

**MEMORANDUM OF AGREEMENT
BETWEEN
THE CITY OF CHARLOTTESVILLE AND
THE VIRGINIA DEPARTMENT OF
TRANSPORTATION**

This MEMORANDUM OF AGREEMENT (MOA) is hereby made and entered into as of the date of last execution, between the City of Charlottesville, Virginia (hereinafter “City”) and the Virginia Department of Transportation (hereinafter “VDOT”), (hereinafter collectively referred to as “the Parties”).

- I. **PURPOSE:** The purpose of this MOA is to establish communication and coordination procedures between the City and VDOT in instances where VDOT has agreed to administer/lead in administration of specific projects located within the bounds of the City.
- II. The City and VDOT are jointly committed to improving roadway safety, including pedestrian and bicyclist safety, and we will work collaboratively in the planning, design, and construction of transportation projects.

II. **STATEMENT OF MUTUAL BENEFIT AND INTERESTS:**

For the City and VDOT, effectiveness is achieved by transportation projects that are scoped, planned, designed, and constructed with appropriate engineering standards and safety considerations. And once complete, effectiveness is achieved by these same projects meeting eligibility for both City maintenance and future VDOT maintenance funding reimbursements.

For the City and VDOT, it is mutually beneficial to administer and deliver projects in a timely and cost-efficient manner.

For the City, effectiveness is also measured by transportation planning and design that includes consideration of City objectives and emphasizes Urban Design, including multimodal transportation.

VDOT acknowledges Urban Design elements are necessary and appropriate in the City and that the City will receive incremental, time constrained opportunities for staff and the citizenry to participate in scoping, planning, design and construction of projects administered by VDOT located within the City’s urban environment.

This MOA seeks to enhance coordination, cooperation and the mutual understanding of transportation project development and delivery between the Parties. It documents mutual agreement regarding specific time constraints and project development practices to be followed as a means to achieve these purposes (See Attachment A – Project Development Responsibilities).

In consideration of the above premises, the parties agree to the following Roles and Responsibilities:

III. **WHEN ADMINISTERING PROJECTS IN CHARLOTTESVILLE, VDOT SHALL:**

- A. Administer Federal-aid and VDOT highway funding allocated by the Commonwealth Transportation Board and function as the lead agency, with

more specific duties pursuant to that role being set forth herein and in the agreements executed by the Parties relating to the administration and implementation of specific projects (Project Agreement or Project Agreements).

- B. On a project-by-project basis, develop a Design Criteria table that is mutually acceptable to both the City and VDOT.
- C. Administer the Public Involvement process in accordance with the VDOT Public Involvement Manual. This includes administration of design public hearings. On a project-by-project basis, VDOT will collaborate with the City to determine if a community member information meeting(s) may be used in the public involvement process.
- D. Facilitate the Right of Way acquisition process on behalf of the City and to the extent it is necessary for VDOT to engage in Right of Way acquisition for a project, VDOT will do so in accordance with the federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and related regulations and VDOT Right of Way Manual.
- E. Be responsible for planning, location, scoping, design, and construction of safe and efficient transportation facilities that benefit the public.
- F. Include the City in project meetings routinely conducted from time to time related to scope kick off, Preliminary Field Inspection (PFI) plans submissions, Field inspections, Right of Way, Pre Advertisement for Construction (PAC) meetings and other project related meetings where City input may be required.
- G. Will be responsible for social, equity, economic, and environmental effects of transportation projects during the planning, development, and construction of transportation projects.
- H. Administer transportation projects as requested by the City, to the extent VDOT agrees in its sole discretion that a requested project benefits transportation and to the extent that VDOT determines in its sole discretion that significant benefit could be derived from VDOT's administration of the project.
- I. Establish and maintain points of contact with those who are delegated specific authority by the City to make transportation planning, design and construction decisions within mutually agreeable timeframes.
- J. Prepare acceptable design criteria that complies with agreed upon City and/or VDOT standards as determined by VDOT, and in doing so:
 - Document design exceptions.
 - At the earliest date possible, obtain sign-off from the City pertaining to the scoping and design criteria to be used for project development throughout the Engineering, Right of Way, and Construction phases of project development.

IV. THE CITY SHALL:

- A. Partner with VDOT in transportation project planning, scoping, design, and construction activities to facilitate efficient development and completion of the project and to ensure minimal changes throughout the process that could hinder or delay the project.
- B. On a project-by-project basis, participate in developing a Design Criteria table that is mutually acceptable to both the City and VDOT. Design criteria will identify variances between City and VDOT standards and document them with the VDOT project manager.
- C. As described in Attachment A - Project Development Responsibilities, establish and maintain points of contact for City decision makers. The City and VDOT will clearly designate those who will make transportation planning, scoping, design and construction decisions.
- D. Attend project meetings routinely conducted from time to time and related to scope kick off, PFI plans submissions, Field inspections, Right of Way, Pre- Advertisement for Construction (PAC) and all other project related meetings upon request from VDOT.
- E. Make transportation planning, scoping, design, and construction decisions within mutually agreeable timeframes.
- F. Provide formal and informal written responses, data, and information upon request from VDOT and at specific project check points and milestones to maintain overall project schedules and mitigate, to the greatest extent possible, budget increases.
- G. Maintain documentation of design exceptions in the City's project files for the life of the asset constructed.
- H. Advise VDOT on Maintenance of Traffic considerations throughout the project development process and at specific project checkpoints and milestones to maintain overall project schedules and mitigate to the greatest extent possible, budget increases.
- I. On a project by project basis, review contract documents and special provisions and provide comment to VDOT's contract section related to events, college activities, festivals, holidays, regular working hours, and night working hours for purposes of informing and developing mutually agreeable contract provisions that will provide for reasonable accommodation for such matters and issues.
- J. Review and provide input and feedback to VDOT relating to construction pick lists/options and special provisions, for incorporation in the terms of contract proposals developed by VDOT. Specifically, provide input and feedback relating to items, materials, aesthetic design features, and acceptable construction items to be included in contract special provisions at project scoping, and throughout development, but in no case other than unforeseen conditions, beyond contract advertisement.

