INTRODUCED: November 14, 2016

AN ORDINANCE No. 2016-276

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 for the purpose of developing and administering the I-95 and Broad Street Interchange Area project.

Patron – Mayor Jones

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Approved as to form and legality by the City Attorney

PUBLIC HEARING: DEC 12 2016 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 for the purpose of developing and administering the I-95 and Broad Street Interchange project. 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.

AYES:	NOES:	ABSTAIN:
ADOPTED:	REJECTED:	STRICKEN:



CITY OF RICHMOND

INTRACITY CORRESPONDENCE

<u> </u>	O&R REQUEST	
		EDITION: 1
DATE:	October 14, 2016	O & R REQUES
TO:	The Honorable Members of City Council	_
THROUGH:	The Honorable Dwight C. Jones, Mayor	0CT 202016 4-5-805
THROUGH:	Selena Cuffee-Glenn, Chief Administrative Officer	Chief Administration Office City of Richmond
THROUGH:	John J. Buturla, Interim Deputy Chief Administrative Officer	(Mb)
THROUGH:	Lenora Reid, Deputy Chief Administrative Officer for Finance tion	& Administra-
THROUGH:	John Wack, Director Finance Department	
THROUGH:	Jay Brown, Director, Department of Budget & Strategic Planni	ng AM
THROUGH:	Dr. Emmanuel Adediran, Director of Public Works	>
THROUGH:	M.S. Khara, P.E., City Engineer	
FROM:	Lamont Benjamin, P.E., Capital Projects Administrator	# 1
RE:	TO AUTHORIZE THE CHIEF ADMINISTRATIVE DESIGNEE TO ACCEPT FUNDS FROM THE VIRGINIA TRANSPORTATION (VDOT) AND AMEND THE IMPROVEMENT PROGRAM BUDGET AND TO APPRESE OF THE STREET STREET STREET PROJECT.	DEPARTMENT OF FY2017 CAPITAL
ORD. or RES	. No	

PURPOSE: To authorize the Chief Administrative Officer or designee, for and on behalf of the City of Richmond, to accept \$1,085,372 for the "Broad Street Streetscape" project from the Virginia Department of Transportation (VDOT), and to amend the FY2017 Capital Improvement Budget (Award # New) by appropriating \$1,085,372 for the project. Project U000-127-967 UPC 109306.

REASON: To accept \$1,085,372 for the "Broad Street Streetscape" project.

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

BACKGROUND: The 2014 Virginia General Assembly approved HB 2, a state-wide prioritization process for project selection. HB 2 amends the Code of Virginia by adding 1.1 of Chapter 1 of Title 33.1 a section number 33.1-23.5:5 relating to allocations within highway construction districts by the Commonwealth Transportation Board (CTB). HB 2 provides for the development of a prioritization process for projects funded by the CTB. Such prioritization shall weigh factors such as congestion mitigation, economic development, accessibility, safety and environmental quality and be applied within each highway construction district. The Broad Street streetscape project was selected as a HB 2 project.

The proposed project would install streetscape on Broad Street from Laurel Street to Hamilton Street. The streetscape project will complement the BRT project on US 250 and benefit all users (the BRT vehicle, pedestrians and other vehicles). This project addresses key design components that the BRT project could not address due to funding from Laurel Street to Hamilton Street. The BRT project is a regional collaboration between the Greater Richmond Transit Company (GRTC), the Virginia Department of Rail and Public Transportation (DRPT), the City of Richmond, Henrico County and the U.S. Department of Transportation.

The "Broad Street Streetscape" project was selected as a HB 2 project in June 2016. A total of \$6,020,287 was allocated to the Six Year Improvement Program from FY17 – FY20 (FY17-\$1,085,372; FY18-\$915,480; FY19-\$1,003,631; and FY20-\$3,015,804). This Ordinance will amend FY17 CIP to accept FY17 VDOT funds in the amount of \$1,085,372 and encumber in 'Broad Street Streetscape' project account (Award # New). Future year allocations will be budgeted using City's FY18-FY22 CIP budget cycle.

FISCAL IMPACT/COST TO CITY: None. VDOT funds are 100% reimbursable.

FISCAL IMPLICATION: By not adopting the ordinance, the City will not be able to proceed on the project.

BUDGET AMENDMENT NECESSARY: Yes. Amend the FY2017 Capital Improvement Budget and appropriate \$1,085,372 for 'Broad Street Streetscape' project (Award# New). Future year allocations will be budgeted through the FY18-22 Capital Improvement Budget process.

