

INTRODUCED: January 9, 2023

AN ORDINANCE No. 2023-026

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 installation of a pedestrian hybrid beacon at the intersection of Hull Street and East 29th Street to provide for safe pedestrian crossing.

Patrons – Mayor Stoney and Ms. Lynch

Approved as to form and legality
by the City Attorney

PUBLIC HEARING: FEB 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 installation of a pedestrian hybrid beacon at the intersection of Hull Street and East 29th Street to provide for safe pedestrian crossing. The Standard Project Administration Agreement shall be

AYES: 9 NOES: 0 ABSTAIN: _____

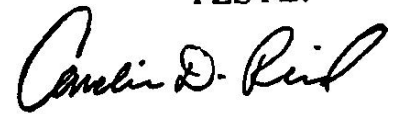
ADOPTED: FEB 13 2023 REJECTED: _____ STRICKEN: _____

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 cursive script, reading "Carolin D. Reed".

City Clerk



DEPARTMENT OF PUBLIC WORKS

O&R REQUEST

DATE: October 7, 2022

EDITION: 1

TO: The Honorable Members of City Council

THROUGH: The Honorable Levar M. Stoney; Mayor

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

Sabrina Joy-Hogg
Digitally signed by Sabrina Joy-Hogg
Date: 2022.12.06 16:26:08

THROUGH: Sabrina Joy-Hogg; Deputy Chief Administrative Officer- Finance and Administration

THROUGH: Sheila White; Director of Finance

Sheila D. White,
Director of Finance
Digitally signed by Sheila D. White,
Director of Finance
Date: 2022.12.05 09:55:59 -0500

THROUGH: Jason May; Director of Budget & Strategic Planning

Jason May
Digitally signed by Jason May
Date: 2022.10.14 13:12:02 -04'00'

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

April Bingham
Digitally signed by April Bingham
Date: 2022.10.13 13:03:17 -04'00'

THROUGH: Bobby Vincent Jr.; Director of Public Works

Bobby Vincent
Digitally signed by Bobby Vincent
Date: 2022.10.12 08:51:39 -04'00'

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

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

RE: TO AUTHORIZE THE CHIEF ADMINISTRATIVE OFFICER OR DESIGNEE TO EXECUTE STANDARD CITY STATE AGREEMENTS FOR TRANSPORTATION ALTERNATIVE (TA) PROGRAM PROJECTS

ORD. OR RES. No. _____

PURPOSE: To authorize the Chief Administrative Officer (CAO) or designee, for and on behalf of the City of Richmond, to execute standard City / State agreements for four Transportation Alternative (TA) Program projects for the biennial FY2023-FY2024 Federal Transportation Alternatives Program for the below Projects:

1. State Route 147 (Main Street) Pedestrian Safety Curb Extensions-Phase I: From Belvidere Street to Arthur Ashe Boulevard;
2. Forest Hill Avenue Bike and Pedestrian Improvements: From 41st Street to 43rd Street;
3. State Route 147 (Cary Street) Pedestrian Safety Curb Extensions-Phase II: From Belvidere Street to Arthur Ashe Boulevard;
4. Rte. 360 (Hull Street) Pedestrian Hybrid Beacon (PHB): at the intersection of 29th Street;



DEPARTMENT OF PUBLIC WORKS

REASON: The Virginia Department of Transportation (VDOT) requests that the City enter into an agreement for the development and administration of four approved and funded FY23-FY24 Transportation Alternative Program Projects.

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

BACKGROUND: The Bipartisan Infrastructure Law (BIL) continues the Transportation Alternatives Program (TAP) set-aside from the Surface Transportation Block Grant (STBG) program. Eligible uses of the set-aside funds include all projects and activities that were previously eligible under the TAP under the Moving Ahead for Progress in the 21st Century Act (MAP-21). This encompasses a variety of smaller-scale transportation projects such as pedestrian and bicycle facilities, recreational trails, safe routes to school projects, community improvements such as historic preservation and vegetation management, and environmental mitigation related to storm water and habitat connectivity.

The Virginia Department of Transportation requires all TAP projects to be funded through a competitive process. This funding program mandates 20% in matching funds to be supplied by the applicant and the City be responsible for operating and maintenance cost of TAP improvements.

VDOT requested a biennial application submittal for fiscal years 2023 and 2024 for the TAP. The deadline to submit the City's application to VDOT to participate in the FY23-FY 24 TAP was October 1st, 2021. The City submitted eleven competitive applications and was approved for funding for four applications which are listed in this ordinance.

