

INTRODUCED: January 23, 2023

AN ORDINANCE No. 2023-044

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 multimodal safety, operational, and access improvements to the Shockoe Bottom Bus Rapid Transit Station, located at the intersection of East Main Street and South 24th Street, by constructing sidewalks, Americans with Disabilities Act accessible ramps, and pedestrian and streetscape amenities within the half mile walkshed of the Bus Rapid Transit station.

Patron – Mayor Stoney

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 multimodal safety, operational, and access improvements to the Shockoe Bottom Bus Rapid Transit Station, located at the intersection of East Main Street and South 24th Street, by

AYES: 9 NOES: 0 ABSTAIN: _____

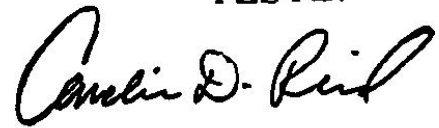
ADOPTED: FEB 13 2023 REJECTED: _____ STRICKEN: _____

constructing sidewalks, Americans with Disabilities Act accessible ramps, and pedestrian and streetscape amenities within the half mile walkshed of the Bus Rapid Transit station. 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:

A handwritten signature in black ink, appearing to read "Camille D. Reed". The signature is written in a cursive, flowing style.

City Clerk



DEPARTMENT OF PUBLIC WORKS

O&R REQUEST

DATE: December 8, 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

Robert C Steidel
Digitally signed by Robert C Steidel
Date: 2022.12.09 17:27:36 -05'00'

THROUGH: Bobby Vincent, Director of Public Works

Bobby Vincent
Digitally signed by Bobby Vincent
Date: 2022.12.09 15:42:32 -05'00'

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

M. S. Khara, PE
Digitally signed by M. S. Khara, PE
Date: 2022.12.09 09:24:35 -05'00'

FROM: Lamont L. Benjamin, P.E, Capital Projects Administrator

RE: **TO AUTHORIZE THE CHIEF ADMINISTRATIVE OFFICER OR DESIGNEE TO EXECUTE A STANDARD CITY/STATE AGREEMENT FOR EIGHT SMART SCALE FUNDING 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 agreement for the following (8) eight Smart Scale Funding Projects:

1. Commerce Road – Fall Line Trail Phase I (UPC 118946)
2. Fall Line Trail – Southern Section to Chesterfield County Connection (UPC 119598)
3. Maury Street Streetscape (UPC 115409)
4. Richmond Highway Phase II Improvements (UPC 118944)
5. Riverfront / Orleans BRT Streetscape Improvements (UPC 115410)
6. Science Museum BRT Shared Use Path (UPC 115408)
7. Scott's Addition BRT Streetscape Improvements (UPC 115555)
8. Shockoe Bottom BRT Streetscape Improvements (UPC 115416)

REASON: The Virginia Department of Transportation (VDOT) requests that the City enter into an agreement for the development and administration of the approved these (8) eight Smart Scale Program transportation projects. Funding for these projects were approved by VDOT under Smart Scale Round 2, 3, 4.



DEPARTMENT OF PUBLIC WORKS

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

BACKGROUND: On November 15, 2021, President Biden signed the [Infrastructure Investment and Jobs Act \(IIJA\) \(Public Law 117-58, also known as the “Bipartisan Infrastructure Law”\)](#) into law. The Bipartisan Infrastructure Law is the largest long-term investment in our infrastructure and economy in our Nation’s history. It provides \$550 billion over fiscal years 2022 through 2026 in new Federal investment in infrastructure, including in roads, bridges, and mass transit, water infrastructure, resilience, and broadband. The BIL maintains focus on safety, keeps intact the established structure of the various highway-related programs and continues efforts to streamline project delivery. With the enactment of the BIL, 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.

The Smart Scale funds come from two main programs — the construction District Grants Program (DGP) and the High-Priority Projects Program (HPPP) – both established in 2015 under the Code of Virginia §33.2-358. The DGP is open only to localities.

Based upon [Resolution 2018-R059](#), [Resolution 2020-R011](#), and [Resolution 2022-R060](#) expressing City Council’s support, the Department of Public Works secured funds from the Smart Scale Program rounds 2, 3, and 4 for the following transportation projects:

1. Commerce Road – Fall Line Trail Phase I (UPC 118946)

This project will provide multimodal safety and operational improvements to the 0.5 mile stretch of Commerce Road from the Manchester Bridge to Decatur Street through access management, turn lane improvements, bike lanes, sidewalks, shared-use paths, and other streetscape amenities. The project also provides for the Fall Line Trail.

The Department of Public Works secured \$ 9,441,000 from the Smart Scale Program in Round 4 which requires no local match, funded through FY23 (\$0), FY24 (\$2,970,000), FY25 (\$1,695,000), FY26 (\$4,776,000), FY27 (\$0) federal funds. Project has \$9,207,759 reimbursable funds, and \$233,700 VDOT non reimbursable administration cost. The Department also secured \$3M CVTA regional funds.

