

INTRODUCED: September 10, 2018

AN ORDINANCE No. 2018-223

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 replacement of the Lynhaven Avenue bridge that crosses over Broad Rock Creek as part of the Department of Public Works' Lynhaven Avenue Bridge over Broad Rock Creek project.

\_\_\_\_\_  
Patron – Mayor Stoney

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

PUBLIC HEARING: SEPT 24 2018 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 replacement of the Lynhaven Avenue bridge that crosses over Broad Rock Creek as part of the Department of Public Works' Lynhaven Avenue Bridge over Broad Rock Creek project. The

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

ADOPTED:    SEPT 24 2018    REJECTED: \_\_\_\_\_    STRICKEN: \_\_\_\_\_

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.



# CITY OF RICHMOND

## INTRACITY CORRESPONDENCE

O & R REQUEST

4-8069  
AUG 14 2018

Office of the  
Chief Administrative Officer

**O&R REQUEST**

**DATE:** August 10, 2018 **EDITION:** 1

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

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

*TS 8/20/18*

**THROUGH:** Selena Cuffee-Glenn; Chief Administrative Officer

*SDO*

**THROUGH:** Robert C. Steidel; Deputy Chief Administrative Officer for Operations

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

*[Signature]*

**THROUGH:** M.S. Khara, PE; City Engineer

*M & Khara*

**THROUGH:** Lamont L. Benjamin, PE; Capital Projects Administrator

*[Signature]*

**FROM:** Thomas A. Westbrook, PE; Public Works Project Manager

*TAW*

**RE:** TO AUTHORIZE THE CHIEF ADMINISTRATIVE OFFICER OR  
DESIGNEE TO EXECUTE A STANDARD CITY/STATE AGREEMENT  
FOR THE LYNHAVEN AVE OVER BROAD ROCK CREEK BRIDGE  
REPLACEMENT PROJECT.

**RECEIVED**  
AUG 29 2018  
OFFICE OF CITY ATTORNEY

**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 Lynhaven Ave over Broad Rock Creek Bridge Replacement project.

**REASON:** The State of Good Repair funding is Federal in origin. Therefore, the Virginia Department of Transportation requires that the City enter into an agreement for the development and administration of the approved Lynhaven Ave over Broad Rock Creek Bridge Replacement project.

**RECOMMENDATION:** The Department of Public Works recommends approval of this ordinance.

**BACKGROUND:** In 2015, House Bill 1887 was passed and incorporated into the Code of Virginia (§33.2-369). This funding is known as State of Good Repair (SGR) and provides funding for deteriorated pavements and structurally deficient bridges maintained/owned by the Virginia Department of Transportation (VDOT) and/or localities, as approved by the Commonwealth Transportation Board (CTB).

The City applies for funding to address the City's eligible structurally deficient bridge inventory. As part of that application process, the City applied for SGR funds to supplement the construction phase of the Lynhaven Ave Bridge over Broad Rock Creek project.

The projected total cost of the project is \$ 1,100,000. The project was previously funded for \$ 601,000 with the FY16 City/State Revenue Sharing Program Funds. The \$ 499,000 in SGR funding will fill the projected construction deficit.

The project is to replace the existing structurally deficient steel frame, timber decked bridge built in 1949 with a new concrete solid core slab bridge. The bridge will expand the road section across the creek and connect the sidewalk spaces to match the existing roadway sections on either end of the bridge.

From this application process, the City received \$ 499,000 in additional construction funds for this project in FY19 (\$229,815) and FY20 (\$269,185). This Federal funding is 100% reimbursable.

**FISCAL IMPACT / COST TO THE CITY:** None.

**FISCAL IMPLICATIONS:** Without adopting this ordinance, the City will not be able to receive the \$ 499,000 State of Good Repair funds approved for the project.

**BUDGET AMENDMENT NECESSARY:** None. The State of Good Repair Funds will be allocated in the FY20 City Capital Improvement Budget process.

**REVENUE TO CITY:** \$ 499,000 in State of Good Repair Funds (FY19 & FY20) which are 100% reimbursable.

**DESIRED EFFECTIVE DATE:** Upon Adoption.

**REQUESTED INTRODUCTION DATE:** September 10, 2018.

**CITY COUNCIL PUBLIC HEARING DATE:** September 24, 2018.

**REQUESTED AGENDA:** Consent Agenda.

**RECOMMENDED COUNCIL COMMITTEE:** Land Use, Housing, and Transportation Standing Committee (LUHT) for September 18, 2018 scheduled meeting.

**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; Chief

Administrative Officer; Assistant to Chief Administrative Officer; Deputy Chief Administrative Officer Operations and City Attorney (2 copies).

