

INTRODUCED: October 14, 2019

AN ORDINANCE No. 2019-280

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 design and construction of multimodal access along North Lombardy Street from its intersection with West Leigh Street to its intersection with School Road and Admiral Street.

Patron – Mayor Stoney

Approved as to form and legality
by the City Attorney

PUBLIC HEARING: NOV 12 2019 AT 6 P.M.

THE CITY OF RICHMOND HEREBY ORDAINS:

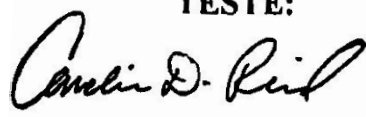
§ 1. That the Chief Administrative Officer, for and on behalf of the City of Richmond, be and is hereby authorized to execute a Standard Project Administration Agreement between the City of Richmond and the Virginia Department of Transportation to provide funding for the design and construction of multimodal access along North Lombardy Street from its intersection with West Leigh Street to its intersection with School Road and Admiral Street. The Standard

AYES: 9 NOES: 0 ABSTAIN: _____

ADOPTED: NOV 12 2019 REJECTED: _____ STRICKEN: _____

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.

A TRUE COPY:
TESTE:

City Clerk



CITY OF RICHMOND

INTRACITY CORRESPONDENCE

O & R REQUEST

4-9172
SEP 18 2019

Office of the
Chief Administrative Officer

O&R REQUEST

DATE: September 12, 2019

EDITION: 1

TO: The Honorable Members of City Council

THROUGH: The Honorable Levar M. Stoney, Mayor

THROUGH: *80 10/8/19*
Lenora G. Reid, Acting
Sen. 9/26/19
~~Setena Cuffee-Glenn~~, Chief Administrative Officer

THROUGH: Robert C. Steidel; Deputy Chief Administrative Officer for Operations

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

THROUGH: M.S. Khara, PE; City Engineer *MSK*

THROUGH: Lamont L. Benjamin, PE; Capital Projects Administrator *LB* OFFICE OF THE CITY ATTORNEY

FROM: Thomas A. Westbrook, PE; Public Works Project Manager *TAW*

RE: TO AUTHORIZE THE CHIEF ADMINISTRATIVE OFFICER OR
DESIGNEE TO EXECUTE A STANDARD CITY/STATE AGREEMENT
FOR THE "LOMBARDY STREET OVER CSX BRIDGE
REPLACEMENT" 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 "Lombardy Street over CSX Bridge Replacement" project. The project adds multimodal access along Lombardy Street from W. Leigh Street to School Rd/Admiral Street.

REASON: The Virginia Department of Transportation requires that the City enter into an agreement for the development and administration of the approved "Lombardy Street over CSX Bridge Replacement" Smart Scale project. Smart Scale funding for the project was approved by the Commonwealth Transportation Board (CTB) in June 2019.

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

BACKGROUND: In November 2018, the City applied for Smart Scale funding to supplement the Lombardy St over CSX bridge replacement project.

The “Lombardy St over CSX Bridge replacement” project is estimated around \$13,600,000. The project was previously funded in FY 2015, FY 2016 and FY 2018 through the VDOT Revenue Sharing program and City Capital Improvement Program in the amount of \$ 5,500,000. As the owner of the structure, CSX is responsible for maintaining the structure. CSX has issued a commitment letter to allocate \$ 2,500,000 to the City as their share of the bridge replacement project. The City is using the CSX funding to apply for additional Revenue Sharing funding in the FY21/22 application cycle in the amount of \$2,500,000 for a total of \$ 5,000,000. The CSX funds and anticipated FY 21/22 VDOT Revenue Sharing funds are shown as \$5,000,000 in additional Local funds in the agreement appendix.

The original project is to replace the existing fracture critical and structurally deficient structure built circa 1901 and widened circa 1932 with a load path redundant structure that meets current AASHTO and CSX requirements. The expanded Smart Scale project will provide multimodal access, to include protected bicycle lanes, pedestrian accommodations, streetscape and missing sidewalks from W. Leigh Street to the School Rd/Admiral St roundabout, to include the new replacement bridge. The CTB approved \$ 3.113 Million in the Smart Scale (Round 3) funding for the project in June 2019.

