

INTRODUCED: February 12, 2024

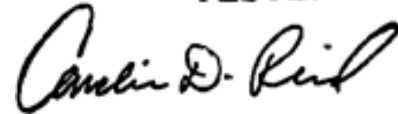
AN ORDINANCE No. 2024-042

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 Central Virginia Transportation Authority for the purpose of providing funding for the Fall Line Trail – Bryan Park Segment project.

Patrons – Mayor Stoney, Vice President Lambert, Mr. Addison, Ms. Robertson and Ms. Jordan

Approved as to form and legality  
by the City Attorney

**A TRUE COPY:  
TESTE:**



**City Clerk**

PUBLIC HEARING: FEB 26 2024 AT 6 P.M.

THE CITY OF RICHMOND HEREBY ORDAINS:

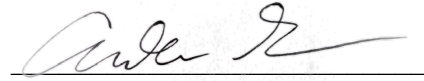
§ 1. That the Chief Administrative Officer, for and on behalf of the City of Richmond, be and is hereby authorized to execute a Standard Project Administration Agreement between the City of Richmond and the Central Virginia Transportation Authority for the purpose of providing funding for the for the Fall Line Trail – Bryan Park Segment project. 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: 8 NOES: 0 ABSTAIN:

ADOPTED: FEB 26 2024 REJECTED:  STRICKEN:

APPROVED AS TO FORM:

A handwritten signature in black ink, appearing to read "C. J. [unclear]", is written over a horizontal line.

City Attorney's Office



# City of Richmond

900 East Broad Street  
2nd Floor of City Hall  
Richmond, VA 23219  
www.rva.gov

## Master

File Number: Admin-2024-0055

File ID: Admin-2024-0055      Type: Request for Ordinance or Resolution      Status: Regular Agenda

Version: 1      Reference:      In Control: City Clerk Waiting Room

Department:      Cost:      File Created: 01/17/2024

Subject:      Final Action:

Title:

Internal Notes:

Code Sections:      Agenda Date: 02/12/2024

Indexes:      Agenda Number:

Patron(s):      Enactment Date:

Attachments: Agmt FLT CVTA AATF, CVTA SPA Fall Line  
Trail\_chair signed, CVTA Allocation Funding Page  
Dec 8 2022      Enactment Number:

Contact:      Introduction Date:

Drafter: Dironna.Clarke@rva.gov      Effective Date:

Related Files:

Approval History

| Version                                                                                                         | Seq # | Action Date | Approver             | Action         | Due Date  |
|-----------------------------------------------------------------------------------------------------------------|-------|-------------|----------------------|----------------|-----------|
| 1                                                                                                               | 1     | 1/18/2024   | Bobby Vincent        | Approve        | 1/19/2024 |
| 1                                                                                                               | 2     | 1/19/2024   | Robert Steidel       | Approve        | 1/22/2024 |
| 1                                                                                                               | 3     | 1/26/2024   | Jeff Gray            | Approve        | 1/23/2024 |
| Notes: Files currently with Jeff Gray that need to be moved to Lincoln for approval: IR11152924 done by hagensj |       |             |                      |                |           |
| 1                                                                                                               | 4     | 1/26/2024   | Caitlin Sedano - FYI | Notified - FYI |           |
| 1                                                                                                               | 5     | 1/26/2024   | Cordell Hayes - FYI  | Notified - FYI |           |
| 1                                                                                                               | 6     | 1/26/2024   | Lincoln Saunders     | Approve        | 2/2/2024  |
| 1                                                                                                               | 7     | 2/6/2024    | Mayor Stoney         | Approve        | 2/9/2024  |

History of Legislative File

| Ver-<br>sion: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return<br>Date: | Result: |
|---------------|--------------|-------|---------|----------|-----------|-----------------|---------|
|---------------|--------------|-------|---------|----------|-----------|-----------------|---------|

**Text of Legislative File Admin-2024-0055**

# City of Richmond

## Intracity Correspondence

**O&R Transmittal**

**DATE:** December 21, 2023

**TO:** The Honorable Members of City Council

**THROUGH:** The Honorable Levar M. Stoney, Mayor

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

**THROUGH:** Robert Steidel, Deputy Chief Administrative Officer, Operations

**THROUGH:** Bobby Vincent Jr.; Director of Public Works

**FROM:** Dironna Moore Clarke, Deputy Director, Office of Equitable Transit and Mobility

**RE:** TO AUTHORIZE THE CHIEF ADMINISTRATIVE OFFICER OR DESIGNEE TO EXECUTE A STANDARD CENTRAL VIRGINIA TRANSPORTATION AUTHORITY (CVTA) AGREEMENT FOR THE “FALL LINE TRAIL-BRYAN PARK SEGMENT” PROJECT.

