

INTRODUCED: March 9, 2020

AN ORDINANCE No. 2020-084

To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to execute an Urban Project Construction Agreement between the City of Richmond and the Virginia Department of Transportation to provide funding for the design, construction, and maintenance of safety improvements to Laburnum Avenue at the southbound and northbound ramps of Virginia Route 195.

Patron – Mayor Stoney

Approved as to form and legality
by the City Attorney

PUBLIC HEARING: MAR 23 2020 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 an Urban Project Construction Agreement between the City of Richmond and the Virginia Department of Transportation to provide funding for the design, construction, and maintenance of safety improvements to Laburnum Avenue at the southbound and northbound ramps of Virginia Route 195. The Urban Project Construction

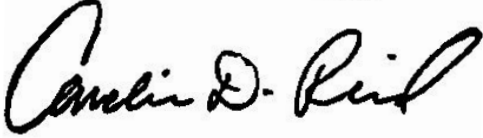
AYES: 9 NOES: 0 ABSTAIN: _____

ADOPTED: MAY 26 2020 REJECTED: _____ STRICKEN: _____

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:**

A handwritten signature in black ink, appearing to read "Candice D. Reed". The signature is written in a cursive style with a large initial 'C'.

City Clerk



CITY OF RICHMOND

INTRACITY CORRESPONDENCE

O & R REQUEST
2020-019
FEB 12 2020

O&R REQUEST

Office of the
Chief Administrative Officer
EDITION: 1

DATE: February 11, 2020
TO: The Honorable Members of City Council
THROUGH: The Honorable Levar M. Stoney, Mayor
THROUGH: Lenora Reid, Acting Chief Administrative Officer
THROUGH: Robert C. Steidel, Deputy Chief Administrative Officer- Operations
THROUGH: Bobby Vincent, Director of Public Works
THROUGH: M. S. Khara, PE, City Engineer
FROM: Lamont Benjamin, PE, Capital Projects Administrator

LB 2/21/2020

Lenora Reid

Robert C. Steidel

M. S. Khara

LB

RECEIVED

FEB 27 2020

OFFICE OF THE CITY ATTORNEY

RE: TO AUTHORIZE THE ACTING CHIEF ADMINISTRATIVE OFFICER (CAO) OR DESIGNEE TO EXECUTE A STANDARD CITY/STATE AGREEMENT FOR THE DESIGN, CONSTRUCTION AND MAINTENANCE OF "LABURNUM AVE - IMPROVE INTERCHANGE AT RTE 195." (LABURNUM ROUNDABOUT).

ORD. OR RES. NO: _____

PURPOSE: To authorize the Acting Chief Administrative Officer or designee to execute a standard City/State agreement for the design, construction and maintenance of "LABURNUM AVE - IMPROVE INTERCHANGE AT RTE 195, Project #U000-127-969; UPC # 109311."

REASON: The Virginia Department of Transportation (VDOT) requests that the City of Richmond enter into an agreement for design, construction and maintenance of the LABURNUM AVE - IMPROVE INTERCHANGE AT RTE 195.

RECOMMENDATIONS: Department of Public Works recommends approval of this Ordinance.

BACKGROUND: The 2013 I-95/I-64 Overlap Study conducted by the Virginia Department of Transportation identified potential transportation capacity and safety improvements within the 10-mile study area. Several potential improvements were identified as part of the study.

In 2015 the Richmond Regional Metropolitan Transportation Planning Organization (RMTPO) requested funding for this project through the HB-2 FY17 funding process.

This project will reconfigure the I-195 and Laburnum Avenue interchange in the City of Richmond to reduce the queuing at both the north bound and south bound ramps and improve safety at these intersections. This interchange consists of two off ramps, one northbound and one southbound, along with one southbound on ramp. To improve the function of this interchange a dedicated left turn lane will be included on the northbound off ramp while the southbound on & off ramps will be realigned to facilitate a connection to the proposed Roundabout. The Roundabout location shifts slightly to the southwest to avoid impacting existing drainage and utility features. Existing drainage features are being maintained to avoid impacting existing utilities. Lighting and landscaping will be part of this project. The project improvements will not require additional right-of-way or easements for utilities.

