

INTRODUCED: November 10, 2025

AN ORDINANCE No. 2025-245

To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to accept funds in the total amount of \$728,695.00 from the Virginia Department of Transportation and to amend Ord. No. 2025-058, adopted May 12, 2025, which accepted a program of proposed Capital Improvement Projects for Fiscal Year 2025-2026 and the four fiscal years thereafter, adopted a Capital Budget for Fiscal Year 2025-2026, and determined a means of financing the same, to appropriate the increase to the Fiscal Year 2025-2026 Capital Budget by increasing estimated revenues and the amount appropriated to the Department of Public Works Bike Lanes/Boulevard (Street Conversions) project in the Transportation – Federal/State/Regional category by \$728,695.00 for the purpose of funding the Bike Lanes/Boulevard (Street Conversions) project.

Patron – Mayor Avula

Approved as to form and legality
by the City Attorney

PUBLIC HEARING: DEC 8 2025 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, is hereby authorized to accept funds in the total amount of \$728,695.00 from the Virginia Department of Transportation for the purpose of funding the Bike Lanes/Boulevard (Street Conversions) project.

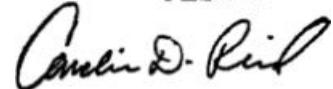
AYES: 8 NOES: 0 ABSTAIN: _____

ADOPTED: DEC 15 2025 REJECTED: _____ STRICKEN: _____

§ 2. That Ordinance No. 2025-058, adopted May 12, 2025, which accepted a program of proposed Capital Improvement Projects for Fiscal Year 2025-2026 and the four fiscal years thereafter; adopted a Capital Budget for Fiscal Year 2025-2026, and determined a means of financing the same, be and is hereby amended by increasing the estimated revenues and the amount appropriated for expenditures by \$728,695.00, and allotting to the Department of Public Works' Bike Lanes/Boulevard (Street Conversions) project in the Transportation – Federal/State/Regional category by \$728,695.00 for the purpose of funding the Bike Lanes/Boulevard (Street Conversions) project .

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

A TRUE COPY:
TESTE:



Carolin D. Reid
City Clerk

DATE: October 7, 2025

TO: The Honorable Members of City Council

THROUGH: The Honorable Dr. Danny Avula, Mayor

THROUGH: Odie Donald II, Chief Administrative Officer

THROUGH: Letitia Shelton, Director of Finance

THROUGH: Meghan K. Brown; Director of Budget & Strategic Planning

THROUGH: Bobby Vincent Jr.; Director of Public Works

FROM: M.S. Khara, P.E.; City Engineer

RE: TO AMEND THE FY 2026 ADOPTED CAPITAL IMPROVEMENT PROGRAM BUDGET AND TO AUTHORIZE THE CHIEF ADMINISTRATIVE OFFICER TO ACCEPT AND APPROPRIATE \$728,695.00 HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP) FUNDS FROM THE VIRGINIA DEPARTMENT OF TRANSPORTATION (VDOT) TO “BIKE LANES/BOULEVARD (STREET CONVERSATIONS)” PROJECT (AWARD NO. 501168; PROJECT NO. 108804).

ORD. OR RES. No.

PURPOSE: To amend Ord. No. 2025-058, adopted May 12, 2025, which adopted the FY26 Capital Improvement Plan, and to authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to accept Highway Safety Improvement Program (HSIP) funds from the Virginia Department of Transportation (VDOT) in the amount of \$728,695.00, and to appropriate such funds to the FY 2025–2026 Capital Budget in the Transportation—Federal/State/Regional category for the existing “Bike Lanes/Boulevard (Street Conversions)” project (Award No. 501168; Project No. 108804).