**RELATIONSHIP TO EXISTING ORD. OR RES.:** Ordinance 2018-059 (May 14, 2018) adopting the FY2018-2019 Capital Improvement Plan; Ordinance 2015-175-181 (Sept 28 2015) to accept funds from VDOT Revenue Sharing Program, amend the Capital Budget, and to appropriate received funding to the list of projects

**REQUIRED CHANGES TO WORK PROGRAM(S):** Routine maintenance costs are expected in future years after construction is completed.

**ATTACHMENTS:** Standard Project Administration Agreement for Federal Aid Projects for the Lynhaven Ave over Broad Rock Creek Bridge Replacement project.

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

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

Project Number	UPC	Local Government
U000-127-R48	104217	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 33.2-214 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.
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:**

\_\_\_\_\_

APPROVED AS TO FORM



Assistant City Attorney

\_\_\_\_\_  
Typed or printed name of signatory

\_\_\_\_\_  
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 104217)

Appendix A

Date: 7/16/2018

Project Number: U000-127-R48 UPC: 104217 CFDA # 20.205 Locality: City of Richmond

Project Location ZIP+4: 23219-1907	Locality DUNS# 003133840	Locality Address (Incl ZIP+4): City of Richmond 900 East Broad Street Richmond, VA 23219-1907
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Project Narrative	
Scope:	BRIDGE IMPROVEMENTS - LYNHAVEN OVER BROAD ROCK CREEK
From:	LYNHAVEN ST
To:	LYNHAVEN ST
Locality Project Manager Contact info:	Lamont Benjamin 804-646-6339 Lamont.Benjamin@RichmondGov.com
Department Project Coordinator Contact Info:	Mohammed Aziz 804-441-1623 Mohammed.Aziz@vdot.virginia.gov

Project Estimates				
	Preliminary Engineering	Right of Way and Utilities	Construction	Total Estimated Cost
Estimated Locality Project Expenses	\$240,000	\$0	\$825,000	\$1,065,000
Estimated VDOT Project Expenses	\$10,000	\$0	\$25,000	\$35,000
Estimated Total Project Costs	\$250,000	\$0	\$850,000	\$1,100,000

Project Cost and Reimbursement						
Phase	Estimated Project Costs	Funds type <i>(Choose from drop down box)</i>	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	\$250,000	Revenue Sharing	50%	\$125,000	\$125,000	\$115,000
				\$0	\$0	
<b>Total PE</b>	<b>\$250,000</b>			<b>\$125,000</b>	<b>\$125,000</b>	
Right of Way & Utilities	\$0		0%	\$0	\$0	\$0
<b>Total CN</b>	<b>\$850,000</b>			<b>\$175,500</b>	<b>\$674,500</b>	
<b>Total Estimated Cost</b>	<b>\$1,100,000</b>			<b>\$300,500</b>	<b>\$799,500</b>	<b>\$764,500</b>

<b>Total Maximum Reimbursement by VDOT to Locality (Less Local Share)</b>	\$799,500
<b>Estimated Total Reimbursement by VDOT to Locality (Less Local Share and VDOT Expenses)</b>	\$764,500

Project Financing					
Revenue Share State Match	Revenue Sharing Local Match	SGR			Aggregate Allocations
\$300,500	\$300,500	\$499,000			\$1,100,000

Program and Project Specific Funding Requirements
<ul style="list-style-type: none"> <li>This project shall be administered in accordance with VDOT's Locality Administered Projects Manual and Urban Construction Initiative Program Guide.</li> <li>In accordance with Chapter 12.1.3 (Scoping Process Requirements) of the LAP Manual, the locality completed scoping on 12/27/13.</li> <li>This is a limited funds project. The LOCALITY shall be responsible for any additional funding in excess of \$799,500.</li> <li>All local funds included on this appendix have been formally committed by the local government's board or council resolution subject to appropriation.</li> <li>Reimbursement for eligible expenditures shall not exceed funds allocated each year by the Commonwealth Transportation Board in the Six Year Improvement Program.</li> <li>State of Good Repair Funds above consist of the following Fiscal Years:                         <ul style="list-style-type: none"> <li>FY19 Funds - \$229,815</li> <li>FY20 Funds - \$269,185</li> </ul> </li> <li>Revenue Sharing Program funds, as indicated in the Project Financing section, were approved in the following fiscal years:                         <ul style="list-style-type: none"> <li>FY14 Funds - \$1,000 (\$500 Locality &amp; \$500 VDOT)</li> <li>FY16 Funds - \$600,000 (\$300,000 Locality &amp; \$600,000 VDOT)</li> </ul> </li> <li>This project has Revenue Sharing Program allocations. Per §33 2-357 the project must progress in order to prevent these funds from being de-allocated.</li> <li>This Appendix A supersedes all previous versions signed by VDOT and the Locality.</li> </ul>

Typed or printed name of person signing

Revised July 3, 2018

Typed or printed name of person signing