimed Consultant retainage	
0285	Appraisers Fees-(ROW)	
0287	Negotiator Fees (ROW)	
0301	Office Supplies & materials	
0302	Scientific & technical supplies	
0304	Photographic supplies	
0401	Legal Charges State Fees (ROW)	
0402	Legal Charges State Expenses (ROW)	
0405	legal Charges Non-State Rep Fees Portion	
0480	Heavy Equipment/Auto Equipment Rental	
0481	Blueprints and duplicating	
0482	Printing and Binding Services	
0484	Material Tests Performed	
0492	Radio Communications Repair Cost	
0493	CADD services	
0502	Land Purchased for Right of Way	
0541, 0542, 0544	Payment to Contractors	
0543	Payment to Utilities	
0545	Other than Payment to Contract or Utilities	4,800,870.29
0828	Mass Project Cost Transfer	
0877	Depreciation Charges - Road Mach. & Equip	
0878	Usage Replacement Allowance-Road Mach. & Equip	
0879	Non-Usage Depreciation Charges-Road Mach. &	
0880	Non-Usage Replacement Allowance-Road Mach. &	
0896	Liquidated Damages Construction Contract	
0970 - 0989	Indirect Cost	
	TOTAL COST	4,800,870.29

ALABAMA DEPARTMENT OF TRANSPORTATION
PROJECT FUNCTION OBJECT EXPENDITURES

OPTIONAL [PROGRAM] : NOT SELECTED

PROJECT - 100061656 SCOPE - CN COUNTY - 2 DIVISION - 09 DISTRICT -
DESC - RESURFACING, COMPLETE STREETS, SHARED USE PATHS, PEDESTRIAN BRIDGE AND SIDEW

PROGRAM -QTDG		STAGE - 5	ACCOUNT - 4329	
FUNCTION	OBJECT	PART AMOUNT	NON-PART AMOUNT	TOTAL AMOUNT
0504	0545	\$4,728,507.00	\$72,363.29	\$4,800,870.29
FUNCTION 0504 TOTALS		\$4,728,507.00	\$72,363.29	\$4,800,870.29
0599	0828	\$0.00	\$0.00	\$0.00
0599	0970	\$0.00	\$0.00	\$0.00
FUNCTION 0599 TOTALS		\$0.00	\$0.00	\$0.00
PROGRAM TOTALS -		\$4,728,507.00	\$72,363.29	\$4,800,870.29
PROJECT TOTAL -		\$4,728,507.00	\$72,363.29	\$4,800,870.29

**UNITED STATES OF AMERICA
U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
WASHINGTON, DC 20590**

**GRANT AGREEMENT UNDER THE
CONSOLIDATED AND FURTHER CONTINUING APPROPRIATIONS
ACT, 2013 (DIVISION F, TITLE I, Pub. L. 113-6, MARCH 26, 2013)
FOR THE NATIONAL INFRASTRUCTURE INVESTMENTS
DISCRETIONARY GRANT PROGRAM
(FY 2013 TIGER DISCRETIONARY GRANTS)**

CITY OF FOLEY, ALABAMA

**TRANSPORTATION REGIONAL INFRASTRUCTURE PEDESTRIAN
SYSTEM (TRIPS)**

FHWA FY 2013 TIGER Grant No. 15

This agreement (the "Agreement" or "Grant Agreement") reflects the selection of The City of Foley, Alabama ("Grantee" or "Recipient") as a Recipient of a grant awarded under the provisions of the Further Continuing Appropriations Act, 2013 (Pub. L. 113-6, March 26, 2013), regarding National Infrastructure Investments (the "Act"). The grant program under the Act is referred to as "FY 2013 TIGER Discretionary Grants" or "TIGER Discretionary Grants."

