

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

**GRANT AGREEMENT UNDER THE
TRANSPORTATION, HOUSING AND URBAN DEVELOPMENT, AND
RELATED AGENCIES APPROPRIATIONS ACT, 2010 (DIVISION A OF
THE CONSOLIDATED APPROPRIATIONS ACT, 2010 (PUB. L. 111- 117,
DEC. 16, 2009)), FOR THE NATIONAL INFRASTRUCTURE
INVESTMENTS DISCRETIONARY GRANT PROGRAM (TIGER II
DISCRETIONARY GRANTS)**

Northwest Arkansas Regional Planning Commission

Northwest Arkansas Razorback Regional Greenway

FHWATIGER II Grant No. TDGII-C-19

This agreement (the "Agreement" or "Grant Agreement") reflects the selection of Northwest Arkansas Regional Planning Commission ("Grantee" or "Recipient") as a Recipient of a grant awarded under the provisions of the Transportation, Housing and Urban Development, and Related Agencies Appropriations Act, 2010 (Division A of the Consolidated Appropriations Act, 2010 (Pub. L. 111-117, Dec. 16, 2009)), regarding National Infrastructure Investments (the "Act"). The grant program under the Act is referred to as "TIGER II 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 Northwest Arkansas Razorback Regional Greenway 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 Technical Application and finding it acceptable, pursuant to the Act awards a TIGER II Discretionary Grant in the amount FIFTEEN MILLION DOLLARS (\$15,000,000), for the entire period of

performance (referred to as the "Grant"). As delineated in the Statement of Work, the Grant consists of a Base – Phase 1 (Preliminary Engineering (PE) and Right-of-Way) and Two Option Phases – Phase 2 (Final Design and Construction of Sections 7 and 9 in Rogers) and Phase 3 (Final Design and Construction of all remaining segments). The Phase 1 Base obligation amount consists of THREE MILLION TWO HUNDRED TWENTY-EIGHT THOUSAND FOUR HUNDRED TWENTY-EIGHT Dollars (\$3,228,428) for costs associated with PE and ROW. Only upon bilateral exercise of the Government Option, via formal amendment to the Grant Agreement and executed by the Government after completion of Phase 1 and compliance with all applicable Federal, State, and local requirements, may ONE MILLION FOUR HUNDRED FORTY-NINE THOUSAND SIX HUNDRED Dollars (\$1,449,600) be obligated for performance of the first Option – Phase 2 (Final Design and Construction of Sections 7 and 9 in Rogers). Only upon bilateral exercise of the Government Option, via formal amendment to the Grant Agreement and executed by the Government after completion of Phases 1 and compliance with all applicable Federal, State, and local requirements, may TEN MILLION THREE HUNDRED TWENTY-ONE THOUSAND NINE HUNDRED SEVENTY-TWO Dollars (\$10,321,972) be obligated for performance of the second Option – Phase 3 (Final Design and Construction of all remaining segments). This Grant is the total not-to-exceed amount of funding that is being provided by the Government under this Grant Agreement. For urban projects, the Grantee hereby certifies that not less than THREE MILLION SEVEN HUNDRED FIFTY THOUSAND Dollars (\$3,750,000) in non-Federal funds are committed to fund the Project in order to satisfy the Act's requirement that at least twenty percent (20%) of the Project's costs are funded by non-Federal sources, with not less than EIGHT HUNDRED SEVEN THOUSAND ONE HUNDRED SEVEN Dollars (\$807,107) being committed to Phase 1, not less than THREE HUNDRED SIXTY TWO THOUSAND FOUR HUNDRED Dollars (\$362,400) being committed to Phase 2, and not less than TWO MILLION FIVE HUNDRED EIGHTY THOUSAND FOUR HUNDRED NINETY THREE Dollars (\$2,580,493) be committed to Phase 3. The Project Budget is \$18,750,000, as outlined in Attachment C. Grantee is responsible for completing project as outlined in Attachment A and will secure funds necessary to complete project. 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/tigerii/ga_exhbt_tmp/alt/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	Project Schedule
Attachment C	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 II Discretionary Grant Program, provides the following information:

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

The project is an approximate 16 miles of trail constructed of either asphalt or concrete, ten and or twelve feet wide. This sixteen mile segment will have independent utility, but will also serve to connect to trails on both the north and south ends creating a 36 mile trail system. The 16 mile TIGER II segment will go through the cities of Rogers, Lowell, and Springdale, in Washington and Benton Counties in Arkansas. The full 36 mile system will also serve the cities of Bentonville, Johnson, and Fayetteville.

