

INTRODUCED: October 10, 2023

AN ORDINANCE No. 2023-307

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 the resurfacing of Richmond Highway from Yorktown Avenue to Chesterman Avenue, from Bells Road to Yorktown Avenue, and from Atwell Drive to Alexander Avenue.

Patron – Mayor Stoney

Approved as to form and legality
by the City Attorney

PUBLIC HEARING: NOV 13 2023 AT 6 P.M.

THE CITY OF RICHMOND HEREBY ORDAINS:

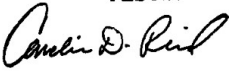
§ 1. That the Chief Administrative Officer, for and on behalf of the City of Richmond, be and is hereby authorized to execute a Standard Project Administration Agreement between the City of Richmond and the Virginia Department of Transportation to provide funding for the resurfacing of Richmond Highway from Yorktown Avenue to Chesterman Avenue, from Bells Road to Yorktown Avenue, and from Atwell Drive to Alexander Avenue. The Standard Project

AYES: 9 NOES: 0 ABSTAIN: _____

ADOPTED: NOV 13 2023 REJECTED: _____ STRICKEN: _____

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

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

A TRUE COPY:
TESTE:

Carolin D. Reed
City Clerk



City of Richmond

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

Master

File Number: Admin-2023-1348

File ID: Admin-2023-1348

Type: Request for Ordinance or Resolution

Status: Regular Agenda

Version: 1

Reference:

In Control: City Clerk Waiting Room

Department:

Cost:

File Created: 08/24/2023

Subject:

Final Action:

Title:

Internal Notes:

Code Sections:

Agenda Date: 10/10/2023

Indexes:

Agenda Number:

Patron(s):

Enactment Date:

Attachments: Admin 2023-1348 Standard Project Administration Agreement

Enactment Number:

Contact:

Introduction Date:

Drafter: Kenneth.Horak@rva.gov

Effective Date:

Related Files:

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	8/24/2023	M.S. Khara	Disapprove	8/28/2023
Notes: Kenny, please use revised O&R request that I emailed to you for both O&Rs.					
1	2	8/25/2023	M.S. Khara	Approve	8/29/2023
1	3	8/30/2023	Bobby Vincent	Approve	8/29/2023
1	4	8/30/2023	Robert Steidel	Approve	9/1/2023
1	5	9/8/2023	Lincoln Saunders	Approve	9/19/2023
1	6	10/3/2023	Mayor Stoney	Approve	9/28/2023

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File Admin-2023-1348

O&R REQUEST

DATE: August 24, 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

THROUGH: Robert Steidel; Deputy Chief Administrative Officer Operations

THROUGH: Bobby Vincent Jr.; Director of Public Works

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

FROM: Kenny Horak; Capital Project Manager Senior

RE: **TO AUTHORIZE THE CHIEF ADMINISTRATIVE OFFICER OR
DESIGNEE TO EXECUTE A STANDARD CITY/STATE AGREEMENT
FOR THE RESURFACING OF “RICHMOND HWY (JEFFERSON DAVIS
HWY NORTH) UPC 123916; RICHMOND HWY (JEFFERSON DAVIS
HWY NORTH) UPC 123917; RICHMOND HWY (JEFFERSON DAVIS
HWY SOUTH) UPC 123918 PRIMARY EXTENSION PAVING PROGRAM
PROJECTS.**

ORD. OR RES. No.

PURPOSE: To authorize the Chief Administrative Officer or designee, for and on behalf of the City of Richmond, to execute a standard City/State project administration agreement for the resurfacing of Richmond HWY (Jefferson Davis North) and Richmond HWY (Jefferson Davis South), Primary Extension Paving Program Projects under FY 2024 State of Good Repair Program.

REASON: The Virginia Department of Transportation requests that the City of Richmond to enter into an agreement for the development and administration of the Primary Extension Paving Program Projects approved under FY 2024 State of Good Repair Program (SGR).

RECOMMENDATION: The department of Public Works recommends approval.

BACKGROUND: House Bill 1887 requires funding to be allocated for Primary Extension Paving Program under State of Good Repair for U.S. Routes and Virginia State Routes. The program must include the condition of the existing transportation assets; the methodology used to determine maintenance and state of good repair needs; performance targets and outcomes; listings of prioritized pavement projects based on priority ranking system.