SECTION 1. TERMS AND CONDITIONS OF THE GRANT

- 1.1 This Agreement is entered into between United States Department of Transportation ("DOT" or the "Government") and the Grantee. This Agreement will be administered by the Federal Highway Administration (also referred to herein as "FHWA" or the "Government").
- 1.2 This Grant is made to the Grantee for the project as described in the Grantee's Technical Application (the "Project"), titled "Transportation Regional Infrastructure Pedestrian System (TRIPS)", and the negotiated provisions on the Project's material terms and conditions, including the Project's scope, assurance/confirmation that all required funding has been obtained and committed, and the timeline for completion of the Project.
- 1.3 The Government, having reviewed and considered the Grantee's Application and finding it acceptable, pursuant to the Act awards a TIGER Discretionary Grant in the amount of FOUR MILLION SEVEN HUNDRED TWENTY EIGHT THOUSAND FIVE

HUNDRED AND SEVEN DOLLARS (\$4,728,507), for the entire period of performance (referred to as the "Grant"). This Grant is the total not-to-exceed amount of funding that is being provided by the Government under this Grant Agreement. The Government's liability to make payments to the Grantee under this Grant Agreement is limited to those funds obligated by the Government under this Agreement as indicated herein and by any subsequent amendments agreed to in writing by all parties.

1.4 The Grantee agrees to abide by and comply with all terms and conditions of this Agreement and to abide by, and comply with, all requirements as specified in the Exhibits and Attachments, identified in paragraphs 1.5 and 1.6, which are considered as integral parts of this Agreement. Each Exhibit and Attachment identified below is deemed to be incorporated by reference into this Agreement as is fully set out herein.

1.5 This Agreement shall also include the following Exhibits as integral parts hereof located at: http://www.ops.fhwa.dot.gov/Freight/infrastructure/tiger/fy2013_gr_exhbt_tmp/index.htm

Exhibit A	Legislative Authority
Exhibit B	General Terms and Conditions
Exhibit C	Applicable Federal Laws and Regulations
Exhibit D	Grant Assurances
Exhibit E	Responsibility and Authority of the Grantee
Exhibit F	Reimbursement of Project Costs
Exhibit G	Grant Requirements and Contract Clauses
Exhibit H	Quarterly Progress Reports: Format and Content

1.6 This Grant Agreement shall also include the following Attachments as integral parts hereof:

Attachment A	Statement of Work
Attachment B	Estimated Project Schedule
Attachment C	Estimated Project Budget
Attachment D	Performance Measurement Table

1.7 In the case of any inconsistency or conflict between the specific provisions of this Grant Agreement, the Exhibits, and the Attachments, such inconsistency or conflict shall be resolved as follows: First, by giving preference to the specific provisions and terms of this Grant Agreement; second, by giving preference to the provisions and terms of the Exhibits; and, finally by giving preference to the provisions and terms in the Attachments.

SECTION 2. GRANTEE AND PROJECT INFORMATION

Grantee, in accordance with the requirements of the TIGER Discretionary Grant Program, provides the following information:

2.1 Project's Statement of Work Summary (for further information see Attachment A):

The Foley Transportation Regional Infrastructure Pedestrian System (TRIPS) Project will construct bike lanes, shared-use paths, sidewalks, a pedestrian bridge, and will improve four intersections to support safety. TIGER funds will be used to enhance Foley's pedestrian and bicycle connections. This Project closes gaps in a fragmented bicycle and pedestrian transportation network and builds on Foley's complete streets policies to enhance safety, health and quality of life. The Project will add nearly 15 miles of pedestrian facilities, and will add approximately 14.5 miles in bicycle and shared-use facilities.

2.2 Project's Schedule Summary (for further information see Attachment B):

Completion of NEPA:	May 6, 2014
Planned Completion of Final Design:	June 20, 2014
Planned PS&E Approval:	June 30, 2014
Planned Construction Start Date:	September 1, 2014
Last Planned Project Construction Substantial Completion and Open to Traffic Date:	January 31, 2016

2.3 Project's Budget Summary (for further information see Attachment C):

TIGER Grant Funds and Additional Sources of Project Funds:

TIGER Discretionary Grant Amount:	\$4,728,507	75%
Other Federal Funds (if any):	\$0	0%
State Funds (if any):	\$0	0%
Local Funds (if any):	\$1,606,000	25%
Other Funds (if any):	\$0	0%
Total Project Cost:	\$6,334,507	100%

If there are any cost savings or if the contract award is under the engineer's estimate, 23 C.F.R. 630.106(f) shall not apply to any match for the TIGER Discretionary Grant amount, and the Grantee's funding amount and percentage share may be reduced, provided that the Grantee's share of the costs under the Act may not be reduced below 20% for urban area projects.

2.4 Project's State and Local Planning Requirements: The TRIPS project includes the implementation of the top priorities established in the Comprehensive Bicycle and Pedestrian Plan for the City of Foley that was adopted as an amendment to the City's

Comprehensive Plan on January 17, 2012. ALDOT amended the Statewide Transportation Improvement Plan in November 2013 to include the TRIPS project.

