

INTRODUCED: March 12, 2018

AN ORDINANCE No. 2018-102

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 rehabilitation of the Mayo Bridge.

Patron – Mayor Stoney

Approved as to form and legality
by the City Attorney

PUBLIC HEARING: MAR 26 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 rehabilitation of the Mayo Bridge. 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.

AYES: 9 NOES: 0 ABSTAIN: _____

ADOPTED: MAR 26 2018 REJECTED: _____ STRICKEN: _____

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



CITY OF RICHMOND
INTRACITY CORRESPONDENCE

O & R REQUEST

4-7517
FEB 14 2018

Office of the
Chief Administrative Officer

O&R REQUEST

DATE: February 12, 2018 EDITION: 1

TO: The Honorable Members of City Council

THROUGH: The Honorable Levar M. Stoney, Mayor

Handwritten initials and date: 2/6/18

THROUGH: Selena Cuffee-Glenn, Chief Administrative Officer

Handwritten initials: SC

THROUGH: Robert C. Steidel, Deputy Chief Administrative Officer - Operations

Handwritten signature

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

RECEIVED

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

Handwritten initials: MK

MAR 08 2018

THROUGH: Lamont L. Benjamin, P.E., Capital Projects Administrator

Handwritten initials: LLB

OFFICE OF CITY ATTORNEY

FROM: Thomas A. Westbrook, P.E., Project Manager

Handwritten initials: TAW

RE: TO AUTHORIZE THE CHIEF ADMINISTRATIVE OFFICER OR
DESIGNEE TO EXECUTE A STANDARD CITY/STATE PROJECT
AGREEMENT FOR THE ADMINISTRATION OF THE "MAYO BRIDGE"
PROJECT.

ORD. OR RES. No. _____

PURPOSE: To authorize the Chief Administrative Officer or designee, for and on the behalf
of the City of Richmond, to execute a Standard City/State agreement for the
administration of the "Mayo Bridge" rehabilitation project.

REASON: The Virginia Department of Transportation (VDOT) requires that the City execute
a project administration agreement for the project.

RECOMMENDATION: The Department of Public Works recommends approval of this
Ordinance.

BACKGROUND: The Mayo Bridge transports US Route 360 across the James River making
the Mayo Bridge part of the National Highway System. The bridge is actually two individual
bridges separated near the middle by Mayo's Island. The current bridge is built on the site of
the first (toll) bridge by John Mayo, Jr. completed in 1788. The current Mayo Bridge was built

in 1913 and is one of the oldest City owned bridges. The Mayo Bridge imitates the famous Pont Neuf in Paris, France. The Mayo Bridge connects Downtown Richmond to historic Manchester.

The previous project (UPC 82110) completed the Structural Analysis and Feasibility Study in 2011 to determine whether to rehabilitate or replace the Mayo Bridge. This project implements the rehabilitation plans (design and construction) for the Mayo Bridge as recommended from the Feasibility Study. The project is funded for \$ 8,250,000, of which \$ 6,500,000 is RSTP/TPO funds and \$ 1,750,000 is State of Good Repair (SGR) funds.

The project is scheduled to begin design in 2018. Public information meetings will be held as part of the public involvement process. DPW anticipates that the public meeting will be held in 2019 following completion of the 60% plans. DPW also anticipates that construction will begin in 2020.

FISCAL IMPACT / COST: None. Funds are 100% reimbursable.

FISCAL IMPLICATIONS: If the authorization is not granted, the City will not be able to administer the project and will have to return the funds accepted for the project.

BUDGET AMENDMENT NECESSARY: No. Some allocations for the project have already been included in the City's adopted Capital Improvement Program Budgets (Previous – \$ 500,000 RSTP/TPO and \$ 625,000 SGR; FY18 – \$ 275,000 SGR) and the remaining is proposed in upcoming Capital Improvement Program Budgets (FY19 – \$1,000,000 RSTP/TPO and \$ 175,000 SGR; FY20 – \$ 2,000,000 RSTP/TPO and \$ 225,000 SGR; FY21 \$3,000,000 RSTP/TPO and \$ 450,000 SGR).

REVENUE TO CITY: \$ 8,250,000 consisting of \$ 6,500,000 in RSTP/TPO funds and \$ 1,750,000 in State of Good Repair funds.

DESIRED EFFECTIVE DATE: Upon Adoption.

REQUESTED INTRODUCTION DATE: March 9, 2018

CITY COUNCIL PUBLIC HEARING DATE: March 26, 2018

REQUESTED AGENDA: Consent.

RECOMMENDED COUNCIL COMMITTEE: Land Use Housing and Transportation Standing Committee.

