

INTRODUCED: October 14, 2019

AN ORDINANCE No. 2019-284

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 resurfacing of the southbound lanes of Virginia Route 161 from its intersection with Dunston Avenue to its intersection with Brandon Road.

\_\_\_\_\_  
Patron – Mayor Stoney

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

PUBLIC HEARING: NOV 12 2019 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 resurfacing of the southbound lanes of Virginia Route 161 from its intersection with Dunston Avenue to its intersection with Brandon Road. The Standard Project Administration Agreement

AYES:            9            NOES:            0            ABSTAIN: \_\_\_\_\_

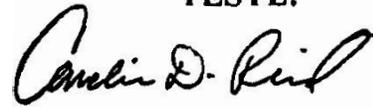
ADOPTED:    NOV 12 2019    REJECTED: \_\_\_\_\_    STRICKEN: \_\_\_\_\_

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 "Carolin D. Reed". The signature is written in a cursive style with a large initial 'C'.

**City Clerk**

115252



# CITY OF RICHMOND

INTRACITY CORRESPONDENCE

O & R REQUEST  
4-9195  
SEP 24 2019

Office of the  
Chief Administrative Officer

**O&R REQUEST**

**DATE:** September 24, 2019 **EDITION:** 1

**TO:** The Honorable Members of City Council

**THROUGH:** The Honorable Levar M. Stoney; Mayor

*821-18/12*

**THROUGH:** Lenora Reid; Acting Chief Administrative Officer

*Jan 9/26/19*

**RECEIVED**

**THROUGH:** Robert Steidel; Deputy Chief Administrative Officer

OCT 08 2019

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

*[Handwritten signature]*

OFFICE OF THE CITY ATTORNEY

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

*[Handwritten signature]*

**FROM:** Kenny Horak; Senior Capital Project Manager

*[Handwritten signature]*

**RE:** TO AUTHORIZE THE CHIEF ADMINISTRATIVE OFFICER OR DESIGNEE TO EXECUTE A STANDARD CITY/STATE AGREEMENT FOR THE RESURFACING OF "CHIPPENHAM PARKWAY (N), (ROUTE 60) W. ROANOKE STREET AND WESTOVER HILLS BOULEVARD (S)" PRIMARY EXTENTION PAVING PROGRAM 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 resurfacing of Chippenham Parkway (N), (Route 60) W. Roanoke Street and Westover Hills Boulevard (S) Primary Extension Paving Program Project under State of Good Repair Program.

**REASON:** The Virginia Department of Transportation request that the City of Richmond to enter into an agreement for the development and administration of the approved FY 2020 Primary Extension Paving Program Projects.

**RECOMMENDATION:** The department of Public works recommends approval.

**BACKGROUND:** House Bill 1887 requires funding to be allocated for Primary Extension Paving Program under State of Good Repair for U.S. Routes and Virginia State Routes. The program must include the condition of the existing transportation assets; the methodology used to determine maintenance and state of good repair needs; performance targets and outcomes; listings of prioritized pavement projects based on priority ranking system.

The bill requires the Commonwealth Transportation Board (CTB) to develop a priority ranking system for deteriorated pavement on Primary Arterial Roads. The Primary Extension Paving Program is a state wide program and the City of Richmond submitted the application for Chippenham Parkway (N) from Forest Hill Avenue off Ramp to Gravel Hill Rd (estimated cost of \$92,386.00); Chippenham Parkway (N) from Archdale Rd to Forest Hill Avenue off Ramp (estimated cost of \$236,522.00); (Route 60) W. Roanoke Street from Forest Hill Avenue to Midlothian Turnpike (estimated cost of \$172,943.00); Westover Hills Boulevard (S) east bound lane from Dunston Avenue to Brandon Road (estimated cost of \$258,864.00) and Westover Hills Boulevard (S) west bound lane from Brandon Road to Dunston Avenue (estimated cost of \$232,050.00). The scope of this project consist of milling, resurfacing and handicap upgrades for and estimated cost of \$992,765.00.