2.5 Project's Environmental Approvals and Processes:

Environmental Documentation Type, Titles and Date: Categorical Exclusion May 6, 2014

Environmental Decision Type and Date: Categorical Exclusion May 6, 2014

Name of Agency and Office Approving each Environmental Decision Document:

Federal Highway Administration, Alabama Division

2.6 Grantee's and any Sub-Grantee's Dun and Bradstreet Information:

Dun and Bradstreet Data Universal Numbering System (DUNS) No. of the Grantee:

07-263-0544

Name of any First-Tier Sub-Grantees or Sub-Recipients: N/A

DUNS No. of First-Tier Sub-Grantee or Sub-Recipient: N/A

2.7 Grantee's Designation of Official Contact (to whom all communications from Government will be addressed):

Chad Christian, PE
City Engineer
City of Foley, Alabama
P.O. Box 1750
Foley, AL 36536
251-970-1104
cchristian@cityoffoley.org

and

Suzanne Kellams
Grant Administrator
City of Foley, Alabama
P.O. Box 1750
Foley, AL 36536
251-970-1867
skellams@cityoffoley.org

Notwithstanding paragraph 5.3 of this Grant Agreement, the Grantee may update the contact information listed in this paragraph by written notice (formal letter) to the Government without the need for a formal amendment to this Agreement.

SECTION 3. REPORTING REQUIREMENTS

Subject to the Paperwork Reduction Act, and consistent with the purposes of the TIGER Discretionary Grant Program, Grantee agrees to collect data necessary to measure performance of the Project and to ensure accountability and transparency in Government spending. Grantee further agrees to submit periodic reports to the Government that contain data necessary to measure performance of the Project and to ensure accountability and transparency in Government spending.

3.1 Project Outcomes and Performance Measurement Reports: Grantee shall collect the data necessary to track and report on each of the performance measures identified in the Performance Measurement Table in Attachment D and report results of the data for each measure to the Government periodically, according the reporting schedule identified in Attachment D. Furthermore, Grantee agrees to provide an initial Pre-project Report and a final Project Outcomes Report to the Government.

3.1.1 The Pre-project Report shall consist of current baseline data for each of the performance measures specified in the Performance Measurement Table in Attachment D. The Pre-project Report shall include a detailed description of data sources, assumptions, variability, and the estimated level of precision for each measure. Grantee shall submit the report to the Government by **October 31, 2014**. Grantee shall represent that the data in the Pre-project Report is current as of **August 1, 2014**.

3.1.2 Grantee shall submit interim Project Performance Measurement Reports to the Government for each of the performance measures specified in the Performance Measurement Table in Attachment D following Project completion. Grantee shall submit reports at each of the intervals identified for the duration of the time period specified in the Performance Measurement Table in Attachment D. Grantee shall represent that the data in each of the interim Project Performance Reports is current as of the final date of the reporting interval.

3.1.3 The Project Outcomes Report shall consist of a narrative discussion detailing Project successes and/or the influence of external factors on Project expectations. Grantee shall submit the Project Outcomes Report to the Government by **March 1, 2022** which includes an *ex post* examination of project effectiveness in relation to the Pre-project Report baselines. Grantee shall represent that the data in the Project Outcomes Report is current as of **January 31, 2022**.

3.1.4 Grantee shall submit each report via email to each of the Government contacts identified in paragraph 3.5 of this Agreement and, additionally, to outcomes@dot.gov. The email shall reference and identify in the email subject line the TIGER Grant Number and provide the number of the Performance Measures report submitted, e.g., Re: FHWA FY

