

INTRODUCED: May 22, 2023

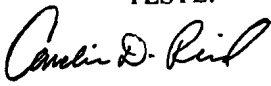
AN ORDINANCE No. 2023-169

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 Hey Road improvements, by widening the road and constructing sidewalks, curbs and gutters.

Patron – Mayor Stoney

Approved as to form and legality
by the City Attorney

PUBLIC HEARING: JUN 12 2023 AT 6 P.M.

A TRUE COPY:
TESTE:

City Clerk

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 Hey Road improvements, by widening the road and constructing sidewalks, curbs and gutters. 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.

AYES: 9 NOES: 0 ABSTAIN: _____

ADOPTED: JUN 12 2023 REJECTED: _____ STRICKEN: _____



DEPARTMENT OF PUBLIC WORKS

O&R REQUEST

DATE: April 20, 2023

EDITION: 1

TO: The Honorable Members of City Council

THROUGH: The Honorable Levar M. Stoney, Mayor

THROUGH: J.E. Lincoln Saunders, Chief Administrative Officer

on Behalf of Lincoln Saunders

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

Robert C
Steidel

Digitally signed by
Robert C Steidel
Date: 2023.04.24
12:39:09 -04'00'

THROUGH: Bobby Vincent, Director of Public Works

Bobby Vincent

Digitally signed by Bobby Vincent
Date: 2023.04.24 11:43:49 -04'00'

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

M. S. Khara, PE

Digitally signed by M. S. Khara,
PE
Date: 2023.04.21 15:25:36 -04'00'

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

**RE: TO AUTHORIZE THE CHIEF ADMINISTRATIVE OFFICER
OR DESIGNEE TO EXECUTE PROJECT ADMINISTRATION
AGREEMENTS BETWEEN THE CITY OF RICHMOND AND
THE VIRGINIA DEPARTMENT OF TRANSPORTATION FOR
THE PURPOSE OF DEVELOPMENT AND
ADMINISTRATION OF PREVIOUSLY AUTHORIZED
REVENUE SHARING (RS) PROGRAM PROJECTS**

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 Project Administration Agreements (PAA) between the city of Richmond and Virginia Department of Transportation (VDOT) for the purpose of development and administration of previously authorized Revenue Sharing (RS) Program projects.

The projects are:

1. UPC 107108 - RTE 33 – Martin Luther King Bridge – Bridge Rehabilitation
2. UPC 113073 – Columbia St. – Structure Replacement.
3. UPC 113296 - East Richmond Rd over Stony Run - Bridge Replacement.
4. UPC 113290 – RTE 360 (Hull St.)-Replace bridge over Manchester Canal.
5. UPC 113294 - East Richmond Rd over Gillies Creek – Bridge Replacement-
6. UPC 113295 - Hey Road Improvements

REASON: Due to recent changes in The Virginia Department of Transportation (VDOT) policy, VDOT will no longer allow Programmatic Project Administration Agreements (PPAA) for Revenue Sharing Projects. VDOT requires a new PAA for each individual project to be executed.

RECOMMENDATION: Department of Public Works recommends approval of this ordinance.

BACKGROUND: in FY2014 the Virginia Department of Transportation began using the state wide Programmatic Project Administration Agreement (PPAA) for Revenue Sharing projects that were funded solely with State Revenue Sharing funds. This agreement was valid for three fiscal years (FY2014, FY2015 and FY2016), with an option that extended this agreement for an additional three fiscal years (FY2017, FY2018, FY2019/20). The PPAA was approved until June 30, 2020.

With City's council approval, the PPAA was extended to June 30, 2023. As the PPAA is expiring on June 30, 2023, The Virginia Department of Transportation (VDOT) will no longer allow Programmatic Project Administration Agreements (PPAA) for Revenue Sharing Projects. Therefore on-going Revenue Sharing (RS) projects requires a stand-alone Project Administration Agreement (PAA).

Previously, City Council approved a resolution for the FY14-20 Revenue Sharing Program (RSP) committed City matching funds for the Six (6) projects under the program. VDOT requires that the City certify funding commitments for the remaining on-going projects from the FY14-20 RSP is available to complete the projects. The matching City funds for the remaining on-going projects are available in the City's Capital Improvements Budget.