The project was governed under the programmatic project agreement dated May 31, 2017 as the project qualified for and received VDOT Revenue Sharing funding. This agreement supersedes the programmatic project agreement as the Smart Scale funding is federal in origin.

FISCAL IMPACT / COST TO THE CITY: None for the Smart Scale funds. (Smart Scale funds are 100% reimbursable)

FISCAL IMPLICATIONS: Without adopting this ordinance, the City will not be able to receive the \$ 3,113,000.00 in Smart Scale funds approved for the project.

BUDGET AMENDMENT NECESSARY: None. The Smart Scale funds will be appropriated using the FY21 City Capital Improvement Budget process.

REVENUE TO CITY: \$ 3,113,000.00 in Smart Scale funds

DESIRED EFFECTIVE DATE: Upon Adoption.

REQUESTED INTRODUCTION DATE: October 14, 2019.

CITY COUNCIL PUBLIC HEARING DATE: November 12, 2019.

REQUESTED AGENDA: Consent Agenda.

RECOMMENDED COUNCIL COMMITTEE: Land Use, Housing, and Transportation Standing Committee (LUHT) for October 22, 2019 scheduled meeting.

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; Chief Administrative Officer; Assistant to Chief Administrative Officer; Deputy Chief Administrative Officer Operations and City Attorney (2 copies).

RELATIONSHIP TO EXISTING ORD. OR RES.: Ordinance 2014-138-133 (July 14, 2014) to accept funds from VDOT Revenue Sharing Program, amend the Capital Budget, and to appropriate received funding to the list of projects; Ordinance 2015-175-181 (Sept 28, 2015) to accept funds from VDOT Revenue Sharing Program, amend the Capital Budget, and to appropriate received funding to the list of projects; Ordinance 2017-165 (Sept 25, 2017) to accept funds from VDOT Revenue Sharing Program, amend the Capital Budget, and to appropriate received funding to the list of projects; Resolution 2018-R059 (June 25, 2018), to express the City Council's support for and request the Commonwealth Transportation Board to provide funding for the City's SMART SCALE candidate projects for 2018.

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

ATTACHMENTS: Standard Project Administration Agreement for Federal Aid Projects for the Lombardy Street over CSX Bridge Replacement project.

STAFF: Lamont L. Benjamin, PE; Capital Projects Administrator, 646-6339
Thomas A. Westbrook, PE; Project Manager, 646-3421

STANDARD PROJECT ADMINISTRATION AGREEMENT
Federal-aid Projects

Project Number	UPC	Local Government
0360-127-R47	104216	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; and as a sub-recipient of federal funds, adopt and operate under the DEPARTMENT's FHWA-approved Disadvantaged Business Enterprise (DBE) Program Plan in accordance with 49 CFR Part 26.

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.

THIS AGREEMENT supersedes the Programmatic Project Administration Agreement, dated May 31, 2017, that this project was previously made part of.

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


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
Commonwealth of Virginia
Department of Transportation

Date

Signature of Witness

Date

Attachments

Appendix A (UPC 104216)

Appendix A

Date: 8/19/2019

Project Number: 0360-127-R47	UPC: 104216	CFDA # 20.205	Locality: City of Richmond
Project Location ZIP+4: 23219-1907	Locality DUNS # 003133840	Locality Address (incl ZIP+4): 900 E Broad Street Richmond, VA 23219-1907	
Project Narrative			
Work Description:	#SMART20 - CSX BRIDGE REPLACEMENT FOR WALKING AND BIKING - Create protected bike/ped connections along Lombardy St from Leigh St, north of Pulse BRT station, to Virginia Union University and Northside communities.		
From:	Lombardy over CSX Railroad		
To:			
Locality Project Manager Contact info:		THOMAS WESTBROOK 804-646-3421 thomas.westbrook@richmondgov.com	
Department Project Coordinator Contact Info:		Liz McAdory 804-524-6411 liz.mcadory@vdot.virginia.gov	