2013 TIGER Discretionary Grant No. 15 - Performance Measure Report No. 1 or 2 or 3, etc.

- 3.2 **Project Progress and Monitoring Reports:** Consistent with the purposes of the TIGER Discretionary Grant Program, to ensure accountability and transparency in Government spending, the Grantee shall submit quarterly progress reports and the Federal Financial Report (SF-425) to the contacts designated by the Government in section 3.5, as set forth in Exhibit H, Quarterly Progress Reports: Format and Content, to the Government on a quarterly basis, beginning on the 20th of the first month of the calendar year quarter following the execution of the Agreement, and on the 20th of the first month of each calendar year quarter thereafter until completion of the Project. The initial report shall include a detailed description, and, where appropriate, drawings, of the items funded.
- 3.2.1 The Grantee shall submit all required reports and documents to the Government electronically, referencing the Grant number, to the contacts designated by the Government in section 3.5.
- 3.3 **Annual Budget Review and Program Plan:** The Grantee shall submit an Annual Budget Review and Program Plan to the Government via e-mail 60 days prior to the end of each Agreement year. The Annual Budget Review and Program Plan shall provide a detailed schedule of activities, estimate of specific performance objectives, include forecasted expenditures, and schedule of milestones for the upcoming Agreement year. If there are no proposed deviations from the approved Estimated Project Budget, the Annual Budget Review shall contain a statement stating such. The Grantee will meet with the Government to discuss the Annual Budget Review and Program Plan. If there is an actual or projected project cost increase, the annual submittal should include a written plan for providing additional sources of funding to cover the project budget shortfall or supporting documentation of committed funds to cover the cost increase.
- 3.4 **Closeout Process:** Closeout occurs when all required project work and all administrative procedures described in Title 23 (or 49 C.F.R. Part 18 or Part 19, as applicable) are completed, and the Government notifies the Grantee and forwards the final Federal assistance payment, or when the Government acknowledges Grantee's remittance of the proper refund. Within 90 days of the Project completion date or termination by the Government, the Grantee agrees to submit a final Federal Financial Report (SF-425), a certification or summary of project expenses, and third-party audit reports.
- 3.5 All notices or information required by this Agreement should be addressed and sent to all the Government contacts as follows:

FHWA Division Contact:
Shaun Capps
Transportation Engineer
Federal Highway Administration
9500 Wynlakes Place

Montgomery, AL 36064
334-274-6347
Christopher.capps@dot.gov

and

FHWA TIGER Program Manager
Federal Highway Administration
Office of Freight Management and Operations
1200 New Jersey Avenue, SE
Room E84-444
Washington, DC 20590
(202) 366-0857
FHWA-TIGER.Reports@dot.gov

and

OST TIGER Discretionary Grants Coordinator
United States Department of Transportation
Office of the Secretary
1200 New Jersey Avenue, SE
Washington, DC 20590
(202) 366-8914
TIGERGrants@dot.gov

Notwithstanding paragraph 5.3 of this Grant Agreement, the Government may update the contact information listed in this paragraph by written notice (formal letter) to the Grantee without the need for a formal amendment to this Agreement.

SECTION 4. SPECIAL GRANT REQUIREMENTS

There are no special grant requirements for this Project.

SECTION 5. TERMINATION, EXPIRATION, AND MODIFICATION

5.1 Subject to terms set forth in this Agreement, the Government reserves, in its sole discretion, the right to terminate this Agreement and all of its obligations associated with this Agreement, unless otherwise agreed to in a signed writing between the Grantee and the Government, if any of the following occurs:

5.1.1 The Grantee fails to obtain or provide any non-TIGER Discretionary Grant contribution or alternatives approved by the Government as provided in this Agreement and in accordance with paragraphs 2.2 and 2.3;

5.1.2 The Grantee fails to begin construction before **October 31, 2014**;

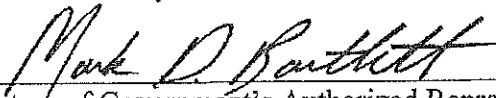
- 5.1.3 The Grantee fails to begin expenditure of Grant funds by **December 15, 2014**;
- 5.1.4 The Grantee fails to meet the conditions and obligations specified under this Agreement including, but not limited to, a material failure to comply with schedule in paragraph 2.2 even if it is beyond the reasonable control of the Grantee, or after giving the Grantee a reasonable opportunity to cure such failure; or,
- 5.1.5 The Government, in its sole discretion, determines that termination of the Agreement is in the public interest.
- 5.2 Funds made available under this Agreement shall be obligated by DOT on or before September 30, 2014. Funds made available under this Agreement, once obligated, are available for liquidation and adjustment through September 30, 2019, the "Grant Termination Date." Unless otherwise agreed to by the parties, this Agreement shall terminate on the Grant Termination Date.
- 5.3 Either party (the Government or the Grantee) may seek to amend or modify this Agreement prior to the Grant Termination Date by written notice (formal letter) to the other party and in accordance with 49 C.F.R. Parts 18.43 and 18.44. The Grant Agreement may be amended or modified only on the mutual written agreement by both parties. Changes to Attachments B and C (Estimated Project Schedule and Estimated Project Budget) do not require modification through the process in this paragraph if such modifications do not affect the dates or amounts in paragraphs 2.2 and 2.3, and the change has been consented to by the Government in writing consistent with the requirements of FHWA (including by email).

