

INTRODUCED: September 14, 2015

AN ORDINANCE No. 2015-182-187

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 Bellemeade Park Pedestrian Trail and Bridge project.

\_\_\_\_\_  
Patron – Mayor Jones

\_\_\_\_\_  
Approved as to form and legality  
by the City Attorney  
\_\_\_\_\_

PUBLIC HEARING: SEPT 28 2015 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 Bellemeade Park Pedestrian Trail and Bridge project. The Standard Project Administration Agreement shall be approved as to form by the City Attorney and shall be substantially in the form of the document attached to this ordinance.

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

AYES:            7            NOES:            0            ABSTAIN: \_\_\_\_\_

ADOPTED:    SEPT 28 2015    REJECTED: \_\_\_\_\_    STRICKEN: \_\_\_\_\_



CITY OF RICHMOND
INTRACITY CORRESPONDENCE

4-3992
O & R REQUEST

AUG 19 2015

Chief Administration Office
City of Richmond

O&R REQUEST

DATE: August 11, 2015

EDITION: RECEIVED

TO: The Honorable Members of City Council

AUG 20 2015

THROUGH: The Honorable Dwight C. Jones, Mayor

OFFICE OF CITY ATTORNEY

THROUGH: Selena Cuffee-Glenn; Chief Administrative Officer

THROUGH: Christopher L. Beschler; Deputy Chief Administrative Officer

THROUGH: Dr. Emmanuel Adediran; Director of Public Works

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

THROUGH: Lamont L. Benjamin, P.E; Capital Projects Administrator

FROM: Thomas A. Westbrook, P.E.; Project Manager

RE: TO AUTHORIZE THE CHIEF ADMINISTRATIVE OFFICER OR
DESIGNEE TO EXECUTE A STANDARD CITY/STATE AGREEMENT
FOR THE BELLEMEADE PARK PEDESTRIAN TRAIL AND BRIDGE
PROJECT.

ORD. OR RES. No.

PURPOSE: To authorize the Chief Administrative Officer or designee, for and on behalf of the
City of Richmond, to execute a standard City/State project administration agreement for the
Bellemeade Park Pedestrian Trail and Bridge project.

REASON: The Virginia Department of Transportation requests that the City enter into an
agreement for the development and administration of the approved Transportation Alternative
(TA) project.

RECOMMENDATION: The Department of Public Works recommends approval.

BACKGROUND: The federal transportation legislation, (MAP-21) Transportation Alternative
(TA) is transportation bill that began in federal fiscal year 2013. The Transportation Alternatives

(TA) Program provides funding for programs and projects defined as transportation alternatives, including on- and off-road pedestrian and bicycle facilities, infrastructure projects for improving non-driver access to public transportation and enhanced mobility, community improvement activities, and environmental mitigation; recreational trail program projects; and safe routes to school projects. This funding program mandates a 20% in match to be supplied by the applicant.

The Department of Public Works submitted a TA application for the design and construction of pedestrian trail from the new Oak Grove Elementary School across Bellemeade Park to the park entrance at Minefee and Gunn Streets. The project as conceptualized provides a 10-ft stabilized gravel trail through the park and a 6-ft wide steel pedestrian/light utility vehicle bridge across Goodes Creek. The total project cost is estimated to be \$350,000.

**FISCAL IMPACT / COST:** The project requires a 20% match. The match totals \$70,000, which has been appropriated in the City CIP FY16 budget under the City Sidewalk projects account #500161.

**FISCAL IMPLICATIONS:** Not adopting this ordinance will prohibit the project from receiving \$280,000 in Federal Transportation Alternatives funds.

**BUDGET AMENDMENT NECESSARY:** A separate O&R request will be submitted to accept the federal funds and to appropriate those funds to the project.

**REVENUE TO CITY:** \$280,000 in Federal Transportation Alternative (TA) Program Funds.

**DESIRED EFFECTIVE DATE:** Upon Adoption.

**REQUESTED INTRODUCTION DATE:** September 14, 2015.

**CITY COUNCIL PUBLIC HEARING DATE:** September 28, 2015.

**REQUESTED AGENDA:** Consent Agenda.

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**RECOMMENDED COUNCIL COMMITTEE:** Land Use, Housing, and Transportation.

**CONSIDERATION BY OTHER GOVERNMENTAL ENTITIES:** None.

**AFFECTED AGENCIES:** Department of Public Works; Law Department; Planning and Community Development; Department of Public Utilities; Economic Development; Finance; Budget and Strategic Planning; Chief Administrative Officer; City Mayor (Honorable Dwight C. Jones)

**RELATIONSHIP TO EXISTING ORD. OR RES.:** Resolution 2014-R179-177 dated October 13, 2014 supporting the project application.

**REQUIRED CHANGES TO WORK PROGRAM(S):** None.

O&R Request

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**ATTACHMENTS:** City/State Agreement for Bellemeade Park Pedestrian Trail and Bridge.