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

Planned or Actual Contract Award Date: Phase 1: May 2011; Phase 2: August 2011; Phase 3: November 2011

Planned or Actual Construction Start Date: September 15, 2011

Planned Project Completion Date: December 31, 2013

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

TIGER II Grant Funds and Additional Sources of Project Funds:

TIGER II Discretionary Grant Amount:	\$15,000,000	80%
Phase 1 TIGER II Grant Amount:	\$3,228,428	80%
Phase 2 TIGER II Grant Amount:	\$1,449,600	80%
Phase 3 TIGER II Grant Amount:	\$10,321,972	80%
Other Federal Funds (if any):	\$0	0%
State Funds (if any):	\$0	0%
Local Funds (if any):	\$3,750,000	20%
Match for Phase 1	\$807,107	20%
Match for Phase 2	\$362,400	20%
Match for Phase 3	\$2,580,493	20%
Other Funds (if any):	\$0	0%
Total Project Cost:	\$18,750,000	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 II Discretionary Grant amount.

2.4 Project's State and Local Planning Requirements: The project was added to the local MPO NARTS 2010-2013 TIP on January 7, 2011 and the 2010-2013 Arkansas STIP amendment was approved on January 31, 2011.

2.5 Project's Environmental Approvals and Processes:

Environmental Documentation Type, Titles and Date: Categorical Exclusion under FHWA and FTA "Environmental Impact and Related Procedures (23 C.F.R. Part 771)

Environmental Decision Type and Date: An Environmental Categorical Exclusion was obtained for this project on April 8, 2011.

Name of Agency and Office Approving each Environmental Decision Document FHWA Arkansas Division Office.

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: 188305700

Name of any First-Tier Sub-Grantees or Sub-Recipients (if applicable – to be reported if/when identified. If not applicable please note is N/A): NA

DUNS No. of First-Tier Sub-Grantee or Sub-Recipient (if applicable – to be reported if/when identified): NA

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

John McLarty
Transportation Study Director
Northwest Arkansas Regional Planning Commission
1311 Clayton Street, Springdale, Arkansas, 72762
479-751-7125
jmclarty@nwarpc.org

SECTION 3. REPORTING REQUIREMENTS

Subject to the Paperwork Reduction Act, and consistent with the purposes of the TIGER II 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 December 31, 2011. Grantee shall represent that the data in the Pre-project Report is current as of September 1, 2011.
- 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, 2018, 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 December 31, 2017.

- 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 II Grant Number and provide the number of the Performance Measures report submitted, e.g., Re: [Modal] Tiger II Grant No. 52 - Performance Measure Report No. 1 or 2 or 3, etc.
- 3.2 **Project Progress and Monitoring Reports:** Consistent with the purposes of the TIGER II 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, 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 Detailed Project Budget, attached hereto as Attachment C, 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. To the extent the annual budget update deviates from the approved project budget by more than 10 percent, then work proposed under the Annual Budget Review and Program Plan shall not commence until written approval from the Government is received.
- 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:

Gary DalPorto
Planning and Program Development
Team Leader
FHWA – Arkansas Division
3130 Federal Building
Little Rock, AR 72201
501-324-6441
Gary.dalporto@dot.gov

and

Ed Strocko
TIGER Discretionary Program Modal Coordinator
Federal Highway Administration
1200 New Jersey Ave. SE, E84-440
Washington DC 20590
(202) 366- 2997
Ed.Strocko@dot.gov

and

Robert Mariner
United States Department of Transportation
Office of the Secretary
1200 New Jersey Avenue, SE, W84-244
Washington, DC 20590
(202) 366-8914
Robert.Mariner@dot.gov

SECTION 4. SPECIAL GRANT REQUIREMENTS

- 4.1 Phase 1, PE and Right-of-Way, must be completed before any subsequent Phases may be exercised.
- 4.2 Phase 2, Final Design and Construction of Sections 7 and 9 in Rogers, may be exercised subject to the Government's determination that Phase 1 is complete and the Recipient has met all Federal, State, and Local requirements required prior to the start of final design and construction, and is subject to availability of funds. Phase 2, Design Final Design

and Construction of Sections 7 and 9 in Rogers, if exercised, will be via formal bilateral amendment to the grant signed by the Government and the Recipient.

