

INTRODUCED: March 25, 2019

AN ORDINANCE No. 2019-094

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 traffic calming and pedestrian safety enhancements in area of Oak Grove Elementary School, including installation of a traffic circle, speed tables, wider sidewalks, and ramp and conversion of a two-way street to a one-way street.

\_\_\_\_\_  
Patron – Mayor Stoney

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

PUBLIC HEARING: APR 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 traffic calming and pedestrian safety enhancements in the area of Oak Grove Elementary School, including installation of a traffic circle, speed tables, wider sidewalks, and ramps and conversion

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

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

of a two-way street to a one-way street. The Standard Project Administration Agreement shall be approved as to form by the City Attorney and shall be substantially in the form of the document attached to this ordinance.

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



CITY OF RICHMOND
INTRACITY CORRESPONDENCE

O & R REQUEST
4-8536
JAN 30 2019

Office of the
Chief Administrative Officer

O&R REQUEST

DATE: January 22, 2019

EDITION: 1

TO: The Honorable Members of City Council

THROUGH: The Honorable Levar M. Stoney, Mayor [Signature]

THROUGH: Selena Cuffee-Glenn; Chief Administrative Officer [Signature]

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

THROUGH: Bobby Vincent, Jr., Director of Public Works [Signature]

THROUGH: M. S. Khara, P.E., City Engineer [Signature]

THROUGH: Michael B. Sawyer, P.E., City Transportation Engineer [Signature]

FROM: Enrique Burgos, P.E, Signal Systems Engineer

RE: TO AUTHORIZE THE CHIEF ADMINISTRATIVE OFFICER OR
DESIGNEE TO EXECUTE A STANDARD CITY/STATE PROJECT
ADMINISTRATION AGREEMENT FOR TEN (10) HIGHWAY SAFETY
IMPROVEMENT PROGRAM (HSIP) 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 ten
(10) Highway Safety Improvement Program (HSIP):

- 1. Systemic Pedestal to Mast Arm Signal Improvements (UPC 110841)
2. Pedestrian Safety Improvements at Mary Munford Elementary School (UPC 110843)
3. Pedestrian Safety Improvements Citywide - Phase 2 (UPC 110844)
4. Pedestrian Safety Improvements at Oak Grove Elementary School (UPC 110886)
5. Systemic Sight Distance Improvements at Traffic Signals (UPC 113811)
6. Traffic Control Signals (UPC 113812)
7. Bus Transfer Pedestrian Safety Improvements Int. US360 and SR161 (UPC 113813)
8. Roadway Conversions Citywide - Phase II (UPC 113814)
9. Pedestrian Safety Improvements with HAWKs and RRFBs (UPC 110880)
10. Systemic Pedestrian Safety in PSAP Zones - Phase III (UPC 114701)

REASON: The Virginia Department of Transportation (VDOT) requests that the City enter into an
agreement for the development and administration of these ten (10) Highway Safety Improvement
Projects (HSIP) 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 Highway Safety Improvement Projects (HSIP) using a benefit-cost analysis based on an expected reduction in crashes. VDOT selected these ten (10) projects based on a competitive statewide application process they are now VDOT's Six-Year Improvement Program.

These funds are 100% reimbursable and no City match is required.

**1. Systemic Pedestal to Mast Arm Signal Improvements (UPC 110841)**

This project provides for the modernization of pedestal pole mounted traffic signals to mast arm mounted indicators at Cary St and Jefferson St, Cary St and Adams St, Cary St and Foushee St, Grace St and Madison St, Grace St and Monroe St, and Monument Ave and Thompson St.

These corridors have a mix of mast arm over the lane designs and pedestal pole design. The strategy is to convert all to mast arm designs. By addressing and treating our traffic signal controlled intersection with systemic safety measures, all users will have the access, time and space at these important intersections to travel along these major urban arterials.

Through converting pedestal mounted signal indications to overhead mast arm signal indications, will increase and improve the signal indicator visibility reducing crashes and red light runner, particularly on higher volume streets. This provides a comprehensive systemic approach to all users' safety in our walkable, urban grid and our closed loop signal system.

The total project cost estimate is \$1,310,000 funded thru FY20 (\$235,000) and FY21 (\$1,075,000) federal funds.