- K. Upon completion of a project's public hearing, provide a City Council hearing approval resolution. If approval is withheld, denied or deferred by City Council beyond two consecutive public readings, projects may be brought before the Commonwealth Transportation Board for project cancellation at VDOT's discretion.
- V. The City acknowledges that upon City Council's consent and approval of a project's public hearing, that a project's scope, schedule, and estimate will only be revised in the event VDOT determines such revision is required.
- VI. The Parties agree and understand that: this MOA is intended to serve as a supplemental arrangement to address their overall cooperation relating to projects within the City to be administered by VDOT; this MOA contains the entire agreement and understanding of the Parties regarding the subject matter herein; and this MOA may not be amended, modified or discharged except by a written instrument signed by the Parties. Notwithstanding, the Parties agree that to the extent the terms of this MOA are not consistent with or conflict with the terms of any specific Project Agreement executed by the Parties relating to the administration and implementation of a project, the terms of the Project Agreement shall prevail.
- VII. VDOT's obligations pursuant to this MOA shall not be valid and enforceable unless funds are appropriated by the Virginia General Assembly and allocated by the Commonwealth Transportation Board.
- VIII. If any term or provision of this MOA or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this MOA, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of the MOA shall be valid and be enforced to the fullest extent permitted by applicable law.
- IX. The Parties mutually agree that no provision of this MOA 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 MOA or otherwise.
- X. The Parties mutually agree and acknowledge, in entering this MOA, that the individuals acting on behalf of the Parties are acting within the scope of their official authority 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 MOA or to otherwise enforce the terms and conditions of this MOA.
- XI. Nothing in this MOA shall constitute or be construed as a waiver of either Party's sovereign immunity
- XII. Either Party may elect to terminate this MOA by providing 90-day written notice to the other Party, however in the event of any such termination the terms of this MOA shall continue to apply to any project that is underway at the time of termination unless otherwise agreed by

the Parties.

IN WITNESS WHEREOF, the Parties, intending to be bound, have caused this MOA to be executed by their duly authorized representatives:

VIRGINIA DEPARTMENT OF TRANSPORTATION: CITY OF CHARLOTTESVILLE

By: _____
 [Name] _____
Title: _____
Date _____

By: _____
 [Name] _____
Title: _____
Date: _____

ATTACHMENT A - Project Development Responsibilities

Project Milestone	City POC	VDOT POC	City Response Time	Full Activity Duration	Outcome
Project selection and Funding Application	Neighborhood Services Director	District Planner District Project Development Engineer (DPDE)	15 Business Days	Reference Culpeper Concept Guide	Mutually Agreed Upon Project/Application
Scoping Kick-Off	Public Works Director	District L&D Engineer	5 Business Days	10 Business Days	Mutually Agreed Upon Scope
Final Scope and PFI Plan Review	Public Works Director	District L&D Engineer	15 Business Days	20 Business Days	Mutually Acceptable Final Scope and 30% Plan Design
Approve Design Exceptions	City Engineer	District L&D Engineer	20 Business Days (Prior to Public Hearing)	25 Business Days (Prior to Public Hearing)	Mutually Agreed Upon Signed Exceptions
Scope Memo Signed by City	Neighborhood Services Director	DPDE	5 Business Days	10 Business Days	VDOT Scoping Activity Closed
Design Public Hearing/Design Approval	City Manager via Public Works Director	DPDE via District L&D Engineer	60 Business Days/ within 2 Consecutive Council Readings	10 Business Days	Council Consent as Recorded in Agenda Minutes

Project Milestone	City POC	VDOT POC	City Response Time	Full Activity Duration	Outcome
Tier 1 Right of Way Approval	Public Works Director	District Engineer via DPDE	15 Business Days	20 Business Days	Acceptable Right of Way Plans
Right of Way Acquisition	Right of Way Agent	Regional Right of Way Engineer	TBD Project-by-Project	N/A	All R/W Utilities Cleared
Utility(s) Relocation	Utilities Director	District L&D Engineer	TBD Project-by-Project	N/A	All Utilities Identified and Cleared
Pre-Advertisement Conference (PAC)	Public Works Director	District L&D Engineer	15 Business Days	20 Business Days	Acceptable 100% Design, Specifications, and Special Provisions
Tier 1 Construction Approval	Public Works Director	District Engineer via DPDE	15 Business Days	20 Business Days	Acceptable Plans Specifications, and Estimates for Advertisement
Pre- Construction Agenda Review	Public Works Director	Area Construction Engineer	5 Business Days	5 Business Days	Acceptable Agenda
Materials Review	Public Works Director	District Materials Engineer	5 Business Days	5 Business Days	Mutually Agreeable Materials

Construction Change orders	Public Works Director	Area Construction Engineer	5 Business Days	5 Business Days	Mutually Agreeable Change Orders Executed
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