BACKGROUND: On December 4, 2015, President Obama signed into law the Fixing America’s Surface Transportation (FAST) Act (Pub. L. No. 114-94), the first federal legislation in over a decade to provide long-term funding certainty for surface transportation infrastructure planning and investment. The FAST Act authorized \$305 billion in funding for fiscal years 2016 through 2020, supporting a broad range of programs including highway and motor vehicle safety, public transportation, motor carrier safety, hazardous materials safety, rail, and transportation research and statistics. The FAST Act preserved the core structure of existing highway programs, maintained a strong emphasis on safety, continued efforts to streamline project delivery, and—significantly—introduced a dedicated federal funding source for freight-related projects.

In Virginia, VDOT evaluates Highway Safety Improvement Program (HSIP) applications annually through a benefit-cost analysis focused on anticipated crash reduction. Selected projects are chosen

through a competitive, statewide process and are incorporated into VDOT's Six-Year Improvement Program (SYIP).

This agreement follows Ordinance No. 2023-039, which authorized the Chief Administrative Officer to execute a Standard Project Administration Agreement between the City of Richmond and the Virginia Department of Transportation (VDOT) to accept funding through the Highway Safety Improvement Program (HSIP). The funding supports the implementation of dedicated bicycle infrastructure, including road diets, lane diets, and shared use paths with appropriate traffic control measures, in accordance with Richmond Connects and the Vision Zero Action Plan.

The adopted FY 2023 Capital Improvement Plan includes \$150,000 for this project, and the adopted FY 2025 Plan includes an additional \$1,350,000—totaling \$1,500,000 in prior appropriations.

During the development of the 100% Opinion of Probable Construction Cost, a funding gap was identified. To address this shortfall, the Virginia Department of Transportation (VDOT) allocated an additional \$807,895 in its FY 2025 Six-Year Improvement Program (SYIP), increasing the total project allocation to \$2,307,895.

These HSIP funds are 100% reimbursable and do not require a local match from the City. However, VDOT will retain \$79,200 for administrative costs, so the City is requesting a budget amendment to appropriate the remaining \$728,695.

The City of Richmond is focused on improving the safety for those who bicycle and walk, including by providing improved infrastructure along many of our 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 median-divided roadways to cross sections that incorporate bike lanes of all types (separated, buffered, "cycletracks"), 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 by reallocating roadway space primarily with pavement markings, delineators or physical separation and accompanying signage.

Pedestrian safety improvements at intersections along these corridors are also anticipated since these 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 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.

COMMUNITY ENGAGEMENT: Safe and Healthy Streets Commission. A formal public hearing of this paper will also be conducted through City Planning Commission. The Department of Public Works recommends approval.

STRATEGIC INITIATIVES AND OTHER GOVERNMENTAL: Richmond 300 Master Plan; Vision Zero Action Plan. The City Planning Commission (CPC) will review for approval this Ordinance request. No other governmental entity needs to review.

FISCAL IMPACT: Revenue of \$728,695. The FY 2026 City Budget to be amended to accept and appropriate \$728,695 from the Virginia Department of Transportation's Highway Safety Improvement Program (HSIP) and appropriate the revenue to the FY2026–FY2030 Capital Improvement Program (CIP) Budget in the Transportation category for the existing “Bike Lanes / Boulevard (Street Conversions)” project (Award No. 501168 and Project No. 108804).

DESIRED EFFECTIVE DATE: Upon Adoption.

REQUESTED INTRODUCTION DATE: November 10, 2025

CITY COUNCIL PUBLIC HEARING DATE: December 8, 2025

REQUESTED AGENDA: Consent Agenda.

RECOMMENDED COUNCIL COMMITTEE: City Planning Commission Meeting.

AFFECTED AGENCIES: Department of Public Works; City Attorney's Office; Planning and Development Review; Department of Public Utilities; Finance Department; Budget and Strategic Planning; Copies also sent to: City Mayor (Dr. Danny Avula); Chief Administrative Officer (Odie Donald II); and City Attorney (2).

RELATIONSHIP TO EXISTING ORD. OR RES.:

- Ordinance 2023-039: Authorizing the execution of a Standard Project Administration Agreement between the City of Richmond and VDOT for the implementation of bicycle infrastructure improvements in accordance with the Richmond Bike Master Plan
- Ordinance 2025-058: Adopted FY26 Capital Improvement Program budget for the fiscal year beginning Jul. 1, 2025, and for the four fiscal years thereafter.