**ORD. OR RES. No.**

**PURPOSE:** To authorize the Chief Administrative Officer or Designee to execute a standard Central Virginia Transportation Authority (CVTA) agreement for the ‘Fall Line Trail-Bryan Park Segment’ project.

**BACKGROUND:** On May 1, 2020, the Virginia General Assembly adopted House Bill 1541, which created the Central Virginia Transportation Authority (CVTA), comprising the counties and cities located in Planning District 15 to provide new funding opportunities for priority transportation investments across the region. The Central Virginia Transportation Authority is a body politic and as a political subdivision of the Commonwealth. The Authority embraces each county, city, and the nine localities are Richmond City, Hanover County, Goochland County, Powhatan County, Chesterfield County, Charles City County, New Kent County, Henrico County and Town of Ashland. The Authority administers transportation funding generated through Regional 0.7 percent sales and use tax; Wholesale tax of 7.6 cents per gallon of gasoline and 7.7 cents per gallon of diesel fuel. Localities receive 50% of the funds collected in their jurisdiction; Central Virginia Transportation Authority (CVTA) receives 35% of the funding to disburse on regional priority projects; and GRTC receives

15%.

The Fall Line Trail-Bryan Park Segment project is a Central Virginia Transportation Authority (CVTA) Regional funded project. The project plans to accomplish the following:

- Regional project that will provide a minimum of 10' wide asphalt multi-use path navigating primarily within the boundaries of Bryan Park, city owned land.

The city will administer the project, handle the procurement, and administer the construction phase of the project through completion. This project covers sections 6b of the Fall Line Trail impacting the City of Richmond. Construction will begin upon execution of the CVTA Standard Project Agreement (SPA).

The Central Virginia Transportation Authority (CVTA) funded the project for a total of \$3,000,000.00 from FY2021 through FY2027. The FY2021 and FY2027 Central Virginia Transportation Authority (CVTA) regional funding allocations are being budgeted through the normal CIP budget process.

**COMMUNITY ENGAGEMENT:** This project has been discussed as a part of VDOT's Ashland and Petersburg Study conducted since 2019. A public meeting was held on September 19th, 2022, 6:30-8:00pm at Linwood Holton Elementary School. The Office of Equitable Transit and Mobility also published this project in Richmond's Fall Line Trail Public Engagement as a level one project that required public outreach with key stakeholders. Staff held meetings on July 12, 2022, October 31, 2022, and November 9, 2022 with Friends of Bryan Park and Parks and Recreation; and the group voted in favor of the alignment and overall project design. Additional public engagement will be through the City Council Land Use Committee meeting on this Ordinance.

**STRATEGIC INITIATIVES AND OTHER GOVERNMENTAL:** This project conforms to Goal 8-Equitable Transportation in the Richmond 300 master plan by expanding and improving walking and biking infrastructure. No other governmental agency approval is required for the Ordinance approving the Standard Project Agreement.

**FISCAL IMPACT:** None. The City will receive Central Virginia Transportation Authority (CVTA) Regional funds totaling \$ 3,000,000.00 for the project. The CVTA Regional funds are 100% reimbursable. City matching funds are not required.

**DESIRED EFFECTIVE DATE:** Upon Adoption.

**REQUESTED INTRODUCTION DATE:** January 22, 2024.

**CITY COUNCIL PUBLIC HEARING DATE:** February 26, 2024.

**REQUESTED AGENDA:** Consent Agenda.

**RECOMMENDED COUNCIL COMMITTEE:** Land Use, Housing and Transportation Standing Committee.

**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.

**ATTACHMENTS:** Standard Central Virginia Transportation Authority (CVTA) Project Administration Agreement ID#0007.

**STAFF:** Dironna Moore Clarke, Deputy Director, Office of Equitable Transit & Mobility x3074  
Lamont L. Benjamin, P.E.; Capital Projects Administrator 804-646-6339.  
Adel W. Edwards, Engineer; Project Manager 804-646-3421.  
Ryan Rinn, Parks and Recreations Capital Projects Administrator