**2. Pedestrian Safety Improvements at Mary Munford Elementary School (UPC 110843)**

Traffic volumes, speeds, and pedestrian exposure through wide crossing distances make Cary Street (SR 147) and Grove Avenue difficult to cross. The existing land use of park adjacent to an elementary school increases the number of vulnerable users. This project will install school flasher assemblies on both Cary St and on Grove Ave with one assembly in each direction of travel. The project will install an improved crosswalk on Grove Ave at Commonwealth Ave.

The total project cost estimate is \$175,000 thru FY20 federal funds.

### **3. Pedestrian Safety Improvements Citywide - Phase 2 (UPC 110844)**

The Pedestrian Safety Improvements Citywide Project is focused on improving pedestrian safety along the major Federal routes (US1, US60, US250, and US360) as well as the major State Routes (SR10, SR33, SR147, SR150, and SR161) using a FHWA-supported systemic safety approach. This project focuses on the signalized intersections and includes low cost safety improvements that can be widely deployed (e.g. calculating Pedestrian Level-of-Service [LOS], traffic signal retiming, enhanced crosswalks and markings, pedestrian countdown signals and push buttons, and accessible ramps). Phase 1 covered the retiming on the signalized intersections at major federal and state routes. Also, as part of the Phase 1, several intersections under these routes received the installation of high visibility crosswalk.

Pedestrian Safety Improvements Citywide - Phase 2 will concentrate the effort in building and restoring wheelchair ramps, installing accessible pedestrian push button and replacing or installing countdown indicators.

The average cost to deploy these countermeasures is approximately \$23,000 per intersection and would be deployed at 242 federal and state routes intersections which were traffic signal controlled.

The total project cost estimate is \$2,170,000 funded thru FY20 (\$325,000), FY21 (\$515,000), and FY22 (\$1,330,000) federal funds.

### **4. Pedestrian Safety Improvements at Oak Grove Elementary School (UPC 110886)**

This project provides for several pedestrian safety countermeasures on the street around Oak Grove Elementary School. The project considers the following measures:

- installation of a residential traffic circle at Royal Ave and Lynhaven Ave
- installation of a speed table on Royal Ave between Ridgemont Rd and Gunn St
- installation of a speed table on Royal Ave between Minefee St and Krouse St
- widens the sidewalk on Lynhaven Ave between Royal Ave and Webber Ave
- widens the sidewalk on Webber Ave between Lynhaven Ave and Columprovidesbia St
- constructs ADA ramps at the intersections of Royal Ave and Lynhaven Ave, Lynhaven Ave and Webber Ave, and at Webber Ave and Columbia St
- convert to One-way Lynhaven Ave between Royall Ave and Webber Ave, and for Webber Ave between Lynhaven Ave and Columbia St.

The total project cost estimate is \$284,000 thru FY20 federal funds.

### **5. Systemic Sight Distance Improvements at Traffic Signals (UPC 113811)**

This project reviews all 475 signalized intersections for minimum Manual on Uniform Traffic Control Devices (MUTCD) compliant sight distance of signal heads and to correct deficiencies such as remove obstructions from indicators (i.e. trim tree branches), relocate or adjust signal heads, add supplemental signal heads.

The total project cost estimate is \$1,419,000 funded thru FY20 (\$154,000), FY21 (\$421,000), and FY22 (\$844,000) federal funds.

#### **6. Traffic Control Signals – New (UPC 113812)**

To replace stop-controlled intersections with new traffic control signals at the following intersections:

- Cary St. and Libbie Ave.
- Cumberland St. and Laurel St.
- Grove Ave. and Maple Ave
- Warwick Rd. and Clarkson Rd.

These unsignalized intersections have met the MUTCD Traffic Signal Warrants. Design and construction will be prioritized based on the benefit-cost results submitted as part of the grant application.

The total project cost estimate is \$1,444,000 funded thru FY21 (\$155,000), FY22 (\$394,000), and FY23 (\$895,000) federal funds.

#### **7. Bus Transfer Pedestrian Safety Improvements Int. US360 and SR161 (UPC 113813)**

This project provides for the modernization of traffic signal located at the intersection of Hull Street (US360) and Belt Blvd (SR161) from span wire to mast arm mounting indicators. As part of the project, the signalized intersection will receive the installation of new mast arm poles, traffic signal cabinet and controller, pedestrians' indicators (countdown) and upgrade of the traffic signal communication devices. In addition, sidewalk connection within the intersection, pedestrians' high visibility crosswalks and wheelchair ramps will be installed as part of the project.

