

INTRODUCED: December 11, 2023

AN ORDINANCE No. 2023-358

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 Central Virginia Transportation Authority for the purpose of providing funding for the Manchester Connection to James River project consisting of a ten-foot shared use path with two-foot shoulders and a new pedestrian bridge over the Norfolk Southern Railroad tracks.

Patron – Mayor Stoney

Approved as to form and legality
by the City Attorney

PUBLIC HEARING: JAN 8 2024 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 Central Virginia Transportation Authority for the purpose of providing funding for the Manchester Connection to James River project consisting of a ten-foot shared use path with two-foot shoulders and a new pedestrian bridge over the Norfolk Southern Railroad


AYES: 9 NOES: 0 ABSTAIN: _____

ADOPTED: JAN 22 2024 REJECTED: _____ STRICKEN: _____

Southern Railroad tracks. 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.

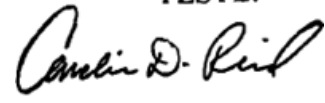
APPROVED AS TO FORM:



City Attorney's Office

A TRUE COPY:

TESTE:



City Clerk



City of Richmond

900 East Broad Street
2nd Floor of City Hall
Richmond, VA 23219
www.rva.gov

Master

File Number: Admin-2023-1902

File ID: Admin-2023-1902

Type: Request for Ordinance or Resolution

Status: Regular Agenda

Version: 1

Reference:

In Control: City Clerk Waiting Room

Department:

Cost:

File Created: 11/08/2023

Subject:

Final Action:

Title:

Internal Notes:

Code Sections:

Agenda Date: 12/11/2023

Indexes:

Agenda Number:

Patron(s):

Enactment Date:

Attachments: Admin-2023-1902 Agmt Manchester Connect AATF,
Admin-2023-1902 Agmt CVTA - Locality SPA
2023.11.13

Enactment Number:

Contact:

Introduction Date:

Drafter: Thomas.Westbrook@rva.gov

Effective Date:

Related Files:

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	11/8/2023	M.S. Khara - FYI	Notified - FYI	
1	2	11/8/2023	Gail Johnson - FYI	Notified - FYI	
1	3	11/13/2023	Bobby Vincent	Approve	11/10/2023
Notes: Approval Review was changed and Bobby was added at line 6 now approval by Kit Hagen					
1	4	11/13/2023	Lamont Benjamin	Approve	11/15/2023
Notes: this was meant to only be an FYI approved by Kit Hagen					
1	5	11/14/2023	M.S. Khara	Approve	11/15/2023
1	6	11/20/2023	Bobby Vincent	Approve	11/16/2023
1	7	11/20/2023	Robert Steidel - FYI	Notified - FYI	
1	8	11/21/2023	Lincoln Saunders	Approve	11/29/2023
1	9	12/6/2023	Mayor Stoney	Approve	12/7/2023

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File Admin-2023-1902

City of Richmond

Intracity Correspondence

O&R Transmittal

DATE: November 13, 2023

TO: The Honorable Members of City Council

THROUGH: The Honorable Levar M. Stoney, Mayor

THROUGH: J.E. Lincoln Saunders, Chief Administrative Officer

THROUGH: Bobby Vincent Jr.; Director of Public Works

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

RE: TO AUTHORIZE THE CHIEF ADMINISTRATIVE OFFICER OR DESIGNEE
TO EXECUTE A STANDARD CENTRAL VIRGINIA TRANSPORTATION
AUTHORITY (CVTA) AGREEMENT FOR THE “MANCHESTER
CONNECTION TO JAMES RIVER - PED/BIKE” PROJECT.

ORD. OR RES. No.

PURPOSE: To authorize the Chief Administrative Officer or Designee to execute a standard Central Virginia Transportation Authority (CVTA) agreement for the ‘Manchester Connection to James River - Ped/Bike’ project.