ATTACHMENTS:

- Ordinance No. 2023-039 City/State Project Administration Agreement
- Revised VDOT Appendix A – City State Agreement: Updated scope, schedule, and funding details for the HSIP-funded project.

STAFF: Prepared for: Mr. Bobby Vincent, Jr., Director, DPW 646-6444

Prepared by: M. S. Khara, P.E., City Engineer, DPW 646-5413

Coordinated by: Andy Boenau, Transportation Engineer Program Manager, 646-5745

Appendix A - Locally Administered

Version: Revision 1

Prepared Date: 4/3/2024

Project Details

UPC: 113814	State Project #: U000-127-043	CFDA #: 20.205	Locality UEI #: EG4LF5GYLK81
Locality: City of Richmond	Address: 900 East Broad Street Richmond, VA 23219-1907		
Work Description: Roadway Conversions - Citywide Phase II - To implement road diets / lane diets / shared use paths with appropriate traffic control on city streets per the Richmond Bike Master Plan. (Phase II)			Project Location (Zip +4) 23219-1907

Project Points of Contact

Locality Project Manager
 Name: Afshin Famili
 Phone: 804-646-6334
 Email: Afshin.Famili@rva.gov

VDOT Project Coordinator
 Name: James Maiden
 Phone: (804) 381-1047
 Email: James.Maiden@vdot.virginia.gov

Project Estimates

	Preliminary Engineering	Right of Way and Utilities	Construction	Total
Estimated Locality Project Expenses	\$245,905	\$0	\$1,982,790	\$2,228,695
Estimated VDOT Project Oversight	\$46,400	\$0	\$32,800	\$79,200
Estimated VDOT Project Services (Appendix C)	\$0	\$0	\$0	\$0
Estimated Total Project Costs	\$292,305	\$0	\$2,015,590	\$2,307,895

Project Financing

Allocated Funds Type	Allocated Funds Amount	Local % Participation	Local Share Total	Max Reimbursement to Locality	Total Estimated Reimbursement to Locality
HSIP	\$2,307,895	0%	\$0	\$2,307,895	
Funding Totals	\$2,307,895		\$0	\$2,307,895	\$2,228,695

Note - The funds order is not indicative of the actual spend order of funds on the project.

This Appendix A supersedes all previous versions signed by VDOT and the LOCALITY for the Project.

Afshin Famili Digital signature by Afshin Famili
Date: 2024.04.03 16:47:06 -04'00'

Authorized Locality Official

Date

Maiden James M xfa22928 Digital signature by Maiden James M xfa22928
Date: 2024.04.04 08:34:31 -04'00'

Authorized VDOT Official

Date

Project Manager

Title of Locality Official

Project Coordinator

Title of VDOT Official

This attachment is certified and made an official attachment to this document by the Parties to this Agreement.

Line Item Details

Project Summary

UPC	113814
Project	ROADWAY CONVERSIONS - CITYWIDE PHASE II
Scope of Work	Safety
Description	FROM: Richmond Highway TO: Collier Hill Road
Report Note	
Fund Source	

Project Location

District	Richmond	Jurisdiction	Richmond
Road System	Miscellaneous	Length	—
Route		Street	Hopkins Road
MPO Area	Richmond		

Estimates & Schedule

	Estimated Cost (Thousands)	Schedule
Prelim. Eng. (PE)	\$292	Complete
Right of Way (RW)	\$0	N/A
Construction (CN)	\$2,016	Underway
Total Estimate	\$2,308	

Required Allocations

Fund Sources	Previous Allocations	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	Required After FY2031
	Values in Thousands of Dollars							
VA Safety Funds: Federal	\$958	\$0	\$0	\$0	\$0	\$0	\$0	\$0
VA Safety Funds: State	\$1,350	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Funding	\$2,308	\$0						

INTRODUCED: January 23, 2023

AN ORDINANCE No. 2023-039

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 dedicated bicycle infrastructure including road diets, lane diets, and shared use paths with appropriate traffic control on streets of the City in accordance with the “Richmond Bike Master Plan.”

