

INTRODUCED: April 13, 2020

AN ORDINANCE No. 2020-098

To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to execute an Urban Project Construction Agreement between the City of Richmond and the Virginia Department of Transportation to provide funding for the design and construction of improvements to the interchange at Maury Street and I-95.

Patron – Mayor Stoney

Approved as to form and legality
by the City Attorney

PUBLIC HEARING: APR 27 2020 AT 6 P.M.

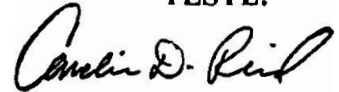
THE CITY OF RICHMOND HEREBY ORDAINS:

§ 1. That the Chief Administrative Officer, for and on behalf of the City of Richmond, be and is hereby authorized to execute an Urban Project Construction Agreement between the City of Richmond and the Virginia Department of Transportation to provide funding for the design and construction of improvements to the interchange at Maury Street and I-95. The Urban Project Construction 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

AYES: 9 NOES: 0 ABSTAIN: _____

ADOPTED: MAY 26 2020 REJECTED: _____ STRICKEN: _____



CITY OF RICHMOND

INTRACITY CORRESPONDENCE

RECEIVED
By Beth D'Arcy at 12:00 pm, Mar 23, 2020

2020-037

O&R REQUEST

DATE: March 17, 2020 **EDITION:** 1

TO: The Honorable Members of City Council

RECEIVED
By Elyse Steele at 10:41 am, Apr 01, 2020

THROUGH: The Honorable Levar M. Stoney, Mayor *[Signature]*

THROUGH: Lenora Reid, Acting Chief Administrative Officer *[Signature]*

THROUGH: Robert C. Steidel, Deputy Chief Administrative Officer- Operations *[Signature]*

THROUGH: Bobby Vincent, Director of Public Works *[Signature]*

THROUGH: M. S. Khara, PE, City Engineer *[Signature]*

FROM: Lamont Benjamin, PE, Capital Projects Administrator *[Signature]*

RE: TO AUTHORIZE THE ACTING CHIEF ADMINISTRATIVE OFFICER (CAO) OR DESIGNEE TO EXECUTE A STANDARD CITY/STATE AGREEMENT FOR THE DESIGN, CONSTRUCTION AND MAINTENANCE OF THE "I-95 / MAURY STREET INTERCHANGE IMPROVEMENTS (ROUNABOUT)" PROJECT.

ORD. OR RES. NO: _____

PURPOSE: To authorize the Acting Chief Administrative Officer or designee to execute a standard City/State agreement for the design, construction and maintenance of "I -95 / Maury St Interchange improvements roundabout", Project # 0095-127-971; UPC # 109321.

REASON: The Virginia Department of Transportation (VDOT) requests that the City of Richmond enter into an agreement for design, construction and maintenance of the "I-95/ Maury St Interchange Improvement Roundabout Project".

RECOMMENDATIONS: Department of Public Works recommends approval of this Ordinance.

BACKGROUND: In 2011 the I-95/ Maury Street area transportation study developed the concept of a roundabout at the Maury street interchange. In 2015 the Richmond Regional Transportation Planning Organization RRTPO submitted the "I-95/ Maury Street Interchange Improvements Roundabout Project" for the House Bill 2 Program. The program name was later changed to be called the "Smart Scale" program and the Project was approved for funding in FY 2017.

This project will provide a gateway with improved traffic operation and safety to the historic

Manchester Industrial District for all users by constructing a single lane roundabout on Maury Street and I-95 Ramps. Existing traffic signal on Maury Street at East 4th Street and at I-95 Off-Ramp will be eliminated. The roundabout is expected to significantly reduce the vehicle queuing during peak hours on both the I-95 Off-Ramp and Maury Street approaches. In addition to the roundabout, the project scope includes pedestrian and bicycle enhancements, lighting, landscaping, right-of-way acquisitions and utility relocations.

On December 12, 2017 the Virginia Department of Transportation held a Design Public Hearing in the City of Richmond at Blackwell Community Center. The Public Hearing schedule included a construction begin date of summer 2020. The project is currently estimated to advertise for construction in July 2020. Construction is scheduled to start in the fall of 2020.

Funding for the project was made available in FY2017 through Federal Smart Scale Funds. The Virginia Department of Transportation (VDOT) is responsible for the project development and construction. No funding is required from the City on this project. Once construction is complete, VDOT will be responsible to maintain the I-95 on and off ramps while the City will maintain the roundabout.

The cost of the improvement project is \$9,191,250 and is scheduled to be completed by July 2021.

FISCAL IMPACT/COST: None

FISCAL IMPLICATIONS: None

BUDGET AMENDMENT NECESSARY: No.

REVENUE TO CITY: None

DESIRED EFFECTIVE DATE: Upon Adoption.