CONSIDERATION BY OTHER GOVERNMENTAL ENTITIES: None.

O&R Request

Page 3 of 3

AFFECTED AGENCIES: Public Works; Department of Parks, Recreation and Community Facilities; Planning and Development Review; Public Utilities; Economic Development; Finance; Budget and Strategic Planning; Law Department. Copies sent to City Mayor; Chief Administrative Officer; Deputy Chief Administrative Officer, City Attorney (2 copies)

RELATIONSHIP TO EXISTING ORD. OR RES.: ORD. 2009-23-43; authorizing the Acting Chief Administrative Officer to execute a Standard Project Administration agreement.

REQUIRED CHANGES TO WORK PROGRAM(S): None.

ATTACHMENTS: Copy of Standard Project Administration Agreement.

STAFF: M. S. Khara, P.E.; City Engineer, Public Works, 646-5413
Lamont L. Benjamin, P.E.; Capital Projects Administrator, Public Works, 646-6339
Thomas A. Westbrook, P.E.; Project Manager, Public Works, 646-3421

STANDARD PROJECT ADMINISTRATION AGREEMENT
Federal-aid Projects

Project Number	UPC	Local Government
U000-127-860	104888	City of Richmond

THIS AGREEMENT, made and executed in triplicate this 19 day of June, 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 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 Richmond OF Richmond, VIRGINIA:

Selena Cuffee-Glenn

Selena Cuffee-Glenn

Typed or printed name of signatory

APPROVED AS TO FORM

[Signature]

Assistant City Attorney

Chief Administrative Officer

Date 6/1/18

Title

[Signature]

Signature of Witness

6/1/18
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:

[Signature]

Chief of Policy
Commonwealth of Virginia
Department of Transportation

6/19/18
Date

[Signature]

Signature of Witness

6/19/18
Date

Attachments

Appendix A (list out all App A's to be included, by UPC)

Appendix A

Project Number: U000-127-860 UPC: 104888 CFDA # 20.205 Locality: City of Richmond Date: _____

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: SGR - RTE 360 - REHAB MAYO BRIDGE

From: East 14th Street @ James River

To: East 14th Street @ James River

Locality Project Manager Contact Info: Thomas.Westbrook@Richmondgov.com 804-646-3421

Department Project Coordinator Contact Info: Mohammed.Aziz@Vdot.Virginia.gov 804-441-1823

Project Estimates				
	Preliminary Engineering	Right of Way and Utilities	Construction	Total Estimated Cost
Estimated Locality Project Expenses	\$720,000		\$7,400,000	\$8,120,000
Estimated VDOT Project Expenses	\$30,000		\$100,000	\$130,000
Estimated Total Project Costs	\$750,000		\$7,500,000	\$8,250,000

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	\$750,000	RSTP	0%	\$0	\$750,000	
				\$0	\$0	
				\$0	\$0	
				\$0	\$0	
Total PE	\$750,000			\$0	\$750,000	\$720,000
Total RW	\$0			\$0	\$0	\$0
Construction	\$7,050,000	RSTP	0%	\$0	\$7,050,000	
	\$450,000	State Funds	0%	\$0	\$450,000	
				\$0	\$0	
				\$0	\$0	
				\$0	\$0	
Total CN	\$7,500,000			\$0	\$7,500,000	\$7,400,000
Total Estimated Cost	\$8,250,000			\$0	\$8,250,000	\$8,120,000

Total Maximum Reimbursement by VDOT to Locality (Less Local Share)	\$8,250,000
Estimated Total Reimbursement by VDOT to Locality (Less Local Share and VDOT Expenses)	\$8,120,000

Project Financing						
RSTP	SGR					Aggregate Allocations
\$6,500,000	\$1,750,000					\$8,250,000

- Program and Project Specific Funding Requirements**
- The project will be constructed and maintained in accordance with VDOT's Urban Manual and Urban Construction Initiative Program Administration Guide
 - This project shall be administered in accordance with VDOT's Locally Administered Projects Manual
 - In accordance with Chapter 12.13 (Scoping Process Requirements) of the LAP Manual, the locality shall complete project scoping on or before (date).
 - This is a limited funds project. The Locality shall be responsible for any additional funding in excess of \$8,250,000 (if applicable)
 - Reimbursement for eligible expenditures shall not exceed funds allocated each year by the Commonwealth Transportation Board in the Six Year Improvement Program.
 - Reimbursement for eligible expenditures shall not exceed funds allocated each year by the Commonwealth Transportation Board in the Six Year Improvement Program.

 02/06/18
 Authorized Locality Official and Date

 Authorized VDOT Official and Date

Thomas A. Westbrook
 Typed or printed name of person signing

 Typed or printed name of person signing