- 4.3 Phase 3, Final Design and Construction of all remaining segments, may be exercised subject to the Government's determination that Phase 1 is complete and the Recipient has met all Federal, State, and Local requirements required prior to the start of final design and construction, and is subject to availability of funds. Phase 3, Final Design and Construction of all remaining segments, if exercised, will be via formal bilateral amendment to the grant signed by the Government and the Recipient.

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 II Discretionary Grant contribution or alternatives approved by the Government as provided in this Agreement and in accordance with the Project Schedule (Attachment B);
 - 5.1.2 The Grantee fails to begin work on Phase 1 before June 30, 2011;
 - 5.1.3 The Grantee fails to begin expenditure of Grant funds by September 1, 2011;
 - 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 the Project Schedule (Attachment B) even if it is beyond the reasonable control of the Grantee; 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 Grantee on or before September 30, 2012. Funds made available under this Agreement, once obligated, are available for liquidation and adjustment through September 30, 2017, 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.

SECTION 6. AWARD AND EXECUTION OF GRANT AGREEMENT

There are three (3) identical counterparts of this Agreement in hard copy; each counterpart is to be fully signed in writing by the parties and each counterpart is deemed to be an original writing having identical legal effect. Upon final execution of this Agreement by the Grantee, the effective date shall be the date the Government awarded funding under this Agreement as set forth below. When signed and dated by the authorized official of the Government, this instrument will constitute an Award under the Act.

EXECUTION BY THE GOVERNMENT

Executed this 8th day of APRIL, 2011.



Signature of Government's Authorized Representative

SANDRA L. OTTO

Name of Government's Authorized Representative

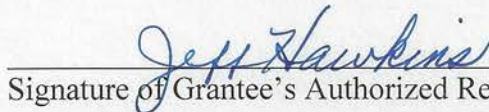
DIVISION ADMINISTRATOR, FHWA

Title

EXECUTION BY THE GRANTEE/RECIPIENT

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

Executed this 8th day of April, 2011.



Signature of Grantee's Authorized Representative

Jeff Hawkins

Name of Grantee's Authorized Representative


Executive Director

Title

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 Federal 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 Federal 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 8TH day of APRIL, 2011.



Signature of State Department of Transportation Designated
Official Representative

DAN FLOWERS

Name of State Department of Transportation Designated Official
Representative

DIRECTOR OF HIGHWAYS AND TRANSPORTATION

Title

ATTACHMENT A STATEMENT OF WORK

The Razorback Greenway will connect the northwest Arkansas region with active transportation along a 36 mile bicycle, pedestrian and mobility corridor linking the cities of Bentonville, Rogers, Lowell, Springdale, Johnson, and Fayetteville. TIGER II will fund 16 miles of this project.

The TIGER II portion of the overall project will consist of an internal segment with independent utility beginning at an established trail in north Fayetteville at the Lake Fayetteville trail site to trails in south Bentonville. Thus, the project scope will consist of constructing the trail segments in Springdale, Lowell and Rogers that tie to the existing systems in Bentonville and Fayetteville. These trail sections are designated in the TIGER II grant application as section numbers: 7, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, and 22.

Phase One will consist of Preliminary Engineering and ROW clearance for the entire project.

A consultant or team of consultants will be hired to perform the survey work needed for all location and design work. ROW needs will be established and ROW procurement procedures will follow all federal guidelines. Design and Engineering services will be produce a document for the PS & E Package

Phase Two will consist of construction of trail sections 7 and 9 in Rogers

The PS & E Package produced in Phase One will be submitted for review and upon approval construction bids will be solicited using federally approved guidelines. Upon bid award, construction should begin in September of 2011 with an anticipated completion date of December, 2012.