**STAFF:** Lamont L. Benjamin, P.E.; Capital Projects Administrator 646-6339  
Thomas A. Westbrook, P.E.; Project Manager, 646-3421

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**STANDARD PROJECT ADMINISTRATION AGREEMENT**  
**Federal-aid Projects**

Project Number	UPC	Local Government
EN15-127-952, PE101, C501	107531	City of Richmond

THIS AGREEMENT, made and executed in triplicate this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, 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.

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

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

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

WHEREAS, both parties have concurred in the LOCALITY's administration of the phase(s) of work for the respective Project(s) listed in Appendix A in accordance with applicable federal, state, and local law and regulations.

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

1. The LOCALITY shall:
  - a. Be responsible for all activities necessary to complete the noted phase(s) of each Project shown in Appendix A, except for activities, decisions, and approvals which are the responsibility of the DEPARTMENT, as required by federal or state laws and regulations or as otherwise agreed to, in writing, between the parties. Each Project will be designed and constructed to meet or exceed current American Association of State Highway and Transportation Officials standards or supplementary standards approved by the DEPARTMENT
  - b. Meet all funding obligation and expenditure timeline requirements in accordance with all applicable federal and state laws and regulations, and Commonwealth Transportation Board and DEPARTMENT policies and as identified in Appendix A to this Agreement. Noncompliance with this requirement can result in deallocation of the funding, rescinding of state funding match, termination of this Agreement, or DEPARTMENT denial of future requests to administer projects by the LOCALITY.

- c. Receive prior written authorization from the DEPARTMENT to proceed with preliminary engineering, right-of-way acquisition and utility relocation, and construction phases of each Project.
- d. Administer the project(s) in accordance with guidelines applicable to Locally Administered Projects as published by the DEPARTMENT.
- e. Maintain accurate and complete records of each Project's development and documentation of all expenditures and make such information available for inspection or auditing by the DEPARTMENT. Records and documentation for items for which reimbursement will be requested shall be maintained for no less than three (3) years following acceptance of the final voucher on each Project.
- f. 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 related vendor invoices paid by the LOCALITY and an up-to-date project summary and schedule tracking payment requests and adjustments. A request for reimbursement shall be made within 90 days after any eligible project expenses are incurred by the Locality. For federally funded projects and pursuant to 2 CFR 200.338, Remedies for Noncompliance, violations of the provision 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.
- g. Reimburse the DEPARTMENT all Project expenses incurred by the DEPARTMENT if, due to action or inaction solely by 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 provisions of Section 33.2-348 or Section 33.2-331 of the Code of Virginia, 1950, as amended, or other applicable provisions of federal, state, or local law or regulations require such reimbursement.
- h. 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.
- i. Administer the Project in accordance with all applicable federal, state, or local laws and regulations. Failure to fulfill legal obligations associated with the project may result in forfeiture of federal or state-aid reimbursements
- j. Provide certification by a LOCALITY official that all LOCALITY administered Project activities have been performed in accordance with all federal, state, and local laws and regulations. If the locality expends over

\$750,000 annually in federal funding, such certification shall include a copy of the LOCALITY's single program audit in accordance with 2 CFR 200.501, Audit Requirements.

- 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. For Projects on facilities not maintained by the DEPARTMENT, provide, or have others provide, maintenance of the Project upon completion, unless otherwise agreed to by the DEPARTMENT.
  - m. Ensure compliance with the provisions of Title VI of the Civil Rights Act of 1964, regulations of the United States Department of Transportation (USDOT), Presidential Executive Orders and the Code of Virginia relative to nondiscrimination.
2. The DEPARTMENT shall:
- a. Perform any actions and provide any decisions and approvals which are the responsibility of the DEPARTMENT, as required by federal and state laws and regulations or as otherwise agreed to, in writing, between the parties 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 1.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. If appropriate, submit invoices to the LOCALITY for the LOCALITY's share of eligible project expenses incurred by the DEPARTMENT in the performance of activities pursuant to paragraph 2.a.
  - 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. Make available to the LOCALITY guidelines to assist the parties in carrying out responsibilities under this Agreement.
3. Appendix A identifies the funding sources for the project, phases of work to be administered by the LOCALITY, and additional project-specific requirements agreed to by the parties. There may be additional elements that, once identified,

shall be addressed by the parties hereto in writing, which may require an amendment to 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 Section 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. In the event the cost of a Project is anticipated to exceed the allocation shown for such respective Project on Appendix A, 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 LOCALITY shall not be obligated to provide additional funds beyond those appropriated pursuant to an annual or other lawful appropriation.
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 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 the 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, receive 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. Eligible Project expenses incurred through the date of termination shall be reimbursed in accordance with paragraphs 1.f, 1.g., and 2.b, subject to the limitations established in this Agreement and Appendix A. Upon termination, 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, unless otherwise mutually agreed upon in writing.

