INTRODUCED: December 17, 2018

## AN ORDINANCE No. 2018-330

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 City's traffic signal system by integrating it with regional automated vehicle location systems to control the timing of traffic signals for transit, emergency, and other City-operated vehicles equipped with automated vehicle location systems for the purpose of maintaining transit schedules, improving emergency vehicle response, enhancing multimodal operations, and lowering vehicle emissions.

Patron – Mayor Stoney

Approved as to form and legality by the City Attorney

PUBLIC HEARING: JAN 28 2019 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 upgrading of the City's traffic signal system by integrating it with regional automated vehicle location systems to control the timing of traffic signals for transit, emergency, and other City-AYES:

9 NOES:
0 ABSTAIN:

ADOPTED: JAN 28, 2019 REJECTED: STRICKEN:

operated vehicles equipped with automated vehicle location systems for the purpose of maintaining transit schedules, improving emergency vehicle response, enhancing multimodal operations, and lowering vehicle emissions. 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.



## CITY OF RICHMOND

INTRACITY CORRESPONDENCE

O & R REQUEST 4 - 8346 NOV 1 3 2018

Office of the Chief Administrative Officer

## O&R REQUEST

DATE:

October 31, 2018

**EDITION: 1** 

TO:

The Honorable Members of City Council

THROUGH: The Honorable Levar M. Stoney, Mayor

THROUGH: Selena Cuffee-Glenn; Chief Administrative Officer

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

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

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

THROUGH: Michael B. Sawyer, P.E., City Transportation Engineer May

FROM:

Enrique Burgos, P.E., Signal Systems Engineer

RE:

TO AUTHORIZE THE CHIEF ADMINISTRATIVE OFFICER OR DESIGNEE TO EXECUTE A STANDARD CITY/STATE PROJECT ADMINISTRATION AGREEMENT FOR THE SMART CITIES: CENTRALIZED TRANSIT SIGNAL PRIORITY / EMERGENCY VEHICLE

PREEMPTION PROJECT (UPC 111701).

ORD. or RES. No.			
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<u>PURPOSE</u>: 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 Smart Cities: Centralized Transit Signal Priority (TSP)/Emergency Vehicle Preemption (EVP) Project (UPC 111701).

**REASON:** The Virginia Department of Transportation (VDOT) requests that the City enter into an agreement for the development and administration of the Smart Cities: Centralized TSP/EVP Project.

**RECOMMENDATIONS:** The Department of Public Works recommends approval of this ordinance.

**BACKGROUND:** On December 4, 2015, President Obama signed the Fixing America's Surface Transportation (FAST) Act (Pub. L. No. 114-94) into law—the first federal law in over a decade to provide long-term funding certainty for surface transportation infrastructure planning and investment.

O&R Request October 31, 2018 Page 2 of 3

The FAST Act authorizes \$305 billion over fiscal years 2016 through 2020 for highway and motor vehicle safety, public transportation, motor carrier safety, hazardous materials safety, rail, and research, technology, and statistics programs. The FAST Act maintains focus on safety, keeps intact the established structure of the various highway-related programs, continues efforts to streamline project delivery and, for the first time, provides a dedicated source of federal dollars for freight projects. With the enactment of the FAST Act, states and local governments are now moving forward with critical transportation projects with the confidence that they will have a federal partner over the long term.

The Smart Scale funds come from two main programs — the construction District Grants Program (DGP) and the High-Priority Projects Program (HPPP) — both established in 2015 under the Code of Virginia §33.2-358. The DGP is open only to localities. This project was funded thru the Smart Scale funds in 2017.

The project provides for a citywide centralized TSP/EVP system to manage priority and preemption requests to improve emergency response, maintain transit schedules, lower emissions, and improve multimodal operations. The system will leverage ongoing Advanced Traffic Management System (ATMS) upgrades.

The proposed central system upgrade will integrate the City's traffic signal system with the Region's Automated Vehicle Location (AVL) systems to improve safety operations and travel speeds for transit vehicles (TV), emergency vehicles (EV), and other City-operated vehicles equipped with AVL. The proposed system accomplishes these goals through an exchange of information between Econolite Centracs (City ATMS Central System) and Clever Devices (GRTC Transit System AVL Central System) and Sierra (City of Richmond Fire Department AVL Central System) software platforms.

The project will include the development of the software interface between Centracs and the AVL software platforms. Leveraging ongoing City ATMS fiber optic communication upgrades, the developed software interface will provide a link between Centracs and the AVL software platforms to exchange location, speed, headway and destination data for TVs and EVs. The interface logic will utilize this data in Centracs to determine traffic signal locations where transit signal priority (TSP) or emergency vehicle preemption (EVP) should be granted to support on time arrival and reduce delays.

Granting of TSP requests are determined based on predefined conditions, such as schedule adherence, headways, ridership, etc. EVP will be granted based on EV locations and direction of travel to respond to an emergency. Centracs will serve as the citywide central management platform (located at City Traffic Operations Center) for TSP and EVP, and grant TSP/EVP requests to each of the affected traffic signal controllers along the vehicle's route to ensure a green light is provided to an approaching vehicle based on its anticipated arrival time. Existing algorithms within citywide traffic signal controllers for TSP and EVP will be used to shorten, extend, or omit specific signal phases. TSP will increase transit reliability and ridership. Effective EVP will improve emergency response time which will increase safety and save lives.

