

INTRODUCED: December 17, 2018

AN ORDINANCE No. 2018-332

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 installation of pedestrian access and safety improvements including crosswalks, refuge areas, continuous routes, and traffic channelization on the streets surrounding the park at Kanawha Plaza.

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 installation of pedestrian access and safety improvements including crosswalks, refuge areas, continuous routes, and traffic channelization on the streets surrounding the park at Kanawha

AYES: 9 NOES: 0 ABSTAIN: _____

ADOPTED: JAN 28, 2019 REJECTED: _____ STRICKEN: _____

Plaza. 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

4-8358
NOV 19 2018

Office of the
Chief Administrative Officer

O&R REQUEST

DATE: November 7, 2018

EDITION: 1

TO: The Honorable Members of City Council

THROUGH: The Honorable Levar M. Stoney, Mayor

Handwritten initials and date: JS 11/30/18

THROUGH: Selena Cuffee-Glenn, Chief Administrative Officer

THROUGH: Robert Steidel, Deputy Chief Administrative Officer

THROUGH: Bobby Vincent Jr., Director of Public Works

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

Handwritten signature/initials

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

Handwritten initials: MBS

FROM: Jian Xu, P.E., City Transportation Operation Engineer

Handwritten initials: JX

RE: TO AUTHORIZE THE CHIEF ADMINISTRATIVE OFFICER OR
DESIGNEE TO EXECUTE A STANDARD CITY/STATE AGREEMENT FOR
TWO SMART SCALE FUNDING 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 agreement for the following two Smart Scale Funding Projects:

- 1. US 60/ Downtown Express Gateway Pedestrian Improvements Project (UPC111702)
2. 360 Hull Street Streetscape - Mayo Bridge to 9th Street Project (UPC111703)

REASON: The Virginia Department of Transportation (VDOT) requests that the City enter into an agreement for the development and administration of the approved these two Smart Scale Funding Projects.

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. 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.

US 60/ Downtown Express Gateway Pedestrian Improvements Project (UPC111702)

This project will improve pedestrian safety countermeasures and various traffic control devices in the vicinity of the redeveloped Kanawha Plaza. The project will include enhanced pedestrian crossings, pedestrian refuges, continuous pedestrian routes and improved traffic channelization to improve safety.

The project will provide an enhanced gateway to downtown from the Downtown Expressway and reinforce that this is a zone with mixed traffic, including bicyclists and pedestrians. The project will result in reduced speeds along E. Byrd Street where it enters the central business district. Currently expressway traffic merges with traffic coming down the steep grade on E. Byrd Street, resulting in an environment that is difficult and dangerous to navigate by any mode, but most especially on foot or on bike. The redevelopment of Kanawha Plaza envisioned to revitalize activity in this core area of downtown. The new gateway building, nearby redevelopment along the riverfront, and improved bicycle facilities across the City's bridges requires that the context of this area change from that of a freeway entering downtown and reflect the mixed-use, and mixed transportation mode environment that it is rapidly transforming into. This project aim to improve both the safety and comfort of those travelling by all modes along and across this corridor

The total project estimate is 3,308,613 funded thru FY19 (\$153,000), FY22 (\$310,000) and FY23 (\$2,846,000) federal funds. Project has \$3,173,613 reimbursable funds, and \$135,000 VDOT non reimbursable administration cost.

360 Hull Street Streetscape – Mayo Bridge to 9th Street Project (UPC111703)

This project will improve pedestrian safety along Hull Street between the Mayo Bridge and 9th Street. As one of the major gateways into the area, it is important that basic road infrastructure is safe and efficient, providing a safe and enjoyable corridor is essential to continue business investment in the area valued at nearly \$100 million in private sector improvements. The installation of pedestrian crosswalks and proper landscape elements is an important element to continue to transform and leverage the private sector investment. Street enhancements along Hull Street include: Defining Manchester through use of decorative paving, public art, landscaping, signage and lighting; incorporating pedestrian safety infrastructure and pedestrian-activated crosswalks; evaluate new/reconfigured intersections at 1st and 2nd Streets; managing traffic speeds; and maintaining capacity.