Patrons – Mayor Stoney, Ms. Lambert, Ms. Jordan and Robertson

Approved as to form and legality
by the City Attorney

PUBLIC HEARING: FEB 13 2023 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 dedicated bicycle infrastructure including road diets, lane diets, and shared use paths with appropriate traffic control on streets of the City in accordance with the “Richmond Bike Master

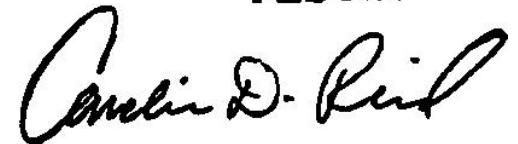
AYES: 9 NOES: 0 ABSTAIN: _____

ADOPTED: FEB 13 2023 REJECTED: _____ STRICKEN: _____

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

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

A TRUE COPY:
TESTE:



Carolin D. Reid
City Clerk



DEPARTMENT OF PUBLIC WORKS

RECEIVED
By City Attorney's Office at 3:39 pm, Jan 13, 2023

RECEIVED
By CAO Office at 3:03 pm, Jan 03, 2023

2023-027

O&R REQUEST

DATE: December 9, 2022

EDITION: 1

TO: The Honorable Members of City Council

THROUGH: The Honorable Levar M. Stoney, Mayor 

THROUGH: J.E Lincoln Saunders, Chief Administrator Officer 

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

Digitally signed by
Robert C Steidel
Date: 2022.12.09
17:25:21 -05'00'

THROUGH: Bobby Vincent, Director of Public Works 

Digitally signed by Bobby
Vincent
Date: 2022.12.09 15:46:56
-05'00'

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

Digitally signed by M. S. Khara, PE
Date: 2022.12.09 09:17:47 -05'00'

FROM: Michael B. Sawyer, P.E., City Transportation Engineer 

Digitally signed by Michael B.
Sawyer P.E.
Date: 2022.12.09 08:29:09 -05'00'

RE: **TO AUTHORIZE THE CHIEF ADMINISTRATIVE OFFICER OR HIS DESIGNEE TO EXECUTE A STANDARD CITY-STATE AGREEMENT FOR THE ROADWAY CONVERSION - CITYWIDE PHASE II PROJECT (UPC 113814) FUNDED THROUGH THE HIGHWAY SAFETY IMPROVEMENTS PROGRAM (HSIP)**

ORD. OR RES. No. _____

PURPOSE: To authorize the Chief Administrative Officer (CAO) or designee, for and on behalf of the City of Richmond, to execute a standard City-State agreement for the Roadway Conversion - Citywide Phase II Project (UPC 113814).

REASON: The Virginia Department of Transportation (VDOT) requests that the City enter into agreement for the development and administration of the approved HSIP funded project.

RECOMMENDATION: 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 authorized \$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.

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 selects projects based on a competitive statewide application process and incorporates them into VDOT's Six-Year Improvement Program.

The City of Richmond is focused on improving the safety for those who bicycle and walk, including by providing improved infrastructure along many of our 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 median-divided roadways, to cross sections that incorporate bike lanes of all types (separated, buffered, "cycletracks"), 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 by reallocating roadway space primarily with pavement markings, delineators or physical separation, and accompanying signage.

Pedestrian safety improvements at intersections along these corridors are also anticipated since these 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.

In 2019 VDOT awarded \$1,500,000 to the City for implementation of these roadway conversions, with allocations in future years. The total project estimate is \$1,500,000, funded through allocations in FY23 (\$150,000) and FY25 (\$1,350,000) in Federal funds. These HSIP funds are 100% reimbursable and no City match is required.

FISCAL IMPACT/COST: None. This HSIP project is 100% reimbursable and requires no cost participation by the City.