2. Fall Line Trail – Southern Section to Chesterfield County Connection (UPC 119598)

This project will make the necessary improvements to construct a 10 foot shared use path to connect Richmond Highway at Walmsley Boulevard to Bellemeade Road. The shared use path to be provided will offer a multimodal space with buffer zone featuring streetscape and landscaping (e.g., trees or a grass strip) and street furniture (e.g., benches and trash cans) as appropriate. The project will greatly improve the Americans with Disabilities Act (ADA) accessibility of the corridor by providing continuous shared use path and standard ADA features associated with crosswalks and bus stops. This will ensure that non-motorized users of all ages and abilities can use the facility and safely navigate major roadway crossings.



DEPARTMENT OF PUBLIC WORKS

The Richmond Regional Transportation Planning Organization secured \$16,171,000 from the Smart Scale Program in Round 4 which requires no match, funded through \$2,442,000 in previous allocations, FY23 (\$1,554,000), FY24 (\$3,313,000), FY25 (\$2,989,000), FY26 (\$5,263,000), FY27 (\$613) federal funds. Project has \$15,946,465 reimbursable funds, and \$224,800 VDOT non reimbursable administration cost.

3. Maury Street Streetscape (UPC 115409)

This 0.25 mile corridor will bring complete street and operational and safety improvements to Maury Street from the recently completed I-95 Roundabout Interchange Project gateway feature to Commerce Road, a major principal arterial, for better access to the Richmond Marine Terminal land uses.

Maury Street will be designed using the safe system approach in line with the Vision Zero Action Plan and the Complete Streets Policy. Multimodal space for walking and biking will be prioritized and balanced with freight movements to the Virginia Port Authority's Richmond Marine Terminal. Several traffic calming features will be deployed within the project to ensure adherence to the design and target speed of 25 mph. Maury Street at 6th St will be designed as a raised intersection with vertical deflection as a traffic calming measure, located approximately half way between the gateway roundabout interchange and Commerce Rd. The proposed complete street will accommodate all users with adequate space for multimodal travelers, street trees, and sidewalk by repurposing existing roadway widths and reconfiguring intersection geometries. As a result, the overall function of Maury Street will be improved and the character of the Manchester neighborhood will be enhanced. This project is in line with the Richmond Regional TPO Commerce Corridor Study to support Richmond Marine Terminal.

The Department of Public Works secured \$4,618,000 from the Smart Scale Program in Round 3, which requires no match, funded through FY23 (\$4,618,000), FY24 (\$0), FY25 (\$0), FY26 (\$0), FY27 (\$0) federal funds. Project has \$4,475,400 reimbursable funds, and \$142,600 VDOT non reimbursable administration cost.

4. Richmond Highway Phase II Improvements (UPC 118944)

This project provides for multimodal safety and operations improvements along the 0.4-mile stretch of Richmond Highway between Maury Street and Hull Street by providing dedicated left-turn lanes for adjoining streets in both directions its intersections with Decatur Street and Maury Street, adding pedestrian signal control accommodations and crossing improvements at Decatur, Stockton, and Maury, filling in missing sidewalk for ADA compliance, consolidating/eliminating unnecessary driveway entrances, and providing bike, pedestrian & transit access improvements along the corridor.

The Department of Public Works secured \$12,242,000 from the Smart Scale Program in Round 4, funded through FY23 (\$975,000), FY24 (\$2,842,000), FY25 (\$1,231,000), FY26 (\$5,834,000), FY27 (\$1,360,000) federal funds. Project has \$12,003,872 reimbursable funds, and \$234,400 VDOT non reimbursable administration cost. \$1,000,000 from local CVTA funding or GO Bond match is needed in future years.



5. Riverfront / Orleans BRT Streetscape Improvements (UPC 115410)

This project will provide streetscape improvements around the East Riverfront and Orleans BRT Stations, a project area bound by Virginia Capital Trail to the west, Carlisle Avenue to the east, Broad Street to the north, and Hatcher Street to the south. The Complete Streets Process will be used to add streetscape improvements including a combo of new sidewalks, sidewalk widening for a consistent sidewalk width, ADA-compliant curb ramps, crosswalks, and pedestrian scale lighting.

The Department of Public Works secured \$2,057,000 from the Smart Scale Program in Round 3, which requires no match, funded through FY23 (\$500,000), FY24 (\$300,000), FY25 (\$657,000), FY26 (\$600,000), FY27 (\$0) federal funds. Project has \$1,970,000 reimbursable funds, and \$87,000 VDOT non reimbursable administration cost.

