

INTRODUCED: December 13, 2021

AN ORDINANCE No. 2021-354

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 milling, resurfacing, and construction of Americans with Disabilities Act upgrades for Arthur Ashe Boulevard from its intersection with Grant Street to its intersection with Idlewood Avenue.

Patron – Mayor Stoney

Approved as to form and legality
by the City Attorney

PUBLIC HEARING: JAN 10 2022 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 milling, resurfacing, and construction of Americans with Disabilities Act upgrades for Arthur Ashe Boulevard from its intersection with Grant Street to its intersection with Idlewood Avenue.

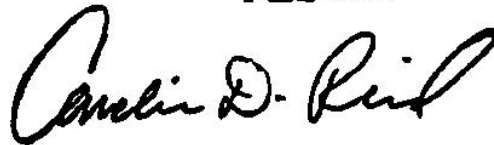
AYES: 9 NOES: 0 ABSTAIN: _____

ADOPTED: JAN 10 2022 REJECTED: _____ STRICKEN: _____

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.

**A TRUE COPY:
TESTE:**

A handwritten signature in black ink, appearing to read "Amelia D. Reed". The signature is written in a cursive, flowing style.

City Clerk

Received



CITY OF RICHMOND
INTRACITY CORRESPONDENCE

OCT 25 2021

Office of the
Chief Administrative Officer

2021-482

O&R REQUEST

DATE: October 12, 2021 EDITION: 1

TO: The Honorable Members of City Council

THROUGH: The Honorable Levar M. Stoney; Mayor *[Signature]*

THROUGH: J. E. Lincoln Saunders; Chief Administrative Officer *[Signature]*

THROUGH: Robert Steidel; Deputy Chief Administrative Officer *[Signature]*

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

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

FROM: Kenny Horak; Senior Capital Project Manager *[Signature]*

RE: TO AUTHORIZE THE CHIEF ADMINISTRATIVE OFFICER OR
DESIGNEE TO EXECUTE A STANDARD CITY/STATE AGREEMENT
FOR THE RESURFACING OF "ARTHUR ASHE BLVD AND RICH-
MOND HWY (JEFFERSON DAVIS HWY S)" PRIMARY EXTENSION
PAVING PROGRAM PROJECTS.

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 o Arthur Ashe Blvd; Richmond Hwy (Jefferson Davis Hwy S) Primary Extension Paving Program Projects under FY 22 State of Good Repair Program.

REASON: The Virginia Department of Transportation requests that the City of Richmond to enter into an agreement for the development and administration of the Primary Extension Paving Program Projects approved under FY 2022 State of Good Repair Program (SGR).

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 federal funded state wide program and the City of Richmond submitted the application for Arthur Ashe Blvd (S) from Grant St. to Idlewood Ave. (estimated cost \$66,804.00); Richmond Hwy (Jefferson Davis Hwy S) from Hopkins Rd. to Atwell Dr. estimated cost \$466,422.00) .

The scope of this project consist of milling, resurfacing and handicap upgrades for and estimated cost of \$533,226.00.

The Arthur Ashe Blvd; Richmond Hwy (Jefferson Davis Hwy S) were submitted in October 2020 and received approval for funding from Commonwealth Transportation Board (CTB) in June 2021 in the total amount of \$533,226.00. Breakdown of the \$533,225.00 equates to VDOT administrative cost \$56,191.00, reimbursable federal funds to City for construction \$477,035.00

| Street Name | From | To | Total Estimate | VDOT Administrative Fee | City Reimbursement of Federal Funds |
|--------------------------------------|-------------|---------------|---------------------|-------------------------|-------------------------------------|
| Arthur Ashe Blvd | Grant St. | Idlewood Ave. | \$66,804.00 | \$15,000.00 | \$51,804.00 |
| Richmond Hwy (Jefferson Davis Hwy S) | Hopkins Rd. | Atwell Dr. | \$466,422.00 | \$41,191.00 | \$425,231.00 |
| | | | | | |
| | | | | | |
| | | | | | |
| Total | | | \$533,226.00 | \$56,191.00 | \$477,035.00 |

FISCAL IMPACT / COST: None. Federal 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 \$477,035.00 in Primary Extension Paving Program Funds.

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

REVENUE TO CITY: \$477,035.00 in Primary Extension Paving Program funds.

DESIRED EFFECTIVE DATE: Upon Adoption.