Project Estimates				
	Preliminary Engineering	Right of Way and Utilities	Construction	Total Estimated Cost
Estimated Locality Project Expenses	\$1,777,500	\$365,500	\$10,907,650	\$13,050,650
Estimated VDOT Project Expenses	\$222,500	\$2,500	\$337,350	\$562,350
Estimated Total Project Costs	\$2,000,000	\$368,000	\$11,245,000	\$13,613,000

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	\$2,000,000	Revenue Sharing	50%	\$1,000,000	\$1,000,000	
				\$0	\$0	
Total PE	\$2,000,000			\$1,000,000	\$1,000,000	\$777,500
Right of Way & Utilities	\$368,000	Revenue Sharing	50%	\$184,000	\$184,000	
				\$0	\$0	
Total RW	\$368,000			\$184,000	\$184,000	\$161,500
Construction	\$3,132,000	Revenue Sharing	50%	\$1,566,000	\$1,566,000	
	\$5,000,000	Local Funds	100%	\$5,000,000	\$0	
	\$3,113,000	Smart Scale (HB2)	0%	\$0	\$3,113,000	
				\$0	\$0	
Total CN	\$11,245,000			\$6,566,000	\$4,679,000	\$4,341,650
Total Estimated Cost	\$13,613,000			\$7,750,000	\$5,863,000	\$5,300,650

Total Maximum Reimbursement by VDOT to Locality (Less Local Share)	\$5,863,000
Estimated Total Reimbursement by VDOT to Locality (Less Local Share and VDOT Expenses)	\$5,300,650

Project Financing					
Revenue Sharing - State Match	Revenue Sharing - Local Match	Local Funds	Smart Scale (HB2)		Aggregate Allocations
\$2,750,000	\$2,750,000	\$5,000,000	\$3,113,000		\$13,613,000

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 Revenue Sharing Program Guidelines The Project will be constructed and maintained in accordance with VDOT's Urban Manual 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 6/08/2020. This is a limited funds project. The LOCALITY shall be responsible for any additional funding in excess of \$5,863,000. Reimbursement for eligible expenditures shall not exceed funds allocated each year by the Commonwealth Transportation Board in the Six Year Improvement Program. All local funds included on this appendix have been formally committed by the local government's board or council resolution subject to appropriation. Revenue Sharing Program funds, as indicated in the Project Financing section, were approved in the following fiscal years: <ul style="list-style-type: none"> Revenue Sharing Program funds, as indicated in the Project Financing section, were approved in the following fiscal years: <ul style="list-style-type: none"> FY15 - \$500,000 (\$300,000 locality match and \$200,000 VDOT match) FY16 - \$900,000 (\$450,000 locality match and \$450,000 VDOT match) FY18 - \$4,000,000 (\$2,000,000 locality match and \$2,000,000 VDOT match) The Project has Revenue Sharing Program allocations. Per §33.2-357 the Project must progress in order to prevent these funds from being de-allocated. Project estimate, schedule and commitment to funding are subject to the requirements established in the Commonwealth Transportation Board (CTB) Policy and Guide for Implementation of the SMART SCALE 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 Project's 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 CTB, 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 CTB Policy and Guidelines for Implementation of a Project Prioritization Process also. Pursuant to the CTB Policy and Guidelines for Implementation of a Project Prioritization Process and the SMART SCALE Reevaluation Guide, 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 or a reduction in the locally/regionally leveraged funds. Applications may not be submitted in a subsequent SMART SCALE prioritization cycle to account for a cost increase on a previously selected Project. This Standard Agreement replaces the Programmatic Project Administration Agreement that this Project was previously under and supersedes all previous versions signed by the LOCALITY and VDOT. Allocated funding expended under the Programmatic Project Administration Agreement that is being replaced by this Standard Agreement equals \$15,077 as of 8/20/19 in accordance with Project POOL. 	

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

Authorized Locality Official: _____ Date: _____

Authorized VDOT Official: _____ Date: _____

Typed or printed name of person signing

Typed or printed name of person signing