6. Science Museum BRT Shared Use Path (UPC 115408)

This project constructs a shared-use path from Broad Street at Robinson Street, to Terminal Place, to Leigh Street, and to Altamont Avenue in Scott's Addition. The path width varies accordingly to site constraints, but will be a minimum of 8 feet with a desired width of 11 feet. The typical cross-section will be the path with a shoulder on each side, followed by a buffer of landscaping and plantings. Along Terminal Place where the path runs along two-way local traffic, the typical cross-section will be sidewalk on one side of the road and the shared-use path on the other side of the road. This project will add pedestrian crossing infrastructure at at-grade crossings including an RRFB at Leigh Street, and landscaping and green infrastructure along the path. This project would provide direct bicycle and pedestrian connections through a shared use path along old railroad right-of-way from Scott's Addition to the BRT Station and Commonwealth of Virginia properties. Additionally, the path will include a tie-in connection to a future bridge to connect to the Diamond District.

The Department of Public Works secured \$2,992,000 from the Smart Scale Program in Round 3, which requires no match, funded through FY23 (\$2,992,000) federal funds. Project has \$2,846,500 reimbursable funds, and \$145,500 VDOT non reimbursable administration cost.

7. Scott's Addition BRT Streetscape Improvements (UPC 115555)

This project will provide streetscape improvements to the half mile walkshed around the Scott's Addition BRT Stations, bound by Hamilton Street to the west, N. Arthur Ashe Boulevard to the east, Patton Avenue to the north, and Stuart Avenue to the south. The Complete Streets Process will be used to address traffic pattern concerns and add streetscape improvements including new sidewalks, crosswalks, push buttons, ramps, and pedestrian scale lighting.

The Department of Public Works secured \$1,612,000 from the Smart Scale Program in Round 3, which requires no match, funded through FY23 (\$300,000), FY24 (\$300,000), FY25 (\$1,012,000) federal funds. Project has \$1,548,000 reimbursable funds, and \$64,000 VDOT non reimbursable administration cost.



DEPARTMENT OF PUBLIC WORKS

8. Shockoe Bottom BRT Streetscape Improvements (UPC 115416)

This project will address pedestrian safety and accessibility to the Shockoe Bottom BRT stations, bound by 17th Street to the west, 30th Street to the east, M Street to the north, and the Virginia Capital Trail to the south. The streetscape improvements include: pedestrian scale lighting, sidewalk construction, curb ramps and crosswalks, installing an RRFB on Dock St at 25th St and Pear St, installing a PHB crossing west of Pear, new sidewalk, improved signing and striping at rail crossings along Dock and Pear, and clearing the 27th Street stairs at Main Street to provide access to Church Hill.

The Department of Public Works secured \$4,900,000 from the Smart Scale Program in Round 3, which requires no match, funded through FY23 (\$417,000), FY24 (\$861,000), FY25 (\$850,000), FY26 (\$2,772,000), FY27 (\$0) federal funds. Project has \$4,789,999 reimbursable funds, and \$101,000 VDOT non reimbursable administration cost.

FISCAL IMPACT/COST TO CITY: \$1,000,000 City match in GO Bonds or CVTA Local funds to be budgeted in future years.

FISCAL IMPLICATION: Not accepting these funds will result in a loss of important revenue to implement transportation projects listed in the adopted FY23-FY27 CIP Program.

BUDGET AMENDMENT NECESSARY: No. Capital Improvement Program (CIP) budget pages were approved in the adopted FY2023-27 CIP budget.

REVENUE TO CITY: \$57,033,000 over eight Smart Scale Program projects, which includes \$3,000,000 in CVTA Regional 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 Standing Committee (LUHT) January 17, 2023.

CONSIDERATION BY OTHER GOVERNMENTAL ENTITIES: None.



DEPARTMENT OF PUBLIC WORKS

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); Deputy Chief Administrative Officer of Operation (Robert Steidel); and City Attorney (2).

RELATIONSHIP TO EXISTING ORD. OR RES.: None.

REQUIRED CHANGES TO WORK PROGRAM(S): None.

ATTACHMENTS: (8) Standard Project Administration Agreements

STAFF: M. Khara, P.E., City Engineer (646-5413)
Lamont L. Benjamin, P.E., Capital Projects Administrator, (646-6339)
Michael B. Sawyer, P.E., City Transportation Engineer, (646-3435)

STANDARD PROJECT ADMINISTRATION AGREEMENT
Federal-aid Projects

| | | |
|----------------|--------|------------------|
| Project Number | UPC | Local Government |
| 9999-127-081 | 115416 | 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.

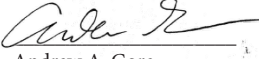
- b. Upon receipt of the LOCALITY's invoices pursuant to paragraph 2.f., reimburse the LOCALITY the cost of eligible Project expenses, as described in Appendix A. Such reimbursements shall be payable by the DEPARTMENT within 30 days of an acceptable submission by the LOCALITY.
 - c. Where applicable, 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
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

Locally Administered Federal-Aid Agreement

Appendix B – Special Funding Program Conditions and Requirements

| | | |
|----------------|--------|------------------|
| Project Number | UPC | Local Government |
| 9999-127-081 | 115416 | 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.