SECTION 6. AWARD AND EXECUTION OF GRANT AGREEMENT

- 6.1 Counterparts: This Agreement may be executed in counterparts, which shall constitute one document. This Agreement shall be executed in quadruplicate; each countersigned original shall be treated as having identical legal effect.
- 6.2 Effective Date: The Agreement shall be effective when fully executed by authorized representatives of the Grantee and the Government; provided, however, that the Grantee shall execute this Agreement, and then submit four (4) original signed copies of the Agreement to the Government for execution. When signed and dated by the authorized official of the Government, this instrument will constitute an Award under the Act.
- 6.3 Survival: Notwithstanding anything to the contrary contained herein, the provisions of this Agreement relating to reporting requirements set forth in Section 3 of this Agreement shall survive the expiration or earlier termination of this Agreement.

EXECUTION BY THE GOVERNMENT

Executed this 1st day of July, 2014.



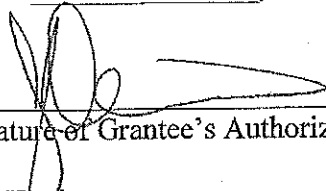
Signature of Government's Authorized Representative

Mark Bartlett
FHWA Division Administrator

EXECUTION BY CITY OF FOLEY, ALABAMA

By signature below, the Grantee/Recipient acknowledges that it accepts and agrees to be bound by this Agreement.

Executed this 20th day of June, 2014.



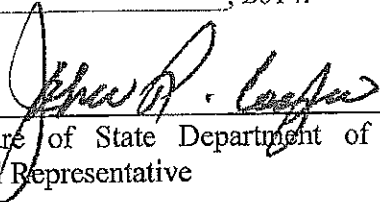
Signature of Grantee's Authorized Representative

John Korfir
Mayor – City of Foley

EXECUTION BY STATE DEPARTMENT OF TRANSPORTATION

By signature below, the State Department of Transportation (SDOT) acknowledges that it agrees to act as a limited agent for the Grantee to assist in the receipt and disbursement of the TIGER Discretionary Grant obligated by this Agreement and to perform such other administrative and oversight duties with respect to the Grant and the Project as the Grantee and the SDOT shall agree upon between themselves. The SDOT acknowledges the fiduciary duty owed to the parties to this agreement and will promptly disburse the TIGER Grant to the Grantee at Grantee's direction and instructions. Further, the SDOT will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the duties it assumes under this Agreement in compliance with the terms and conditions contained herein.

Executed this _____ day of _____, 2014.



Signature of State Department of Transportation Designated
Official Representative

John R. Cooper
Director

ATTACHMENT A STATEMENT OF WORK

The TRIPS project located within the City of Foley, Baldwin County, Alabama is necessary to complete the much needed bicycle and pedestrian transportation improvements within the City to provide alternative modes of transportation. All bicycle and pedestrian infrastructure improvements proposed in this request follow complete street guidelines to provide alternative modes of transportation through bicycling and walking. The proposed improvements include a combination of constructing bike lanes or bike paths along streets that currently have sidewalks; constructing shared use paths along major corridors to provide facilities for walking and biking; and constructing "complete streets" that include bike lanes and sidewalks along streets that currently do not have infrastructure for bicycling and pedestrian transportation. The TRIPS project will be phased into 3 lettings based upon the type of construction activities. The following is a summary of the construction activities that will be performed in each letting. Please note that the order of the lettings listed have not been determined. However, the lettings will adhere to the schedule established in this agreement for beginning and completion of construction activities as well as project closeout.