REQUESTED INTRODUCTION DATE: April 13, 2020

CITY COUNCIL PUBLIC HEARING DATE: April 27, 2020

REQUESTED AGENDA: Consent Agenda

RECOMMENDED COUNCIL COMMITTEE: Land Use, Housing and Transportation April 21, 2020

CONSIDERATION BY OTHER ENTITIES: None

AFFECTED AGENCIES: Department of Public Works, Department of Public Utilities, Law Department, Planning & Community Development, Economic Development, Finance Department, Budget and Strategic Planning. Copies also sent to: City Mayor (Honorable Levar M. Stoney); Chief Administrative Officer and City Attorney (2 copies).

RELATIONSHIP TO EXISTING ORD. OR RES: None

REQUIRED CHANGES TO WORK PROGRAMS: Maintenance of new Roundabout while reduction in the Signal Maintenance.

ATTACHMENTS:

1. Standard City–State agreement.
2. VDOT Maury Street Roundabout Maintenance Responsibilities

STAFF: M. S. Khara, P.E., City Engineer, 646-5413
Lamont L. Benjamin, P.E., Capital Project Administrator, 646-6339
Adel Edward, P.E, 646-6584 (Project Manager)

URBAN PROJECT CONSTRUCTION AGREEMENT

Project Number	UPC	Project/Street name	Local Government
0095-127-971	109321	MAURY ST	City of Richmond

THIS AGREEMENT, made and executed in triplicate as of this _____ day of _____, 20____, between the COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT" or "VDOT" and the CITY OF RICHMOND, hereinafter referred to as the "MUNICIPALITY".

WHEREAS, the Commonwealth Transportation Board and MUNICIPALITY have allocated funds for #HB2.FY17 RTE 95 - IMPROVE INTERCHANGE AT MAURY ST, Project # 0095-127-971 ; UPC #109321, hereinafter referred to as the "Project"; and

WHEREAS, the MUNICIPALITY has requested that the DEPARTMENT design and construct this project, and the DEPARTMENT has agreed to perform such work; and

NOW THEREFORE, in consideration of the premises and mutual covenants and agreements contained herein, the parties hereto agree as follows:

A. The DEPARTMENT shall:

1. Complete the project as identified in this agreement, advancing such work diligently based upon the schedule identified in the Appendix A and Appendix B.
2. Perform or have performed for, all preliminary engineering ("PE"), right-of-way acquisition ("Right of Way"), construction, contract administration, and inspection services activities for the project as required.
3. Provide the MUNICIPALITY a payment schedule for the municipality's share of estimated project costs for PE and Right of Way and for Construction, in accordance with the tabulation provided in Appendix A, and as follows:
 - a) For the estimated MUNICIPALITY share, the estimated costs and payment schedule for PE and Right of Way will be determined after project scoping
 - b) For the estimated MUNICIPALITY share of construction costs, prior to the award of the construction contract, Appendix A will be modified to reflect estimated construction costs

4. Remit invoices to the MUNICIPALITY for sums owed by MUNICIPALITY in accord with the amounts and schedule set forth in Appendix A.
 5. Upon completion of the project, reconcile MUNICIPALITY payments (based on MUNICIPALITY's estimated share of costs) against actual project costs allocable to the MUNICIPALITY, and reimburse MUNICIPALITY for any overpayments by the MUNICIPALITY or remit an invoice to MUNICIPALITY for any underpayment/amount still owed by the MUNICIPALITY.
- B. The MUNICIPALITY shall:
1. Remit payments to the DEPARTMENT, in accordance with the amounts and schedule provided in Appendix A, within 30 days of receipt of an invoice issued by the DEPARTMENT .
 2. After project completion, operate and maintain the Project, or cause it to be operated and maintained, in accord with applicable DEPARTMENT guidance and standards and in a manner satisfactory to the DEPARTMENT or its authorized representatives and make ample provision each year for such operation and maintenance.
 3. After completion of the Project or any part thereof, not permit any reduction in the number of or width of traffic lanes, or any additional median crossovers and enlargement of existing median crossovers, or any alterations to channelization islands, without the prior written approval of the DEPARTMENT.
 4. Erect informational, regulatory and warning signs, curb and pavement or other markings and traffic signals in conformance with the standards shown in the current edition of the Manual on Uniform Traffic Control Devices unless otherwise directed or approved by the DEPARTMENT, in writing.
 5. Not permit additional access points other than those access points designated on the Project plans, without prior written approval of the DEPARTMENT. MUNICIPALITY understands and agrees that Right of Way for the Project was acquired, in contemplation of rights of access being restricted to points designated on the Project plans.
- C. Nothing in this Agreement shall obligate the parties hereto to expend or provide any funds in excess of funds agreed upon in this Agreement, which are set forth as estimates in Appendix A, 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, 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 MUNICIPALITY shall not be obligated to provide additional funds beyond those appropriated pursuant to an annual or other lawful appropriation.

- D. Should the project be cancelled due to action or inaction by the MUNICIPALITY, the MUNICIPALITY shall be responsible for reimbursement of all funds in accordance with Section 33.2-214 of the Code. The MUNICIPALITY will also be responsible for any costs associated with claims and liabilities due to the early termination of any construction contract(s) or improvement(s) issued pursuant to this AGREEMENT.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK

IN WITNESSETH WHEREOF, the parties sign and cause this AGREEMENT to be executed by their duly authorized officers.

