

INTRODUCED: September 12, 2016

AN ORDINANCE No. 2016-225

To authorize the Chief Administrative Officer, 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 for the City to administer the Hull Street Primary Extension Paving Program project consisting of resurfacing Hull Street Road from its intersection with Hey Road to its intersection with Chippenham Parkway.

\_\_\_\_\_  
Patron – Mayor Jones

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

PUBLIC HEARING: SEPT 26 2016 AT 6 P.M.

THE CITY OF RICHMOND HEREBY ORDAINS:

§ 1. That the Chief Administrative Officer, on behalf of the City of Richmond, is hereby authorized to execute a Standard Project Administration Agreement between the City of Richmond and Virginia Department of Transportation for the City to administer the Hull Street Primary Extension Paving Program project consisting of resurfacing Hull Street Road from its intersection with Hey Road to its intersection with Chippenham Parkway. Such Standard Project

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

ADOPTED:    SEPT 26 2016    REJECTED: \_\_\_\_\_    STRICKEN: \_\_\_\_\_

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

AUG 9 2016
4-5507
Chief Administration Office
City of Richmond

O&R REQUEST

DATE: 8/5/2016

EDITION: 1

TO: The Honorable Members of City Council

RECEIVED

THROUGH: Dwight C. Jones, Mayor

AUG 24 2016

THROUGH: Selena Cuffee-Glenn, Chief Administrative Officer

OFFICE OF CITY ATTORNEY

THROUGH: John Buturla, Interim Deputy Chief Administrative Officer

THROUGH: Dr. Emmanuel 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 re-surfacing of "Hull Street"( between Hey Road and Chippenham Parkway) Primary Extension Paving Program Project.

REASON: The Virginia Department of Transportation request 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 requires funding for Primary Extension Paving Program for US Routes and Virginia State Routes. The report 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 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 "Hull St Route 360". The scope of the "Hull St Project" consist of milling and resurfacing Hull St between (Hey Road and Chippenham Parkway). The estimated cost of the project is \$230,000.00.

The current PCI rating for this segment of Hull St at time of submission was 27 and below which was rated as poor condition.

The "Hull Street" project was submitted in March 2016 and received approval for funding in July 2016 in the amount of \$230,000.00.

**FISCAL IMPACT / COST:** None. All funding for the Primary Extension Paving Program is provided by Virginia Department of Transportation (VDOT) per House Bill 1887. Funding is 100% reimbursable.

**FISCAL IMPLICATIONS:** Not adopting this ordinance will prohibit the project from receiving \$230,000.00 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:** \$230,000.00 in HB 1887 Primary Extension Paving Program funds.

**DESIRED EFFECTIVE DATE:** Upon Adoption

**REQUESTED INTRODUCTION DATE:** September 12, 2016.

**CITY COUNCIL PUBLIC HEARING DATE:** September 26, 2016.

**REQUESTED AGENDA:** Consent Agenda

**RECOMMENDED COUNCIL COMMITTEE:** Land Use Housing and Transportation Sub Committees .

**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-Glenn); Interim Deputy Chief Administrative Officer (John Buturla) (City Attorney (2 copies)

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

**REQUIRED CHANGES TO WORK PROGRAM(S):** None.

**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
0360-127-996	109518	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 109518)

Appendix A

Project Number: 0360-127-996 UPC: 109518 CFDA # N/A Locality: City of Richmond Date: 7/20/2016

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 Hull Street RD EB lane  
 From: Hey Road  
 To: Chippenham Parkway  
 Locality Project Manager Contact Info: Kenneth.Horak@Richmondgov.com 804-646-4791  
 Department Project Coordinator Contact Info: Kerry.Batten@Richmondgov.com 804-524-6283

**Project Estimates**

	Preliminary Engineering	Right of Way and Utilities	Construction	Total Estimated Cost
Estimated Locality Project Expenses	\$0	\$0	\$220,000	\$220,000
Estimated VDOT Project Expenses	\$0	\$0	\$10,000	\$10,000
Estimated Total Project Costs	\$0	\$0	\$230,000	\$230,000

**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 -
Preliminary Engineering	\$0		0%	\$0	\$0	
				\$0	\$0	
				\$0	\$0	
				\$0	\$0	
<b>Total PE</b>	<b>\$0</b>			<b>\$0</b>	<b>\$0</b>	
Right of Way & Utilities	\$0		0%	\$0	\$0	\$0
				\$0	\$0	
				\$0	\$0	
				\$0	\$0	
<b>Total RW</b>	<b>\$0</b>			<b>\$0</b>	<b>\$0</b>	
Construction	\$230,000	State Funds	0%	\$0	\$230,000	\$0
				\$0	\$0	
				\$0	\$0	
				\$0	\$0	
<b>Total CN</b>	<b>\$230,000</b>			<b>\$0</b>	<b>\$0</b>	
<b>Total Estimated Cost</b>	<b>\$230,000</b>			<b>\$0</b>	<b>\$230,000</b>	<b>\$220,000</b>

<b>Total Maximum Reimbursement by VDOT to Locality (Less Local Share)</b>	\$230,000
<b>Estimated Total Reimbursement by VDOT to Locality (Less Local Share and VDOT Expenses)</b>	\$220,000

**Project Financing**

CTB Formula State Funds					Aggregate Allocations
\$230,000					\$230,000

**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.
- 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 \$230,000 (if applicable)
- Total project allocations: \$230,000

*Kenneth P. Horak* 8-3-16  
 Authorized Locality Official and date

**KENNETH P. HORAK**  
 Typed or printed name of person signing

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

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