BACKGROUND: On May 1, 2020, the Virginia General Assembly adopted House Bill 1541, which created the Central Virginia Transportation Authority (CVTA), comprising the counties and cities located in Planning District 15 to provide new funding opportunities for priority transportation investments across the region. The Central Virginia Transportation Authority is a body politic and as a political subdivision of the Commonwealth. The Authority embraces each county, city, and the nine localities are Richmond City, Hanover County, Goochland County, Powhatan County, Chesterfield County, Charles City County, New Kent County, Henrico County and Town of Ashland. The Authority administers transportation funding generated through Regional 0.7 percent sales and use tax; Wholesale tax of 7.6 cents per gallon of gasoline and 7.7 cents per gallon of diesel fuel. Localities receive 50% of the funds collected in their jurisdiction; Central Virginia Transportation Authority (CVTA) receives 35% of the funding to disburse on regional priority projects; and GRTC receives 15%.

Manchester Connection to the James River-Ped/Bike project is a Central Virginia Transportation Authority (CVTA) Regional funded project. The project plans to accomplish the following:

- Regional project that will provide a 10' paved shared use path with 2' shoulders and a new bicycle and pedestrian bridge crossing the Norfolk Southern Railroad (NSRR).
- Provide access across private property through acquisition of a permanent easement from Semmes Ave and the T. Tyler Potterfield Memorial Bridge (T-Pot Bridge).
- Provides pedestrian and bicyclist access and improves safety along a critical 0.3 mile connection between the T. Tyler Potterfield Memorial Bridge (T-Pot Bridge) and Semmes Ave, continuing adjacent to the grade-separated segment of Commerce Road and the Manchester Bridge to McDonough Street where it will tie into the Fall Line Trail (FLT) at the terminus of two of the FLT project phases; the Manchester Bridge Fall Line Trail extending north over the James River, and the Commerce Road Fall Line Trail Phase I extending southward along Commerce Road.
- This project creates a spur that links the FLT and the Manchester Community to the T-Pot Bridge, providing bicyclist and pedestrian access to destinations such as Browns Island and the Virginia Capital Trail on the north side of the James River. This project will also include crossing improvements to allow for safe crossing of Semmes Avenue at what is currently an uncontrolled midblock, unmarked crosswalk, as well as LED pedestrian-scale lighting along the trail connection.

Design will begin upon execution of the CVTA Standard Project Agreement (SPA). The Right of Way Phase is expected to be implemented in FY2025 and FY2026. The project is anticipated to be advertised for construction in FY2027.

The Central Virginia Transportation Authority (CVTA) funded the project for a total of \$6,344,831.00 from FY2023 through FY2027. The CVTA allocations for FY2023 and FY2024 need to be accepted as a budget amendment of the FY2024-FY2029 City Capital Improvement Budget to have funds to do design. The CVTA Allocations are as follows: FY2023 - \$564,900.00; FY2024 - \$1,034,997.00; FY 2026 - \$ 2,372,467.00; FY 2027 - \$ 2,372,467.00. The FY2026 and FY2027 Central Virginia Transportation Authority (CVTA) funding allocations are being budgeted through the normal CIP budget process.

COMMUNITY ENGAGEMENT: This project was discussed at the Brown's Island Dam Walk, Implementation Public Forum on February 18, 2014. The project was also requested as part of the Richmond Riverfront Plan. Additional public engagement will be through the City Council Land Use Committee meeting on this Ordinance.

STRATEGIC INITIATIVES AND OTHER GOVERNMENTAL: This project conforms to Goal 8-Equitable Transportation in the Richmond 300 master plan by expanding and improving walking and biking infrastructure. Also, the project is the "Connect to Manchester" portion of the implementation of the T. Tyler Potterfield Memorial Bridge under Implementation: Phase One Projects part of the Richmond Riverfront plan adopted in 2017. No other governmental agency approval is required for the Ordinance approving the Standard Project Agreement. CPC/UDC approval will be required during

project development.

FISCAL IMPACT: None. The City will receive Central Virginia Transportation Authority (CVTA) Regional funds totaling \$ 6,344,831.00 for the project. The CVTA Regional funds are 100% reimbursable. City matching funds are not required.