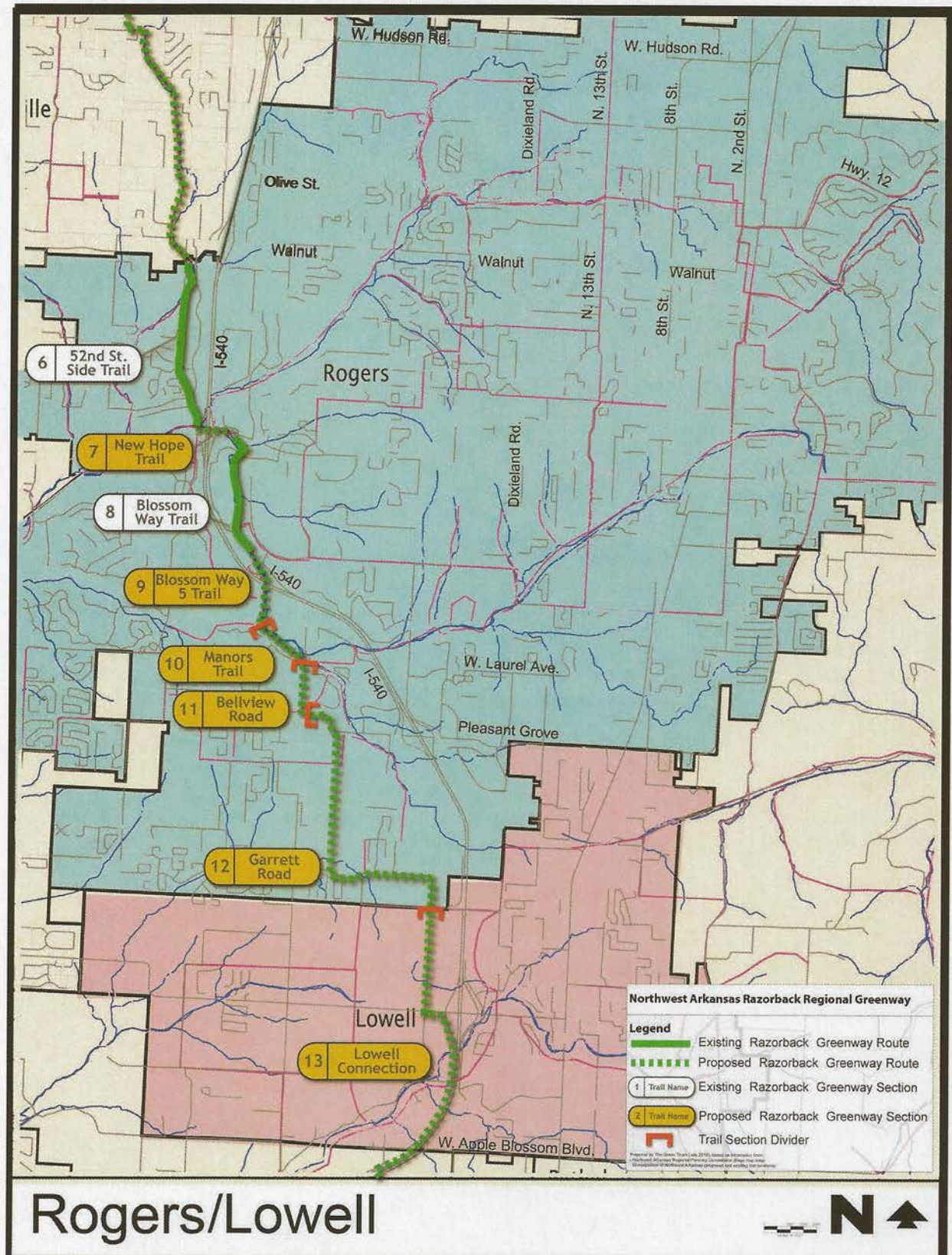
Phase Three will consist of construction of the remaining sections and trail amenities

