

INTRODUCED: April 13, 2026

AN ORDINANCE No. 2026-084

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 administering the Diamond District Transportation Infrastructure Project.

Patron – Mayor Avula

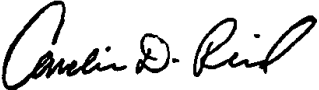
Approved as to form and legality
by the City Attorney

PUBLIC HEARING: APR 27 2026 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 administering the Diamond District Transportation Infrastructure 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.

A TRUE COPY:
TESTE:

City Clerk

AYES: 8 NOES: 0 ABSTAIN: _____

ADOPTED: APR 27 2026 REJECTED: _____ STRICKEN: _____

City of Richmond

Intracity Correspondence

O&R Transmittal

DATE: February 5, 2026

TO: The Honorable Members of City Council

THROUGH: The Honorable Danny Avula, Mayor

THROUGH: Odie Donald II, Chief Administrative Officer

THROUGH: Al Wiggins, Deputy Chief Administrative Officer

THROUGH: Bobby Vincent Jr., Director of Public Works

THROUGH: Dironna Moore Clarke, Deputy Director, Department of Transportation

RE: 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 ADMINISTERING THE DIAMOND DISTRICT TRANSPORTATION INFRASTRUCTURE PROJECT (CVTA- 0072).

ORD. OR RES. No. TBD

PURPOSE: 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 administering the Diamond District Transportation Infrastructure Project (CVTA- 0072).

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 Central Virginia Transportation Authority (CVTA) regional funding allocations are budgeted through the normal CIP budget process.

The Diamond District Phase 1A infrastructure project is the first phase of the overall 67-acre redevelopment, which includes introducing an entirely new street grid to serve the adjacent mixed-use development parcels. On May 15, 2024, The City of Richmond's Economic Development Authority (EDA) entered into a Purchase and Sale Development Agreement with Diamond District Partners (DDP) to develop Phase 1A which totals roughly 32-acres. DDP entered a GMP contract with Whiting Turner for the entire Phase 1A infrastructure work, which included already scoped and priced transportation related elements that include new multimodal neighborhood streets, transit access enhancements, and signalized intersection improvements.

FISCAL IMPACT: The City will receive \$10,369,508 in CVTA Regional funds that will be forwarded to City's Economic Development Authority (EDA) to spend on transportation related Infrastructure for the Diamond District Redevelopment Project.

REQUESTED INTRODUCTION DATE: 4/13/26

CITY COUNCIL PUBLIC HEARING DATE: 4/27/26

REQUESTED AGENDA: Consent

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 (Danny Avula); Chief Administrative Officer (Odie Donald, II), and City Attorney.

RELATIONSHIP TO EXISTING ORD. OR RES.: (Ord. No. 2024-113)

ATTACHMENTS: Central Virginia Transportation Authority (CVTA) Standard Project Administration Agreement (SPA), Ord, No 2024-113

STAFF: Dironna Moore Clarke, Deputy Director, Department of Transportation
DJ Mulkey Senior Development Manager, Economic Development

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

CVTA Project ID	Project Name	UPC	Local Government
CVTA-0072	Diamond District Transportation Infrastructure Project		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 CITY OF RICHMOND and the Central Virginia Transportation Authority, hereinafter referred to as the CVTA. The CVTA and the CITY OF RICHMOND are collectively referred to as the “Parties.”

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

WHEREAS, the Parties have concurred in the CITY OF RICHMOND'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 CITY OF RICHMOND shall:

AYES: _____ NOES: _____ ABSTAIN: _____

ADOPTED: _____ REJECTED: _____ STRICKEN: _____

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 CITY OF RICHMOND, 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 CITY OF RICHMOND. 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 CITY OF RICHMOND 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 CITY OF RICHMOND 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 CITY OF RICHMOND's invoices pursuant to paragraph 2.c, reimburse the CITY OF RICHMOND 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 CITY OF

RICHMOND.

b. Audit the CITY OF RICHMOND's Project records and documentation as may be required to verify CITY OF RICHMOND 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 CITY OF RICHMOND'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 CITY OF RICHMOND and/or CVTA revenues.

5. In the event there is a significant reduction in costs, the CITY OF RICHMOND 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 CITY OF RICHMOND 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 CITY OF RICHMOND 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 CITY OF RICHMOND 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 CITY OF RICHMOND'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 CITY OF RICHMOND 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 CITY OF RICHMOND 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 CITY OF RICHMOND 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 CITY OF RICHMOND with a specific description of the CITY OF RICHMOND's breach of this Agreement. Upon receipt of a notice of breach, the CITY OF RICHMOND 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 CITY OF RICHMOND has neither cured the breach, nor is diligently pursuing a cure of the breach, then upon receipt by the CITY OF RICHMOND of a written notice from the CVTA stating that the breach has neither been cured, nor is the CITY OF RICHMOND diligently pursuing a cure, the CVTA may exercise any remedies it may have under this Agreement or at law or in equity.

11. The CITY OF RICHMOND 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.

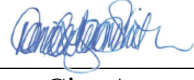
13. This Agreement may be modified only in writing by mutual agreement of the Parties.

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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.