FISCAL IMPLICATIONS: Not accepting this project will result in a loss of potential revenue and, in foregoing or paying for safety improvements with city funds.

BUDGET AMENDMENT NECESSARY: No. The HSIP funds are reflected in the adopted CIP budget for FY23 to FY27.

REVENUE TO CITY FROM THOSE PROJECTS: \$1,500,000 in Federal HSIP funds

DESIRED EFFECTIVE DATE: Upon adoption.

REQUESTED INTRODUCTION DATE: January 9, 2023

CITY COUNCIL PUBLIC HEARING DATE: January 23, 2023

REQUESTED AGENDA: Consent Agenda

RECOMMENDED COUNCIL COMMITTEE: Land Use, Housing and Transportation (LUHT) on January 17, 2023

CONSIDERATION BY OTHER GOVERNMENTAL ENTITIES: None

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

RELATIONSHIP TO EXISTING ORD. OR RES.: None

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

ATTACHMENTS: (1) City State Agreement

STAFF: Michael B. Sawyer, P.E., City Transportation Engineer, DPW, 646-3435
Afshin Famili, Project Manager, DPW, 646-6334
Jakob Helmboldt, Pedestrian, Bicycle, & Trails Coordinator, DPW, 646-7141

STANDARD PROJECT ADMINISTRATION AGREEMENT
Federal-aid Projects

Project Number	UPC	Local Government
9999-127-043	113814	City of Richmond

THIS AGREEMENT, is hereby made and effective the date of the last (latest) signature set forth below, 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. The DEPARTMENT and the LOCALITY are collectively referred to as the "Parties."

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

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

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

WHEREAS, the LOCALITY is responsible for administering the Project in accordance with DEPARTMENT guidelines, including the most current *Locally Administered Projects Manual* ("LAP Manual"), and with the program specific requirements shown in Appendix B, based on the nature of the allocated funding for the Project as shown in the Appendix A; and

WHEREAS, the Parties have concurred in the LOCALITY's administration of all phases of work for the Project in accordance with applicable federal, state and local laws and regulations; and

WHEREAS, the LOCALITY's governing body has by resolution, demonstrated the LOCALITY'S commitment to provide local funding for the Project to the extent contemplated by this Agreement and further, by resolution or otherwise, authorized its designee to execute this Agreement, and said authorizations are attached hereto.

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

1. The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Section 1.
2. The LOCALITY shall:

- a. Be responsible for all activities necessary to complete the noted phase(s) of the Project as shown in Appendix A, except for activities, decisions, and approvals which are the responsibility of the DEPARTMENT, as expressly required by federal or state laws and regulations, or as otherwise agreed to, in writing, between the Parties. Every phase of the Project will be designed and constructed to meet or exceed current American Association of State Highway and Transportation Officials standards when the facilities are locally maintained and shall further comply with all supplementary standards established by the DEPARTMENT when the facilities are maintained by the DEPARTMENT.
- b. Meet all funding obligation and expenditure timeline requirements in accordance with all applicable federal and state laws and regulations, all applicable Commonwealth Transportation Board and DEPARTMENT policies, and those additional requirements as identified in Appendices A and B to this Agreement. Noncompliance with this requirement may result in deallocation of the funding from the Project, rescission of state funding match, termination of this Agreement, or the DEPARTMENT's denial of future requests to administer projects by the LOCALITY, all of which actions are at the discretion of the DEPARTMENT or as can be taken pursuant to applicable laws, regulations, or policies.
- c. Receive prior written authorization from the DEPARTMENT to proceed with preliminary engineering, right-of-way acquisition and utility relocation, advertisement and award for the Project, as required in the most current LAP Manual and other applicable DEPARTMENT guidelines.
- d. Administer the Project in accordance with the DEPARTMENT's most current LAP Manual and other guidelines applicable to Locally Administered Projects as published by the DEPARTMENT.
- e. Maintain accurate and complete records of the Project's development as required in the LAP Manual and any supplemental guidance and directives of the DEPARTMENT and retain documentation of all expenditures and make such information available for inspection or auditing by the DEPARTMENT upon request. Records and documentation for the Project shall be maintained for no less than three (3) years following the DEPARTMENT'S acceptance of the final voucher on the Project.
- f. At least quarterly, but 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 vendor and contractor invoices paid by the LOCALITY, an up-to-date Project summary and schedule, and a summary of all payment requests, payments and adjustments. A request for reimbursement shall be made within 90 days after any eligible Project expenses are incurred by the LOCALITY. Reimbursement for eligible expenditures shall not exceed funds allocated each year for the Project by the Commonwealth Transportation Board in the Six Year Improvement Program.