CITY OF RICHMOND, VIRGINIA:

APPROVED AS TO FORM:



Andrew A. Gore
Assistant City Attorney

Typed or printed name of signatory

Title

Date

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

Attachment
Appendix A (UPC 109321)

Project Number 0095-127-971

UPC: 109321 CFDA# 20.205 Locality: City of Richmond

Project Location ZIP+4: 23224-4229	Locality DUNS # 003133840	Locality Address (incl ZIP+4): 900 East Broad Street Richmond, VA 23219-1907
Project Narrative		
Work: #H82.FY17 RTE 95 - IMPROVE INTERCHANGE AT MAURY ST - IMPROVE AND SHIFT RAMPS AT MAURY ST INTERCHANGE AND CONSTRUCT 1-LANE		
Description: ROUNDABOUT AT CONVERGENCE OF THE RAMPS AT MAURY ST (OFF RAMPS) AND E. 4TH ST (ON RAMP)		
From: 0.050 MI. W OF MAURY ST		
To: 0.050 MI. E OF MAURY ST		
Locality Project Manager Contact Info:		Adel Edward (804) 646-8584 Adel.Edward@richmondgov.com
Department Project Coordinator Contact Info:		Xuesong Zhang (804) 704-3418 jason.zhang@vdot.virginia.gov

Project Estimates	
Phase	Estimated Project Costs
Preliminary Engineering	\$1,087,500
Right of Way & Utilities	\$1,882,795
Construction	\$5,583,506
Total Estimated Cost	\$8,553,801

Project Cost and Reimbursement				
Phase	Project Allocations	Funds type (Choose from drop down box)	Local % Participation for Funds Type	Local Share Amount
Preliminary Engineering	\$1,087,500	Smart Scale (HB2) DGP	0%	\$0
Total PE	\$1,087,500			\$0
Right of Way & Utilities	\$1,882,795	Smart Scale (HB2) DGP	0%	\$0
Total RW	\$1,882,795			\$0
Construction	\$5,583,506	Smart Scale (HB2) DGP	0%	\$0
Total CN	\$5,583,506			\$0
Total Estimated Cost	\$8,553,801			\$0

Total Maximum Reimbursement / Payment by Locality to VDOT	\$0
Total Maximum Reimbursement by VDOT to Locality (Less Local Share and VDOT Expenditures)	

Project Financing				
				Aggregate Allocations
Smart Scale (HB2) DGP				
\$9,191,250				\$9,191,250

Program and Project Specific Funding Requirements

- The LOCALITY will continue to operate and maintain the facility, described in Attachment 1, 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.

Financial Billing

- The Project will be maintained in accordance with VDOT's Urban Manual.
- 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 arise. 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 locality's 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 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

Proposed Roundabout At Convergence of Maury Street & E. 4th Street

Project Location



North Arrow & Scale



Legend

- Proposed Road
- Roadway
- Right of Way
- Right of Way Line
- Landmark Area
- Proposed Road
- Proposed Right of Way
- Proposed Right of Way Line
- Proposed Right of Way
- Proposed Right of Way
- Proposed Right of Way
- Proposed Right of Way

Contact Information

Virginia Department of Transportation
 1115 North 1st Street
 Richmond, VA 23219
 Phone: (800) 645-3045
 Fax: (800) 645-3046



EX-660000 7-22-2020

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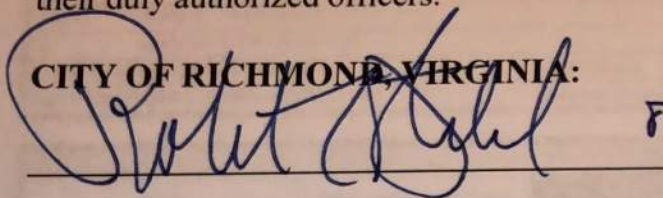
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CITY OF RICHMOND, VIRGINIA:

 on behalf of

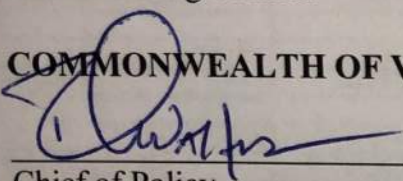
Robert Steidel / Lenora G. Reid
Typed or printed name of signatory

DCAO of Operations / Acting CAO 7/2/2020
Title Date

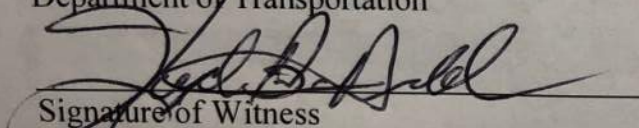
Elizabeth H. D'Arcy 7/2/2020
Signature of Witness Date

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:

 7/22/20
Chief of Policy Date

Commonwealth of Virginia
Department of Transportation

 7-22-2020
Signature of Witness Date

Attachment

- Appendix A (UPC 109321)
- Appendix B (UPC 109321)
- Attachment 1 (UPC 109321)