1. State route 147 (Main Street) Pedestrian Curb Extensions - Phase I (UPC 121412)

This project is a low cost systemic approach to improve pedestrian safety and access along State Route 147 (Main Street) from US Route 1 (Belvidere Street) to State Route 161 (Arthur Ashe Boulevard). This project constructs pedestrian safety curb extensions on the upstream side of the cross streets to guarantee a narrower crossing distance for people crossing the street, managed speeds, and permanently preserve sight distance on the cross street. State Route 147 has been identified by VDOT's Pedestrian Safety Action Plan as a corridor that is over-represented by pedestrian crashes. The dense mixed land use anchored by the Virginia Commonwealth University, the Fan District, and the Museum District makes it an ideal candidate for these curb extensions. The corridor also serves a robust commercial district and Binford Middle School. The proposed improvements plus ancillary items will address long standing safety concerns expressed by the community.



DEPARTMENT OF PUBLIC WORKS

The total estimated cost for the State Route 147 (Main Street) Pedestrian Curb Extensions Phase I project is \$484,026. The amount of \$387,221 (80%) will be covered by the federal funds (TAP), and the amount of \$96,805 (20%) will be covered by City's match.

2. Forest Hill Ave Bike/ Pedestrian Improvement (UPC 121414)

This project reduces pedestrian crossing distances along this urban arterial utilizing traffic calming measures on Forest Hill Avenue at 41st Street and 43rd Street. The project also intends to move existing RRFBs closer towards vehicle traffic in order to increase conspicuity of the beacons to gain greater pedestrian stopping/yielding compliance by motorists. The intersection treatments will also resolve vehicle conflicts thus improving traffic flow. This project is supported by the James River Park System Master Plan which recognizes the importance of providing safe bicycle and pedestrian access along, and across Forest Hill Avenue as the park system is proximate to this arterial, and Forest Hill Park fronts this roadway.

The total estimated cost for the Forest Hill Ave Bike/ Ped improvement project is \$554,711. The amount of \$443,769 (80%) will be covered by the federal funds (TAP), and the amount of \$110,942 (20%) will be covered by City's match.

3. Rte. US 360 Hull Street Pedestrian Hybrid Beacon (PHB) at the intersection of 29th Street (UPC 121415)

The purpose of this project is to install a PHB on US Route 360 (Hull Street) at 29th Street to provide a place for people of all ages and abilities to safely cross the street. 29th Street is adjacent to transit stops and several commercial and institutional establishments. It also serves as a connector to Carter Jones Park for the Swansboro Neighborhood

The total estimated cost for the Rte. US 360 PHB project is \$246,409 project. The amount of \$197,127 (80%) will be covered by the federal funds (TAP), and the amount of \$49,282 (20%) will be covered by City's match.

4. State Route 147 (Cary Street) Pedestrian Curb Extensions-Phase II (UPC 121416)

This project is a low cost systemic approach to improve pedestrian safety and access along State Route 147 (Cary Street) from State Route 161 (Arthur Ashe Boulevard) to US Route 1 (Belvidere Street). This project constructs pedestrian safety curb extensions on the upstream side of the cross streets to guarantee a narrower crossing distance for people crossing the street, managed speeds, and permanently preserve sight distance on the cross street. State Route 147 has been identified by



DEPARTMENT OF PUBLIC WORKS

VDOT's Pedestrian Safety Action Plan as a corridor that is over-represented by pedestrian crashes. The dense mixed land use anchored by Carytown, the Museum District, the Fan District and Virginia Commonwealth University makes it an ideal candidate for these curb extensions. The corridor also serves a robust commercial district and Binford Middle School. The proposed improvements plus ancillary items will address long standing safety concerns expressed by the community.

The total estimated cost for the State Route 147 (Cary Street) Pedestrian Curb Extensions Phase II project is \$503,109. The amount of \$402,487 (80%) will be covered by the federal funds (TAP), and the amount of \$100,622 (20%) will be covered by City's match.

FISCAL IMPACT / COST: \$357,651. The City's participation will be 20% (\$357,651) of the total cost of these projects which to be budgeted through the FY24 CIP Budget Process.

FISCAL IMPLICATIONS: Not accepting the federal funds will result in a loss of potential revenue and in foregoing or paying for safety improvements using City funds.

BUDGET AMENDMENT NECESSARY: No. The City's 20% (\$357,651) required match to be budgeted through the FY 24 CIP Budget Process.

REVENUE TO CITY: \$1,430,604 total federal TAP funds.

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 (LUHT) on November 22, 2022

CONSIDERATION BY OTHER GOVERNMENTAL ENTITIES: None

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).