The total project estimate is 4,060,829 funded thru FY19 (\$202,000), FY22 (\$1,798,000) and FY23 (\$2,061,000) federal funds. Project has \$3,940,829 reimbursable funds, and \$120,000 VDOT non reimbursable administration cost.

FISCAL IMPACT/COST TO CITY: None.

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

BUDGET AMENDMENT NECESSARY: No. Capital Improvement Program (CIP) budget page will be submitted for each project for the 2020-24 CIP budget process.

REVENUE TO CITY: \$7,114,442.

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 (LUHT) December 18, 2018.

CONSIDERATION BY OTHER GOVERNMENTAL ENTITIES: None.

AFFECTED AGENCIES: Department of Public Works; 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; Chief Administrative Officer); Deputy Chief Administrative Officer; and City Attorney

RELATIONSHIP TO EXISTING ORD. OR RES.: None.

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

ATTACHMENTS: Standard Project Administration Agreement and VDOT Six Year Improvement Program.

STAFF: Michael B. Sawyer, City Transportation Engineer, (646-3435)
Jian Xu, Transportation Operations Engineer, (646-5402)

STANDARD PROJECT ADMINISTRATION AGREEMENT
Federal-aid Projects

Project Number	UPC	Local Government
0060-127-002	111702	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:

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.

_____ OF _____, VIRGINIA:

APPROVED AS TO FORM



Assistant City Attorney

Typed or printed name of signatory

Date

Title

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

Date

Commonwealth of Virginia
Department of Transportation

Signature of Witness

Date

Attachments

Appendix A (UPC 111702)

Appendix A

Project Number: 0060-127-002

UPC: 111702

CFDA # 20.205

Locality:

City of Richmond

Date: 7/19/2018

Project Location ZIP+4: 23219-1904	Locality DUNS# 003133840	Locality Address (incl ZIP+4): 900 East Broad Street, 6th Floor, Richmond, VA 23219-1904
---------------------------------------	--------------------------	--

Project Narrative	
Scope:	#SMART 18- US60/Downtown Express Gateway Pedestrian Improvements
From:	Various
To:	Various
Locality Project Manager Contact Info:	Michael Sawyer@Richmondgov.com 804-648-3435
Department Project Coordinator Contact Info:	Jorg Huckabee-Mayfield@vdot.virginia.gov 804-924-8283

Project Estimates				
	Preliminary Engineering	Right of Way and Utilities	Construction	Total Estimated Cost
Estimated Locality Project Expenses	\$417,784	\$0	\$2,758,829	\$3,176,613
Estimated VDOT Project Expenses	\$45,000	\$0	\$90,000	\$135,000
Estimated Total Project Costs	\$462,784	\$0	\$2,848,829	\$3,308,613

Project Cost and Reimbursement						
Phase	Estimated Project Costs	Funds type (Choose from drop down bar)	Local % Participation for Funds Type	Local Share Amount	Maximum Reimbursement (Estimated Cost - Local Share)	Estimated Reimbursement in Locality (Max. Reimbursement - Est. VDOT Expenses)
Preliminary Engineering	\$462,784	DGP Smart Scale	0%	\$0	\$462,784	\$417,784
				\$0	\$0	
				\$0	\$0	
				\$0	\$0	
Total PE	\$462,784		0%	\$0	\$462,784	
Right of Way & Utilities						\$0
Total RW	\$0		0%	\$0	\$0	
Construction	\$2,845,829	DGP Smart Scale	0%	\$0	\$2,845,829	\$2,758,829
				\$0	\$0	
				\$0	\$0	
				\$0	\$0	
Total CM	\$2,845,829		0%	\$0	\$2,845,829	
Total Estimated Cost	\$3,308,613		\$0	\$0	\$3,308,613	\$3,173,813