## PROJECTS

| Title                                                                       | UPC              | SS App ID | FY21          | FY22          | FY23         | FY24         | FY25         | FY26         | FY27          | FY28          | Total CVTA    | Balance to Complete | Notes                                                                                                                  |
|-----------------------------------------------------------------------------|------------------|-----------|---------------|---------------|--------------|--------------|--------------|--------------|---------------|---------------|---------------|---------------------|------------------------------------------------------------------------------------------------------------------------|
| #FLT - DB 2 - Chesterfield, Petersburg, Colonial Heights (Segments 1A - 2B) | 121511           |           |               |               |              |              |              |              |               |               | \$ -          | \$ 9,985,050        | Estimate taken from the latest FLWG sheet; VDOT shows CVTA funds not needed but still showing a deficit for Segment 2B |
| #FLT - DB 1 - Ashland, Hanover, Henrico (Segments 7.C2 - 7.C4)              | 121374<br>119159 |           |               |               | \$ 2,459,287 | \$ 4,741,320 | \$ 1,180,504 |              |               |               | \$ 8,381,111  | \$ -                | Estimate taken from latest FLWG sheet; years based on SPA                                                              |
| #FLT - Commerce Road - Phase II                                             |                  | 9010      |               |               |              | \$ 5,392,981 | \$ 8,467,706 |              | \$ 13,139,313 |               | \$ 27,000,000 | \$ 42,063,422       | \$8M awarded in Round 2; additional \$19M recommended by FLWG; <b>funding shifted based on TAC review</b>              |
| #FLT - C Commerce Road - Phase I                                            | 118946           |           |               |               |              | \$ 1,391,127 |              | \$ 984,860   | \$ 624,013    |               | \$ 3,000,000  | \$ (3,000,000)      | Replacing local leverage funding on Smart Scale app (other in SYIP)                                                    |
| #FLT - DB37 - Chesterfield (Segments 2C - 3A)                               |                  |           |               | \$ 25,194,503 |              |              |              |              |               |               | \$ 25,194,503 | \$ (25,194,503)     | FLWG recommendation (11/2/22); estimate and schedule update needed                                                     |
| #FLT - Manchester Bridge (Segment 4E-R)                                     |                  |           | \$ 1,500,000  |               |              |              |              |              |               |               | \$ 1,500,000  | \$ (1,500,000)      | FLWG recommendation (11/2/22); estimate and schedule update needed                                                     |
| #FLT - Bryan Park (Segment 6B)                                              |                  |           | \$ 3,000,000  |               |              |              |              |              |               |               | \$ 3,000,000  | \$ (3,000,000)      | FLWG recommendation (11/2/22);                                                                                         |
| #FLT - Park St (Segment 6C)                                                 | 117047           |           | \$ 713,000    |               |              |              |              |              |               |               | \$ 713,000    | \$ (5,000)          | FLWG recommendation (11/2/22)                                                                                          |
| #FLT - Lakeside Community Trail Ph 1 (Segment 6D.1)                         | 118065           |           | \$ 396,504    |               |              |              |              |              |               |               | \$ 396,504    | \$ 54,977           | FLWG recommendation (11/2/22)                                                                                          |
| #FLT - Lakeside Community Trail Ph 2 (Segment 6D.2)                         | 118091           |           | \$ 803,000    |               |              |              |              |              |               |               | \$ 803,000    | \$ 32,783           | FLWG recommendation (11/2/22)                                                                                          |
| #FLT - Lakeside Community Trail Ph 3 (Segment 6D.3)                         |                  |           | \$ 3,073,000  |               |              |              |              |              |               |               | \$ 3,073,000  | \$ 1,126,000        | FLWG recommendation (11/2/22)                                                                                          |
| #FLT - Brook/Hilliard Road Diet (Segment 6E)                                | 118153           |           | \$ 1,037,401  |               |              |              |              |              |               |               | \$ 1,037,401  | \$ 78,599           | FLWG recommendation (11/2/22)                                                                                          |
| #FLT - Villa Park Phase (Segment 6G)                                        |                  |           | \$ 3,706,000  |               |              |              |              |              |               |               | \$ 3,706,000  | \$ -                | FLWG recommendation (11/2/22)                                                                                          |
| #FLT - Longdale Trail (Segments 7A - 7C.1)                                  |                  |           | \$ 18,791,656 | \$ 7,299,344  |              |              |              |              |               |               | \$ 26,091,000 | \$ -                | FLWG recommendation (11/2/22)                                                                                          |
| Capital Trail Crossings                                                     |                  |           | \$ 234,000    |               |              |              |              |              |               |               | \$ 234,000    | \$ -                |                                                                                                                        |
| I-64 at Ashland Rd (Rte 623) Interchange - DDI                              |                  | 9135      |               |               |              | \$ 5,314,767 |              |              | \$ 1,895,820  | \$ 26,489,242 | \$ 33,699,829 | \$ 34,567,873       |                                                                                                                        |
| I-64 at Oilville Rd (Rte 617) Interchange                                   |                  | 9411      |               |               |              |              |              |              |               | \$ 606,000    | \$ 606,000    | \$ 520,806          | SYIP funds are Congressionally Designated; funds provided for CN                                                       |