DEPARTMENT OF PUBLIC WORKS

RELATIONSHIP TO EXISTING ORD. OR RES.: Res 2021-R061 (SR147 Main Street Phase I), Res 2021-R053 (Forest Hill Avenue), Res 2021-R058 (US360 Hull Street Pedestrian Hybrid Beacon) and Res 2021-R060 (SR 147 Cary Street Phase II).

REQUIRED CHANGES TO WORK PROGRAM(S): None

ATTACHMENTS: City State Agreements for four approved Projects

STAFF: Lamont L. Benjamin, PE, Capital Projects Administrator, DPW, 646-6339
Adel Edward, P.E., Project Manager, DPW 646-6584.

STANDARD PROJECT ADMINISTRATION AGREEMENT
Federal-aid Projects

Project Number	UPC	Local Government
EN22-127-136	121415	Hull St (Rte. 360) Pedestrian Hybrid Beacon City of Richmond

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

WHEREAS, the LOCALITY has expressed its desire to administer the work described in Appendix A, and such work for each improvement shown in Appendix A is hereinafter referred to as the “Project;” and

WHEREAS, the funds shown in Appendix A have been allocated to finance the Project; and

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

WHEREAS, the LOCALITY is responsible for administering the Project in accordance with DEPARTMENT guidelines, including the most current *Locally Administered Projects Manual* (“LAP Manual”), and with the program specific requirements shown in Appendix B, based on the nature of the allocated funding for the Project as shown in the Appendix A; and

WHEREAS, the Parties have concurred in the DEPARTMENT’s administration of the specific Project services shown in Appendix C; and

WHEREAS, the Parties have concurred in the LOCALITY's administration of all phases of work for the Project in accordance with applicable federal, state and local laws and regulations; and

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

NOW THEREFORE, in consideration of the mutual premises contained herein, the Parties hereto agree as follows:

1. The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Section 1.
2. The LOCALITY shall:
 - a. Be responsible for all activities necessary to complete the noted phase(s) of the Project as shown in Appendix A, except for activities, decisions, and approvals which are the responsibility of the DEPARTMENT, as expressly required by federal or state laws and regulations, or as otherwise agreed to, in writing, between the Parties. Every phase of the Project will be designed and constructed to meet or exceed current American Association of State Highway and Transportation Officials standards when the facilities are locally maintained and shall further comply with all supplementary standards established by the DEPARTMENT when the facilities are maintained by the DEPARTMENT.
 - b. Meet all funding obligation and expenditure timeline requirements in accordance with all applicable federal and state laws and regulations, all applicable Commonwealth Transportation Board and DEPARTMENT policies, and those additional requirements as identified in Appendices A and B to this Agreement. Noncompliance with this requirement may result in deallocation of the funding from the Project, rescission of state funding match, termination of this Agreement, or the DEPARTMENT's denial of future requests to administer projects by the LOCALITY, all of which actions are at the discretion of the DEPARTMENT or as can be taken pursuant to applicable laws, regulations, or policies.
 - c. Receive prior written authorization from the DEPARTMENT to proceed with preliminary engineering, right-of-way acquisition and utility relocation, advertisement and award for the Project, as required in the most current LAP Manual and other applicable DEPARTMENT guidelines.
 - d. Administer the Project in accordance with the DEPARTMENT's most current LAP Manual and other guidelines applicable to Locally Administered Projects as published by the DEPARTMENT.
 - e. Maintain accurate and complete records of the Project's development as required in the LAP Manual and any supplemental guidance and directives of the DEPARTMENT and retain documentation of all expenditures and make such information available for inspection or auditing by the DEPARTMENT upon request. Records and documentation for the Project shall be maintained for no less than three (3) years following the DEPARTMENT'S acceptance of the final voucher on the Project.
 - f. At least quarterly, but no more frequently than monthly, submit invoices with supporting documentation to the DEPARTMENT in the form prescribed by the DEPARTMENT. The supporting documentation shall include copies of vendor and contractor invoices paid by the LOCALITY, an up-to-date Project summary and