On-going Six (6) projects are:

1. UPC 107108 - RTE 33 – Martin Luther King Bridge

This project will repair the Martin Luther King (Leigh Street Viaduct) Bridge.

The Department of Public Works secured \$5,700,000 from FY16 through FY24 Revenue Sharing Program, which requires \$2,850,000 (50%) local match. Project has \$2,710,000 reimbursable funds and \$140,000 non-reimbursable VDOT administration cost. Anticipated construction starts in spring 2024.

2. UPC 113073 – Columbia St. – Structure Replacement.

This project will replace structurally deficient culvert over Goodes Creek.

The Department of Public Works secured \$1,600,000 from FY20 Revenue Sharing Program, which requires \$800,000 (50%) local match. Project has \$668,808 reimbursable funds and \$131,192 non-reimbursable VDOT administration cost. Anticipated construction starts in Fall 2024.

3. UPC 113296 - East Richmond Rd over Stony Run - Bridge Replacement

The project will replace fractured critical bridge with load path redundant bridge on East Richmond Road over Stony Run.

The Department of Public Works secured \$2,200,000 from FY19 & FY21 Revenue Sharing Program, which requires \$1,100,000 (50%) local match. Project has \$978,707 reimbursable funds and \$121,293 non-reimbursable VDOT administration cost. Anticipated construction starts in Spring 2025.

4. UPC 113290 – RTE 360 (Hull St.)-Replace bridge over Manchester Canal

The project will replace structurally deficient bridge on Hull Street over Manchester Canal.

The Department of Public Works secured \$5,004,000 from FY19 & FY20 Revenue Sharing Program, which requires \$2,502,000 (50%) local match. Project has \$2,322,970 reimbursable funds and \$179,030 non-reimbursable VDOT administration cost. Anticipated construction starts in Spring 2025.

5. UPC 113294 - East Richmond Rd over Gillies Creek – Bridge Replacement

The project will replace fractured critical bridge with load path redundant bridge on East Richmond Road over Gillies Creek.

The Department of Public Works secured \$2,100,000 from FY19 & FY21 Revenue Sharing Program, which requires \$1,050,000 (50%) local match. Project has \$928,707 reimbursable funds and \$121,293 non-reimbursable VDOT administration cost. Anticipated construction starts in Spring 2025.

6. UPC 113295 - Hey Road Improvements

The project will widen Hey road, add sidewalk and curb & gutter from Walmsley to Hull St.

The Department of Public Works secured \$6,600,000 from FY19 & FY24 Revenue Sharing Program, which requires \$3,300,000 (50%) local match. Project has \$3,036,200 reimbursable funds and \$263,800 non-reimbursable VDOT administration cost. Anticipated construction starts in Spring 2027.

FISCAL IMPACT / COST: None (City matching funds (50%) approved by adopted Capital Improvements budget).

FISCAL IMPLICATIONS: By not adopting the ordinance, the City will eliminate the possibility of receiving State matching funds for the remaining on-going Capital Improvement Projects.

BUDGET AMENDMENT NECESSARY: None. City funding is included in the previous Capital Improvements Budgets.

REVENUE TO CITY: None (No additional new revenue to the City).

DESIRED EFFECTIVE DATE: Upon adoption.

REQUESTED INTRODUCTION DATE: May 22, 2023

CITY COUNCIL PUBLIC HEARING DATE: June 12, 2023

REQUESTED AGENDA: Consent

RECOMMENDED COUNCIL COMMITTEE: Land Use, Housing, and Transportation Standing Committee meeting (May 25, 2023).

CONSIDERATION BY OTHER GOVERNMENTAL ENTITIES: None

AFFECTED AGENCIES: Department of Public Works; Department of Public Utilities; Office of the City Attorney; 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's office.

