INTRODUCED: September 24, 2018

#### AN ORDINANCE No. 2018-265

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 upgrading of the handicap ramps on and the milling and resurfacing of the eastbound lanes of Semmes Avenue between West 9th Street and West 20th Street, the southbound lanes of Jefferson Davis Highway between Hull Street and North Hopkins Road, and the northbound lanes of Jefferson Davis Highway between Stockton Street and Chesterman Avenue, as part of the Department of Public Works' Semmes Avenue and Jefferson Davis Highway State of Good Repair Paving Projects program.

Patron - Mayor Stoney

Approved as to form and legality by the City Attorney

PUBLIC HEARING: NOV 13 2018 AT 6 P.M.

#### THE CITY OF RICHMOND HEREBY ORDAINS:

ADOPTED:

§ 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 upgrading of the handicap ramps on and the milling and resurfacing of the eastbound lanes of AYES:

9 NOES:

0 ABSTAIN:

NOV 13 2018 REJECTED:

STRICKEN:

Semmes Avenue between West 9<sup>th</sup> Street and West 20<sup>th</sup> Street, the southbound lanes of Jefferson Davis Highway between Hull Street and North Hopkins Road, and the northbound lanes of Jefferson Davis Highway between Stockton Street and Chesterman Avenue as part of the Department of Public Works' Semmes Avenue and Jefferson Davis Highway State of Good Repair Paving Projects program. 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.

## SECENTIFIED

SEP 1 8 2018



### O & R REQUEST **ATTORNEY** CITY OF ROTH

**INTRACITY CORRESPONDENCE** 

Office of the Chief Administrative Officer

0&R	REO	UEST
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DATE:

August 23, 2018

EDITION:

TO:

The Honorable Members of City Council

THROUGH: The Honorable Levar M. Stoney, Mayor

THROUGH: Selena Cuffee-Glenn, Chief Administrative Officer

THROUGH: Robert Steidel, Deputy Chief Administrative Officer - Operations

THROUGH: Bobby Vincent Jr.; 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 'SEMMES AVENUE AND JEFFERSON DAVIS HIGHWAY' STATE OF GOOD REPAIR/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 of Semmes Avenue and Jefferson Davis Highway State of Good Repair/Primary Extension Paving Program Projects

REASON: The Virginia Department of Transportation request that the City of Richmond enter into an agreement for the development and administration of the approved FY 19 State of Good Repair/Primary Extension Paving Program Projects.

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 US Routes and Virginia State Routes. The program must include the condition of the existing transportation assets; the methodology used to determine maintenance and 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 state wide, program and the City of Richmond submitted the applications for "Semmes Avenue and Jefferson Davis Highway" for FY 2019. The scope of the "Semmes Avenue Project" consist of milling and resurfacing Semmes Avenue East Bound Lanes between W 9th Street and W 20th Street at an estimated cost of \$206,000.00. The scope of the "Jefferson Davis South Bound Lane Project" consist of milling and resurfacing of Jefferson Davis Highway South Bound Lanes between Hull St and Hopkins Road at an estimated cost of \$408,000.00. The scope of "Jefferson Davis North Bound Lane Project" consist of milling and resurfacing of Jefferson Davis Highway North Bound Lanes between Stockton St and Chesterman Avenue at an estimated cost of \$356,000.00

The "Semmes Avenue and Jefferson Davis Highway" projects were submitted in March 2018 and received approval for funding by the Commonwealth Transportation Board (CTB) in June 2018 in the total amount of \$970,000.00

FISCAL IMPACT / COST: None. All 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 \$970,000.00 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:** \$970,000.00 in HB 1887 Primary Extension Paving Program funds.

**DESIRED EFFECTIVE DATE:** Upon Adoption.

REQUESTED INTRODUCTION DATE: September 24, 2018.

CITY COUNCIL PUBLIC HEARING DATE: October 8, 2018

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); Chief Administrative Officer (Selena Cuffee-Glenn); 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 State-aid Projects

	Project Number	UPC	Local Government
ı	0001-127-037	113432	
ı	0001-127-038	113433	City of Richmond
L	0060-127-036	113483	

THIS AGREEMENT, made and executed in triplicate this day of January, 2019, 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 33.2-214 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.
- 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.
- Appendix A identifies the funding sources for the project, phases of work to be 3. 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.
- If designated by the DEPARTMENT, the LOCALITY is authorized to act as the 4. DEPARTMENT's agent for the purpose of conducting survey work pursuant to Section 33.2-1011 of the Code of Virginia, 1950, as amended.
- Nothing in this Agreement shall obligate the parties hereto to expend or provide any 5. 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.
- Nothing in this agreement shall be construed as a waiver of the LOCALITY's or the 6. 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.
- The Parties mutually agree that no provision of this Agreement shall create in the public, 8. 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.