REVENUE TO CITY: \$1,085,372 in HB 2 funds.

DESIRED EFFECTIVE DATE: Upon adoption.

REQUESTED INTRODUCTION DATE: November 14, 2016

CITY COUNCIL PUBLIC HEARING DATE: December 12, 2016

REQUESTED AGENDA: Consent Agenda

RECOMMENDED COUNCIL COMMITTEE: None

CONSIDERATION BY OTHER GOVERNMENTAL ENTITIES: City Planning Commission

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 (Dwight C. Jones); Chief Administrative Officer (Selena Cuffee-Glenn); Interim Deputy Chief Administrative Officer (John J. Buturla); 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 construction is completed.

ATTACHMENTS: VDOT Adopted Six Year Plan

STAFF: M. S. Khara P.E. City Engineer 646-5413
Lamont Benjamin, Capital Projects Administrator 646-6339
Michael B. Sawyer, City Transportation Engineer 646-3435

STANDARD PROJECT ADMINISTRATION AGREEMENT Federal-aid Projects

	Project Number	UPC	Local Government					
-	U000-127-972	109310	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 33.2-348 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.

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:							
	APPROVE	DAS TO FORM					
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		Assistant City Attorney					
Typed or printed name of signatory	AMACON INTO AN	•					
Typed or primee manne or organizary							
	Date						
Title							
Signature of Witness	Date	One Sold action State of Control					
NOTE: The official signing for the LOCA authority to execute this Agreement.	LITY must attach a certifi	ed copy of his or her					
COMMONWEALTH OF VIRGINIA, I TRANSPORTATION:	DEPARTMENT OF						
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Commonwealth of Virginia							
Department of Transportation							
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Appendix A (UPC 109310)

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RESOLUTION #
A RESOLUTION FOR THE BOARD/COUNCIL OF THE COUNTY/CITY/TOWN OF, VIRGINIA
AS AN ENDORSEMENT OF <u>project name</u> PROJECT
WHEREAS, in accordance with the Commonwealth Transportation Board construction allocation procedures, it is necessary that a resolution be received from the sponsoring local jurisdiction or agency requesting the Virginia Department of Transportation (VDOT) to establish a project in the County/City/Town of
NOW, THEREFORE, BE IT RESOLVED, that the County/City/ Town of
BE IT FURTHER RESOLVED THAT: The County/City/Town ofhereby agrees to provide its share of the total cost for preliminary engineering, right-of-way and construction of this project in accordance with the project financial documents.
BE IT FURTHER RESOLVED THAT: The County/City/Town ofhereby agrees to enter into a project administration agreement with VDOT and provide the necessary oversight to ensure the project is developed in accordance with all applicable federal, state and local requirements for design, right-of-way acquisition, and construction of the project.
NOTE: The following section is applicable only to municipalities that maintain their roads, and to Arlington and Henrico counties – Do not include for all other localities: BE IT FURTHER RESOLVED THAT: The County/City/Town of
will be responsible for maintenance and operating costs of the facility as constructed unless other arrangements have been made with VDOT.
BE IT FURTHER RESOLVED THAT: If the County/City/Town of
BE IT FURTHER RESOLVED THAT: The Board/Council of the County/City/Town ofhereby grants authority for the County/City/Town Administrator/Manager to apply for

COUNTY/CITY/TOWN OF	approved projects.					
In my capacity as the duly appointed Clerk of the County/City/Town of, I hereby certify that Resolution # which is hereto attached, was adopted at a duly called and constituted meeting of the County/City/Town of held at location to include address on date Said meeting was called to order by at with the following members present who remained in attendance throughout and constituted a quorum: (list members present) The Board/Council of the County/City/Town of, voted unanimously to adopt attached Resolution # Given under my hand this day of	Adopted:date					œ
In my capacity as the duly appointed Clerk of the County/City/Town of, I hereby certify that Resolution # which is hereto attached, was adopted at a duly called and constituted meeting of the County/City/Town of held at location to include address on date Said meeting was called to order by at with the following members present who remained in attendance throughout and constituted a quorum: (list members present) The Board/Council of the County/City/Town of, voted unanimously to adopt attached Resolution # Given under my hand this day of	Attest:					
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funds and execute project administration agreements, as well as other documents necessary for