The total project estimate is \$1,911,080 funded thru FY19 (\$40,000) and FY22 (\$1,871,080) federal funds. Project has \$1,816,080 reimbursable funds, and \$95,000 VDOT non reimbursable administration cost.

FISCAL IMPACT/COST TO CITY: None.

FISCAL IMPLICATIONS: Not accepting these funds will result in a loss of potential revenue.

BUDGET AMENDMENT NECESSARY: No.

**REVENUE TO CITY:** \$1,816,080 federal reimbursable funds.

**DESIRED EFFECTIVE DATE:** Upon adoption.

**REQUESTED INTRODUCTION DATE:** December 10, 2018

CITY COUNCIL PUBLIC HEARING DATE: January 14, 2019

**REQUESTED AGENDA:** Consent Agenda

**RECOMMENDED COUNCIL COMMITTEE:** Land Use, Housing and Transportation Standing Committee – December 18, 2018

CONSIDERATION BY OTHER GOVERNMENTAL ENTITIES: Greater Richmond Transit Company.

AFFECTED AGENCIES: Department of Public Works; Richmond Fire Department; Department of Information Technology, Department of Emergency Communications, Law Department; Planning and Development; Economic and Community Development; Department of Public Utilities; Finance Department; Budget and Strategic Planning; Copies also sent to: City Mayor (Levar M. Stoney); Chief Administrative Officer (Selena Cuffee-Glenn); Deputy Chief Administrative Officer of Operation (Robert C. Steidel); and City Attorney (2).

RELATIONSHIP TO EXISTING ORD. OR RES.: None.

**REQUIRED CHANGES TO WORK PROGRAM(S):** Routine maintenance costs are expected in the future years after implementation is completed.

**ATTACHMENTS:** Standard Project Administration Agreement, Appendix A, and VDOT Six-Year Improvement Program

**STAFF:** Michael B. Sawyer, City Transportation Engineer, (646-3435)

Enrique Burgos, Signal Systems Engineer, (646-6337)



Virginia.gov

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Fund

Home

User's Guide

All Projects

**Major Projects** 

MPO

Reports

**Project Summary** 

About

UPC

111701

Project

#SMART18 - SMART CITIES; CENTR. TRANSIT SP / EV PREEMPTION

Scope of Work

Safety

Description

FROM: various TO: various

Report Note

**Fund Source** 

**Project Location** 

Estimates & Schedule

District

Richmond

Jurisdiction

Richmond

**Estimated Cost** 

Road System

Schedule

Urban

Richmond

Length

Prelim. Eng. (PE)

(Thousands) \$120

Route MPO Area 0000 Street Right of Way (RW)

\$0

\$1,911

FY2022

Construction (CN) **Total Estimate** 

\$1,791

N/A FY2024

Required Allocations

\$40

Previous

\$0

Allocations

FY2019

FY2020

\$0

FY2022

\$1,871

FY2023

FY2024

Required After FY2024

\$0

**Fund Sources** 

**Total Funding** 

District Grant Program: Federal

Values in Thousands of Dollars \$40 SO \$0

\$0 \$1,871 \$0

FY2021

\$0 \$0

\$0

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VDOT Six-Year Improvement Program v1.0

\$0

# STANDARD PROJECT ADMINISTRATION AGREEMENT Federal-aid Projects

Project Number	UPC	Local Government
0000-127-003	111701	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 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:

## 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 33.2-348 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.
- 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.
- 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 paragraph1.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 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.
- 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.

UPC 111701 Project #0000-127-003 Locality City of Richmond

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:	APPROVED AS TO FORM
	Call &
	Assistant City Attorney
Typed or printed name of signatory	
36	Date
Title	
Signature of Witness	Date
NOTE: The official signing for the LOCALIT authority to execute this Agreement.  COMMONWEALTH OF VIRGINIA, DEP TRANSPORTATION:	=
Chief of Policy Commonwealth of Virginia Department of Transportation	Date
	ă.
Signature of Witness	Date
Attachments Appendix A (UPC 109306)	

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**Project Summary** 

UPC

111701

Project

#SMART18 - SMART CITIES; CENTR, TRANSIT SP / EV PREEMPTION

Scope of Work

Safety

Description

FROM: various TO: various

Report Note

**Fund Source** 

**Project Location** 

Jurisdiction

Richmond

Estimates & Schedule

Richmond

Estimated Cost (Thousands)

Schedula

Road System

District

Urban

Length

Prelim. Eng. (PE)

\$120

Route

0000

Street

FY2022

MPO Area

Richmond

Right of Way (RW)

\$0

N/A

Construction (CN) **Total Estimate** 

\$1,791

\$1,911

FY2024

Required Allocations

Pravious Allocations

\$0

\$0

FY2019 FY2028

\$40

\$40

FY2021

\$0

FY2022

\$1,871

FY2023 FY2024 Required FY2024

After

**Fund Sources** 

District Grant Program: Federal Total Funding

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Values in Thousands of Dollars \$1.871 \$0 S0

\$0

\$0 \$0

\$0

\$0 \$0

VDOT Six-Year Improvement Program v1.0