The bill requires the Commonwealth Transportation Board (CTB) to develop a priority ranking system for deteriorated pavement on Primary Arterial Roads. The Primary Extension Paving Program is a Federal Funded Statewide Program, and the City of Richmond submitted the application for Richmond Hwy (Jefferson Davis Hwy North); UPC 123916 from Yorktown Ave to Chesterman Ave (estimated cost \$457,394.00); Richmond Hwy (Jefferson Davis North) UPC 123917 from Bells Rd to Yorktown Ave (estimated cost \$544,904.00) and Richmond Hwy (Jefferson Davis South) UPC 123918 from Atwell Dr. to Alexander Ave (estimated cost \$421,666.00). The scope of this project consists of milling, resurfacing and ADA upgrades for and estimated cost of \$1,423,964.00

These projects were submitted in December 2022 and received approval for funding from Commonwealth Transportation Board (CTB) in June 2023 in the total amount of \$1,423,964.00. Breakdown of the \$1,423,964.00 equates to VDOT administrative cost \$90,200.00 and reimbursable federal funds to the City for construction \$1,333,764.00

Street Name	From	To	Total Estimate	VDOT Administrative Fee	City Reimbursement
of Federal Funds					
Richmond Hwy (Jefferson Davis Hwy North) UPC 123916				Yorktown Ave	Chesterman Ave
	\$457,394.00	\$31,000.00	\$426,394.00		
Richmond Hwy (Jefferson Davis Hwy North) UPC 123917				Bells Rd	Yorktown Ave
	\$544,904.00	\$30,000.00	\$514,904.00		
Richmond Hwy (Jefferson Davis Hwy North) UPC 123918				Atwell Dr.	Alexander Ave
	\$421,666.00	\$29,200.00	\$392,466.00		
Total		\$1,423,964.00	\$90,200.00	\$1,333,764.00	

FISCAL IMPACT / COST: None. Federal funding for the Primary Extension Paving Program is provided by Virginia Department of Transportation (VDOT) and is 100% reimbursable.

FISCAL IMPLICATIONS: Not adopting this ordinance will prohibit the projects from receiving \$1,333,764.00 in Primary Extension Paving Program Funds.

BUDGET AMENDMENT NECESSARY: NO. A separate O&R will be submitted to accept the federal funds and to appropriate funds to the project.

REVENUE TO CITY: \$1,333,764.00 in Primary Extension Paving Program funds.

DESIRED EFFECTIVE DATE: Upon Adoption.

REQUESTED INTRODUCTION DATE: October 10, 2023

CITY COUNCIL PUBLIC HEARING DATE: November 13, 2023

REQUESTED AGENDA: Consent Agenda.

RECOMMENDED COUNCIL COMMITTEE: None.

CONSIDERATION BY OTHER GOVERNMENTAL ENTITIES: Land Use Housing and Transportation Standing Committee.

AFFECTED AGENCIES: Department of Public Works; Department of Public Utilities; Finance; Budget and Strategic Planning; Law Department; Planning and Community Development; Economic and Community Development. Copies also sent to City Mayor (Honorable Levar M. Stoney); Chief Administrative Officer (J. E. Lincoln Saunders); Deputy Chief Administrative Officer (Robert Steidel) City Attorney (2 copies)

RELATIONSHIP TO EXISTING ORD. OR RES.: None.

REQUIRED CHANGES TO WORK PROGRAM(S): Yes, this will reduce street maintenance.

ATTACHMENTS: Standard Project Administration Agreement

STAFF: M. S. Khara P.E. City Engineer 646- 5413

Kenneth D. Horak Senior Capital Project Manager 646-4781

STANDARD PROJECT ADMINISTRATION AGREEMENT
State-aid Projects

Project Number	UPC	Local Government
0001-127-155	123916	CITY OF RICHMOND
0001-127-156	123917	
0001-127-157	123918	

THIS AGREEMENT, is hereby made and effective the date of the last (latest) signature set forth below, by and between 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 the funding currently allocated or proposed for the Project does not include Federal-aid Highway funds; 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 DEPARTMENT's administration of specific Project services shown in Appendix C; and

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

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.

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 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. 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.
 - d. Provide timely certification by a LOCALITY official of the LOCALITY'S compliance with applicable laws and regulations on the **State Certification Form for State Funded Projects** or in another manner as prescribed 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. Reimburse the DEPARTMENT for all Project expenses incurred by the DEPARTMENT if, due to action or inaction of the LOCALITY, the Project becomes ineligible for state reimbursement, 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 state law or regulations.
- h. On Projects that the LOCALITY is providing the required match to state 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.
- i. 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 state-aid reimbursements
- j. 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.
- k. 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, as required by federal and state laws and regulations or as otherwise agreed to, in writing, between the parties.
- 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 paragraph 2.a. and 3.a.
 - d. Audit the LOCALITY's Project records and documentation as may be required to verify LOCALITY compliance with applicable 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.