The Chippenham Parkway (N), (Route 60) W. Roanoke Street and Westover Hills Boulevard (S) were submitted in December 2018 and received approval for funding from Commonwealth Transportation Board (CTB) in June 2019 in the total amount of \$992,765.00. Breakdown of the \$992,765.00 equates to nonreimbursable VDOT administrative cost \$59,564.00, reimbursable state funds to the City for construction \$933,201.00

Street Name	From	To	Total Estimate	VDOT Administrative Fee	City Reimbursement
Chippenham Parkway N	Forest Hill Ave Off Ramp	Gravel Hill Rd	\$92,386.00	\$5,543.00	\$86,843.00
Chippenham Parkway N	Forest Hill Ave Off Ramp	Archdale Rd	\$236,522.00	\$14,191.00	\$222,331.00
(Route 60) W. Roanoke Street	Forest Hill Ave.	Midlothian TNPK	\$172,943.00	\$10,376.00	\$162,567.00
Westover Hill BLVD S East Bound Lane	Dunston Ave.	Brandon Rd	\$258,864.00	\$15,531.00	\$243,333.00
Westover Hill BLVD S West Bound Lane	Brandon Rd	Dunston Ave.	\$232,050.00	\$13,923.00	\$218,127.00
<b>Total</b>			<b>\$992,765.00</b>	<b>\$59,564.00</b>	<b>\$933,201.00</b>

**FISCAL IMPACT / COST:** None. All funding for the Primary Extension Paving Program is provided by Virginia Department of Transportation (VDOT) and is 100% reimbursable.

**FISCAL IMPLICATIONS:** Not adopting this ordinance will prohibit the projects from receiving \$933,201.00 in Primary Extension Paving Funds.

**BUDGET AMENDMENT NECESSARY:** NO. A separate O&R will be submitted to accept the state funds and to appropriate those funds to the project.

**REVENUE TO CITY:** \$933,201.00 in Primary Extension Paving Program funds.

**DESIRED EFFECTIVE DATE:** Upon Adoption.

**REQUESTED INTRODUCTION DATE:** October 14, 2019

**CITY COUNCIL PUBLIC HEARING DATE:** November 12, 2019

**REQUESTED AGENDA:** Consent Agenda.

**RECOMMENDED COUNCIL COMMITTEE:** Land Use Housing and Transportation Standing Committee.

**CONSIDERATION BY OTHER GOVERNMENTAL ENTITIES:** None

**AFFECTED AGENCIES:** Department of Public Works; Department of Public Utilities; Finance; Budget and Strategic Planning; Law Department; Planning and Community Development; Economic and Community Development. Copies also sent to City Mayor (Honorable Levar M. Stoney); Chief Administrative Officer (Selena Cuffee-Glenn); Deputy Chief Administrative Officer (Robert Steidel) City Attorney (2 copies)