DESIRED EFFECTIVE DATE: Upon Adoption.

REQUESTED INTRODUCTION DATE: November 13, 2023.

CITY COUNCIL PUBLIC HEARING DATE: December 11, 2023.

REQUESTED AGENDA: Consent Agenda.

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

AFFECTED AGENCIES: Department of Public Works; Law Department; Planning and Development; Economic and Community Development; Department of Public Utilities; Finance Department; Budget and Strategic Planning; Copies also sent to: City Mayor (Levar M. Stoney); Chief Administrative Officer (J.E. Lincoln Saunders); Deputy Chief Administrative Officer of Operation (Robert Steidel); and City Attorney (2).

RELATIONSHIP TO EXISTING ORD. OR RES.: None.

ATTACHMENTS: Standard Central Virginia Transportation Authority (CVTA) Project Administration Agreement.

STAFF: Lamont L. Benjamin, P.E.; Capital Projects Administrator 804-646-6339.
Thomas A. Westbrook, P.E.; Project Manager 804-646-3421.

STANDARD PROJECT ADMINISTRATION AGREEMENT
CVTA Regionally Funded Projects

CVTA Project ID	Project Name	UPC	Local Government
	Manchester Connection to James River	N/A	City of Richmond

THIS AGREEMENT is hereby executed and made effective as of the date of the last (latest) signature set forth below, by and between the CITY OF RICHMOND, VIRGINIA, hereinafter referred to as the LOCALITY and the Central Virginia Transportation Authority, hereinafter referred to as the CVTA. The CVTA 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 in Appendix A is hereinafter referred to as the “Project;” and

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

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

WHEREAS, the Parties have concurred in the LOCALITY's administration of the Project as shown 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 representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Section 1.
2. The LOCALITY shall:
 - a. Be responsible for all activities necessary to complete the noted phase(s) of the Project as shown in Appendix A, as expressly required by federal, state, and local laws and regulations, or as otherwise agreed to, in writing, between the Parties. Every phase of the Project will be designed and constructed to meet or exceed current American Association of State Highway and Transportation Officials standards when the facilities are locally maintained and shall further comply with all supplementary standards established by the Virginia Department of Transportation when the facilities are maintained by the Virginia Department of Transportation.
 - b. Maintain accurate and complete records of the Project’s development and retain documentation of all expenditures and make such information available for inspection

or auditing by the CVTA upon request. Records and documentation for the Project shall be maintained for no less than three (3) years following the CVTA's acceptance of the final voucher on the Project.

- c. Submit quarterly progress and expenditure reports, and invoices with supporting documentation to the CVTA in the form prescribed by the CVTA. The supporting documentation shall include copies of vendor and contractor invoices paid by the LOCALITY, an up-to-date Project summary and schedule, and a cash flow summary of all payment requests, payments, and adjustments in a form prescribed by the CVTA.
 - d. Requests for reimbursement shall be made within 90 days after any eligible project expenses are incurred by the LOCALITY. Reimbursement for eligible expenditures shall not exceed funds allocated each year for the Project by the CVTA. Additional funds for eligible expenditures for the Project may be requested and shall be approved on case-by case basis, per paragraph 4 below.
 - e. Provide, or have others provide, maintenance of the Project upon completion, unless otherwise agreed to by the Parties. Where the Project results in physical construction, the LOCALITY will continue to operate and maintain the Project, or have others operate and maintain the Project, in accordance with the final constructed design and applicable standards. The LOCALITY agrees that any modification of the approved design features, without the approval of the CVTA or agencies with proper oversight, may, at the discretion of the CVTA, result in restitution either physically or monetarily as determined by the CVTA.
3. The CVTA shall:
 - a. Upon receipt of the LOCALITY's invoices pursuant to paragraph 2.c, reimburse the LOCALITY the cost of eligible Project expenses, as described in Appendix A. Such reimbursements shall be payable by the CVTA within 30 days of an acceptable submission by the LOCALITY.
 - b. Audit the LOCALITY's Project records and documentation as may be required to verify LOCALITY compliance with applicable policies, laws, and regulations.
4. 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. CVTA funding is limited to the allocated funding identified in the Appendix A of this Agreement, or other sources of funding allocated to the project by the CVTA and is allocable only upon LOCALITY's compliance with all requirements of this Agreement. In the event the cost of all or part of the Project is anticipated to exceed the allocation shown on Appendix A, the Parties agree to cooperate in seeking additional funding for the Project or to terminate the Project before Project costs exceed the allocated amount. Any requested increase in CVTA funding is subject to CVTA policy and procedures applicable to the funding source and is not guaranteed. If the CVTA elects to allocate additional funds, such additional funds shall be paid from federal, state, and/or CVTA revenues, in proportions as agreed by the Parties at the time, with the goal of expending state or federal funds first before expending LOCALITY and/or CVTA