10. Prior to any action pursuant to paragraphs 1.b or 1.g of this Agreement, the DEPARTMENT shall provide notice to the LOCALITY with a specific description of the breach of agreement provisions. 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.

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.

THIS AGREEMENT, when properly executed, shall be binding upon both parties, their successors, and assigns.

THIS AGREEMENT may be modified in writing by mutual agreement of both parties.

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed as of the day, month, and year first herein written.

**CITY OF RICHMOND, VIRGINIA:**

\_\_\_\_\_  
\_\_\_\_\_  
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

**Attachments**

Appendix A (UPC 107531)

Appendix A

Project Number: EN15-127-952, PE101, C501      UPC 107531      CFDA # 20 205      Locality City of Richmond

Project Location ZIP+4: 23219-1907	Locality DUNS# 3133840	Locality Address (incl ZIP+4) 900 East Broad Street, Richmond, VA 23219-1907
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**Project Narrative**

Scope:	Design and construction of a pedestrian trail, including a steel truss pedestrian bridge over Goodes Creek.
From:	Mineford Street.
To:	Oak Grove-Ballmeade School
Locality Project Manager Contact Info	Thomas Westbrook, PE, City of Richmond, 900 East Broad Street, Richmond, VA 23219-1907; (804) 646-3421; Thomas.Westbrook@richmond.gov.com
Department Project Coordinator Contact Info	Kerry Batten, VDOT Richmond District, 2430 Pine Forest Drive, Colonial Heights, VA 23834; (804) 624-6283; Kerry.Batten@VDOT.Virginia.gov

**Project Estimates**

	Preliminary Engineering	Right of Way and Utilities	Construction	Total Estimated Cost
Estimated Locality Project Expenses	\$36,000	\$0	\$303,000	\$339,000
Estimated VDOT Project Expenses	\$1,000	\$0	\$10,000	\$11,000
Estimated Total Project Costs	\$37,000	\$0	\$313,000	\$350,000

**Project Cost and Reimbursement**

Phase	Estimated Project Costs	Funds type (Choose from drop down box)	Local % Participation for Funds Type	Local Share Amount	Maximum Reimbursement (Estimated Cost - Local Share)	Estimated Reimbursement to Locality (Max Reimbursement - Est VDOT Expenses)
Preliminary Engineering	\$37,000	Transportation Alternatives	20%	\$7,400	\$29,600	
<b>Total PE</b>	<b>\$37,000</b>			<b>\$7,400</b>	<b>\$29,600</b>	<b>\$28,600</b>
Right of Way & Utilities	\$0			\$0	\$0	
<b>Total RW</b>	<b>\$0</b>			<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
Construction	\$313,000	Transportation Alternatives	20%	\$62,600	\$250,400	
<b>Total CN</b>	<b>\$313,000</b>			<b>\$62,600</b>	<b>\$250,400</b>	<b>\$240,400</b>
<b>Total Estimated Cost</b>	<b>\$350,000</b>			<b>\$70,000</b>	<b>\$280,000</b>	<b>\$289,000</b>

<b>Total Maximum Reimbursement by VDOT to Locality (Less Local Share)</b>	<b>\$280,000</b>
<b>Estimated Total Reimbursement by VDOT to Locality (Less Local Share and VDOT Expenses)</b>	<b>\$289,000</b>

**Project Financing**

Transportation Alternatives	Local Match				Aggregate Allocations
\$280,000	\$70,000				\$350,000

**Program and project Specific Funding Requirements**

- This project shall be administered in accordance with VDOT's Locality Administered Projects Manual and Transportation Alternatives Program Guide.
- This is a limited funds project. Any expenses above the combined federal (80%) and local (minimum 20% match) will be at 100% LOCALITY cost.
- 100% of eligible VDOT project expenses will be recovered as follows.
  - o 20% will be deducted from reimbursement requests.
  - o 80% will be deducted from the federal Transportation Alternatives allocation amount.
- Any ineligible items identified throughout project development will not be reimbursable.
- For Transportation Alternatives projects, the LOCALITY shall maintain the project, or have it maintained, in a manner satisfactory to the DEPARTMENT for its useful life and make ample provisions each year for such maintenance unless otherwise agreed to by the DEPARTMENT. Failure to do so, or the sale of a TAP funded improvement prior to the expectations end of its useful life as identified in the TAP Guide, may require repayment of federal funds.
- SERP is not required for Transportation Alternatives projects.
- The DEPARTMENT will conduct all environmental studies necessary to complete an environmental document in compliance with the National Environmental Policy Act. The LOCALITY is responsible for implementing any environmental commitments from the environmental document. 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 document and studies will be provided to the LOCALITY and deducted from the project funds.
- In accordance with CTB policy, the project must be completed and the \$280,000 Transportation Alternatives allocation expended by October 1, 2019 or the project may be subject to de-allocation.
- Total project allocations:                     \$350,000

Authorized Locality Official and date

Authorized VDOT Official Recommendation and Date

Typed or printed name of person signing

Typed or printed name of person signing