| Bottoms Bridge Park and Ride                                                | 120444           |           |               |               |              |              | \$ 200,000   |              |               |               | \$ 200,000    | \$ 3                |                                                                                                                        |
| Stavemill Rd Turn Lane                                                      |                  |           | \$ 1,800,000  |               |              |              |              |              |               |               | \$ 1,800,000  | \$ -                |                                                                                                                        |
| Rte 289 NB Hard Shoulder Running                                            | 122147           | 9325      |               |               |              |              |              |              |               | \$ 8,000,000  | \$ 8,000,000  | \$ 7,411,254        |                                                                                                                        |
| GreenCity Connector Trail and Bridge                                        |                  |           |               | \$ 1,655,000  | \$ 1,960,000 |              | \$ 3,181,500 | \$ 3,181,500 |               |               | \$ 9,978,000  | \$ -                |                                                                                                                        |
| F Manchester Connection to James River                                      |                  |           |               |               | \$ 564,900   | \$ 1,034,997 |              | \$ 2,372,467 | \$ 2,372,467  |               | \$ 6,344,831  | \$ -                |                                                                                                                        |
| Mayo Bridge Replacement                                                     | 104888           |           |               |               |              |              |              |              | \$ 5,000,000  |               | \$ 5,000,000  | \$ (5,000,000)      | Appears to be overfunded from SYIP figures (note re: CVTA funds in SYIP online, so may be included in total?)          |
| POV Richmond Marine Terminal Access Improvements at I-95/Bells Road         |                  |           | \$ 2,000,000  |               |              |              |              |              |               |               | \$ 2,000,000  | \$ -                |                                                                                                                        |
| RT 288 NB Flyover to Bailey Bridge Connector - PE ONLY                      |                  |           | \$ 3,696,750  |               |              |              |              |              |               |               | \$ 3,696,750  | \$ -                |                                                                                                                        |
| N. Gayton Road Interchange at I-64                                          |                  |           | \$ 4,985,000  |               |              |              |              |              |               |               | \$ 4,985,000  | \$ -                |                                                                                                                        |
| Chippenham Parkway/RT 60 Interchange Improvements                           |                  |           | \$ 2,000,000  |               |              |              |              |              |               |               | \$ 2,000,000  | \$ -                |                                                                                                                        |
| Rt. 301 3rd Southbound Lane                                                 |                  |           |               |               | \$ 52,403    | \$ 777,455   |              |              |               |               | \$ 829,858    | \$ -                |                                                                                                                        |
| W Broad Street Intersection Improvements at Parham Road                     |                  | 9240      |               |               |              | \$ 2,108,624 |              |              | \$ 502,376    |               | \$ 2,611,000  | \$ 23,333,691       |                                                                                                                        |
| Rt. 1/Rt. 30 Green-T                                                        |                  |           |               |               |              | \$ 1,514,091 |              | \$ 3,440,028 |               |               | \$ 4,954,119  | \$ -                |                                                                                                                        |
| A Hull Street Phase II (US360)                                              | 121391           | 8929      |               |               |              | \$ 779,570   |              | \$ 1,199,332 |               | \$ 4,312,949  | \$ 6,291,851  | \$ 7,928,537        |                                                                                                                        |
| Rt. 301/Rt. 54 Roundabout                                                   |                  |           |               |               | \$ 700,000   | \$ 905,000   |              | \$ 2,919,642 |               |               | \$ 4,524,642  | \$ -                |                                                                                                                        |
| W Broad Street Improvements - Short Pump                                    |                  | 9043      |               |               | \$ 3,038,850 |              |              |              | \$ 191,150    |               | \$ 3,230,000  | \$ 24,669,865       |                                                                                                                        |
| I-95/Route 10 Interchange Improvement, Phase II                             |                  | 9270      |               |               | \$ 4,182,067 |              |              | \$ 512,327   | \$ 12,391,888 |               | \$ 17,086,282 | \$ 25,187,765       |                                                                                                                        |
| Magellan Parkway Bridge and Approach Section                                |                  |           |               | \$ 2,010,000  |              | \$ 6,086,400 | \$ 6,086,400 | \$ 3,043,200 |               |               | \$ 18,572,000 | \$ -                |                                                                                                                        |
| Q Broad Street Streetscape (US250) with Pulse Expansion Phase III           |                  | 9009      |               |               | \$ 2,380,938 |              |              | \$ 2,547,668 | \$ 3,871,394  |               | \$ 8,800,000  | \$ 13,808,713       |                                                                                                                        |
| Brook Road Improvements - Villa Park Dr to Hilliard Rd                      |                  |           |               |               | \$ 1,305,000 | \$ 1,799,000 | \$ 2,508,672 | \$ 2,924,800 | \$ 1,878,528  |               | \$ 10,416,000 | \$ -                |                                                                                                                        |