- g. Acknowledges that for federally-funded projects and pursuant to 2 CFR § 200.339, Remedies for Noncompliance, failure to comply with federal laws and regulations, or the terms and conditions of federal awards, 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.
- h. Reimburse the DEPARTMENT for all Project expenses incurred by the DEPARTMENT if, due to action or inaction of 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 is required by the provisions of § 33.2-214 or § 33.2-331 of the Code of Virginia (1950), as amended, or other applicable provisions of federal, state, or local law or regulations.
- i. 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.
- j. Administer the Project in accordance with all applicable federal, state, and local laws and regulations. Failure to fulfill legal obligations associated with the Project may result in forfeiture of federal or state-aid reimbursements.
- 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. Provide, or have others provide, maintenance of the Project upon completion, unless otherwise agreed to by the DEPARTMENT. Where the Project results in physical construction, the LOCALITY will continue to operate and maintain the Project in accordance with the final constructed design as approved by the DEPARTMENT. The LOCALITY agrees that any modification of the approved design features, without the approval of the DEPARTMENT, may, at the discretion of the DEPARTMENT, result in restitution either physically or monetarily as determined by the DEPARTMENT.

3. The DEPARTMENT shall:

- a. Perform any actions and provide any decisions and approvals, within a reasonable time, which are the responsibility of the DEPARTMENT, 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 2.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. Where applicable, 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 paragraphs 2. a. and 3.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. Upon LOCALITY'S request, make available to the LOCALITY guidelines to assist the Parties in carrying out responsibilities under 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 § 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. State and federal Project funding is limited to those identified in the Appendix A of this Agreement and is allocable only upon LOCALITY's compliance with all requirements of this Agreement. In the event the cost of all or part of the Project is anticipated to exceed the allocation shown on Appendix A, the Parties agree to cooperate in seeking additional funding for the Project or to terminate the Project before Project costs exceed the allocated amount. Any requested increase in federal or state funding is subject to DEPARTMENT policy and procedures applicable to the funding source and is not guaranteed.
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 capacity 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 to the other Party. Eligible Project expenses incurred through the date of termination shall be reimbursed in accordance with paragraphs 2.f, 2.h., and 3.b, subject to the limitations established in this Agreement and Appendix A. Upon termination and unless otherwise agreed to, 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.
10. Prior to any action pursuant to paragraphs 2.b, 2.g. or 2.h.of this Agreement, the DEPARTMENT shall provide notice to the LOCALITY with a specific description of the LOCALITY's breach of this Agreement. 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 or at law or in equity.
11. 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.
12. THIS AGREEMENT, when properly executed, shall be binding upon both Parties, their successors, and assigns.
13. THIS AGREEMENT may be modified only in writing by mutual agreement of the Parties.

IN WITNESS WHEREOF, each Party hereto has caused this Agreement to be executed by their duly authorized representatives, acknowledging and agreeing that any digital signature affixed hereto shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature.