- schedule, and a summary of all payment requests, payments and adjustments. A request for reimbursement shall be made within 90 days after any eligible Project expenses are incurred by the LOCALITY. Reimbursement for eligible expenditures shall not exceed funds allocated each year for the Project by the Commonwealth Transportation Board in the Six Year Improvement Program.
- g. Acknowledges that for federally-funded projects and pursuant to 2 CFR § 200.339, Remedies for Noncompliance, failure to comply with federal laws and regulations, or the terms and conditions of federal awards, may result in the imposition of sanctions including but not limited to possible denial or delay of payment of all or a part of the costs associated with the activity or action not in compliance.
 - h. Reimburse the DEPARTMENT for all Project expenses incurred by the DEPARTMENT if, due to action or inaction of the LOCALITY, federally-funded Project expenditures incurred are not reimbursed by the Federal Highway Administration (FHWA), or reimbursements are required to be returned to the FHWA, or in the event the reimbursement is required by the provisions of § 33.2-214 or § 33.2-331 of the Code of Virginia (1950), as amended, or other applicable provisions of federal, state, or local law or regulations.
 - i. On projects that the LOCALITY is providing the required match to state or federal funds, pay the DEPARTMENT the LOCALITY's match for eligible Project expenses incurred by the DEPARTMENT in the performance of activities set forth in paragraph 2.a.
 - j. Administer the Project in accordance with all applicable federal, state, and local laws and regulations. Failure to fulfill legal obligations associated with the Project may result in forfeiture of federal or state-aid reimbursements.
 - k. If legal services other than that provided by staff counsel are required in connection with condemnation proceedings associated with the acquisition of Right-of-Way, the LOCALITY will consult the DEPARTMENT to obtain an attorney from the list of outside counsel approved by the Office of the Attorney General. Costs associated with outside counsel services shall be reimbursable expenses of the Project.
 - l. Provide, or have others provide, maintenance of the Project upon completion, unless otherwise agreed to by the DEPARTMENT. Where the Project results in physical construction, the LOCALITY will continue to operate and maintain the Project in accordance with the final constructed design as approved by the DEPARTMENT. The LOCALITY agrees that any modification of the approved design features, without the approval of the DEPARTMENT, may, at the discretion of the DEPARTMENT, result in restitution either physically or monetarily as determined by the DEPARTMENT.

3. The DEPARTMENT shall:

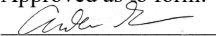
- a. Perform any actions and provide any decisions and approvals, within a reasonable time, which are the responsibility of the DEPARTMENT, required by federal and state laws and regulations, or as otherwise agreed to, in writing, between the parties, and provide necessary coordination with the FHWA as determined to be necessary by the DEPARTMENT.
 - b. Upon receipt of the LOCALITY's invoices pursuant to paragraph 2.f., reimburse the LOCALITY the cost of eligible Project expenses, as described in Appendix A. Such reimbursements shall be payable by the DEPARTMENT within 30 days of an acceptable submission by the LOCALITY.
 - c. Where applicable, submit invoices to the LOCALITY for the LOCALITY's share of eligible Project expenses incurred by the DEPARTMENT in the performance of activities pursuant to paragraphs 2. a. and 3.a.
 - d. Audit the LOCALITY's Project records and documentation as may be required to verify LOCALITY compliance with federal and state laws and regulations.
 - e. Upon LOCALITY'S request, make available to the LOCALITY guidelines to assist the Parties in carrying out responsibilities under this Agreement.
4. If designated by the DEPARTMENT, the LOCALITY is authorized to act as the DEPARTMENT's agent for the purpose of conducting survey work pursuant to § 33.2-1011 of the Code of Virginia (1950), as amended.
 5. Nothing in this Agreement shall obligate the Parties hereto to expend or provide any funds in excess of funds agreed upon in this Agreement or as shall have been included in an annual or other lawful appropriation. State and federal Project funding is limited to those identified in the Appendix A of this Agreement and is allocable only upon LOCALITY's compliance with all requirements of this Agreement. In the event the cost of all or part of the Project is anticipated to exceed the allocation shown on Appendix A, the Parties agree to cooperate in seeking additional funding for the Project or to terminate the Project before Project costs exceed the allocated amount. Any requested increase in federal or state funding is subject to DEPARTMENT policy and procedures applicable to the funding source and is not guaranteed.
 6. Nothing in this Agreement shall be construed as a waiver of the LOCALITY's or the Commonwealth of Virginia's sovereign immunity.
 7. The Parties mutually agree and acknowledge, in entering this Agreement, that the individuals acting on behalf of the Parties are acting within the scope of their official authority and capacity and the Parties agree that neither Party will bring a suit or assert a claim against any official, officer, or employee of either Party, in their individual or personal capacity for a breach or violation of the terms of this Agreement or to otherwise enforce the terms and conditions of this Agreement. The foregoing notwithstanding,

nothing in this subparagraph shall prevent the enforcement of the terms and conditions of this Agreement by or against either Party in a competent court of law.