On December 17, 2017 the Virginia Department of Transportation held a Design Public Hearing in the City of Richmond at Linwood Holton Elementary School. The Public Hearing schedule included a construction begin date of December 2020. The project is currently ahead of schedule with an advertisement date planned for the spring of 2020. The project construction is scheduled to start during the summer of 2020.

The project is funded through Federal and State Smart Scale (HB-2) FY17 funds. The Virginia Department of Transportation is responsible for the project development and construction. No funding is required from the City for the project. The City of Richmond will be responsible for maintenance once construction is complete.

The cost of the improvement project is \$2,435,580.00 and is scheduled to be completed by December 2020.

FISCAL IMPACT/COST: None

FISCAL IMPLICATIONS: The City shall maintain the new facility.

BUDGET AMENDMENT NECESSARY: No.

REVENUE TO CITY: None

DESIRED EFFECTIVE DATE: Upon Adoption.

REQUESTED INTRODUCTION DATE: March 9, 2020

CITY COUNCIL PUBLIC HEARING DATE: March 23, 2020

REQUESTED AGENDA: Consent Agenda

RECOMMENDED COUNCIL COMMITTEE: Land Use, Housing and Transportation March 17, 2020

CONSIDERATION BY OTHER ENTITIES: None

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

RELATIONSHIP TO EXISTING ORD. OR RES: None

REQUIRED CHANGES TO WORK PROGRAMS: None

ATTACHMENTS:

1. Standard City-State agreement.
2. VDOT Public Hearing Graphic (December 7, 2017)

STAFF: M. S. Khara, P.E., City Engineer, 646-5413
Lamont L. Benjamin, P.E., Capital Project Administrator, 646-6339
Winston D. Phillips, PMP, Engineer II, 646-6559 (Project Manager)

URBAN PROJECT CONSTRUCTION AGREEMENT

Project Number	UPC	Project/Street name	Local Government
U000-127-969	I09311	LABURNUM AVENUE	City of Richmond

THIS AGREEMENT, made and executed in triplicate as of this _____ day of _____, 20____, between the COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT" or "VDOT" and the CITY OF RICHMOND, hereinafter referred to as the "MUNICIPALITY".

WHEREAS, the Commonwealth Transportation Board and MUNICIPALITY have allocated funds for #HB2.FY17 LABURNUM AVE - IMPROVE INTERCHANGE AT RTE 195, Project #U000-127-969; UPC #I09311, hereinafter referred to as the "Project"; and

WHEREAS, the MUNICIPALITY has requested that the DEPARTMENT design and construct this project, and the DEPARTMENT has agreed to perform such work; and

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

A. The DEPARTMENT shall:

1. Complete the project as identified in this agreement, advancing such work diligently based upon the schedule identified in Appendix A.
2. Perform or have performed 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 MUNICIPALITY a payment schedule for the municipality's share of estimated project costs for PE and Right of Way and for Construction, in accordance with the tabulation provided in Appendix A, and as follows:
 - a) For the estimated MUNICIPALITY share, the estimated costs and payment schedule for PE and Right of Way will be determined after project scoping
 - b) For the estimated MUNICIPALITY share of construction costs, prior to the award of the construction contract, Appendix A will be modified to reflect estimated construction costs

4. Remit invoices to the MUNICIPALITY for sums owed by MUNICIPALITY in accord with the amounts and schedule set forth in Appendix A.
5. Upon completion of the project, reconcile MUNICIPALITY payments (based on MUNICIPALITY's estimated share of costs) against actual project costs allocable to the MUNICIPALITY, and reimburse MUNICIPALITY for any overpayments by the MUNICIPALITY or remit an invoice to MUNICIPALITY for any underpayment/amount still owed by the MUNICIPALITY.