revenues.

5. In the event there is a significant reduction in costs, the LOCALITY and CVTA will work reasonably and in good faith to amend Appendix A fairly to reflect the effect of the reduction, with the goal of applying the savings to supplant LOCALITY and CVTA funding commitments, and to maximize the use of federal and state funds on the Project. If federal or state funding not previously available for the Project becomes available for any portion of the Project, then the LOCALITY and CVTA will work reasonably and in good faith to fairly allocate the additional funding, with the goal of applying the additional funding to supplant LOCALITY and CVTA funding commitments, and to maximize the use of state and federal funds on the Project.
6. Nothing in this Agreement shall be construed as a waiver of the LOCALITY's or CVTA'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 capacity 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 Agreement 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 and the CVTA 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 and the CVTA 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 to the other Party. Eligible Project expenses incurred through the date of termination shall be reimbursed in accordance with paragraph 3.a., subject to the limitations established in this Agreement and Appendix A. Upon termination and unless otherwise agreed to, the CVTA shall retain ownership of plans and specifications. Right-of-way acquired with CVTA funding shall be transferred to the jurisdiction in which the Project is located, unless otherwise agreed. The LOCALITY may retain plans, specifications, and right-of-way if all CVTA funds expended for the project are reimbursed to the CVTA.
10. Prior to taking any action alleging breach of this Agreement, the CVTA shall provide notice to the LOCALITY with a specific description of the LOCALITY's breach of this

Agreement. 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 CVTA. 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, then upon receipt by the LOCALITY of a written notice from the CVTA stating that the breach has neither been cured, nor is the LOCALITY diligently pursuing a cure, the CVTA may exercise any remedies it may have under this Agreement or at law or in equity.

11. The LOCALITY and CVTA acknowledge and agree that this Agreement has been prepared jointly by the Parties and shall be construed in accordance with its fair meaning and not strictly for or against any Party.
12. This Agreement, when properly executed, shall be binding upon both Parties, their successors, and assigns.
13. This Agreement may be modified only in writing by mutual agreement of the Parties.

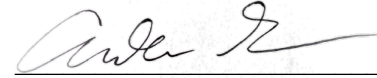
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IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed as of the day, month, and year first herein written.

LOCALITY, VIRGINIA:

Signature

Approved as to form:



Andrew A. Gore
Senior 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.

CENTRAL VIRGINIA TRANSPORTATION AUTHORITY:

Chair

Central Virginia
Transportation Authority

Date

Signature of Witness

Date

Attachments

Appendix A

Appendix B

APPENDIX A - Locally Administered

Project Details

Locality:	City of Richmond
CVTA Project Name:	Manchester Connection to James River
CVTA Project Number:	
UPC Number (If Applicable):	N/A
CVTA Program Coordinator	Chet Parsons
Local Program Manager:	Thomas Westbrook
Scope of Services:	The project provides for a 10-ft shared use path with 2-ft shoulders and a new pedestrian bridge over Norfolk Southern RR to address pedestrian access and safety along the 0.3 mile connection from Fall Line Trail at Commerce Rd through Semmes Ave, across private property to T. Potterfield Bridge.
Allocated Project Funding Amount:	\$ 6,344,831.00

