

RESOLUTION NO. 13216-19

A RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE AND THE CITY CLERK TO ATTEST, ON BEHALF OF THE CITY OF NEWPORT NEWS, VIRGINIA, THAT CERTAIN URBAN PROJECT CONSTRUCTION AGREEMENT BY AND BETWEEN THE COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION AND THE CITY OF NEWPORT NEWS, VIRGINIA, FOR THE DENBIGH BOULEVARD INTERCHANGE JUSTIFICATION REVIEW (THE "PROJECT")(UPC #114752).

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Newport News, Virginia:

1. That it hereby authorizes and directs the City Manager to execute and the City Clerk to attest, on behalf of the City of Newport News, Virginia, that certain Urban Project Construction Agreement by and between the Commonwealth of Virginia, Department of Transportation and the City of Newport News, Virginia, for the Denbigh Boulevard Interchange Justification Review Project (UPC #114752), as well as any and all additional documents necessary to effectuate and implement said Project, after the review and approval as to form of such documents by the City Attorney.
2. That a copy of the said Agreement is attached hereto and made a part hereof.
3. That this resolution shall be in effect on and after the date of its adoption, March 26, 2019.

PASSED BY THE COUNCIL OF THE CITY OF NEWPORT NEWS ON MARCH 26, 2019

Mabel Washington Jenkins, MMC
City Clerk

McKinley L. Price, DDS
Mayor

A true copy, teste:

City Clerk

URBAN PROJECT CONSTRUCTION AGREEMENT

Project Number	UPC	Project/Street name	Local Government
0064-121-385	114752	Denbigh Blvd IJR	City of Newport News

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/TOWN OF municipality's name, hereinafter referred to as the "MUNICIPALITY".

WHEREAS, the Commonwealth Transportation Board and MUNICIPALITY have allocated funds for an *Interchange Justification Review at Denbigh Boulevard and I-64*, Project # 0064-121-385; UPC #114752, 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 Appendix A.
 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 NEWPORT NEWS, VIRGINIA:

Cynthia D. Rohlf

Typed or printed name of signatory
City Manager

APPROVED AS TO FORM:

City Attorney

ATTEST:

Title Date

City Clerk 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

Attachment
Appendix A (UPC 114752)

VDOT Administered Urban Appendix A

Project Number: 0064-121-385

UPC: 114752 CFDA# 20.205

Locality: City of Newport News

Date: 1/31/2019

Project Location ZIP+4: 23608-3800	Locality DUNS# 809755085	Locality Address (incl ZIP+4): 2400 Washington Ave., Newport News VA 23607-4301
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Project Narrative

Scope: Development of an Interchange Justification Report (IJR) for a proposed interchange at Denbigh Blvd. located between Jefferson Ave. and Ft. Eustis Blvd. on I-64 in the city of Newport News

From: Jefferson Ave.

To: Ft. Eustis Blvd.

Locality Project Manager Contact info: Jackie Kassel 757-926-8666, jkassel@nnva.gov

Department Project Coordinator Contact Info: Angela Biney 757-956-3113, angela.biney@vdot.virginia.gov

Project Estimates

Phase	Estimated Project Costs	Estimated Start Date (month/day/year)	Estimated End Date (month/day/year)	Total Number of Months per Phase
Preliminary Engineering	\$450,000			
Right of Way & Utilities	\$0			
Construction	\$0			
Total Estimated Cost	\$450,000			
Estimate for Billing	\$450,000			

Project Cost and Reimbursement

Phase	Project Allocations	Funds type (Choose from drop down box)	Local % Participation for Funds Type	Local Share Amount	Monthly Locality Payment to VDOT (Local Share Amount divided by Months above)
Preliminary Engineering	\$225,000	Local Funds	100%	\$225,000	
	\$225,000	Pre-Scoping	0.00%	\$0	
Total PE	\$450,000			\$225,000	
Right of Way & Utilities					
Total RW					
Construction					
Total CN					
Total Estimated Cost	\$450,000			\$225,000	

Total Maximum Reimbursement / Payment by Locality to VDOT

\$225,000

Total Maximum Reimbursement by VDOT to Locality (Less Local Share and VDOT Expenditures)

Project Financing

Local Funds	Pre-Scoping				Aggregate Allocations
\$225,000	\$225,000	\$0	\$0	\$0	\$450,000

Program and Project Specific Funding Requirements

- This is a study only project.
- All local funds included on this appendix have been formally committed by the local government's board or council resolution subject to appropriation.
- VDOT has billed the LOCALITY \$0.00 for this project as of 1/31/19.
- VDOT has received \$0.00 from the LOCALITY for this project as of 1/31/19.
- The LOCALITY shall make one payment to VDOT as follows: \$225,000.00 no later than 60 days after the execution of this agreement.
- This Appendix A is for PE billings only.

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

Authorized Locality Official and Date

Authorized VDOT Official and Date

Typed or printed name of person signing

Typed or printed name of person signing