**STANDARD PROJECT ADMINISTRATION AGREEMENT**  
**CVTA Regionally Funded Projects**

| CVTA Project ID | Project Name                              | UPC | Local Government |
|-----------------|-------------------------------------------|-----|------------------|
| 0007            | Fall Line Trail-<br>Bryan Park<br>Segment |     | CITY OF RICHMOND |

THIS AGREEMENT is hereby executed and made effective as of 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 Central Virginia Transportation Authority, hereinafter referred to as the CVTA. The CVTA 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 Parties have concurred in the LOCALITY's administration of the Project as shown in Appendix A in accordance with applicable federal, state, and local laws and regulations.

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, as expressly required by federal, state, and local 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 Virginia Department of Transportation when the facilities are maintained by the Virginia Department of Transportation.
  - b. Maintain accurate and complete records of the Project's development and retain documentation of all expenditures and make such information available for inspection



or auditing by the CVTA upon request. Records and documentation for the Project shall be maintained for no less than three (3) years following the CVTA's acceptance of the final voucher on the Project.

- c. Submit quarterly progress and expenditure reports, and invoices with supporting documentation to the CVTA in the form prescribed by the CVTA. 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 cash flow summary of all payment requests, payments, and adjustments in a form prescribed by the CVTA.
  - d. Requests 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 CVTA. Additional funds for eligible expenditures for the Project may be requested and shall be approved on case-by case basis, per paragraph 4 below.
  - e. Provide, or have others provide, maintenance of the Project upon completion, unless otherwise agreed to by the Parties. Where the Project results in physical construction, the LOCALITY will continue to operate and maintain the Project, or have others operate and maintain the Project, in accordance with the final constructed design and applicable standards. The LOCALITY agrees that any modification of the approved design features, without the approval of the CVTA or agencies with proper oversight, may, at the discretion of the CVTA, result in restitution either physically or monetarily as determined by the CVTA.
3. The CVTA shall:
- a. Upon receipt of the LOCALITY's invoices pursuant to paragraph 2.c, reimburse the LOCALITY the cost of eligible Project expenses, as described in Appendix A. Such reimbursements shall be payable by the CVTA within 30 days of an acceptable submission by the LOCALITY.
  - b. Audit the LOCALITY's Project records and documentation as may be required to verify LOCALITY compliance with applicable policies, laws, and regulations.
4. 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. CVTA funding is limited to the allocated funding identified in the Appendix A of this Agreement, or other sources of funding allocated to the project by the CVTA 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 CVTA funding is subject to CVTA policy and procedures applicable to the funding source and is not guaranteed. If the CVTA elects to allocate additional funds, such additional funds shall be paid from federal, state, and/or CVTA revenues, in proportions as agreed by the Parties at the time, with the goal of expending state or federal funds first before expending LOCALITY and/or CVTA

revenues.

5. In the event there is a significant reduction in costs, the LOCALITY and CVTA will work reasonably and in good faith to amend Appendix A fairly to reflect the effect of the reduction, with the goal of applying the savings to supplant LOCALITY and CVTA funding commitments, and to maximize the use of federal and state funds on the Project. If federal or state funding not previously available for the Project becomes available for any portion of the Project, then the LOCALITY and CVTA will work reasonably and in good faith to fairly allocate the additional funding, with the goal of applying the additional funding to supplant LOCALITY and CVTA funding commitments, and to maximize the use of state and federal funds on the Project.
6. Nothing in this Agreement shall be construed as a waiver of the LOCALITY's or CVTA'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 Agreement 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 and the CVTA 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 and the CVTA 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 paragraph 3.a., subject to the limitations established in this Agreement and Appendix A. Upon termination and unless otherwise agreed to, the CVTA shall retain ownership of plans and specifications. Right-of-way acquired with CVTA funding shall be transferred to the jurisdiction in which the Project is located, unless otherwise agreed. The LOCALITY may retain plans, specifications, and right-of-way if all CVTA funds expended for the project are reimbursed to the CVTA.
10. Prior to taking any action alleging breach of this Agreement, the CVTA 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 CVTA. 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, then upon receipt by the LOCALITY of a written notice from the CVTA stating that the breach has neither been cured, nor is the LOCALITY diligently pursuing a cure, the CVTA may exercise any remedies it may have under this Agreement or at law or in equity.