**RELATIONSHIP TO EXISTING ORD. OR RES.:** None.

**REQUIRED CHANGES TO WORK PROGRAM(S):** Yes, This will reduce street maintenance.

**ATTACHMENTS:** Standard Project Administration Agreement

**STAFF:** M. S. Khara P.E. City Engineer 646- 5413  
Kenneth D. Horak Senior Capital Project Manager 646-4781

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

Project Number	UPC	Local Government
0161-127-070	115252	City of Richmond

THIS AGREEMENT, made and executed in triplicate this \_\_\_\_ day of \_\_\_\_\_, 2019, 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 the Project(s) and the funding currently allocated or proposed for the project(s) does not include Federal-aid Highway funds; 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 laws 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.
  - b. Receive prior written authorization from the DEPARTMENT to proceed with the project.
  - c. Administer the project(s) in accordance with guidelines applicable to Locally Administered Projects as published by the DEPARTMENT.
  - d. Provide certification by a LOCALITY official of compliance with applicable laws and regulations on the **State Certification Form for State Funded Projects** or in another manner as prescribed by the DEPARTMENT.
  - e. Maintain accurate and complete records of each Project's development 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 not 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 also include an up-to-date project summary and schedule tracking payment requests and adjustments.
- g. Reimburse the DEPARTMENT all Project expenses incurred by the DEPARTMENT if due to action or inaction solely by the LOCALITY the project becomes ineligible for state reimbursement, or in the event the reimbursement provisions of Section 33.2-214 or Section 33.2-331 of the Code of Virginia, 1950, as amended, or other applicable provisions of state law or regulations require such reimbursement.
- h. On Projects that the LOCALITY is providing the required match to state 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, and local laws and regulations. Failure to fulfill legal obligations associated with the project may result in forfeiture of state-aid reimbursements
- j. 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.
- k. 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.

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 or state laws and regulations or as otherwise agreed to, in writing, between the parties.
- 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 applicable 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 cost exceeds 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 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 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 and unless otherwise agreed to, the DEPARTMENT shall retain ownership of plans, specifications, and right of way for which state funds have been provided, unless all state 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.

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.

THE LOCALITY and the DEPARTMENT further agree that should Federal-aid Highway funds be added to the project, this agreement is no longer applicable and shall be terminated. The LOCALITY and the DEPARTMENT mutually agree that they shall then enter into a Standard Project Administration Agreement for Federal-aid Projects.

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.

The remainder of this page is BLANK

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:**

\_\_\_\_\_

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

Commonwealth of Virginia

Department of Transportation

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Date

**Attachment**

Appendix A (UPC 115252)

Appendix A

Project Number: 0161-127-070 UPC: 115252 CFDA # N/A Locality: City of Richmond Date: 5/13/2019

Project Location ZIP+4: 23219-1907	Locality DUNS # 003133840	Locality Address (incl ZIP+4): 900 East Broad Street Richmond, VA 23219-1907
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Project Narrative	
Work Description:	Westover Hills Blvd (S) - Resurfacing
From:	Dunston Ave
To:	Brandon Rd
Locality Project Manager Contact Info:	Kenneth Horak 804-646-4781 Kenneth.horak@richmondgov.com
Department Project Coordinator Contact Info:	Michael Campbell 804-524-6526 michael.campbell@vdot.virginia.gov

Project Estimates				
	Preliminary Engineering	Right of Way and Utilities	Construction	Total Estimated Cost
Estimated Locality Project Expenses	\$0	\$0	\$243,333	\$243,333
Estimated VDOT Project Expenses	\$0	\$0	\$15,531	\$15,531
Estimated Total Project Costs	\$0	\$0	\$258,864	\$258,864

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)
Construction	\$258,864	CTB Formula	0%	\$0	\$258,864	
				\$0	\$0	
<b>Total CN</b>	<b>\$258,864</b>			<b>\$0</b>	<b>\$258,864</b>	<b>\$243,333</b>
<b>Total Estimated Cost</b>	<b>\$258,864</b>			<b>\$0</b>	<b>\$258,864</b>	<b>\$243,333</b>

<b>Total Maximum Reimbursement by VDOT to Locality (Less Local Share)</b>	
<b>Estimated Total Reimbursement by VDOT to Locality (Less Local Share and VDOT Expenses)</b>	<b>\$243,333</b>

Project Financing						
CTB Formula						Aggregate Allocations
\$258,864						\$258,864

- Program and Project Specific Funding Requirements**
- This Project shall be administered in accordance with VDOT's Locally Administered Projects Manual
  - This Project shall be administered in accordance with VDOT's Urban Manual
  - This is a limited funds project. The LOCALITY shall be responsible for any additional funding in excess of \$258,864
  - This Project shall meet all applicable ADA requirements
  - Funds for this Project are not available until July 1, 2019
  - This Project must be advertised within six months of award funding or be subject to deallocation
  - 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.

\_\_\_\_\_  
Authorized Locality Official and Date

\_\_\_\_\_  
Authorized VDOT Official and Date

\_\_\_\_\_  
Typed or printed name of person signing

\_\_\_\_\_  
Typed or printed name of person signing