B. The MUNICIPALITY shall:

1. Remit payments to the DEPARTMENT, in accordance with the amounts and schedule provided in Appendix A, within 30 days of receipt of an invoice issued by the DEPARTMENT .
2. After project completion, operate and maintain the Project, or cause it to be operated and maintained, in accord with applicable DEPARTMENT guidance and standards and in a manner satisfactory to the DEPARTMENT or its authorized representatives and make ample provision each year for such operation and maintenance.
3. After completion of the Project or any part thereof, not permit any reduction in the number of or width of traffic lanes, or any additional median crossovers and enlargement of existing median crossovers, or any alterations to channelization islands, without the prior written approval of the DEPARTMENT.
4. Erect informational, regulatory and warning signs, curb and pavement or other markings and traffic signals in conformance with the standards shown in the current edition of the Manual on Uniform Traffic Control Devices unless otherwise directed or approved by the DEPARTMENT, in writing.
5. Not permit additional access points other than those access points designated on the Project plans, without prior written approval of the DEPARTMENT. MUNICIPALITY understands and agrees that Right of Way for the Project was acquired, in contemplation of rights of access being restricted to points designated on the Project plans.

C. Nothing in this Agreement shall obligate the parties hereto to expend or provide any funds in excess of funds agreed upon in this Agreement, which are set forth as estimates in Appendix A, or as shall have been included in an annual or other lawful appropriation. In the event the cost of a Project is anticipated to exceed the allocation shown for such respective Project, both parties agree to cooperate in providing additional funding for the Project or to terminate the Project before its

costs exceed the allocated amount, however the DEPARTMENT and the MUNICIPALITY shall not be obligated to provide additional funds beyond those appropriated pursuant to an annual or other lawful appropriation.

- D. Should the project be cancelled due to action or inaction by the MUNICIPALITY, the MUNICIPALITY shall be responsible for reimbursement of all funds in accordance with Section 33.2-214 of the Code. The MUNICIPALITY will also be responsible for any costs associated with claims and liabilities due to the early termination of any construction contract(s) or improvement(s) issued pursuant to this AGREEMENT.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK

IN WITNESSETH WHEREOF, the parties sign and cause this AGREEMENT to be executed by their duly authorized officers.

CITY OF RICHMOND, VIRGINIA:

APPROVED AS TO FORM



Assistant City Attorney

Typed or printed name of signatory

Title

Date

Signature of Witness

Date

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:

Chief of Policy

Date

Commonwealth of Virginia

Department of Transportation

Signature of Witness

Date

Attachment

Appendix A (UPC 109311)

VDOT Administered Urban Appendix A

Project Number: U000-127-969

UPC: 109311

CFDA#

20.205 Locality

Date: 1/29/2020

City of Richmond

Project Location ZIP+4: 23227-4315	Locality DUNS # 003133840	Locality Address (incl ZIP+4) 900 East Broad Street Richmond, VA 23219-1907
Project Narrative		
Work Description: #HB2.FY17 LABURNUM AVE - IMPROVE INTERCHANGE AT RTE 195 - RECONFIGURE RTE 195 NB OFF RAMP AND SB OFFON RAMPS AND INSTALL ROUNDABOUT		
From: 0.019 MI W RTE 195 SB OFF RAMP		
To: 0.105 MI E RTE 195 NB OFF RAMP		
Locality Project Manager Contact Info		Winston Phillips (804) 646-5994 Winston.Phillips@richmondgov.com
Department Project Coordinator Contact Info:		Anthony Haverly (804) 937-2781 Anthony.Haverly@vdot.virginia.gov

Project Estimates	
Phase	Estimated Project Costs
Preliminary Engineering	\$457,000
Right of Way & Utilities	\$0
Construction	\$1,978,580
Total Estimated Cost	\$2,435,580

Project Cost and Reimbursement				
Phase	Project Allocation	Funds type (Choose from drop down box)	Local % Participation for Funds Type	Local Share Amount
Preliminary Engineering	\$457,000	Smart Scale (HB2)	0%	\$0
Total PE	\$457,000			\$0
Right of Way & Utilities				
Total RW				
Construction	\$1,978,580	Smart Scale (HB2)	0%	\$0
Total CN	\$1,978,580			\$0
Total Estimated Cost	\$2,435,580			\$0

