

INTRODUCED: July 22, 2019

AN ORDINANCE No. 2019-197

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 multi-modal infrastructure to improve the safety and operation of all users within the Virginia Biotechnology Research Park.

Patron – Mayor Stoney

Approved as to form and legality
by the City Attorney

PUBLIC HEARING: SEP 9 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 multi-modal infrastructure to improve the safety and operation of all users within the Virginia Biotechnology Research Park. The Standard Project Administration

AYES: 9 NOES: 0 ABSTAIN: _____

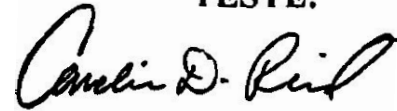
ADOPTED: SEP 23 2019 REJECTED: _____ STRICKEN: _____

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:

A handwritten signature in black ink, appearing to read "Carolin D. Reil". The signature is written in a cursive style with a large initial 'C'.

City Clerk



CITY OF RICHMOND
INTRACITY CORRESPONDENCE

O & R REQUEST

4-8925
JUN 24 2019

Office of the
Chief Administrative Officer

O&R REQUEST

DATE: June 12, 2019

EDITION: 1

TO: The Honorable Members of City Council

RECEIVED

THROUGH: The Honorable Levar M. Stoney; Mayor

JUL 15 2019

THROUGH: Selena Cuffee-Glenn; Chief Administrative Officer

OFFICE OF THE CITY ATTORNEY

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

THROUGH: Bobby Vincent; Director of Public Works

THROUGH: M. S. Khara, P.E.; City Engineer

THROUGH: Lamont Benjamin, P.E.; Capital Projects Administrator

FROM: Thomas A. Westbrook, P.E.; Project Manager

RE: TO AUTHORIZE THE CHIEF ADMINISTRATIVE OFFICER OR
DESIGNEE TO EXECUTE ALL NECESSARY CITY/STATE
AGREEMENTS FOR THE ADMINISTRATION OF THE "BIOTECH
RESEARCH PARK ROADWAY IMPROVEMENTS" 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 all necessary City/State agreements for the administration of
'Biotech Research Park Roadway Improvements' project, designated as project VBTP-127-106,
UPC Number 112105.

REASON: The Virginia Department of Transportation (VDOT) requires that the City execute a
new agreement for the development and administration of the 'Biotech Research Park Roadway
Improvements' project.

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

BACKGROUND: Started on 34 acres directly adjacent to the Virginia Commonwealth
University Medical Center, the Virginia Biotechnology Research Park is strategically
headquartered in downtown Richmond, in the heart of the nations' East Coast pharmaceutical

and biotechnology corridor, just 100 miles south of Washington, DC and its federal regulatory agencies.

Created as a Partnership of Virginia Commonwealth University (VCU), the City of Richmond and the Commonwealth of Virginia, the Park has continued to develop a thriving life sciences community in downtown Richmond. The Park works hand-in-hand with VCU, other academic institutions, business, government and non-profit organizations to facilitate technology transfer and business development.

These roadway improvements will encourage the growth of the Virginia Bio-Tech Park, by allowing convenient access to visitors and potential tenants. These roadway improvements will also benefit the current tenants of Biotech Park by providing for safe access of pedestrians.

The project consists of three phases. Phase 1 consisted of the Jackson Street Signal upgrades. Phase 2 consisted of relocating Duval Street and improved intersection control. Both Phase 1 and Phase 2 are complete. Phase 3 will design and construct the Jackson Street Streetscape (Jackson Street from 3rd to 4th and along 4th Street from Jackson St to Leigh Street) and provide initial design services for the Leigh Street Streetscape from 3rd St to MLK Bridge within Biotech Park.

Total Project Allocation is \$ 1,222,464.00. VDOT Administrative costs are estimated at \$ 58,174.00. The City will be reimbursed up to \$ 1,164,290.00 which is 100% reimbursable.

FISCAL IMPACT/COST TO CITY: None. Funds are 100% reimbursable. No City match is required.

FISCAL IMPLICATIONS: Failure to execute the agreement will prevent the City from implementing the projects and will require alternate funding not previously allocated.

BUDGET AMENDMENT NECESSARY: None. Previous Capital Improvement Plans accepted the funding under the previously executed agreement.

REVENUE TO CITY: \$ 1,164,290.00.

DESIRED EFFECTIVE DATE: Upon adoption.

REQUESTED INTRODUCTION DATE: July 22, 2019.

CITY COUNCIL PUBLIC HEARING DATE: September 23, 2019.

REQUESTED AGENDA: Consent.

RECOMMENDED COUNCIL COMMITTEE: Land Use, Housing, and Transportation Standing Committee meeting (September 17, 2019).

CONSIDERATION BY OTHER ENTITIES: None.

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

RELATIONSHIP TO EXISTING ORD. OR RES: Authorizing the CAO to execute City/State Agreement for Biotech Research Roadway Improvements Project (Ord 2006-313-300 adopted 12/11/06).

REQUIRED CHANGES TO WORK PROGRAM(S): None.

ATTACHMENTS: Project Administration Agreement.

STAFF: M. S. Khara, P.E., City Engineer, 646-5413
Lamont L. Benjamin, P.E., Capital Project Administrator, 646-6339
Thomas A. Westbrook, P.E., Project Manager, 646-3421

STANDARD PROJECT ADMINISTRATION AGREEMENT
Federal-aid Projects

Project Number	UPC	Local Government
VBTP-127-006	112105	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.

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 112105)

Project Number: VBTP-127-006 UPC: 112105 CFDA # 20.205 Locality: City of Richmond

Project Location ZIP+4: 23219-1907	Locality DUNS# 003133840	Locality Address (incl ZIP+4): 900 East Broad Street Richmond, VA 23219-1907
------------------------------------	--------------------------	--

Project Narrative

Scope:	Biotech Park Transportation Imp - Phase III: PE for segments of Jackson, Leigh and 4th streets within Biotech Park, and CN for Jackson St from 3rd to 4th streets; on 4th from Leigh to Jackson		
From:	Biotech Park Boundary		
To:	Biotech Park Boundary		
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	\$269,500	\$0	\$894,790	\$1,164,290
Estimated VDOT Project Expenses	\$30,500	\$0	\$27,674	\$58,174
Estimated Total Project Costs	\$300,000	\$0	\$922,464	\$1,222,464

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.)
Preliminary Engineering	\$300,000	SAFETEA LU Earmark	0%	\$0	\$300,000	\$269,500
Total PE	\$300,000			\$0	\$300,000	
Construction	\$922,464	SAFETEA-LU Earmark	0%	\$0	\$922,464	
Total CN	\$922,464			\$0	\$922,464	\$894,790
Total Estimated Cost	\$1,222,464			\$0	\$1,222,464	\$1,164,290

Total Maximum Reimbursement by VDOT to Locality (Less Local Share)	\$1,222,464
Estimated Total Reimbursement by VDOT to Locality (Less Local Share and VDOT Expenses)	\$1,164,290

Project Financing

SAFETEA-LU Earmark	State Match - Quarterly Payment				Aggregate Allocations
\$977,970	\$244,494				\$1,222,464

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 10/14/2019.
- This is a limited funds project. The LOCALITY shall be responsible for any additional funding in excess of \$977,970.
- Reimbursement for eligible expenditures shall not exceed funds allocated each year by the Commonwealth Transportation Board in the Six Year Improvement Program.
- 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 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