

INTRODUCED: November 14, 2022

AN ORDINANCE No. 2022-319

To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to execute a VDOT Administered – Locally Funded Project Administration Agreement between the City of Richmond and the Virginia Department of Transportation to provide funding for the implementation of the Mayo Bridge Replacement Project.

Patrons – Mayor Stoney and Ms. Robertson

Approved as to form and legality
by the City Attorney

PUBLIC HEARING: DEC 12 2022 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 VDOT Administered – Locally Funded Project Administration Agreement between the City of Richmond and the Virginia Department of Transportation to provide funding for the implementation of the Mayo Bridge Replacement Project. The VDOT Administered – Locally Funded Project Administration Agreement shall be

AYES: 9 NOES: 0 ABSTAIN: _____

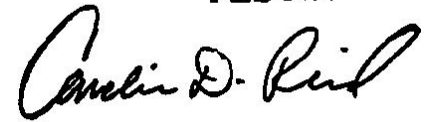
ADOPTED: DEC 12 2022 REJECTED: _____ STRICKEN: _____

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

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

A TRUE COPY:

TESTE:

A handwritten signature in black ink, reading "Carlin D. Reid". The signature is written in a cursive style with a large, looping initial "C".

City Clerk



City of Richmond

Intracity Correspondence

O&R REQUEST

DATE: October 17, 2022

EDITION: 1

TO: The Honorable Members of City Council

THROUGH: The Honorable Levar M. Stoney; Mayor

Handwritten signature of Levar M. Stoney.

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

Handwritten signature of J.E. Lincoln Saunders.

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

Robert C
Steidel

Digitally signed by Robert C
Steidel
Date: 2022.10.19 08:41:53
-04'00'

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

Bobby Vincent

Digitally signed by Bobby Vincent
Date: 2022.10.19 09:07:29 -04'00'

THROUGH: M.S. Khara, PE; City Engineer

M. S. Khara, PE

Digitally signed by M. S. Khara, PE
Date: 2022.10.19 08:27:17 -04'00'

FROM: Lamont L. Benjamin, PE; Capital Projects Administrator

Handwritten signature of Lamont L. Benjamin.

RE: **TO AUTHORIZE THE CHIEF ADMINISTRATIVE OFFICER OR DESIGNEE TO EXECUTE A VDOT PROJECT ADMINISTRATION AGREEMENT BETWEEN THE CITY OF RICHMOND AND THE VIRGINIA DEPARTMENT OF TRANSPORTATION FOR THE ADMINISTRATION OF THE REPLACEMENT OF THE MAYO BRIDGES PROJECT BY VDOT.**

ORD. OR RES. No. _____

PURPOSE: To authorize the Chief Administrative Officer (CAO), or designee for and on behalf of the City of Richmond, to execute a VDOT Project Administration Agreement between the City of Richmond and the Virginia Department of Transportation for the administration of the Replacement of the Mayo Bridges project by VDOT.

REASON: The Virginia Department of Transportation (VDOT) request that the City enter into a City/State project administration agreement for the purpose of implementing the Mayo Bridges Project.

RECOMMENDATION: The Department of Public Works recommends approval.

BACKGROUND: The Mayo Bridge transports US Route 360 across the James River making the Mayo Bridge part of the National Highway System. The bridge is actually two individual bridges separated near the middle by Mayo's Island. The current bridges were built on the site of

the first (toll) bridge by John Mayo, Jr. completed in 1788. The current Mayo Bridge was built in 1913 and is one of the oldest City owned bridges.

In 2011 the Department conducted a Structural Analysis and Feasibility Study to determine whether to rehabilitate or replace the Mayo Bridges.

After several years of accumulating federal funding for the project on March 26, 2018 Council approved a City-State agreement for the City to administer the rehabilitation of the Mayo Bridges project. The City and VDOT considered several options that ranged from targeted repairs, rehabilitation, and bridge replacement. After investigation of the condition of the bridges and technical review between the City and VDOT, it was determined that the most cost benefit option was to replace the bridges.

Given the magnitude of the project, the City sought VDOT's expertise of administering large scale projects. The City requested that VDOT consider administrating the project on behalf of the City, as VDOT has more experience and resources to administer mega projects such as the Mayo Bridges replacement project.

In order for VDOT to administer the project, a City-State agreement that supersedes the current agreement needs to be executed between the City and State.

The project will implement replacement of the bridges following recommendations presented to the Planning Commission.

The estimated cost of the project is \$90,000,000. The project is funded with federal, state, and CVTA Regional funds.