Letting 1 – Letting 1 will include construction activities including clearing & grubbing/erosion control, earthwork, drainage, utilities, base & pave, curb & gutter, pedestrian signals, sidewalks/ramps, landscape & signage that involve modifications and improvements to the existing roadway system. These construction activities include 2.8 miles of resurfacing and widening the roadways to include 4' wide bicycle lanes in each direction, or share the road bicycle facilities, 1.9 miles of "complete streets" which consists of resurfacing and widening the roadways to include 4' wide bicycle lanes in each direction, or share the road bicycle facilities and construction of 5' wide concrete sidewalks on each side of the roadway, and all required drainage modifications, signage, and striping. In addition, there will be 4 intersection pedestrian safety improvements that will include the construction of pedestrian crosswalks, signage, and traffic signal upgrades to include pedestrian signal heads. The proposed pedestrian improvements will adhere to all ADA requirements. All construction activities in this letting are anticipated to be within existing right-of-ways with minimal acquisition required if any.

Letting 2 – Letting 2 will include construction activities including clearing & grubbing/erosion control, earthwork, drainage, utilities, sidewalks/ramps, curb & gutter, landscape & signage for approximately 12.9 miles of shared use paths. The shared use paths are proposed to be 8'-10'' wide concrete or asphalt (depending on location) bicycle and pedestrian paths that will not be attached to the existing roadways. Construction activities will include all required drainage modifications, signage, pedestrian crosswalks and ramps, and utility relocations (if necessary). The shared use paths will adhere to all ADA requirements. All construction activities in this letting are anticipated to be within existing right-of-ways with minimal acquisition required if any.

Letting 3 – Letting 3 will include the construction activities including clearing & grubbing/erosion control, earthwork, drainage, utilities, pedestrian overpass, sidewalks, curb & gutter, lighting, landscape & signage for the pedestrian overpass over State Highway 59. This letting will include the construction of the pedestrian bridge, pedestrian ramps or elevators to

meet ADA requirements, site modifications at each landing area to provide proper connectivity to existing pedestrian facilities, associated drainage modifications, and utility relocation (if necessary). Right-of-way acquisition for this letting will not be determined until preliminary engineering is complete. However acquisition of right-of way on the west side of State Highway 59 may be required. All improvements will adhere to ADA requirements.

Major construction activities of the project include:

- Clearing & Grubbing/Erosion Control
- Earthwork
- Drainage
- Utilities
- Base & Pave, Curb & Gutter, & Pedestrian Signals
- Pedestrian Overpass
- Sidewalks/Ramps, Curb & Gutter
- Lighting, Landscaping & Signage

ATTACHMENT B ESTIMATED PROJECT SCHEDULE

Completion of NEPA	May 6, 2014
Start of Preliminary Engineering	November 4, 2013
End of Preliminary Engineering	May 6, 2014
Start of Final Design	May 6, 2014
Planned Completion of Final Design	June 20, 2014
Planned PS&E Approval	June 30, 2014

Letting #1

Advertise for Bids	July 7, 2014
Award Contract	August 18, 2014
Start Construction	September 1, 2014

Construction Activity (Phased by Roadway Segment)	Planned Start Date	Planned End Date
Clearing & Grubbing/Erosion Control	September 1, 2014	December 31, 2014
Earthwork	October 6, 2014	May 11, 2015
Drainage	October 20, 2014	April 24, 2015
Utilities	September 15, 2014	February 27, 2015
Base & Pave, Curb & Gutter, & Pedestrian Signals	November 3, 2014	May 29, 2015
Sidewalks/Ramps	December 8, 2014	June 26, 2015
Landscape & Signage	January 12, 2015	August 28, 2015

Complete Construction	August 31, 2015
Project Closeout	November 30, 2015

Letting #2

Advertise for Bids

August 11, 2014

Award Contract

September 22, 2014

Start Construction

October 6, 2014

Construction Activity (Phased by Roadway Segment)	Planned Start Date	Planned End Date
Clearing & Grubbing/Erosion Control	October 6, 2014	June 12, 2015
Earthwork	November 3, 2014	September 4, 2015
Drainage	November 17, 2014	August 14, 2015
Utilities	October 20, 2014	August 7, 2015
Sidewalks/Ramps, Curb & Gutter	December 8 5, 2014	October 30, 2015
Landscape & Signage	April 13, 2015	November 27, 2015

Complete Construction

November 30, 2015

Project Closeout

February 29, 2016

Letting #3

Advertise for Bids

September 8, 2014

Award Contract

October 20, 2014

Start Construction

November 3, 2014

Construction Activity	Planned Start Date	Planned End Date
Clearing & Grubbing/Erosion Control	November 3, 2014	February 6, 2015
Earthwork	January 5, 2015	October 2, 2015
Drainage	February 9, 2015	May 8, 2015
Utilities	December 8, 2015	March 9, 2015
Pedestrian Overpass	April 13, 2015	November 20, 2015
Sidewalks, Curb & Gutter	October 5, 2015	December 18, 2015
Lighting, Landscaping & Signage	December 7, 2015	January 29, 2016

