

INTRODUCED: September 14, 2015

AN ORDINANCE No. 2015-193-191

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 Hull Street Primary Extension Paving Program project.

Patron – Mayor Jones

Approved as to form and legality
by the City Attorney

PUBLIC HEARING: SEPT 28 2015 AT 6 P.M.

THE CITY OF RICHMOND HEREBY ORDAINS:

§ 1. That the Chief Administrative Officer, for and on behalf of the City of Richmond, be and is hereby authorized to execute a Standard Project Administration Agreement between the City of Richmond and the Virginia Department of Transportation to provide funding for the Hull Street Primary Extension Paving Program project. The Standard Project Administration Agreement shall be approved as to form by the City Attorney and shall be substantially in the form of the document attached to this ordinance.

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

AYES: 7 NOES: 0 ABSTAIN: _____

ADOPTED: SEPT 28 2015 REJECTED: _____ STRICKEN: _____



CITY OF RICHMOND
INTRACITY CORRESPONDENCE

4-3449
O & R REQUEST

AUG 19 2015

Chief Administration Office
City of Richmond
O&R REQUEST

DATE: August 18, 2015

RECEIVED

TO: The Honorable Members of City Council

AUG 20 2015

THROUGH: The Honorable Dwight C. Jones, Mayor

OFFICE OF CITY ATTORNEY

THROUGH: Selena Cuffee-Glenn; Chief Administrative Officer

THROUGH: Christopher L. Beschler, Deputy Chief Administrative Officer

THROUGH: Dr. Emmamuel Adediran; Director of Public Works

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

FROM: Kenny Horak; Senior Capital Project Manager

RE: TO AUTHORIZE THE CHIEF ADMINISTRATIVE OFFICER OR DESIGNEE TO EXECUTE A STANDARD CITY/STATE AGREEMENT FOR THE RESURFACING OF "HULL STREET" 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 "Hull Street"(between Warwick Rd & Roberson Ln) Primary Extension Paving Program Project.

REASON: The Virginia Department of Transportation requests that the City of Richmond enter into an agreement for the development and administration of the approved Primary Extension Paving Program Project.

RECOMMENDATION: The department of Public works recommends approval.

BACKGROUND: House Bill 1887 required that a portion of the funding to be set aside to fund state of good repair on the locally maintained primary arterial system. Funding would be made available on a statewide, competitive basis using an application process similar to the existing Primary Extension Paving Program established by Commonwealth Transportation Board (CTB) policy. Local projects would be prioritized for funding using a quantitative scoring process such as asset condition, traffic volume, location on National Highway System (NHS) and locality's

expenditure on pavement maintenance program. Localities could apply for up to \$1 million in pavement funding.

The City of Richmond submitted an application for "Hull Street (Route 360)" paving project under 'Primary Extension Paving Program' in January 2015 and received approval for funding in June of 2015. The scope of "Hull Street" project consist of milling and resurfacing Hull St between (Warwick Rd & Robinson Ln). Estimated cost of the project is \$340,000.

Signing the City/State agreement is required to implement the Primary Extension Paving Program.

FISCAL IMPACT / COST: None. All funding for the Primary Extension Paving Program is provided by Virginia Department of Transportation (VDOT) per House Bill 1887.

FISCAL IMPLICATIONS: Not adopting this ordinance will prohibit the project from receiving \$340,000.00 in primary extension 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: \$340,000.00 in HB 1887 Primary Extension Paving Program funds.

DESIRED EFFECTIVE DATE: Upon Adoption.

REQUESTED INTRODUCTION DATE: September 14, 2015.

CITY COUNCIL PUBLIC HEARING DATE: September 28, 2015.

REQUESTED AGENDA: Consent Agenda.

RECOMMENDED COUNCIL COMMITTEE: Land Use, Housing and Transportation

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 Dwight C. Jones); Chief Administrative Officer (Selena Cuffee-Glen) Assistant to Chief Administrative Officer (Terri Garrett and City Attorney (2 copies)

RELATIONSHIP TO EXISTING ORD. OR RES.: None.

REQUIRED CHANGES TO WORK PROGRAM(S): None.

ATTACHMENTS: Standard Project Administration Agreement

O&R Request

Page 3 of 3

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
0360-127-956	107837	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 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 33.2-348 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:

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 107837

Project Number: 0360-127-956 UPC: 107837 CFDA # N/A Locality: City of Richmond

Project Location ZIP+4: 23219-1904	Locality DUNS# 003133840	Locality Address (incl ZIP+4): 900 East Broad Street Richmond, Virginia 23219-1904
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Project Narrative

Scope:	Resurfacing
From:	Hull Street Road Intersection
To:	Warwick Road
Locality Project Manager Contact Info:	Kenneth Horak@Richmondgov.com 804-618-4781
Department Project Coordinator Contact Info:	Kerry Batton@VDOT.virginia.gov 804-524-6283

Project Estimates

	Preliminary Engineering	Right of Way and Utilities	Construction	Total Estimated Cost
Estimated Locality Project Expenses	\$0	\$0	\$325,000	\$325,000
Estimated VDOT Project Expenses	\$5,000	\$0	\$10,000	\$15,000
Estimated Total Project Costs	\$5,000	\$0	\$335,000	\$340,000

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	\$5,000	State Funds	0%	\$0	\$5,000	\$0
				\$0	\$0	
				\$0	\$0	
				\$0	\$0	
Total PE	\$5,000			\$0	\$5,000	
Right of Way & Utilities						\$0
Total RW						
Construction	\$335,000	State Funds	0%	\$0	\$335,000	\$325,000
				\$0	\$0	
				\$0	\$0	
				\$0	\$0	
Total CN	\$335,000			\$0	\$335,000	
Total Estimated Cost	\$340,000			\$0	\$340,000	\$325,000

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

Total Maximum Reimbursement by VDOT to Locality (Less Local Share)	\$340,000
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Estimated Total Reimbursement by VDOT to Locality (Less Local Share and VDOT Expenses)

\$325,000

Project Financing

State Funds	Aggregate Allocations
\$340,000	\$340,000

Program and project Specific Funding Requirements

- This project shall be administered in accordance with VDOT's Urban Manual
- This project shall be administered in accordance with VDOT's Locally Administered Projects Manual
- This project shall meet all applicable ADA requirements
- 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.
- Funds for this project are not available until July 1, 2015
- This project must be advertised within six months of award funding or be subject to deallocation
- This is a limited funds project. The Locality shall be responsible for any additional funding in excess of \$340,000
- Total project allocations: \$340,000

Authorized Locality Official and date

Authorized VDOT Official
Recommendation and Date

Typed or printed name of person signing

Typed or printed name of person signing