

**RESOLUTION NO. 13339-20**

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 STANDARD PROJECT ADMINISTRATION AGREEMENT BY AND BETWEEN THE CITY OF NEWPORT NEWS, VIRGINIA, AND THE COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION FOR HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP) GRANT FUNDED JEFFERSON AVENUE PEDESTRIAN IMPROVEMENTS PROJECT FROM INDUSTRIAL PARK DRIVE TO SHIELDS ROAD (UPC #111090) AND APPROPRIATING \$781,688 FROM THE FY 2020 CAPITAL IMPROVEMENT PLAN STREETS AND BRIDGES CATEGORY FOR TRANSPORTATION PROJECTS.

WHEREAS, the City has competed for and successfully secured from the Virginia Department of Transportation (VDOT) a Highway Safety Improvement Plan (HSIP) grant funds for the Jefferson Avenue Pedestrian Improvements Project from Industrial Park Drive to Shields Road ("the Project") (UPC #111090); and

WHEREAS, the HSIP will be used to install sidewalks along both sides of Jefferson Avenue, pedestrian signals and crosswalks, as well as CCTV cameras at the intersections with Industrial Park Drive and Shields Road; and

WHEREAS, VDOT has requested that the City execute the attached Standard Project Administration Agreement; and

WHEREAS, it is necessary to appropriate \$781,688 in furtherance of the Project from the FY2020 Capital Improvement Plan Streets and Bridges Category for Transportation Projects.

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 Standard Project Administration Agreement by and between the City of Newport News, Virginia, and VDOT for the Project (UPC #111090), and to also execute any addition documents necessary to the completion of this project, and that the City Clerk attest the same.

2. That it further authorizes the City Manager to execute and the City Clerk to attest, upon approval by the City Attorney of any further documents necessary to effectuate and complete the Project.

3. That it will appropriate the sum of \$781,688 in furtherance of the Project.

4. That a copy of the said Agreement is attached hereto and made a part hereof.

4. That this resolution shall be in effect on and after the date of its adoption, July 14, 2020.

PASSED BY THE COUNCIL OF THE CITY OF NEWPORT NEWS ON JULY 14, 2020

Mabel Washington Jenkins, MMC  
City Clerk

McKinley L. Price, DDS  
Mayor

A true copy, teste:

City Clerk

**STANDARD PROJECT ADMINISTRATION AGREEMENT**  
**Federal-aid Projects**

Project Number	UPC	Local Government
U000-121-S63	111090	City of Newport News

THIS AGREEMENT, made and executed in triplicate this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the City of Newport News, 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.

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 NEWPORT NEWS, VIRGINIA:**

APPROVED AS TO FORM:

\_\_\_\_\_  
Cynthia D. Rohlf  
Typed or printed name of signatory

\_\_\_\_\_  
City Attorney

City Manager \_\_\_\_\_ Date \_\_\_\_\_  
Title \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
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 \_\_\_\_\_

**Attachments**  
Appendix A (UPC 111090)



**Appendix A**

**Date:** 4/9/2020

Project Number: U000-121-S63      UPC: 111090      CFDA # 20.205      Locality: City of Newport News

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

Work Description:	Install sidewalks along both sides of Jefferson Ave. with pedestrian signals, crosswalks, and CCTV cameras at intersections with Industrial Park Dr. and Shields Dr.
From:	Industrial Park Dr.
To:	Shields Dr.
Locality Project Manager Contact info:	Demaris Braswell 757-926-8690      braswelld@nnva.gov
Department Project Coordinator Contact Info:	Chessica Villafloraes 757-956-3094      chessica.villafloraes@vdot.virginia.gov

Project Estimates				
	Preliminary Engineering	Right of Way and Utilities	Construction	Total Estimated Cost
Estimated Locality Project Expenses	\$55,000	\$200,000	\$484,188	\$739,188
Estimated VDOT Project Expenses	\$30,000	\$0	\$12,500	\$42,500
Estimated Total Project Costs	\$85,000	\$200,000	\$496,688	\$781,688

Project Cost and Reimbursement						
Phase	Estimated Project Costs	Funds type <i>(Choose from drop down box)</i>	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	\$85,000	HSIP	0%	\$0	\$85,000	
				\$0	\$0	
				\$0	\$0	
				\$0	\$0	
<b>Total PE</b>	<b>\$85,000</b>			<b>\$0</b>	<b>\$85,000</b>	<b>\$55,000</b>
Right of Way & Utilities	\$200,000	HSIP	0%	\$0	\$200,000	
				\$0	\$0	
				\$0	\$0	
				\$0	\$0	
<b>Total RW</b>	<b>\$200,000</b>			<b>\$0</b>	<b>\$200,000</b>	<b>\$200,000</b>
Construction	\$496,688	HSIP	0%	\$0	\$496,688	
				\$0	\$0	
				\$0	\$0	
				\$0	\$0	
<b>Total CN</b>	<b>\$496,688</b>			<b>\$0</b>	<b>\$496,688</b>	<b>\$484,188</b>
<b>Total Estimated Cost</b>	<b>\$781,688</b>			<b>\$0</b>	<b>\$781,688</b>	<b>\$739,188</b>

<b>Total Maximum Reimbursement by VDOT to Locality (Less Local Share)</b>	\$781,688
<b>Estimated Total Reimbursement by VDOT to Locality (Less Local Share and VDOT Expenses)</b>	\$739,188

Project Financing					
HSIP	HSIP - State Match				Aggregate Allocations
\$703,519	\$78,169				\$781,688

**Program and Project Specific Funding Requirements**

- This Project shall be administered in accordance with VDOT's Locally Administered Projects Manual and Urban Manual.
- In accordance with Chapter 12.1.3 (Scoping Process Requirements) of the LAP Manual, the locality shall complete project scoping on or before 12/15/2021.
- This is a limited funds project. The LOCALITY shall be responsible for any additional funding in excess of \$781,688
- 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.
- 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.
- This project is funded with federal-aid Highway Safety Improvement Program (HSIP) funds. These funds must be obligated within 12 months of allocation and expended within 36 months of the obligation.

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

\_\_\_\_\_  
 Authorized Locality Official and Date  
 \_\_\_\_\_  
 Typed or printed name of person signing

\_\_\_\_\_  
 Authorized VDOT Official and Date  
 \_\_\_\_\_  
 Typed or printed name of person signing