CITY OF RICHMOND, VIRGINIA:

Approved As to Form



Assistant City Attorney

Signature

Typed or printed name of signatory

Title

Date

Signature of Witness

Date

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

CENTRAL VIRGINIA TRANSPORTATION AUTHORITY:

Chair
Central Virginia
Transportation Authority

Date

Signature of Witness

Date

Attachments

Appendix A

Appendix B

APPENDIX A - Locally Administered

Project Details

Locality:	City of Richmond
CVTA Project Name:	Diamond District Transportation Infrastructure Project
CVTA Project Number:	CVTA-0072
UPC Number (If Applicable):	N/A
CVTA Program Coordinator	Chet Parsons, CVTA Executive Director
Local Program Manager:	Daniel Wagner, Richmond DOT
Scope of Services:	Street grid, transportation related public infrastructure
Allocated Project Funding Amount:	\$10,369,508

Schedule

Milestone	Anticipated Date
Project Scoping Meeting	Complete prior to CVTA application
Survey	Complete prior to CVTA application
Utility Designation (If Applicable)	Complete prior to CVTA application
Geotechnical Engineering Report	Complete prior to CVTA application
Conceptual Design Phase Submittal (If Applicable)	Complete prior to CVTA application
Approved NEPA Document (If Applicable)	N/A
Preliminary Design Phase Submittal	Complete prior to CVTA application
Citizen Information Meeting (If Applicable)	Complete prior to CVTA application
Post Willingness (if Applicable)	N/A
Public Hearing (If Applicable)	Complete prior to CVTA application
Utility Field Inspection (If Applicable)	Underway, Through Completion
ROW Design Phase Submittal (If Applicable)	Complete prior to CVTA application
ROW Acquisition	12/30/2026
Relocate Utilities (If Applicable)	3/20/2026
Final Construction Design Phase Submittal	Complete prior to CVTA application
Draft Invitation for Bid Submittal	Complete prior to CVTA application
Invitation for Bid Advertisement	Complete prior to CVTA application
Environmental Permits Obtained (If Applicable)	N/A
Begin Construction	2/17/2025
End Construction	5/20/2027

APPENDIX B - Project Budget and Cash Flow

Official Attachment of CVTA-Locality Standard Project Administration Agreement

Reimbursement Request Summary

Request # 0 Request Date: 1/0/1900

CVTA Project Title: Diamond District Transportation Infrastructure Project

CVTA Project #: CVTA-0072 UPC # (If Applicable): 0

Item or Category	CVTA Approved Project Costs	Revisions	Current Budget	Previous Draws Approved	Current Draw	Total Draws	Balance Left to Draw
CONSTRUCTION PHASE - BID ITEMS							
Roadway (road, earthwork)	\$2,645,833.60		\$2,645,833.60		-	\$0.00	\$2,645,833.60
Utilities (in-plan utilities, including water & sewer)	\$290,489.60		\$290,489.60		-	\$0.00	\$290,489.60
Hydraulics (drainage, SWM, E&S, env, etc.)	\$1,786,415.20		\$1,786,415.20		-	\$0.00	\$1,786,415.20
Traffic (signals, signs, pavement, markings, etc.)	\$1,675,440.00		\$1,675,440.00		-	\$0.00	\$1,675,440.00
Other (Electrical - vehicle and pedestrian street lighting)	\$2,649,022.40		\$2,649,022.40		-	\$0.00	\$2,649,022.40
NON-BID ITEMS							
General Conditions - Subcontractor default, Builder's Risk & Liability Insurance	\$629,232.80		\$629,232.80		-	\$0.00	\$629,232.80
Project Management & VDOT/LAP Coordination	\$63,841.60		\$63,841.60		-	\$0.00	\$63,841.60
Management Reserve - Hard Cost Contingency 7.5%	\$629,232.80		\$629,232.80		-	\$0.00	\$629,232.80
Total Transportation Related Items	\$10,369,508.00	\$0.00	\$10,369,508.00	\$0.00	\$0.00	\$0.00	\$10,369,508.00

Budget item Category	Vendor	Invoice #	Amount of Payment
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Total Requisition Amount

-

Contractor/Supplier	Invoice #	Invoice Date	Amount	Payment Instructions
Remit to: Locality	See Attached Listing		\$0.00	Remit to:
				City of Richmond
				Bank:
				ABA Number:
				Acct #:
				Employer ID:
Total			\$0.00	

Form of Payment Requisition

FORM OF PAYMENT REQUISITION

Locality:

City of Richmond

CVTA Project Name:

Diamond District Transportation Infrastructure Project

CVTA Project Number:

CVTA-0072

UPC Number (If Applicable):

Standard Project Agreement Date:

Project Scope/Services Description:

Street grid public infrastructure

Draw Request Number:

Amount Requested:

Request Date:

Central Virginia Transportation Authority

Attention CVTA Program Coordinator:

This requisition is submitted in connection with the Standard Project Agreement for Funding and Administration for the project services noted and dated above between the Central Virginia Transportation Authority ("CVTA") and the LOCALITY. LOCALITY hereby requests CVTA funds, to pay the costs of the project services described and set forth in Appendix A and B of the Agreement ("Project Details") and in accordance with the Agreement. Also included are copies of each invoice relating to the items for which this requisition is requested.

The undersigned certifies (i) the amounts included within this requisition will be applied solely and exclusively for the payment or the reimbursement of LOCALITY's costs of the Project, (ii) LOCALITY is responsible for payment to vendors/contractors, (iii) LOCALITY is not in breach or default with respect to any of its obligations under the Agreement, including without limitation (but only if applicable) the tax covenants set forth in the Agreement, (iv) the representations and warranties made by LOCALITY in the Agreement are true and correct as of the date of this Requisition and (v) to the knowledge of LOCALITY, no condition exists under the Agreement that would allow CVTA to withhold the requested reimbursement.

LOCALITY

By: _____

Name: _____

Title: _____

Recommended For Payment

By: _____

Name: _____

Title: CVTA Program Coordinator