REQUESTED INTRODUCTION DATE: December 14, 2021

CITY COUNCIL PUBLIC HEARING DATE: January 11, 2022

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); Acting Chief Administrative Officer (J. E. Lincoln Saunders); 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
Federal-aid Projects

| Project Number | UPC | Local Government |
|----------------|--------|------------------|
| 0161-127-114 | 118890 | 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. 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 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 33.2-214 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; and as a sub-recipient of federal funds, adopt and operate under the DEPARTMENT's FHWA-approved Disadvantaged Business Enterprise (DBE) Program Plan in accordance with 49 CFR Part 26.
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 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. 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.

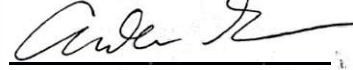
THIS AGREEMENT may be modified in writing by mutual agreement of both parties.

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:

J. E. Lincoln Saunders
Chief Administrative Officer
Typed or printed name of signatory

Approved as to Form:



Andrew A. Gore
Assistant City Attorney

Date
Title

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 118890)

Appendix A

Date: 8/12/2021

Project Number: 0161-127-114 UPC: 118890 CFDA # 20.205 Locality: City of Richmond

| | | |
|------------------------------------|---------------------------|--|
| Project Location ZIP+4: 23221-3628 | Locality DUNS # 003133840 | Locality Address (incl ZIP+4): 900 East Broad Street Richmond, VA 23219-1907 |
|------------------------------------|---------------------------|--|

Project Narrative

Work Description: #SGR22LP - ARTHUR ASHE BLVD-Resurfacing; 2 inch mill and overlay and bring handicap ramps into ADA compliance, if required.

From: Arthur Ashe Blvd South

To: Blanton Avenue

Locality Project Manager Contact info: Kenny Horak 804-646-4781 kenneth.horak@richmondgov.com

Department Project Coordinator Contact Info: James Maiden 804-381-1047 james.maiden@vdot.virginia.gov

Project Estimates

| | Preliminary Engineering | Right of Way and Utilities | Construction | Total Estimated Cost |
|--------------------------------------|-------------------------|----------------------------|-----------------|----------------------|
| Estimated Locality Project Expenses | \$0 | \$0 | \$51,804 | \$51,804 |
| Estimated VDOT Project Expenses | \$6,000 | \$0 | \$9,000 | \$15,000 |
| Estimated Total Project Costs | \$6,000 | \$0 | \$60,804 | \$66,804 |

Project Cost and Reimbursement

| Phase | Estimated Project Costs | Funds type <i>Choose from drop down box</i> | Locality Participation for Funds Type | Locality Share Amount | Maximum Reimbursement (Estimated Cost - Local Share) | Estimated Reimbursement to Locality (Max. Reimbursement - Est. VDOT Expenses) |
|-----------------------------|-------------------------|--|--|-----------------------|--|--|
| Preliminary Engineering | \$6,000 | State of Good Repair | 0% | \$0 | \$6,000 | |
| Total PE | \$6,000 | | | \$0 | \$6,000 | \$0 |
| Right of Way & Utilities | | | | | | |
| Total RW | | | | | | \$0 |
| Construction | \$60,804 | State of Good Repair | 0% | \$0 | \$60,804 | |
| Total CN | \$60,804 | | | \$0 | \$60,804 | \$51,804 |
| Total Estimated Cost | \$66,804 | | | \$0 | \$66,804 | \$51,804 |

Total Maximum Reimbursement by VDOT to Locality (Less Local Share)

\$66,804

Estimated Total Reimbursement by VDOT to Locality (Less Local Share and VDOT Expenses)

\$51,804

Project Financing

| State of Good Repair | | | | | Aggregate Allocations |
|----------------------|--|--|--|--|--------------------------|
| \$66,804 | | | | | \$66,804 |

Program and Project Specific Funding Requirements

- This Project shall be administered in accordance with VDOT's Locality Administered Projects Manual and Urban Manual
- In accordance with Chapter 12.1.3 (Scoping Process Requirements) of the LAP Manual, the locality shall complete project scoping on or before 10/28/2022
- This is a limited funds project. The LOCALITY shall be responsible for any additional funding in excess of \$66,804
- Reimbursement for eligible expenditures shall not exceed funds allocated each year by the Commonwealth Transportation Board in the Six Year Improvement Program
- This Project shall meet all applicable ADA requirements.
- This Project must be advertised within twelve 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

This attachment is certified and made an official attachment to this document by the parties to this agreement.

Authorized Locality Official

Date

Authorized VDOT Official

Date

Typed or printed name of person signing

Typed or printed name of person signing