Complete Construction

January 31, 2016

Project Closeout

March 31, 2016

ATTACHMENT C ESTIMATED PROJECT BUDGET

Letting #1

Activity	FY13 TIGER Funds	Local Funds	Planned Project Cost
Clearing & Grubbing/Erosion Control	\$135,284	\$0	\$135,284
Earthwork	\$135,283	\$0	\$135,283
Sidewalks & Ramps	\$270,567	\$0	\$270,567
Base & Pave, Curb & Gutter, & Pedestrian Signals	\$527,606	\$0	\$527,606
Drainage	\$216,454	\$0	\$216,454
Landscape & Signage	\$67,642	\$0	\$67,642
Utilities	\$0	\$13,850	\$13,850
Construction Administration	\$0	\$205,486	\$205,486
Total	\$1,352,836	\$219,336	\$1,572,172

Note: \$223,541 of Local Matching Funds is budgeted in addition to the Construction Budget outline above. Additional Local Matching Funds Budget includes costs for City of Foley grant administration including City staff costs and consultant costs

Letting # 2

Activity	FY13 TIGER Funds	Local Funds	Planned Project Cost
Clearing & Grubbing/Erosion Control	\$225,284	\$0	\$225,284
Earthwork	\$225,283	\$0	\$225,283
Sidewalks/Ramps, Curb & Gutter	\$1,261,588	\$0	\$1,261,588
Drainage	\$360,453	\$0	\$360,453
Landscape & Signage	\$180,227	\$0	\$180,227
Utilities	\$0	\$27,000	\$27,000
Construction Administration	\$0	\$205,486	\$205,486
Total	\$2,252,835	\$232,486	\$2,485,321

Note: \$317,866 of Local Matching Funds is budgeted in addition to the Construction Budget outline above. Additional Local Matching Funds Budget includes costs for right-of-way acquisition and City of Foley grant administration including City staff costs and consultant costs.

Letting #3

Activity	FY13 TIGER Funds	Local Funds	Planned Project Cost
Clearing & Grubbing/Erosion Control	\$45,280	\$0	\$45,280
Earthwork	\$22,640	\$0	\$22,640
Sidewalks, Curb & Gutter	\$79,239	\$0	\$79,239
Pedestrian Overpass	\$862,479	\$0	\$862,479
Drainage	\$56,599	\$0	\$56,599
Lighting, Landscape, & Signage	\$56,599	\$0	\$56,599
Utilities	\$0	\$9,150	\$9,150
Construction Administration	\$0	\$205,486	\$205,486
Total	\$1,122,836	\$214,636	\$1,337,472

Note: \$398,135 of Local Matching Funds is budgeted in addition to the Construction Budget outline above. Additional Local Matching Funds Budget includes costs for right-of-way acquisition and City of Foley grant administration including City staff costs and consultant costs.

Total of all Lettings

Activity	FY13 TIGER Funds	Local Funds	Planned Project Cost
Clearing & Grubbing/Erosion Control	\$405,848	\$0	\$405,848
Earthwork	\$383,206	\$0	\$383,206
Base & Pave, Curb & Gutter, & Pedestrian Signals	\$527,606	\$	\$527,606
Sidewalks/Ramps, Curb & Gutter	\$1,611,394	\$0	\$1,611,394
Pedestrian Overpass	\$862,479	\$0	\$862,479
Drainage	\$633,506	\$0	\$633,506
Lighting, Landscape, & Signage	\$304,468	\$0	\$304,468
Utilities	\$0	\$50,000	\$50,000
Construction Administration	\$0	\$616,458	\$616,458
ROW Acquisitions/Grant Administration	\$0	\$939,542	\$939,542
Total	\$4,728,507	\$1,606,000	\$6,334,507

ATTACHMENT D PERFORMANCE MEASUREMENT TABLE

Study Area: The study area will include all corridors and locations where bicycle and pedestrian improvements are made within the City of Foley, Alabama.