FISCAL IMPACT / COST: None. The \$103,000 federal earmark funds in the City account are urban payments received from the State for this project that needs to be paid back to VDOT.

FISCAL IMPLICATIONS: If the agreement is not adopted, VDOT will not administer the project.

BUDGET AMENDMENT NECESSARY: None. (Prior appropriation of federal funds using City/State agreement by the City will be unappropriated thru FY24-FY28 CIP budget process)

REVENUE TO CITY: None. (\$90million federal/state/CVTA Regional funds allocated to the project will be used by VDOT to build these two Mayo Bridges for the City)

DESIRED EFFECTIVE DATE: Upon adoption.

REQUESTED INTRODUCTION DATE: November 14, 2022.

CITY COUNCIL PUBLIC HEARING DATE: December 12, 2022.

REQUESTED AGENDA: Consent Agenda

RECOMMENDED COUNCIL COMMITTEE: Land Use, Housing and Transportation Standing Committee meeting November 22, 2022.

CONSIDERATION BY OTHER GOVERNMENTAL ENTITIES: Planning and Development Review.

AFFECTED AGENCIES: Department of Parks, Recreation, and Community Facilities; Department of Public Works; Office of the City Attorney; Department of Public Utilities; Copies also sent to: City Mayor (Levar M. Stoney); Chief Administrative Officer (Lincoln Saunders); and Robert C. Steidel, Deputy CAO of Operations; City Attorney's office.

RELATIONSHIP TO EXISTING ORD. OR RES.: Ord 2018-102 adopted March 26, 2018 to "Authorize the CAO or designee to execute a Standard Project administration agreement for the administration of the Mayo Bridge project."

REQUIRED CHANGES TO WORK PROGRAM(S): None.

ATTACHMENTS: Project Administration agreement for the Mayo Bridges replacement – UPC 104888.

STAFF: M.S. Khara, PE; City Engineer DPW 646-5413
Dr. John Kim, PHD, PE; City Bridge Engineer, DPW 646-5684
Lamont L. Benjamin, PE; Capital Projects Administrator DPW 646-6339

**VDOT ADMINISTERED – LOCALLY FUNDED
PROJECT ADMINISTRATION AGREEMENT**

Project Number	UPC	Local Government
U000-127-860	104888	City of Richmond

THIS AGREEMENT, is hereby made and effective the date of the last (latest) signature set forth below, by and between the CITY OF RICHMOND, VIRGINIA, hereinafter referred to as the LOCALITY and the Commonwealth of Virginia, Department of Transportation, hereinafter referred to as the DEPARTMENT. The DEPARTMENT and the LOCALITY are collectively referred to as the “Parties.”

WITNESSETH

WHEREAS, the LOCALITY has expressed its desire to have the DEPARTMENT administer the work required to construct certain improvements within the Locality as described in Appendix C (the “Project”) and has agreed to fully or partially fund the Project as set forth in this Agreement; and

WHEREAS, the funds as shown in Appendix A have all been allocated to pay the costs of the Project; and

WHEREAS, the Parties have concurred with administering the Project in accordance with the program specific requirements shown in Appendix B, based on the allocated funding for the Project as shown in the Appendix A; and

WHEREAS, the LOCALITY has requested that the DEPARTMENT design and construct the Project in accordance with the scope of work described in Appendix C, and the DEPARTMENT has agreed to perform such work; and

WHEREAS, the Parties have concurred in the DEPARTMENT's administration of the Project identified in this Agreement, including Appendices A, B, and C, and in accordance with applicable federal, state, and local law and regulations; and

WHEREAS, the LOCALITY's governing body has, by ordinance, which is attached hereto, authorized its designee to execute this Agreement and has demonstrated the LOCALITY’S commitment to providing local funding for the Project.

NOW THEREFORE, in consideration of the premises and mutual covenants and agreements contained herein, the parties hereto agree as follows:

- A. 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 A.
- B. The DEPARTMENT shall:

1. Complete the work of the Project as identified in Appendix C, advancing such diligently as all weather, local, and other conditions reasonably permit, and in conformance to the schedule established by the Parties, which schedule shall be adjusted as needed to address impacts to the performance of the work beyond the control of the DEPARTMENT.
2. Perform or have performed, and remit all payments for, all preliminary engineering (PE), right-of-way acquisition (Right of Way), construction, contract administration, and inspection services activities for the Project as required.
3. Provide the LOCALITY a payment schedule for the LOCALITY's share of estimated Project costs for PE, Right of Way, and construction, in accordance with the tabulation provided in Appendix A.
4. Remit invoices to the LOCALITY for sums owed by LOCALITY to the DEPARTMENT in accordance with the amounts and schedule set forth in Appendix A.
5. Provide the LOCALITY with a summary of Project expenditures.
6. Notify the LOCALITY of additional Project expenses resulting from unanticipated circumstances and provide detailed estimates of additional costs associated with those circumstances. The DEPARTMENT will make all efforts to contact the LOCALITY prior to performing activities associated with those unanticipated circumstances.
7. Upon completion of the Project, reconcile LOCALITY payments (based on LOCALITY's estimated share of costs) against actual Project costs allocable to the LOCALITY, and reimburse the LOCALITY for any overpayments by the LOCALITY or remit an invoice to LOCALITY for any underpayment or amounts still owed by the LOCALITY.

C. The LOCALITY shall:

1. Remit payments to the DEPARTMENT in accordance with the amounts and schedule provided in Appendix A, or within 30 days of receipt of an invoice issued by the DEPARTMENT, as applicable.
2. 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.

- D. 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.
- E. 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.
- F. 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.
- G. Nothing in this Agreement shall be construed as a waiver of the LOCALITY's or the Commonwealth of Virginia's sovereign immunity.
- H. Should the project be cancelled due to action or inaction by the LOCALITY, the LOCALITY shall be responsible for reimbursement of all funds in accordance with § 33.2-214 of the Code of Virginia (1950), as amended. The LOCALITY will also be responsible for any costs associated with claims and liabilities associated with the early termination of any construction contract(s) or improvement(s) issued pursuant to this Agreement and shall promptly reimburse the DEPARTMENT for all costs

incurred or expended by it in connection with the Project.

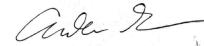
- I. This Agreement may be terminated by either Party upon 60 days advance written notice to the other Party. Eligible expenses incurred through the date of termination shall be reimbursed to the DEPARTMENT within 60 days subject to the limitations established in this Agreement.
- J. THE LOCALITY and 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.
- K. THIS AGREEMENT, when properly executed, shall be binding upon both Parties, their successors and assigns.
- L. THIS AGREEMENT may be modified in writing only upon mutual agreement of the Parties.

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IN WITNESS WHEREOF, each Party hereto has caused this Agreement to be executed by their duly authorized representatives, acknowledging and agreeing that any digital signature affixed hereto shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature.

CITY OF RICHMOND, VIRGINIA:

Approved as to form:



Andrew A. Gore
Assistant City Attorney

Signature

Date

Title

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

COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION:

Signature

Date

Chief of Policy, Commonwealth of Virginia, Department of Transportation

Attachments

Appendix A

Appendix B

Appendix C

Appendix A - VDOT Administered

Revision: Original

Prepared Date: 10/19/2022

Project Details

UPC: 104888 State Project #: U000-127-860 CFDA #: 20.205 Locality UEI #: EG4LF5GYLK81

Locality: City of Richmond Address: 900 East Broad Street, Richmond Virginia 23219-1904

Work Description:

#SGR23VB - RT 360 - REPLACE MAYO'S BRIDGE SUPERSTRUCTURE - MAYO'S BRIDGE REPLACEMENT OVER JAMES RIVER. THIS PROJECT INCLUDES RE-CONSTRUCTING THE DECK AND APPROACHES; REPLACING PIER CAPS, REPAIRING PIERS AND ABUTMENTS; AND REPLACING PARAPETS AND LIGHT POLES.

Project Location
(Zip +4)

23219-1904

Project Points of Contact

Locality Project Manager

Name: Thomas Westbrook
Phone: 804-646-3421
Email: Thomas.Westbrook@rva.gov

VDOT Project Manager

Name: William Wheeler
Phone: 804-609-5280
Email: William.Wheeler@vdot.virginia.gov

Project Financing

Allocated Funds Type	Allocated Funds Amount	Local % Participation	Local Share Total
RSTP	\$6,533,000	0%	\$0
SGR	\$48,078,404	0%	\$0
Formula Bridge	\$24,871,596	0%	\$0
HIP Earmarks	\$5,000,000	0%	\$0
Safetee-Lu Earmarks	\$517,679	20%	\$103,536
CVTA Regional	\$4,999,321	0%	\$0
Funding Totals	\$90,000,000		\$103,536

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

Project Estimate

Phase	Cost
Preliminary Engineering	\$ 5,945,055
Right of Way and Utilities	\$ 2,264,074
Construction	\$ 81,790,871
Total Estimate	\$ 90,000,000

Payment Schedule

FY2023				Total Payment
\$ 103,536				\$ 103,536.00

Payment Terms

- This is a limited funds project. The LOCALITY shall be responsible for any additional funding in excess of \$89,896,464.
- After Agreement Execution, VDOT will invoice the LOCALITY for their share of the project costs. The LOCALITY shall make one lump sum payment in the amount of \$103,536 to VDOT, no later than 30 days after receipt of VDOT's invoice.