The total project cost estimate is \$560,000 funded thru FY21 (\$100,000) and FY22 (\$460,000) federal funds.

#### **8. Roadway Conversions Citywide - Phase II (UPC 113814)**

The City of Richmond is focused on improving bicycle safety and accommodations along many of its collectors and arterials, including several Federal and State Routes using an FHWA-supported systemic safety approach. This project focuses on roadway conversions from typical 4-lane undivided, and in several instances, median-divided roadways, to cross sections that incorporate bike lanes (separated shared use cycle tracks, buffered, or protected), utilizing low cost safety improvements that can be widely deployed. Utilizing "road diets" and "lane diets" to facilitate the addition of dedicated bike infrastructure can be accomplished primarily with pavement markings, delineators or physical separation, and accompanying signage.

Pedestrian safety improvements at intersections along these corridors are also anticipated since many of these proposed streets will see a reduction in the number of motor vehicle lanes, which reduces pedestrian exposure, especially with respect to multiple threat crashes (i.e. crossing multiple lanes of traffic that are not stop-controlled). Since this is a systemic approach, the goal is to apply these countermeasures in a manner that also helps further develop a connected network of improved bikeways across much of the City of Richmond, facilitating safe and comfortable bicycling as a viable transportation option.

Phase I of the Roadway Conversion Citywide Project included Brook Road, Malvern Avenue, and Patterson Avenue Separated Bike Lanes.

The total project estimate is \$1,500,000 funded thru FY22 (\$753,000) and FY23 (\$747,000) federal funds.

**9. Pedestrian Safety Improvements with HAWKs and RRFBs (UPC 110880)**

By addressing and treating active, unsignalized pedestrian crossings with systemic safety measures, pedestrians will have the access, time and space at these important intersections to walk across these major urban arterials. Through High-Intensity Activated crossWalK (HAWK), multi-lane threat issues will be addressed. Through Rectangular Rapid Flash Beacon (RRFB), two-lane arterials with few gaps to cross will be addressed in a cost effective manner. Through enhanced pedestrian crosswalks and markings, walking areas will be better defined for all users as it will be clearer to motorists that pedestrians have a dedicated space within the crosswalk.

Through accessible ramps, all pedestrians with mobility issues will be able to access the vast city network of sidewalks and transit stops. This provides a comprehensive systemic approach to pedestrian safety on our major federal and state urban arterials.

The total project estimate is \$756,000 funded thru FY20 (\$90,000) and FY21 (\$666,000) federal funds.

**10. Systemic Pedestrian Safety in PSAP Zones – Phase III (UPC 114701)**

To conduct low cost pedestrian safety improvements on stop controlled intersections. The project will focus on improving pedestrian safety within VDOT Pedestrian Safety Action Plan (PSAP) defined focus zones and corridors using a FHWA-supported systemic safety approach. Some of the low cost countermeasures will be to calculate Pedestrian Level-of-Service (LOS), prevailing speeds and gaps to cross, enhance crosswalks, markings, and signs, and install accessible ramps.

The total project estimate is \$1,540,000 funded thru FY20 (\$226,750) and FY21 (\$1,313,250) federal funds.

**FISCAL IMPACT/COST TO CITY:** None.

**FISCAL IMPLICATIONS:** Not accepting these funds will result in a loss of potential revenue.

**BUDGET AMENDMENT NECESSARY:** No. Capital Improvement Project (CIP) budget pages will be submitted for each project for the 2020-24 budget review process.

**REVENUE TO CITY:** \$11,158,000 federal reimbursable funds.

**DESIRED EFFECTIVE DATE:** Upon adoption.

**REQUESTED INTRODUCTION DATE:** February 25, 2019

**CITY COUNCIL PUBLIC HEARING DATE:** March 25, 2019

**REQUESTED AGENDA:** Consent Agenda

**RECOMMENDED COUNCIL COMMITTEE:** Land Use, Housing and Transportation Standing Committee (LUHT) March 19, 2019

**CONSIDERATION BY OTHER GOVERNMENTAL ENTITIES:** Greater Richmond Transit Company.

**AFFECTED AGENCIES:** Department of Public Works; Law Department; Planning and Development; Economic and Community Development; Department of Public Utilities; Finance Department; Budget and Strategic Planning; Copies also sent to: City Mayor (Levar M. Stoney); Chief Administrative Officer (Selena Cuffee-Glenn); Deputy Chief Administrative Officer of Operation (Robert C. Steidel); and City Attorney (2).