Total Maximum Reimbursement by VDOT to Locality (Less Local Share)	\$3,308,613
Estimated Total Reimbursement by VDOT to Locality (Less Local Share and VDOT Expenses)	\$3,173,813

Project Financing					
Smart Scale (HB2)					Aggregate Allocations
\$3,308,614					\$3,308,614

Program and Project Specific Funding Requirements
<ul style="list-style-type: none"> This project shall be administered in accordance with VDOT's Locality Administered Projects Manual and constructed and maintained in accordance with VDOT's Urban Manual and Urban Construction Initiative Program Administration Guide. In accordance with Chapter 12.13 (Scoping Process Requirements) of the LAP Manual, the locality shall complete project scoping on or before 4/9/20 This is a limited funds project. The Locality shall be responsible for any additional funding in excess of \$3,308,613 Reimbursement for eligible expenditures shall not exceed funds allocated each year by the Commonwealth Transportation Board in the Six Year Improvement Program Project estimate, schedule and commitment to funding are subject to the requirements established in the Commonwealth Transportation Board Policy and Guidelines for Implementation of a Project Prioritization Process, Code of Virginia and VDOT's Instructional and Informational Memorandums This project shall be initiated and at least a portion of the programmed funds expended within one year of the budgeted year of allocation or funding may be subject to reprogramming to other projects selected through the prioritization process. In the event the Project is not advanced to the next phase of construction when requested by the Commonwealth Transportation Board, the locality or metropolitan planning organization may be required, pursuant to § 33.2-214 of the Code of Virginia, to reimburse the Department for all state and federal funds expended on the project. This project has been selected through the Smart Scale (HB2) application and selection process and will remain in the SYIP as a funding priority unless certain conditions set forth in the Commonwealth Transportation Board Policy and Guidelines for Implementation of a Project Prioritization Process arise. Pursuant to the Commonwealth Transportation Board Policy and Guidelines for Implementation of a Project Prioritization Process and HB2 Implementation Policy Guide, Section 5.3, this project will be re-scored and/or the funding decision re-evaluated if any of the following conditions apply: a change in the scope, an estimate increase prior to contract advertisement or award, or a significant reduction in the locality/regionally leveraged funds. Applications may not be submitted in a subsequent annual HB2 prioritization cycle to account for a cost increase on a previously prioritized project.

Authorized Locality Official and Date

Authorized VDOT Office and Date

Typed or printed name of person signing

Revised: August 14, 2017

Typed or printed name of person signing

An Agency of the Commonwealth of Virginia

Virginia.gov [Find an Agency](#)



Six-Year Improvement Program



[Home](#) [User's Guide](#) [About](#)

[All Projects](#) [Major Projects](#) [MPO](#) [Fund](#) [Reports](#)

Line Item Details

Project Summary

UPC 111702
 Project #SMART18 - US60 / DOWNTOWN EXPY GATEWAY PED IMPROVEMENTS
 Scope of Work Safety
 Description FROM: 0 TO: 0
 Report Note
 Fund Source

Project Location

District	Richmond	Jurisdiction	Richmond
Road System	Urban	Length	-
Route	0060	Street	E. 9th St.
MPO Area	Richmond		

Estimates & Schedule

	Estimated Cost (Thousands)	Schedule
Prelim. Eng. (PE)	\$463	FY2022
Right of Way (RW)	\$0	N/A
Construction (CN)	\$2,846	FY2023
Total Estimate	\$3,309	

Required Allocations

	Previous Allocations	FY2019	FY2020	FY2021	FY2022	FY2023	FY2024	Required After FY2024
Values in Thousands of Dollars								
Fund Sources								
District Grant Program: Federal	\$0	\$153	\$0	\$0	\$310	\$2,846	\$0	
Total Funding	\$0	\$153	\$0	\$0	\$310	\$2,846	\$0	\$0