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

Authorized Locality Official

Date

Approved as to form:

Printed Name of Locality Official


Andrew A. Gore
Assistant City Attorney

Title of Locality Official

Authorized VDOT Official

Date

Printed Name of VDOT Official

Title of VDOT Official

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

VDOT Administered Agreement

Appendix B – Special Funding Program Conditions and Requirements

Project Number	UPC	Local Government
U000-127-860	104888	City of Richmond

SMART SCALE

Administration of this Project, including but not limited to the Project estimate, schedule and commitment to funding, is subject to the requirements established in the Commonwealth Transportation Board's (CTB's) most current *Policy for Implementation of the SMART SCALE Project Prioritization Process*, the applicable requirements of the Code of Virginia, and VDOT's applicable *Instructional and Informational Memoranda*.

Without limiting the foregoing, this Project has been selected through the Smart Scale (HB2) application and selection process and will remain in the Six-Year Improvement Plan (SYIP) as a funding priority unless certain conditions set forth in the CTB's most current *Policy for Implementation of a Project Prioritization Process* arise. Pursuant to the CTB's *Policy for Implementation of a Project Prioritization Process*, this Project will be re-scored and/or the funding decision re-evaluated if any of the following conditions apply: a change in the scope, an estimate increase, or a reduction in the locally/regionally leveraged funds. Applications may not be submitted in a subsequent SMART SCALE prioritization cycle to account for a cost increase on a previously selected Project.

This Project shall be initiated and at least a portion of the Project's programmed funds expended within one year of the budgeted year of allocation or funding may be subject to reprogramming to other projects selected through the prioritization process. In the event the Project is not advanced to the next phase of construction when requested by the CTB, the LOCALITY or the localities within the metropolitan planning organization may be required, pursuant to § 33.2-214 of the Code of Virginia, to reimburse the DEPARTMENT for all state and federal funds expended on the Project.

Transportation Alternatives Program

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

Without limiting the foregoing, CTB policy for allocations from the Transportation Alternatives Programs requires that the Project must be advertised or otherwise under construction within four years of the initial Project allocation or otherwise be subject to deallocation, unless prior Department approval has been provided.

The DEPARTMENT shall conduct all environmental studies necessary to complete an environmental document in compliance with the National Environmental Policy Act, unless otherwise agreed to in writing and attached to this Agreement. The LOCALITY is responsible

for implementing any environmental commitments resulting from the environmental studies. In addition, the LOCALITY is responsible for obtaining any water quality permits and conducting any required hazardous materials due diligence efforts. VDOT's estimated cost for the environmental studies and submissions will be provided to the LOCALITY and deducted from the Project funds.

Regional Surface Transportation Program (RSTP)

Allocated Regional Surface Transportation Program funds must be obligated within 12 months of allocation and expended within 36 months of the obligation.

Congestion Mitigation Air Quality (CMAQ)

Allocated Congestion Mitigation and Air Quality Program funds must be obligated within 12 months of allocation and expended within 36 months of the obligation.

Revenue Sharing

This Project shall be administered in accordance with VDOT's most current *Revenue Sharing Program Guidelines*.

Without limiting the foregoing, the Project shall be initiated such that at least a portion of the Revenue Sharing Funds are expended within one year of allocation. For any project that has not been initiated within one year, the CTB has the discretion to defer consideration of future allocations until the Project moves forward. Further, if the Project has not been initiated within two fiscal years subsequent to the allocation of Revenue Sharing Funds, the Revenue Sharing Funds for the Project may be subject to deallocation from the Project at the discretion of the CTB.

State of Good Repair (SGR) Bridge

Project estimate, schedule, and commitment to funding are subject to the requirements established in the CTB's *State of Good Repair Program Prioritization Process Methodology*, the Code of Virginia, and VDOT's *Instructional and Informational Memoranda*.