8. The Parties mutually agree that no provision of this Agreement shall create in the public, or in any person or entity other than the Parties, rights as a third party beneficiary hereunder, or authorize any person or entity, not a party hereto, to maintain any action for, without limitation, personal injury, property damage, breach of contract, or return of money, or property, deposit(s), cancellation or forfeiture of bonds, financial instruments, pursuant to the terms of this Agreement or otherwise. Notwithstanding any other provision of this Agreement to the contrary, unless otherwise provided, the Parties agree that the LOCALITY or the DEPARTMENT shall not be bound by any agreements between either party and other persons or entities concerning any matter which is the subject of this Agreement, unless and until the LOCALITY or the DEPARTMENT has, in writing, received a true copy of such agreement(s) and has affirmatively agreed, in writing, to be bound by such Agreement.
9. This Agreement may be terminated by either Party upon 30 days advance written notice to the other Party. Eligible Project expenses incurred through the date of termination shall be reimbursed in accordance with paragraphs 2.f, 2.h., and 3.b, subject to the limitations established in this Agreement and Appendix A. Upon termination and unless otherwise agreed to, the DEPARTMENT shall retain ownership of plans, specifications, and right of way, unless all state and federal funds provided for the Project have been reimbursed to the DEPARTMENT by the LOCALITY, in which case the LOCALITY will have ownership of the plans, specifications, and right of way.
10. Prior to any action pursuant to paragraphs 2.b, 2.g. or 2.h. of this Agreement, the DEPARTMENT shall provide notice to the LOCALITY with a specific description of the LOCALITY's breach of this Agreement. Upon receipt of a notice of breach, the LOCALITY will be provided the opportunity to cure such breach or to provide a plan to cure to the satisfaction to the DEPARTMENT. If, within sixty (60) days after receipt of the written notice of breach, the LOCALITY has neither cured the breach, nor is diligently pursuing a cure of the breach to the satisfaction of the DEPARTMENT, then upon receipt by the LOCALITY of a written notice from the DEPARTMENT stating that the breach has neither been cured, nor is the LOCALITY diligently pursuing a cure, the DEPARTMENT may exercise any remedies it may have under this Agreement or at law or in equity.
11. THE LOCALITY and DEPARTMENT acknowledge and agree that this Agreement has been prepared jointly by the Parties and shall be construed simply and in accordance with its fair meaning and not strictly for or against any Party.
12. THIS AGREEMENT, when properly executed, shall be binding upon both Parties, their successors, and assigns.
13. THIS AGREEMENT may be modified only in writing by mutual agreement of the Parties.

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

CITY OF RICHMOND, VIRGINIA:

Approved as to form:

Andrew A. Gore
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 121415
- Appendix B
- Appendix C 121415

Appendix A - Locally Administered

Revision: New

Prepared Date: 8/10/2022

Project Details

UPC: 121415 State Project #: EN22-127-136 CFDA #: 20.205 Locality UEI #: EG4LF5GYLK81

Locality: City of Richmond Address: 900 East Broad St., Richmond, VA 23219-1907

Work Description: Installation of a pedestrian hybrid beacon (PHB) on Hull St (Rt 360) at 29th St; project includes installation of the PHBs signals, high visibility crosswalk, and wheelchair ramps. Project Location (Zip +4): 23220-0000

FROM: Hull St / 29th St TO: Hull St / 29th St

Project Points of Contact

Locality Project Manager
Name: Adel Edward
Phone: 804.646.6584
Email: Adel.Edward@rva.gov

VDOT Project Coordinator
Name: Marshall Hartless
Phone: 276.591.9559
Email: Marshall.Hartless@VDOT.Virginia.gov

Project Estimates

Table with 5 columns: Category, Preliminary Engineering, Right of Way and Utilities, Construction, Total. Rows include Estimated Locality Project Expenses, Estimated VDOT Project Oversight, Estimated VDOT Project Services, and Estimated Total Project Costs.

Project Financing

Table with 6 columns: Allocated Funds Type, Allocated Funds Amount, Local % Participation, Local Share Total, Max Reimbursement to Locality, Total Estimated Reimbursement to Locality. Includes Transportation Alternatives and Funding Totals.

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.

Federal-Aid Agreement

Appendix B – Special Funding Program Conditions and Requirements

Project Number	UPC	Local Government
EN22-127-136	121415	Hull St (Rt. 360) Pedestrian Hybrid Beacon 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 Local Government Signature and Date

Printed Name of Local Government

Appendix C – Department Project Specific Services

Project Number	UPC	Local Government
EN22-127-136	121415	Hull St (Rt. 360) Pedestrian Hybrid Beacon City of Richmond

Service Description	Detailed Scope	Estimate (\$)
Environmental Services	Coordination and preparation of environmental document as required by federal funding	\$ 12,170
Total Estimated Costs of Services		\$ 12,170

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