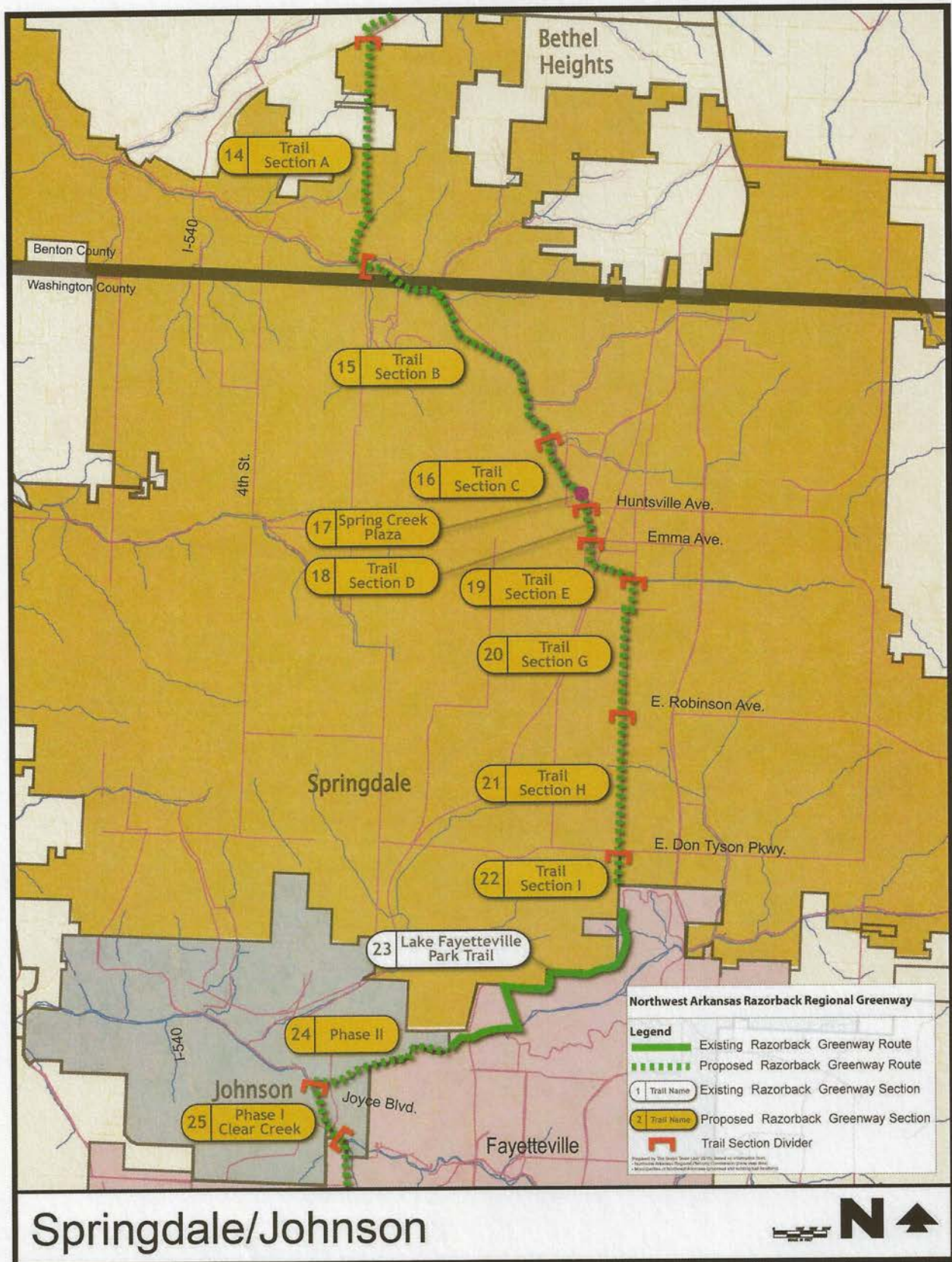
The PS & E Package produced in Phase One will be submitted for review and upon approval construction bids will be solicited using Federally approved guidelines. Upon bid award, construction should begin in November of 2011 with an anticipated completion date of December, 2013.

Trailhead amenities in Springdale, Lowell and Rogers will be reduced in scope due to funding limitations based on Federal funds awarded being less than asked for in the application. Amenities will still include lighting, trash receptacles, and benches as funds permit.