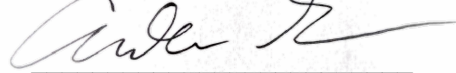
9. This Agreement may be terminated by either Party upon 30 days advance written notice to the other Party. Eligible Project expenses incurred through the date of termination shall be reimbursed in accordance with paragraphs, 2.g., 2.h, and 3.b, subject to the limitations established in this Agreement and Appendix A. Upon termination and unless otherwise agreed to, the DEPARTMENT shall retain ownership of plans, specifications, and right of way for which state funds have been provided, unless all state 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 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. THE LOCALITY and the DEPARTMENT further agree that should Federal-aid Highway funds be added to the Project, this Agreement is no longer applicable. The LOCALITY and the DEPARTMENT mutually agree that they shall then enter into a Standard Project Administration Agreement for Federal-aid Projects upon execution of which this Agreement shall be terminated.
13. THIS AGREEMENT, when properly executed, shall be binding upon both Parties, their successors, and assigns.
14. THIS AGREEMENT may be modified only in writing by mutual agreement of the Parties.

The remainder of this page is BLANK

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:



Senior Assistant City Attorney

Signature

Date

Title

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

COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION:

Signature

Date

Chief of Policy, Commonwealth of Virginia, Department of Transportation

Attachments

Appendix A
Appendix B
Appendix C

Appendix A - Locally Administered

Version: Original

Prepared Date: 8/3/2023

Project Details

UPC: 123916

State Project #: 0001-127-155

CFDA #: 20.205

Locality UEI #: EG4LF5GYLK81

Locality: City of Richmond

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

Work Description: SGR24LP - Jefferson Davis Hwy N - Mill and overlay Jefferson Davis Hwy (N) (Richmond Highway) from mile point 89 to mile point 90, this will create a smooth

Project Location (Zip +4) 23224-7211

Project Points of Contact

Locality Project Manager

Name: Kenny Horak
Phone: 804-646-4781
Email: kenneth.horak@rva.gov

VDOT Project Coordinator

Name: James Maiden
Phone: 804-524-6000
Email: James.Maiden@VDOT.Virginia.gov

Project Estimates

	Preliminary Engineering	Right of Way and Utilities	Construction	Total
Estimated Locality Project Expenses	\$0	\$0	\$426,394	\$426,394
Estimated VDOT Project Oversight	\$6,248	\$0	\$18,900	\$25,148
Estimated VDOT Project Services (Appendix C)	\$5,852	\$0	\$0	\$5,852
Estimated Total Project Costs	\$12,100	\$0	\$445,294	\$457,394

Project Financing

Allocated Funds Type	Allocated Funds Amount	Local % Participation	Local Share Total	Max Reimbursement to Locality	Total Estimated Reimbursement to Locality
SGR	\$457,394	0%	\$0	\$457,394	
			\$0	\$0	
			\$0	\$0	
			\$0	\$0	
			\$0	\$0	
			\$0	\$0	
			\$0	\$0	
			\$0	\$0	
			\$0	\$0	
			\$0	\$0	
			\$0	\$0	
			\$0	\$0	
Funding Totals	\$457,394		\$0	\$457,394	\$426,394

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

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

Authorized Locality Official

Date

Authorized VDOT Official

Date

Printed Name of Locality Official

Printed Name of VDOT Official

Title of Locality Official

Title of VDOT Official

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

Appendix A - Locally Administered

Version: Original

Prepared Date: 8/3/2023

Project Details

UPC: 123917

State Project #: 0001-127-156

CFDA #: 20.205

Locality UEI #: EG4LF5GYLK81

Locality: City of Richmond

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

Work Description: SGR24LP - Jefferson Davis Hwy N - Mill and overlay existing road surface to make safe for traveling public including cyclist. The scope of this project includes ADA

Project Location (Zip +4) 23224-7212

Project Points of Contact

Locality Project Manager

Name: Kenny Horak
Phone: 804-646-4781
Email: kenneth.horak@rva.gov

VDOT Project Coordinator

Name: James Maiden
Phone: 804-524-6000
Email: James.Maiden@VDOT.Virginia.gov

Project Estimates

	Preliminary Engineering	Right of Way and Utilities	Construction	Total
Estimated Locality Project Expenses	\$0	\$0	\$514,904	\$514,904
Estimated VDOT Project Oversight	\$5,748	\$0	\$18,400	\$24,148
Estimated VDOT Project Services (Appendix C)	\$5,852	\$0	\$0	\$5,852
Estimated Total Project Costs	\$11,600	\$0	\$533,304	\$544,904

Project Financing

Allocated Funds Type	Allocated Funds Amount	Local % Participation	Local Share Total	Max Reimbursement to Locality	Total Estimated Reimbursement to Locality
SGR	\$544,904	0%	\$0	\$544,904	
			\$0	\$0	
			\$0	\$0	
			\$0	\$0	
			\$0	\$0	
			\$0	\$0	
			\$0	\$0	
			\$0	\$0	
			\$0	\$0	
			\$0	\$0	
			\$0	\$0	
			\$0	\$0	
Funding Totals	\$544,904		\$0	\$544,904	\$514,904