Total Maximum Reimbursement / Payment by Locality to VDOT	\$0
Total Maximum Reimbursement by VDOT to Locality (Less Local Share and VDOT Expenditures)	

Project Financing				
				Aggregate Allocations
Smart Scale (HB2)				
\$2,435,580				\$2,435,580

Program and Project Specific Funding Requirements

- The LOCALITY will continue to operate and maintain the facility as constructed. Should the design features of the Project be altered by the LOCALITY subsequent to project completion without approval of the DEPARTMENT, the LOCALITY inherently agrees, by execution of this agreement, to make restitution, either physically or monetarily as required by the DEPARTMENT.

Financial Billing

- The Project will be maintained in accordance with VDOT's Urban Manual.
- Project estimate, schedule and commitment to funding are subject to the requirements established in the Commonwealth Transportation Board (CTB) Policy and Guide for Implementation of the SMART SCALE Project Prioritization Process Code of Virginia, and VDOT's Instructional and Informational Memorandums.
- 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 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.
- This Project has been selected through the Smart Scale (HB2) application and selection process and will remain in the SYIP as a funding priority unless certain conditions set forth in the CTB Policy and Guidelines for Implementation of a Project Prioritization Process arise. Pursuant to the CTB Policy and Guidelines for Implementation of a Project Prioritization Process and the SMART SCALE Reevaluation Guide, 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 locality/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 attachment is certified and made an official attachment to this document by the parties to this agreement.

Authorized Locality Official and Date

Authorized VDOT Official and Date

Typed or printed name of person signing

Typed or printed name of person signing

EXECUTED 7-22-2020

URBAN PROJECT CONSTRUCTION AGREEMENT

Project Number	UPC	Project/Street name	Local Government
U000-127-969	109311	LABURNUM AVENUE	City of Richmond

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

- A. The DEPARTMENT shall:
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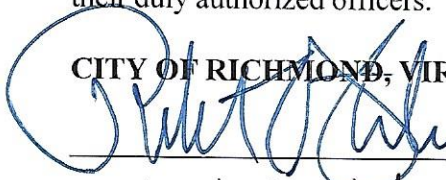

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CITY OF RICHMOND, VIRGINIA:

 on behalf of 

Robert Steidel / Lenora G. Reid

Typed or printed name of signatory

DCAO of Operations / Acting CAO 7/2/2020

Title

Date



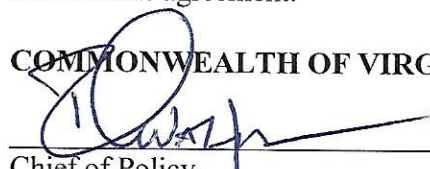
Signature of Witness

7/2/2020

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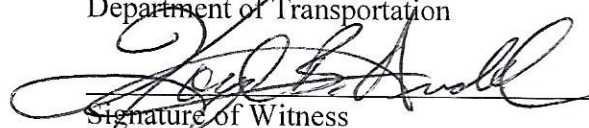


Chief of Policy

Commonwealth of Virginia
Department of Transportation

7/22/20

Date



Signature of Witness

7-22-2020

Date

Attachment

Appendix A (UPC 109311)

VDOT Administered Urban Appendix A

Project Number: U000-127-969

UPC: 109311 CFDA# 20.205 Locality: City of Richmond

Date: 1/29/2020

Project Location ZIP+4: 23227-4315	Locality DUNS # 003133840	Locality Address (incl ZIP+4): 900 East Broad Street Richmond, VA 23219-1907
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Project Narrative		
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From:	0.019 MI W RTE 195 SB OFF RAMP	
To:	0.105 MI E RTE195 NB OFF RAMP	
Locality Project Manager Contact info:	Winston Phillips (804) 646-5994	Winston.Phillips@richmondgov.com
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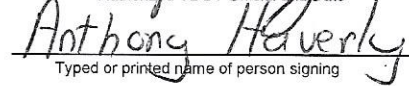
Project Financing				
				Aggregate Allocations
Smart Scale (HB2)	\$2,435,580			\$2,435,580

Program and Project Specific Funding Requirements
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