These trail sections have independent utility and will encompass approximately 16 miles of the Razorback Greenway and will provide an essential link to complete the full 36 mile overall project. (See attached Map) The trail will be constructed from asphalt and or concrete and will be 12 feet wide unless right of way constraints only allow ten feet. AASHTO standards for bicycle and pedestrian facilities will be utilized from the Guide for the Development of Bicycle

Facilities, and ADA standards will be followed. Some sections congruent to streets may require bike lanes and sidewalks.





ATTACHMENT B PROJECT SCHEDULE

Task Work

Estimated Completion Date

TIP/STIP Date
NEPA Approval Date

January 7, 2011/January 31, 2011
April 7, 2011

Phase One	
PE Obligation Date (for entire project)	April 8, 2011
ROW Obligation Date (for entire project)	April 8, 2011
Phase Two (for Sections 7 and 9 in Rogers)	
ROW Clearance Date	June 30, 2011
Final Design Completion Date	June 30, 2011
PS&E Package & Obligation of Construction Funds	June 30, 2011
Construction Bid Advertisement date	July 5, 2011
Construction Bid opening date (for 7 and 9)	July 30, 2011
Notice to Proceed	August 30, 2011
Groundbreaking Date	September 15, 2011
Project Completion Date	December 31, 2012
Phase Three (all remaining sections)	
ROW Clearance Date	August 30, 2011
Final Design Completion Date	August 30, 2011
PS&E Package & Obligation of Remaining Construction Funds	August 30, 2011
Bid Advertisement Date	September 15, 2011
Bid Opening Date	October 15, 2011
Notice to Proceed Date	November 15, 2011
Groundbreaking Date	November 30, 2011
Project Completion Date	December 31, 2013

ATTACHMENT C PROJECT BUDGET

Phase One:

Preliminary Engineering/Design/ And Professional Services	\$3,110,185
ROW	\$925,350
Phase One Sub Total	\$4,035,535

Phase Two:

Construction/Construction Engineering For Sections 7 and 9	\$1,812,000
Survey and Construction Staking	\$54,360
Materials	\$833,520
Labor	\$833,520
Amenities	\$90,600

Phase Three

Construction/Construction Engineering For remaining sections	\$12,902,465
Survey and Construction Staking	\$419,000
Materials	\$5,890,800
Labor	\$5,890,800
Amenities	\$701,865

Total	\$18,750,000
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(TIGER II funds are proposed for all above activities)

a. Total Project Amount and Other Funding Sources

TIGER II Grant	\$15,000,000
Walton Family Foundation	\$ 3,750,000
Total Project Cost	\$18,750,000

ATTACHMENT D

PERFORMANCE MEASUREMENT TABLE

Study Area: Razorback Greenway: Baseline daily bicycle and pedestrian counts will be taken at the already complete trail section 8 in Rogers and trail section 23 in north Fayetteville. After construction counts will be taken at trail section 7 in Rogers and trail section 21 in Springdale. Non-vehicle crash rates will be utilized as reported by the police departments of Rogers, Lowell, and Springdale.

Table 1: Performance Measurement Table

Measure	Description of Measure	Frequency	Measurement Period
Average Bike/Pedestrian Trips	Average daily bicycle and pedestrian counts using National Bicycle and 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 collected monthly to produce a quarterly average	Quarterly	<p>Pre-Project (baseline) Measurement:</p> <p>In 2013, counts will be taken at portions of the trail that are already completed</p> <p>Performance Measurement:</p> <p>Quarterly for a period of 2 years beginning 1 year after the project opens of operation under normal conditions</p>
Annual non-vehicle (bike or pedestrian) crash rates by type/severity	Annual non vehicle (bike or pedestrian) crash rates by type/severity as reported by local police departments. Type/severity will be: fatal, mild personal injury, and severe personal injury	Quarterly	<p>Pre-Project (baseline measurement):</p> <p>Annual rates for 3 years prior to the project</p> <p>Performance Measurement:</p> <p>Quarterly for 3 years after the project opens for operation under normal conditions</p>