RELATIONSHIP TO EXISTING ORD. OR RES.: No Application for Revenue Sharing Funds FY07-08 (2007-R99-103 adopted 6/25/07), City-State Administrative Agreement FY06-07(2007-225-228 adopted 10/8/2007); Application for Revenue Sharing Funds FY08-09 (2008-R38-64 adopted 3/24/08); Application for Revenue Sharing Funds FY09-10 (2009-R113-123 adopted 7/27/09); Authorize CAO to Execute City/State Agreements FY10 (2010-39, adopted 2/22/10); To Participate in FY11 Program (2010-87 adopted 6/14/10); Authorize CAO to Execute City/State Agreements (2011-16 adopted 2/28/11), To Participate in FY12 Program (2011-R35-42 adopted 4/11/11); Budget Amendment to appropriate FY12 funds (2011-56-34), To Participate in FY13 Program (2011-R138), Application allocation of Revenue Sharing Funds FY14 Program ([2013-R206-197](#)), adopted 10/28/2013; Authorize CAO to accept monies and to appropriate matching funds for said monies thru an increase in the Fiscal Year 2014-2015 Capital Budget for the Virginia Department of Transportation Fiscal Year 2015 Revenue Sharing Program for various projects (2014-138-133), adopted 7/14/2014; FY17 to Participate City Council Resolution 2015-R54-58 adopted 9/28/15; FY18 to Participate City Council Resolution 2016-R074 adopted 9/26/16; Programmatic Project Administration Agreement Extension 2016-253 adopted 10/10/16. Programmatic Project Administration Agreement Extension 2020-137 adopted 06/22/2020.

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

ATTACHMENTS: City State Project Administration Agreements (PAA) for six (6) Revenue Sharing Projects

STAFF: M. S. Khara, P.E., City Engineer, 646-5413
Lamont L. Benjamin, P.E., Capital Project Administrator, 646-6339
Yongping Wang, P.E., Program Manager, 646-2467

STANDARD PROJECT ADMINISTRATION AGREEMENT
Federal-aid Projects

Project Number	UPC	Local Government
U000-127-R31	113295	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
Senior Assistant 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: 4/19/2023

Project Details

UPC:	113295	State Project #:	U000-127-R31	CFDA #:	N/A	Locality UEI #:	EG4LF5GYLK81
Locality:	City of Richmond	Address:	900 East Broad St., Richmond, VA 23219-1907				
Work Description:	Hey Road Improvements. Rev Sharing - FY19 Project will widen road, add sidewalk and C&G.					Project Location (Zip +4)	23224-2624

Project Points of Contact

Locality Project Manager

Name: Winston Phillips
Phone: 804-646-5994
Email: Winston.Phillips@rva.gov

VDOT Project Coordinator

Name: Olena Fecek
Phone: 804-524-6368
Email: Olena.Fecek@vdot.virginia.gov

Project Estimates

	Preliminary Engineering	Right of Way and Utilities	Construction	Total
Estimated Locality Project Expenses	\$812,200	\$1,504,900	\$10,509,100	\$12,826,200
Estimated VDOT Project Oversight	\$134,800	\$10,100	\$118,900	\$263,800
Estimated VDOT Project Services (Appendix C)	\$0	\$0	\$0	\$0
Estimated Total Project Costs	\$947,000	\$1,515,000	\$10,628,000	\$13,090,000

Project Financing

Allocated Funds Type	Allocated Funds Amount	Local % Participation	Local Share Total	Max Reimbursement to Locality	Total Estimated Reimbursement to Locality
Revenue Sharing	\$6,600,000	50%	\$3,300,000	\$3,300,000	
Local Funds	\$6,490,000	100%	\$6,490,000	\$0	
Funding Totals	\$13,090,000		\$9,790,000	\$3,300,000	\$3,036,200

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

Program and Project Specific Funding Requirements

- This Standard Agreement replaces the Programmatic Project Administration Agreement that this Project was previously under and supersedes all previous versions signed by the LOCALITY and VDOT.

Yongping Wang Digitally signed by Yongping Wang
Date: 2023.04.20 15:06:06 -04'00'

Authorized Locality Official

Date

Authorized VDOT Official

Date

Project Manager

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
U000-127-R31	113295	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*.

Yongping Wang

Digitally signed by Yongping
Wang
Date: 2023.04.20 15:06:40 -04'00'

Authorized Locality Official Signature and Date