CITY OF RICHMOND, VIRGINIA:

Approved as to form:

Andrew A. Gore
Andrew A. Gore
Assistant City Attorney

Signature _____ Date _____

Title

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:

Signature _____ Date _____

Chief of Policy, Commonwealth of Virginia, Department of Transportation

Attachments

Appendix A

Appendix B

Appendix A - Locally Administered

Version: Original

Prepared Date: 11/3/2022

Project Details

UPC: 113814

State Project #: 9999-127-043

CFDA #: 20.205

Locality UEI #: EG4LF5GYLK81

Locality: City of Richmond

Address: 900 East Broad Street Richmond, VA 23219-1907

Work Description:

F Roadway Conversions - Citywide Phase II - To implement road diets / lane diets / shared use paths with appropriate traffic control on city streets per the Richmond Bike Master Plan. (Phase II)

Project Location
(Zip +4)

23219-1907

Project Points of Contact

Locality Project Manager

Name: Afshin Famili
Phone: 804-646-6334
Email: Afshin.Famili@rva.gov

VDOT Project Coordinator

Name: Doug Orcutt
Phone: (804) 609-5428
Email: Doug.Orcutt@vdot.virginia.gov

Project Estimates

	Preliminary Engineering	Right of Way and Utilities	Construction	Total
Estimated Locality Project Expenses	\$103,600	\$0	\$1,317,200	\$1,420,800
Estimated VDOT Project Oversight	\$46,400	\$0	\$32,800	\$79,200
Estimated VDOT Project Services (Appendix C)	\$0	\$0	\$0	\$0
Estimated Total Project Costs	\$150,000	\$0	\$1,350,000	\$1,500,000

Project Financing

Allocated Funds Type	Allocated Funds Amount	Local % Participation	Local Share Total	Max Reimbursement to Locality	Total Estimated Reimbursement to Locality
HSIP	\$1,500,000	0%	\$0	\$1,500,000	
Funding Totals	\$1,500,000		\$0	\$1,500,000	\$1,420,800

Note - The funds order is not indicative of the actual spend order of funds on the project.

This Appendix A supersedes all previous versions signed by VDOT and the LOCALITY for the Project.

Authorized Locality Official

Date

Authorized VDOT Official

Date

Printed Name of Locality Official

Printed Name of VDOT Official

Title of Locality Official

Title of VDOT Official

This attachment is certified and made an official attachment to this document by the Parties to this Agreement.

Locally Administered Federal-Aid Agreement

Appendix B – Special Funding Program Conditions and Requirements

Project Number	UPC	Local Government
9999-127-043	113814	City of Richmond

SMART SCALE

Administration of this Project, including but not limited to the Project estimate, schedule and commitment to funding, is subject to the requirements established in the Commonwealth Transportation Board's (CTB's) most current *Policy for Implementation of the SMART SCALE Project Prioritization Process*, the applicable requirements of the Code of Virginia, and VDOT's applicable *Instructional and Informational Memoranda*.

Without limiting the foregoing, this Project has been selected through the Smart Scale (HB2) application and selection process and will remain in the Six-Year Improvement Plan (SYIP) as a funding priority unless certain conditions set forth in the CTB's most current *Policy for Implementation of a Project Prioritization Process* arise. Pursuant to the CTB's *Policy for Implementation of a Project Prioritization Process*, this Project will be re-scored and/or the funding decision re-evaluated if any of the following conditions apply: a change in the scope, an estimate increase, or a reduction in the locally/regionally leveraged funds. Applications may not be submitted in a subsequent SMART SCALE prioritization cycle to account for a cost increase on a previously selected Project.

This Project shall be initiated and at least a portion of the Project's programmed funds expended within one year of the budgeted year of allocation or funding may be subject to reprogramming to other projects selected through the prioritization process. In the event the Project is not advanced to the next phase of construction when requested by the CTB, the LOCALITY or the localities within the metropolitan planning organization may be required, pursuant to § 33.2-214 of the Code of Virginia, to reimburse the DEPARTMENT for all state and federal funds expended on the Project.

Transportation Alternatives Program

This Project shall be administered in accordance with VDOT's most current *Transportation Alternatives Program Guide*.

Without limiting the foregoing, CTB policy for allocations from the Transportation Alternatives Programs requires that the Project must be advertised or otherwise under construction within four years of the initial Project allocation or otherwise be subject to deallocation, unless prior Department approval has been provided.