Projects receiving funding under this program must initiate the Preliminary Engineering or the Construction Phase within 24 months of award of funding or become subject to deallocation. In the event the Project is not advanced to the next phase of construction, the LOCALITY may be required, pursuant to § 33.2-214 of the Code of Virginia, to reimburse the Department for all state and federal funds expended on the Project.

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

State of Good Repair (SGR) Paving

Project estimate, schedule, and commitment to funding are subject to the requirements established in the CTB's *State of Good Repair Program Prioritization Process Methodology*, the Code of Virginia, and VDOT's *Instructional and Informational Memoranda*.

Projects receiving funding under this program must be advertised within twelve months of award funding or be subject to deallocation. In the event the Project is not advanced to the next phase of construction, the LOCALITY may be required, pursuant to § 33.2-214 of the Code of Virginia, to reimburse the Department for all state and federal funds expended on the Project.

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

Economic Access

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

Airport Access

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

Recreational Access

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

Authorized Locality Official Signature and Date

Approved as to form:



Andrew A. Gore
Assistant City Attorney

Printed Name of Locality Official

VDOT Administered Projects
Appendix C – Detailed Scope of Services

Project Number	UPC	Local Government
U000-127-860	104888	City of Richmond

Detailed Project Scope of Services

Scope of Services by VDOT for the Mayo Bridge Replacement Project will be in compliance with VDOT's Project Management Process, and herein agreed upon include:

- Compilation of final plans, specifications and estimate
- Compilation of the bid proposal package
- Bid proposal bid-ability review
- Administration and advertisement of the proposal
- Administration of bidder questions
- Receipt of bids
- Administration of Contract award
- Administration and oversight of construction
- Construction engineering services
- Construction project close-out

Responsibility of the City of Richmond for the Mayo Bridge Replacement Project herein agreed upon include:

- The City of Richmond will provide a single point of contact to act as a liaison between VDOT and any city approval processes, committees, City Council, and other City governing/permitting agencies and processes.
- The City of Richmond will be responsible for timely responses to inquiries and requests for review comments, and the project schedule will not be subject to delays due to lack of timely responses. Expected response times are listed below:
 - Request for Milestone Review Comments – 10 working days
 - Request for Milestone Review Final Disposition – 5 working days
 - Requests for as-built information – 10 working days
 - Requests for general inquiries and coordination – 48 hours
- The City of Richmond will endeavor to include in the future Utility Franchise Agreements language that authorizes VDOT to enforce the agreement on behalf of the City of Richmond for the work within City of Richmond right-of-way.

Clarifications for the Mayo Bridge Replacement Project herein agreed upon include:

- VDOT will provide project progress updates up to once monthly through a brief project progress report. The report will include a summary of the expenses by phase relative to the budget, a summary of the project scheduled for activities tracked on the VDOT Dashboard, and a bulleted summary of major items with unresolved pending issues/actions to be taken.

- VDOT will meet with City of Richmond liaison up to once quarterly. The meeting will be virtual and will be limited to 60-minutes in duration.
- VDOT will be solely responsible for commitments related to project schedule, budget and scope; and will not be liable for commitments made on behalf of VDOT by others.
- The project scope will be defined during the Scoping Phase and will be subject to budgetary and structural limitations. VDOT reserves the right to reject any requested changes to the project scope made after Scoping Approval.
 - VDOT and the City shall coordinate to obtain Location, Character, and Extent approval as required pursuant to City of Richmond Charter Section 17.07. Obtaining such approval will require review by the City Planning Commission (CPC), the City's Urban Design Committee (UDC) if referred thereto by the CPC prior to the completion of VDOT's Scoping Phase.
 - During Scoping, VDOT will evaluate the ability to include wider sidewalks, architectural treatment, overlook parapets, lighting, and other improvements as part of the scope.
- By execution of this Agreement, all necessary City of Richmond permits will be established and the requirements will be considered satisfied allowing VDOT and its contractors to perform the work necessary for design and construction of the project without any additional processing or fees.
- VDOT shall require its contractors to indemnify the City to the same extent of such contractors' indemnity obligations to VDOT and to list the City as an additional insured on all of such contractors' required insurance with the exception of employer's liability insurance.

Authorized Locality Official Signature and Date

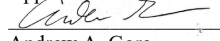
Authorized VDOT Official Signature and Date

Printed Name of Locality Official

Printed Name of VDOT Official

Title of Locality Official

Approved as to form:


 Andrew A. Gore
 Assistant City Attorney

Title of VDOT Official