**RELATIONSHIP TO EXISTING ORD. OR RES.:** None.

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

**ATTACHMENTS:** VDOT Six-Year Improvement Program (except the Systemic Pedestrian Safety in PSAP Zones – Phase III [UPC 114701] Project which is being incorporated in VDOT Six Year Improvement Program.)

**STAFF:** Michael B. Sawyer, City Transportation Engineer, (646-3435)  
Enrique Burgos, Signal Systems Engineer, (646-6337)



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

Project Number	UPC	Local Government
U000-127-S12	110886	City of Richmond

THIS AGREEMENT, made and executed in triplicate this \_\_\_\_ day of \_\_\_\_\_, 2019, 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

Date

Commonwealth of Virginia

Department of Transportation

Signature of Witness

Date

**Attachments**

Appendix A (UPC 110886)

**Appendix A**

**Date:** 2/6/2019

**Project Number:** U000-127-S12      **UPC:** 110886      **CFDA #** 20.205      **Locality:** City of Richmond

<b>Project Location ZIP+4:</b> 23224-7709	<b>Locality DUNS#</b> 003133840	<b>Locality Address (incl ZIP+4):</b> 900 East Broad Street Richmond, VA 23219-1907
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**Project Narrative**

**Scope:** PEDESTRIAN IMPROVEMENTS AT OAK GROVE ELEMENTARY SCHOOL

**From:** VARIOUS

**To:** VARIOUS

**Locality Project Manager Contact info:** Todd Loney 804-646-0302      todd.loney@richmondgov.com

**Department Project Coordinator Contact Info:** Evan Austin (804) 524-6398      evan.austin@vdot.virginia.gov

**Project Estimates**

	Preliminary Engineering	Right of Way and Utilities	Construction	Total Estimated Cost
Estimated Locality Project Expenses	\$35,000	\$0	\$236,874	\$271,874
Estimated VDOT Project Expenses	\$5,000	\$0	\$7,326	\$12,326
Estimated Total Project Costs	\$40,000	\$0	\$244,200	\$284,200

**Project Cost and Reimbursement**

Phase	Estimated Project Costs	Funds type <i>(Choose from drop down box)</i>	Local % Participation for Funds Type	Local Share Amount	Maximum Reimbursement (Estimated Cost - Local Share)	Estimated Reimbursement to Locality (Max. Reimbursement - Est. VDOT Expenses)
Preliminary Engineering	\$40,000	HSIP	0%	\$0	\$40,000	
<b>Total PE</b>	\$40,000			\$0	\$40,000	\$35,000
Construction	\$244,200	HSIP	0%	\$0	\$244,200	
<b>Total CN</b>	\$244,200			\$0	\$244,200	\$236,874
<b>Total Estimated Cost</b>	\$284,200			\$0	\$284,200	\$271,874

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

\$284,200

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

\$271,874

**Project Financing**

HSIP	HSIP Match				Aggregate Allocations
\$255,780	\$28,420				\$284,200

**Program and Project Specific Funding Requirements**

- This project shall be administered in accordance with VDOT's Locally Administered Projects Manual
- In accordance with Chapter 12.1.3 (Scoping Process Requirements) of the LAP Manual, the locality shall complete project scoping on or before 4/09/2020.
- This is a limited funds project. The LOCALITY shall be responsible for any additional funding in excess of \$284,200.
- Reimbursement for eligible expenditures shall not exceed funds allocated each year by the Commonwealth Transportation Board in the Six Year Improvement Program.
- This project is funded with federal-aid Highway Safety Improvement Program (HSIP) funds. These funds must be obligated within 12 months of allocation and expended within 36 months of the obligation.
- The project will be constructed and maintained in accordance with VDOT's Urban Manual.

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

\_\_\_\_\_  
Typed or printed name of person signing