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

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

Authorized Locality Official

Date

Authorized VDOT Official

Date

Printed Name of Locality Official

Printed Name of VDOT Official

Title of Locality Official

Title of VDOT Official

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Appendix A - Locally Administered

Version: Original

Prepared Date: 8/3/2023

Project Details

UPC: 123918

State Project #: 0001-127-157

CFDA #: 20 205

Locality UEI #: EG4LF5GYLK81

Locality: City of Richmond

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

Work Description: SGR24LP - Jefferson Davis Hwy S - Mill and pave Jefferson Davis Hwy (S) (Richmond Hwy) to obtain a smooth surface for the traveling public and Cyclist. The scope of work

Project Location (Zip +4) 23224-7212

Project Points of Contact

Locality Project Manager

Name: Kenny Horak
Phone: 804-646-4781
Email: kenneth.horak@rva.gov

VDOT Project Coordinator

Name: James Maiden
Phone: 804-524-6000
Email: James.Maiden@VDOT.Virginia.gov

Project Estimates

	Preliminary Engineering	Right of Way and Utilities	Construction	Total
Estimated Locality Project Expenses	\$0	\$0	\$392,466	\$392,466
Estimated VDOT Project Oversight	\$4,848	\$0	\$18,500	\$23,348
Estimated VDOT Project Services (Appendix C)	\$5,852	\$0	\$0	\$5,852
Estimated Total Project Costs	\$10,700	\$0	\$410,966	\$421,666

Project Financing

Allocated Funds Type	Allocated Funds Amount	Local % Participation	Local Share Total	Max Reimbursement to Locality	Total Estimated Reimbursement to Locality
SGR	\$421,666	0%	\$0	\$421,666	
			\$0	\$0	
			\$0	\$0	
			\$0	\$0	
			\$0	\$0	
			\$0	\$0	
			\$0	\$0	
			\$0	\$0	
			\$0	\$0	
			\$0	\$0	
			\$0	\$0	
			\$0	\$0	
			\$0	\$0	
Funding Totals	\$421,666		\$0	\$421,666	\$392,466

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

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

Authorized Locality Official

Date

Authorized VDOT Official

Date

Printed Name of Locality Official

Printed Name of VDOT Official

Title of Locality Official

Title of VDOT Official

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

Locally Administered State-Aid Agreement

Appendix B – Special Funding Program Conditions and Requirements

Project Number	UPC	Local Government
0001-127-155	123916	City of Richmond
0001-127-156	123917	
0001-127-157	123918	

SMART SCALE

Administration of this Project, including but not limited to 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 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.

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) 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 funds expended on the Project.

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

Economic Access

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

Airport Access

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

Recreational Access

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

Authorized Locality Official Signature and Date

Printed Name of Locality Official

Appendix C – Department Project Specific Services

Project Number	UPC	Local Government
0001-127-155	123916	City of Richmond

Service Description	Detailed Scope	Estimate (\$)
Environmental Services	VDOT will complete all the necessary environmental activities for advertisement including the NEPA and threatened and endangered species clearances utilizing the VDOT streamlined process.	\$5,852
Total Estimated Costs of Services		\$5,852

Authorized Locality Official Signature and Date

Authorized VDOT Official Signature and Date

Printed Name of Locality Official

Printed Name of VDOT Official

Title of Locality Official

Title of VDOT Official

Appendix C – Department Project Specific Services

Project Number	UPC	Local Government
0001-127-156	123917	City of Richmond

Service Description	Detailed Scope	Estimate (\$)
Environmental Services	VDOT will complete all the necessary environmental activities for advertisement including the NEPA and threatened and endangered species clearances utilizing the VDOT streamlined process.	\$5,852
Total Estimated Costs of Services		\$5,852

Authorized Locality Official Signature and Date

Authorized VDOT Official Signature and Date

Printed Name of Locality Official

Printed Name of VDOT Official

Title of Locality Official

Title of VDOT Official

Appendix C – Department Project Specific Services

Project Number	UPC	Local Government
0001-127-157	123918	City of Richmond

Service Description	Detailed Scope	Estimate (\$)
Environmental Services	VDOT will complete all the necessary environmental activities for advertisement including the NEPA and threatened and endangered species clearances utilizing the VDOT streamlined process.	\$5,852
Total Estimated Costs of Services		\$5,852

Authorized Locality Official Signature and Date

Authorized VDOT Official Signature and Date

Printed Name of Locality Official

Printed Name of VDOT Official

Title of Locality Official

Title of VDOT Official