The DEPARTMENT shall conduct all environmental studies necessary to complete an environmental document in compliance with the National Environmental Policy Act, unless otherwise agreed to in writing and attached to this Agreement. The LOCALITY is responsible

for implementing any environmental commitments resulting from the environmental studies. In addition, the LOCALITY is responsible for obtaining any water quality permits and conducting any required hazardous materials due diligence efforts. VDOT's estimated cost for the environmental studies and submissions will be provided to the LOCALITY and deducted from the Project funds.

Regional Surface Transportation Program (RSTP)

Allocated Regional Surface Transportation Program funds must be obligated within 12 months of allocation and expended within 36 months of the obligation.

Congestion Mitigation Air Quality (CMAQ)

Allocated Congestion Mitigation and Air Quality Program funds must be obligated within 12 months of allocation and expended within 36 months of the obligation.

Revenue Sharing

This Project shall be administered in accordance with VDOT's most current *Revenue Sharing Program Guidelines*.

Without limiting the foregoing, the Project shall be initiated such that at least a portion of the Revenue Sharing Funds are expended within one year of allocation. For any project that has not been initiated within one year, the CTB has the discretion to defer consideration of future allocations until the Project moves forward. Further, if the Project has not been initiated within two fiscal years subsequent to the allocation of Revenue Sharing Funds, the Revenue Sharing Funds for the Project may be subject to deallocation from the Project at the discretion of the CTB.

State of Good Repair (SGR) Bridge

Project estimate, schedule, and commitment to funding are subject to the requirements established in the CTB's *State of Good Repair Program Prioritization Process Methodology*, the Code of Virginia, and VDOT's *Instructional and Informational Memoranda*.

Projects receiving funding under this program must initiate the Preliminary Engineering or the Construction Phase within 24 months of award of funding or become subject to deallocation. In the event the Project is not advanced to the next phase of construction, the LOCALITY may be required, pursuant to § 33.2-214 of the Code of Virginia, to reimburse the Department for all state and federal funds expended on the Project.

This Project has been selected through the State of Good Repair application and selection process and will remain in the SYIP as a funding priority. Pursuant to the CTB's *State of Good Repair Program Prioritization Process Methodology*, this Project will be re-scored and/or the funding decision re-evaluated if any of the following conditions apply: a change in the scope, an estimate increase, or a reduction in the locally/regionally leveraged funds. Applications may not be submitted in a subsequent annual State of Good Repair prioritization cycle for the same bridge structure to account for a cost increase on a previously selected Project.

State of Good Repair (SGR) Paving

Project estimate, schedule, and commitment to funding are subject to the requirements established in the CTB's *State of Good Repair Program Prioritization Process Methodology*, the Code of Virginia, and VDOT's *Instructional and Informational Memoranda*.

Projects receiving funding under this program must be advertised within twelve months of award funding or be subject to deallocation. In the event the Project is not advanced to the next phase of construction, the LOCALITY may be required, pursuant to § 33.2-214 of the Code of Virginia, to reimburse the Department for all state and federal funds expended on the Project.

This Project has been selected through the State of Good Repair application and selection process and will remain in the SYIP as a funding priority. Pursuant to the CTB's State of Good Repair Program Prioritization Process Methodology, this Project will be re-scored and/or the funding decision re-evaluated if any of the following conditions apply: a change in the scope, an estimate increase, or a reduction in the locally/regionally leveraged funds. Applications may not be submitted in a subsequent annual State of Good Repair prioritization cycle for the same roadway segment to account for a cost increase on a previously selected Project.

Economic Access

This Project shall be administered in accordance with VDOT's most current *Economic Development Access Program Guide*.

Airport Access

This Project shall be administered in accordance with VDOT's most current *Airport Access Program Guide*.

Recreational Access

This Project shall be administered in accordance with VDOT's most current *Recreational Access Program Guide*.

Authorized Locality Official Signature and Date

Printed Name of Locality Official