11. The LOCALITY and CVTA acknowledge and agree that this Agreement has been prepared jointly by the Parties and shall be construed 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.

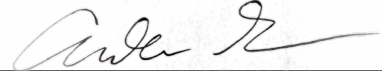
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IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed as of the day, month, and year first herein written.

**LOCALITY, VIRGINIA:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
SENIOR ASSISTANT CITY ATTORNEY

Lincoln Saunders  
Typed or printed name of signatory

Chief Administrative Officer  
Title

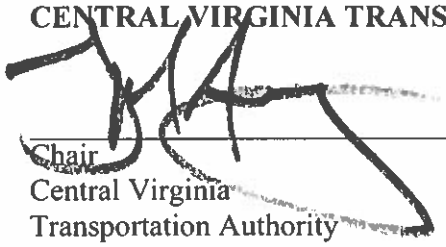
\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Date

NOTE: The official signing for the LOCALITY must attach a certified copy of his or her authority to execute this agreement.

**CENTRAL VIRGINIA TRANSPORTATION AUTHORITY:**

  
\_\_\_\_\_  
Chair  
Central Virginia  
Transportation Authority

12/20/23  
Date

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Date

**Attachments**  
Appendix A

## **APPENDIX A - Locally Administered**

| <b>Project Details</b>            |                                                                                                                                                                                                                                                                                                                                                                                 |
|-----------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Locality:                         | <b>City of Richmond</b>                                                                                                                                                                                                                                                                                                                                                         |
| CVTA Project Name:                | <b>Fall Line Trail-Bryan Park Segment</b>                                                                                                                                                                                                                                                                                                                                       |
| CVTA Project Number:              |                                                                                                                                                                                                                                                                                                                                                                                 |
| UPC Number (If Applicable):       |                                                                                                                                                                                                                                                                                                                                                                                 |
| CVTA Program Coordinator          | <b>Chet Parsons</b>                                                                                                                                                                                                                                                                                                                                                             |
| Local Program Manager:            | <b>Adel Edwards/DPW, Ryan Rinn/PRCF; Dironna Moore-Clarke/OETM</b>                                                                                                                                                                                                                                                                                                              |
| Scope of Services:                | <b>This project covers sections 6b of the Fall Line Trail impacting the City of Richmond. The project will be a minimum of 10' wide asphalt multi-use path navigating primarily within the boundaries of Bryan Park, city owned land. The City will administer the project, handle the procurement and administer the construction phase of the project through completion.</b> |
| Allocated Project Funding Amount: | <b>\$3,000,000</b>                                                                                                                                                                                                                                                                                                                                                              |

| Schedule                                          |                  |
|---------------------------------------------------|------------------|
| Milestone                                         | Anticipated Date |
| Project Scoping Meeting                           | 11/15/2023       |
| Survey                                            | 1/1/2024         |
| Utility Designation (If Applicable)               |                  |
| Geotechnical Engineering Report                   |                  |
| Conceptual Design Phase Submittal (If Applicable) |                  |
| Approved NEPA Document (If Applicable)            |                  |
| Preliminary Design Phase Submittal                | 3/1/2024         |
| Citizen Information Meeting (If Applicable)       | 3/1/2024         |
| Post Willingness (if Applicable)                  |                  |
| Public Hearing (If Applicable)                    | 5/1/2024         |
| Utility Field Inspection (If Applicable)          |                  |
| ROW Design Phase Submittal (If Applicable)        |                  |
| ROW Acquisition                                   |                  |
| Relocate Utilities (If Applicable)                |                  |
| Final Construction Design Phase Submittal         |                  |
| Draft Invitation for Bid Submittal                |                  |
| Invitation for Bid Advertisement                  |                  |
| Environmental Permits Obtained (If Applicable)    |                  |
| Begin Construction                                | 6/1/2024         |
| End Construction                                  | 1/31/2025        |