Table 1: Performance Measurement Table

Measure	Description of Measure	Measurement Period	Reporting Period
Average Daily Bike and Pedestrian Counts	Average daily bicycle and pedestrian counts using National Bicycle & Pedestrian Documentation Project methodology by conducting hourly counts at key locations in the study area. Counts will be collected on a typical weekday, Saturday and Sunday and should be conducted monthly to produce a quarterly average.	Baseline Measurement: Annual average, accurate as of August 1, 2014 Interim Performance Measures: Accurate as of January 31, annually	Baseline Measurement: October 31, 2014 Interim Performance Measures: For a period of 5 years, beginning March 1, 2017, annually
Annual Non-Vehicle (Bicycle & Pedestrian) Crash Rates by Type & Severity	Non-vehicle crash rates will be measured and reported as crashes per 100 million VMT and identified by the following severity categories: Fatal, Injury, and Property-Damage-Only (PDO) crashes	Baseline Measurement: Annual average, accurate as of August 1, 2014 Interim Performance Measures: Accurate as of January 31, annually	Baseline Measurement: October 31, 2014 Interim Performance Measures: For a period of 5 years, beginning March 1, 2017, annually
Average Annual Daily Traffic (ADT)	The total volume of vehicle traffic on a highway or road segment per day	Baseline Measurement: Annual average,	Baseline Measurement: October 31, 2014 Interim Performance Measures:

		accurate as of August 1, 2014 Interim Performance Measures: Accurate as of January 31, annually	For a period of 5 years, beginning March 1, 2017, annually
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FEDERAL-AID PROJECT/AUTHORIZATION/AGREEMENT

STATE: **ALABAMA** PROJECT: QTDG-0214(253)

COUNTY: **BALDWIN**

PROJECT LOCATION: RESURFACING, COMPLETE STREETS, SHARED USE PATHS, PEDESTRIAN BRIDGE AND SIDEWALKS IN THE CITY OF FOLEY

GENERAL DESCRIPTION OF WORK: SIDEWALK

☐ STP Quarterly

☐ Limited Federal

☐ NHS

WORK TO BE AUTHORIZED:

☐ Preliminary Engineering:

☐ Location Only

☐ Location and Preliminary

☐ Preliminary Only

☐ Final Design only

☐ Right-Of-Way Acquisition

☒ Construction:

☒ Advertise for Receipt of Bids *(Locally)*

☐ Agreed Price/Force Account Basis

☐ Other

REMARKS:

Any recipient or subrecipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act and implementing regulations at 2 CFR Part 170, including Appendix A.

See ATTACHED

PHASE OF WORK	EFFECTIVE DATE	APPROX. LENGTH	APPLICABLE PROJECT NUMBERS
PLANNING AND RESEARCH:		0	
PRELIMINARY ENGINEERING:		0	
RIGHT-OF-WAY:		0	
CONSTRUCTION:	07/30/2014	0	100061656
UTILITIES		0	
OTHER:		0	

FUNDS (Dollars)

APPR CODE	ADV CN	TOTAL PROJECT COSTS	FEDERAL FUNDS	STATE/OTHER AMOUNT	FED AID PERCENT
QTDG	N	\$4,728,507.00	\$4,728,507.00	\$0.00	100.00%
TOTAL		\$4,728,507.00	\$4,728,507.00	\$0.00	

THE STATE AGREES THAT, AS A CONDITION TO PAYMENT OF THE FEDERAL FUNDS OBLIGATED, IT ACCEPTS AND WILL COMPLY WITH THE APPLICABLE PROVISIONS AND CERTIFICATIONS SET FORTH IN 23 CFR 630.112 AND THE ASSURANCES IN 49CFR26.13 HEREBY INCLUDED BY REFERENCE.

ALABAMA DEPARTMENT OF TRANSPORTATION

By/For

Clay P. McBrien
Clay McBrien
State Office Engineer

07/30/2014

DATE

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

By/For

Mark D. Bartlett
Mark D. Bartlett
DIVISION ADMINISTRATOR

8/16/14

DATE

Federal-Aid Project/Authorization/Agreement

QTDG-214(253)

REMARKS:

This authorization only approves Phase I of the Tiger V Grant Agreement with the City of Foley to proceed to construction. Modifications will be made as additional phases are approved to proceed to construction.

Any costs above the \$4,728,507 of Tiger Funds will be covered by local funds.

Date: 8/06/2014