

INTRODUCED: November 13, 2017

AN ORDINANCE No. 2017-213

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 resurfacing of the eastbound lane of West Laburnum Avenue between its intersection with Brook Road and its intersection with Saunders Avenue.

\_\_\_\_\_  
Patron – Mayor Stoney

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

PUBLIC HEARING: DEC 11 2017 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 resurfacing of the eastbound lane of West Laburnum Avenue between its intersection with Brook Road and its intersection with Saunders Avenue. The Standard Project Administration

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

ADOPTED:    DEC 11 2017    REJECTED: \_\_\_\_\_    STRICKEN: \_\_\_\_\_

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

4-7140

OCT 18 2017

Office of the Chief Administrative Officer

O&R REQUEST

DATE: October 16, 2017 EDITION: 1

TO: The Honorable Members of City Council

THROUGH: The Honorable Levar M. Stoney, Mayor [Signature] 11/7/17

THROUGH: Selena Cuffee-Glenn, Chief Administrative Officer [Signature]

THROUGH: Robert Steidel, Deputy Chief Administrative Officer [Signature]

THROUGH: Bobby Vincent Jr.; Director of Public Works [Signature]

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

FROM: Kenny Horak; Senior Capital Project Manager [Signature]

RECEIVED

NOV 07 2017

OFFICE OF CITY ATTORNEY

RE: TO AUTHORIZE THE CHIEF ADMINISTRATIVE OFFICER OR DESIGNEE TO EXECUTE A STANDARD CITY/STATE AGREEMENT FOR THE RESURFACING OF HUGUENOT ROAD AND WEST LABURNUM AVENUE PRIMARY EXTENTION AND STATE OF GOOD REPAIR 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 "Huguenot Road" (between South County Line and Waxford Road) and "West Laburnum Avenue" (between Brook Road and Saunders Avenue) Primary Extension Paving Program Project under State of Good Repair Program.

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 18 Primary Extension Paving Program Project under State of Good Repair Program.

RECOMMENDATION: The department of Public works recommends approval.

**BACKGROUND:** House Bill 1887 requires funding for Primary Extension Paving Program under State of Good Repair Paving Program 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 state of good 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 "Huguenot Road and West Laburnum Ave for FY18. The scope of the "Huguenot Road Project" consist of milling and resurfacing Huguenot Road between (South County Line and Waxford Rd). The estimated cost of the project is \$210,000.00. The scope of the "West Laburnum Avenue Project" consist of milling and resurfacing West Laburnum Avenue between (Brook Road and Saunders Ave.).The estimated cost of the project is \$616,000.00.

The "Huguenot Rd and West Laburnum Avenue" projects were submitted in March 2017 and received approval for funding by the Commonwealth Transportation Board (CTB) in July 2017 in the total amount of \$826,000.00

**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 projects from receiving \$826,000.00 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:** \$826,000.00 in HB 1887 Primary Extension Paving Program funds.

**DESIRED EFFECTIVE DATE:** Upon Adoption.

**REQUESTED INTRODUCTION DATE:** November 13, 2017.

**CITY COUNCIL PUBLIC HEARING DATE:** December 11, 2017

**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
9999-127-028	112066	City of Richmond

THIS AGREEMENT, made and executed in triplicate this 7<sup>th</sup> day of February, 2018 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.
  - 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:**

*Selma Buffable*

SOLMA BUFFABLE

Typed or printed name of signatory

Chief Administrative Officer

Title

1/5/2018

Date

*Dimitri A. McQueen*

Signature of Witness

1/5/2018

Date

APPROVED AS TO FORM

*[Signature]*

Assistant City Attorney

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:**

*[Signature]*

Chief of Policy

Commonwealth of Virginia

Department of Transportation

2/7/18

Date

Brenda Couch

Signature of Witness

2/7/2018

Date

**Attachment**

Appendix A (UPC 112066)

Appendix A

Project Number: 9999-127-028 UPC: 112066 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

**Project Narrative**  
 Scope: SR 197 E B W. Laburnum  
 From: Brook Road  
 To: Saunders Avenue  
 Locality Project Manager Contact Info: Kenneth.Horak@Richmondgov.com 804-648-4791  
 Department Project Coordinator Contact Info: Mohammed Aziz@Vdot.Virginia.gov 804-441-1623

Project Estimates				
	Preliminary Engineering	Right of Way and Utilities	Construction	Total Estimated Cost
Estimated Locality Project Expenses	\$0	\$0	\$596,000	\$596,000
Estimated VDOT Project Expenses	\$5,000	\$0	\$15,000	\$20,000
Estimated Total Project Costs	\$5,000	\$0	\$611,000	\$616,000

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 - Est. VDOT Expenses)
Preliminary Engineering	\$5,000	State Funds	0%	\$0	\$5,000	
				\$0	\$0	
				\$0	\$0	
<b>Total PE</b>	\$5,000			\$0	\$0	
Right of Way & Utilities				\$0	\$5,000	\$0
<b>Total RW</b>						\$0
Construction	\$611,000	State Funds	0%	\$0	\$611,000	
				\$0	\$0	
				\$0	\$0	
				\$0	\$0	
<b>Total CN</b>	\$611,000			\$0	\$0	
<b>Total Estimated Cost</b>	\$616,000			\$0	\$611,000	\$596,000
				\$0	\$616,000	\$596,000

<b>Total Maximum Reimbursement by VDOT to Locality (Less Local Share)</b>	\$616,000
<b>Estimated Total Reimbursement by VDOT to Locality (Less Local Share and VDOT Expenses)</b>	\$596,000

Project Financing					
CTB Primary Extension/SGR					Aggregate Allocations
\$616,000					\$616,000

- Program and project Specific Funding Requirements**  
 Urban Manual  
 Locally Administered Projects Manual
- This project shall be administered in accordance with VDOT's
  - This project shall be administered in accordance with VDOT's
  - 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
  - In accordance with Chapter 12.1.3 (Scoping Process Requirements) of the LAP Manual, the locality shall complete project scoping on or before 6/1/2019.
  - 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 \$616,000 (if applicable)

*Kenneth Horak* 1/4/18  
 Authorized Locality Official and date

**KONNETH HORAK**  
 Typed or printed name of person signing

*Mohammed Aziz* 1/4/18  
 Authorized VDOT Official  
 Recommendation and Date

**Mohammed Aziz**  
 Typed or printed name of person signing