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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:	
Selenely efublem	
Selena Cuffee-66nn	
Typed or printed name of signatory	
_40	1/18/19
Title	Date
Ehabeth H. Pary	1/18/19
Signature of Witness	Date
NOTE: The official signing for the LOCALITY authority to execute this agreement.	must attach a certified copy of his or her
COMMONWEALTH OF VIRGINIA, DEPART	MENT OF TRANSPORTATION:
8 hors	1/28/19
Chief of Policy	Date
Commonwealth of Virginia	
Department of Transportation	
Brenda Cirica	1/28/2019
Signature of Witness	Date
Attachment	

Appendix A (UPCs 113432, 113433, 113483)

Project I	Number: 0001-127-037	UPC: 113432	CFDA#	20,205	Locality:	Date:	1/15/2019
Project L	ocation 2IP+4: 23224+3728	Locally DUNS# 003133840	4,0,1,1	2.0,200	Locality Addres	City of Richmond s (incl ZIP+4): City of Richmond, ichmond, VA 23219-1907	
Scope	Mill and Overlay Jefferson Davi	Projectis Highway between Stockton St to	t Nametive Chesterman	Ave and	perform upgrade	s to handicap ramps to me	et ADA
From:	Stockton St						_
To:	Chesterman Ave			_			

		Project Estin	artes .	Contract of the Contract of th
	Preliminary Engineering	Right of Way and Utilities	Construction	Total Estimated Cost
Estimated Locality Project Expenses	\$0	\$0	\$327,000	\$327,000
Estimated VDOT Project Expenses	\$0	\$0	\$29,000	\$29,000
Estimated Total Project Costs	\$0	\$0	\$356,000	\$356,000

	Charles and the contract of	Projec	t Cost and Reimbursom	ent		Charles Company
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 Reimburaement to Locality (Max. Reimbursement Est. VDOT Expenses)
Construction	\$356,000	SGR	0%	\$0	\$356,000	The Part of the Pa
				\$0	\$0	
				\$0	50	
				\$0	50	
				\$0	\$0	
Total CN	\$356,000			\$0	\$356,000	\$327,000
Total Estimated Cost	\$356,000			\$0	\$356,000	\$327,000

Total Maximum Relimbursement by VDOT to Locality (Less Local Share)	
Fell and Administration of Too to Educativy (Lass Could Stille)	\$358,000
Estimated Total Reimbursement by VDOT to Locality (Less Local Share and VDOT Expenses)	\$327,000

	Project filmanoling	
State of Good Repair		Aggregate Allocations
\$356,000		\$356,000

#### Program and Project Specific Funding Requirements

This project shall be administered in accordance with VDOT's Locally Administered Projects Manual and Urban Manual

Kenneth Horak (804) 646-4781

Michael Campbell (604) 524-6526

- In accordance with Chapter 12,1.3 (Scoping Process Requirements) of the LAP Manual, the locality shall complete project scoping on or before 04/11/2019.
- This is a limited funds project. The Locality shall be responsible for any additional funding in excess of \$356,000
- 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

Locality Project Manager Contact Info:

Department Project Coordinator Contact Info:

- 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 deafocation.
- The project will be constructed and maintained in accordance with VDOT's Urban Manual and Urban Construction Initiative Program Administration Guide.