Schedule

Milestone	Anticipated Date
Project Scoping Meeting	3/1/2024
Survey	6/7/2024
Utility Designation (If Applicable)	7/12/2024
Geotechnical Engineering Report	7/12/2024
Conceptual Design Phase Submittal (If Applicable)	N/A
Approved NEPA Document (If Applicable)	9/30/2024
Preliminary Design Phase Submittal	2/7/2025
Citizen Information Meeting (If Applicable)	3/7/2025
Post Willingness (if Applicable)	N/A
Public Hearing (If Applicable)	3/7/2025
Utility Field Inspection (If Applicable)	6/6/2025
ROW Design Phase Submittal (If Applicable)	
ROW Acquisition	6/30/2025
Relocate Utilities (If Applicable)	
Final Construction Design Phase Submittal	3/6/2026
Draft Invitation for Bid Submittal	
Invitation for Bid Advertisement	7/31/2026
Environmental Permits Obtained (If Applicable)	
Begin Construction	2/15/2027
End Construction	2/15/2029

APPENDIX B

PROJECT BUDGET & CASH FLOW

CVTA PROJECT: [●]

UPC NUMBER (IF APPLICABLE):

LOCALITYPROGAM MANAGER: [●]

<u>CONTRACTOR/SUPPLIER</u>	<u>INVOICE #</u>	<u>INVOICE DATE</u>	<u>AMOUNT</u>	<u>PAYMENT INSTRUCTIONS</u>	<u>DATE PAID</u>	<u>DRAW #:</u>
<u>REMIT TO: LOCALITY</u>	<u>SEE ATTACHED PAID INVOICE LISTING</u>	-	<u>\$0.00</u>	<u>REMIT TO:</u>		
-	-	-	-	<u>0</u>		
-	-	-	-	<u>BANK:</u>		
-	-	-	-	<u>ABA NUMBER:</u>		
-	-	-	-	<u>ACCT #:</u>		
-	-	-	-	-		
-	-	-	-	<u>EMPLOYER ID:</u>		
-	-	-	-	-		
-	-	-	-	-		
<u>TOTAL</u>	-	-	<u>\$</u>	-		

***IF ADDITIONAL YEARS ARE NEEDED, PLEASE SUBMIT A SEPARATE FORM WITH ADDITIONAL COLUMNS.**

**THIS APPENDIX B IS CERTIFIED AND MADE AN OFFICIAL ATTACHMENT TO THE
STANDARD PROJECT AGREEMENT DOCUMENTED BY THE PARTIES OF THIS
AGREEMENT**

DATE

APPENDIX C

FORM OF PAYMENT REQUISITION

CVTA Project: _____

UPC Number (If Applicable): _____

Project Scope/Services Description: _____

Draw Request Number: _____

Date: _____, 20____

Central Virginia Transportation Authority

[●]

Attention _____, Program Coordinator:

This requisition is submitted in connection with the Standard Project Administration Agreement for Funding and Administration for the project services noted above and dated _____, 20____ (the "Agreement") between the Central Virginia Transportation Authority ("CVTA") and the LOCALITY. LOCALITY hereby requests \$_____ of CVTA funds, to pay the costs of the project services described and set forth in Appendices A and B of the Agreement ("Project Services") and in accordance with the Agreement. Also included are copies of each invoice relating to the items for which payment is requested.

The undersigned certifies (i) the amounts included within this requisition will be applied solely and exclusively for the payment or the reimbursement of LOCALITY's costs of the Project Services, (ii) LOCALITY is responsible for payment to vendors/contractors, (iii) LOCALITY is not in breach or default with respect to any of its obligations under the Agreement, including without limitation (but only if applicable) tax covenants, (iv) the representations and warranties made by LOCALITY in the Agreement are true and correct as of the date of this Requisition and (v) to the knowledge of LOCALITY, no condition exists under the Agreement that would allow CVTA to withhold the requested payment.

LOCALITY

By: _____

Name: _____

Title: _____

Recommended For Payment

By: _____

Name: _____

Title: CVTA Program Coordinator