KENNETH D. HORAK
Typed or printed name of person signing

Authorized VDOT Official and Date

Michael Campbell
Typed or printed name of person algoing

Appendix	t A						Date: 1	/15/2019
Project N	lumber:	0001-127-038	UPC:	113433	CFDA # 20.205	Locality:	City of Richmond	
Project Lo	ocation ZIP+4; 23	224+3728	Locality D	JNS# 003133840	Narrative	Locality Address Broad Street, Rich	incl ZIP+4). City of Richmond, nmond, VA 23219-1907	900 Eas
Scope:	Mill and Over	lay Jefferson Davi	s Highway be			ade handican ram	os to meet ADA requirement	
From:	Hull Street					The state of the s	TO THE CENTER OF THE INCINCTION	3,
To:	Hopkins Rd							

		Project Estima	São .		
	Pratiminary Engineering	Right of Way and Utaties	Construction	Total Estimated Cost	GETTE T
Estimated Locality Project Expenses	\$0	So	\$375,000	\$375,000	
Estimated VDOT Project Expenses	\$0	\$0	\$33,000	\$33,000	
Estimated Total Project Costs	\$0	50	\$408,000	\$408 DOO	

		Project (	ost and Relabbyseme	qt	A PARTIE OF THE PARTIES OF	
Phase	Caminated Project Coats	Funds type (Chaase from thop down bos)	Local % Participation for Funds Type	Local Share Amount	Maximum Reimbursement (Estimated Cost - Local Share)	Estimated Reimbursement to Locality (Max. Reimbursement - Est, VDOT Expenses)
Construction	\$408,000	SGR	0%	\$0	\$408,000	E COSTUMENTO
				\$0	\$0	
			10.0	\$0	\$0	
1 17 10 10 10	20			\$0	50	
				\$0	\$0	
Total CN	\$408,000			\$0	\$408,000	\$375,000
Total Estimated Cost	\$408,000			\$0	\$408,000	\$375.000

Total Maximum Reimbursement by VDOT to Locality (Less Local Share)	\$408,000
Estimated Total Reimbursement by VDOT to Locality (Less Local Share and VDOT Expenses)	\$375,000
	40,5,000

	Broject Financing	
State of Good Repair		Aggregate Allocations
\$408,000		\$408,000

#### Program and Project Specific Funding Requirements

 This project shall be administered in accordance with VDOT's Locally Administered Projects Manual and Urban Manual.

Kenneth Horak (804) 646-4781

Michael Campbell (804) 524-6526

- In accordance with Chapter 12,1.3 (Scoping Process Requirements) of the LAP Manual, the locality shall complete project scoping on or before 04/11/2019.
- This is a limited funds project. The Locality shall be responsible for any additional funding in excess of
- \$408,000 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

Locality Project Manager Contact Info:

Department Project Coordinator Contact Info

- 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.
- The project will be constructed and maintained in accordance with VDDT's Urban Manual and Urban Construction initiative Program Administration Guide

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

KONNE TH P. HOZAK

Typed or printed name of person signing

Michael Carpbell

Project Estimates					
	Preliminary Engineering	Right of Way and Utilities	Construction	Total Estimated Cost	中国人
Estimated Locality Project Expenses	\$0	\$0	\$189,000	\$189,000	
Estimated VDOT Project Expenses	\$0	\$0	\$17,000	\$17,000	
Estimated Total Project Costs	\$0	\$0	\$208,000	\$206,000	

		Projec	t Cost and Reimburseme	int	CONTRACTOR OF STREET	The same of the sa
Phase	Estimated Project Costs	Funds type (Choose from drop down box)	Local % Participation for	Local Share Amount	Maximum Reimbursement (Estimated Cost - Local Share)	Estimated Reimbursement to Locality (Max. Reimbursement - Est. VDOT Expenses)
Construction	\$206.000	SGR	0%	\$0	\$206,000	Printer Barrier
			\$0	\$0		
			\$0	50		
			\$0	\$0		
				\$0	\$0	
Total CN	\$206,000			\$0	\$206,000	\$189,000
Fotal Estimated Cost	\$206,000			\$0	\$206,000	\$189,000

Total Maximum Reimbursement by VDOT to Locality (Less Local Share)	\$206,000
Estimated Total Reimbursement by VDOT to Locality (Less Local Share and VDOT Expenses)	\$189,000
	0.00.00

		Project Financing	THE REST PERSONS	TAY BEAT WATER	
State of Good Repair					Aggregate Allocations
\$206,000					\$206,000

#### Program and Project Specific Funding Requirements

- This project shall be administered in accordance with VDOT's Locally 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 04/11/2019,
- This is a limited funds project. The Locality shall be responsible for any additional funding in excess of
- \$205,000
- 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
- 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 monetarity, as required by the Department,
- This project must be advantised within six months of award funding or be subject to deallocation,
- The project will be constructed and maintained in accordance with VDOT's Urban Manual and Urban Construction Initiative Program Administration Guide.

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