

AN ORDINANCE No. 87-46-84

ADOPTED MAR 9 1987

To authorize and direct the City Manager, or his designee, for and on behalf of the City of Richmond, to enter into an agreement with the Department of Transportation of the Commonwealth of Virginia, acting by and through the Chief Engineer, concerning the adjustment of sanitary sewer facilities to result from replacement of an existing bridge, "Robert E. Lee Bridge", that carries U.S. Routes 1 and 301 over the James River (Project 0001-127-104, C501, C504 and C505).

Patron - City Manager

Approved as to form and legality
by City Attorney

THE CITY OF RICHMOND HEREBY ORDAINS:

§ 1. That the City Manager, or his designee, for and on behalf of the City of Richmond, is authorized and directed to enter into an agreement with the Department of Transportation of the Commonwealth of Virginia, acting by and through the Chief Engineer, concerning the adjustment of sanitary sewer facilities to result from replacement of an existing bridge, "Robert E. Lee Bridge", that carries U.S. Routes 1 and 301 over the James River (Project 0001-127-104, C501, C504 and C505), said agreement to be approved as to form by the City Attorney and to be substantially in the form appended to the draft of this ordinance.

City of Richmond
Department of Public Works



900 E. Broad Street, Richmond, Virginia 23219
804-780-4664

December 30, 1986

Mr. George Burge
Urban Programs Engineer
VDH&T
1221 E. Broad Street
Richmond, Virginia 23219

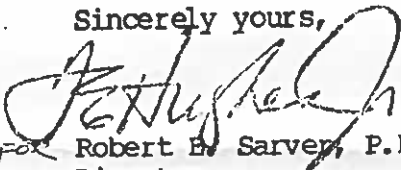
Re: Robert E. Lee Bridge
Project 0001-127-104, PE-101
City of Richmond

Dear Mr. Burge:

This is to confirm the City estimates inspection services for sanitary sewer adjustment work on the above noted project to be \$970.35. This represents a cost of 3% of the total sanitary sewer estimated cost which is \$32,345.

Please advise if you need additional information.

Sincerely yours,


for Robert E. Sarver, P.E.
Director

/ RS/st
cc: Lou Graham, VDH&T

ORDINANCE OR RESOLUTION SUMMARY
CITY OF RICHMOND, VIRGINIA

Resolution Ordinance No. 87-46	Subject
Requested by City Manager	Agreement to Adjust Sanitary Sewer Facilities on the Robert E. Lee Bridge.
Received City Manager's Office	
Summarized 3/2/87	

SUMMARY

This Ordinance would authorize and direct the City Manager to enter into an agreement with the Department of Transportation of the Commonwealth of Virginia, acting by and through the Chief Engineer, concerning the adjustment of sanitary sewer facilities to result from replacement of an existing bridge, "Robert E. Lee Bridge", that carries U. S. Routes 1 and 301 over the James River.

COUNCIL ACTION

On Docket 3/9/87
Amended
Adopted
Rejected

AGREEMENT
between
CITY OF RICHMOND
DEPARTMENT OF PUBLIC WORKS
and
COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION
FOR ADJUSTMENT OF
SANITARY SEWER FACILITIES

THIS AGREEMENT, made and entered into as of the _____ day of _____, 19 _____, by and between the CITY OF RICHMOND, DEPARTMENT OF PUBLIC WORKS (hereinafter called MUNICIPALITY) and the COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION, (hereinafter called STATE).

W I T N E S S E T H

WHEREAS, the STATE and MUNICIPALITY are participating in the construction or reconstruction of a section of highway designated as Route 1, Project: 0001-127-104, C501, C504, C505, which will necessitate changes in the MUNICIPALITY'S sanitary sewer facilities; and,

WHEREAS, the STATE and the MUNICIPALITY wish to agree upon the terms and conditions under which the necessary changes will be made as hereinafter set forth;

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

SECTION I

(a) It will be to the best interest of the STATE and the MUNICIPALITY to have these sanitary sewer facilities included in the highway contract to be adjusted by the highway contractor.

(b) The STATE, through its highway contractor will relocate and adjust the MUNICIPALITY'S sanitary sewer facilities in accordance with the attached plans and the STATE'S Road and Bridge Specifications; said plans being identified as plan sheets 25(0) through 25(44) of the STATE'S project construction plans for Project: 0001-127-104, C501, C504, C505.

SECTION II

(a) It has been determined that the project is responsible for bearing 81.4% of the sanitary sewer adjustments indicated in SECTION I (b).

(b) It has been determined that the MUNICIPALITY is responsible for bearing 18.6% of the sanitary sewer adjustments indicated in SECTION I(b), due to betterment and will reimburse the STATE for these items included in the highway contract. Reimbursement will be based on the unit prices in the highway contract, awarded by the STATE, plus the applicable construction engineering cost.

(d) In the event, at any time hereafter that the sanitary sewer facilities indicated in SECTION I (b) be altered, rebuilt or relocated due to highway construction, the applicable cost incurred by the MUNICIPALITY in connection with such alteration, rebuilding or relocation of its facilities will be paid in accordance with the prevailing laws or rules and regulations in effect at the time the work is performed.

SECTION III

(a) The MUNICIPALITY will perform certain incidental work in conjunction with the utility work included in the highway contract such as operating valves and will also inspect the utility relocation work with its own forces, reporting through the Highway Resident Engineer, and upon completion will certify to the STATE that the work included in the highway contract was performed in a satisfactory manner. The total estimated cost of this incidental work and inspection is \$970.35 as outlined in the attached letter dated December 30, 1986, from Mr. Robert E. Sarver, Director Department of Public Works, and will be borne as indicated in SECTION II of this agreement. The MUNICIPALITY hereby agrees to submit bills for actual costs incurred and to keep accurate records in accordance with Federal Highway Administration's Program Manual, Volume 6, Chapter 6, Section 3, Subsection 1, and any revisions or supplements thereto, in effect as of the date of this agreement. All costs, records and accounts are subject to audit by authorized representatives of the STATE and/or Federal Highway Administration. During the progress of construction and for a period of three years from the date final payment has been received by the MUNICIPALITY, the records pertaining to the adjustment and accounting therefor will be available for inspection by authorized representatives of the STATE and Federal Highway Administration.

(b) The MUNICIPALITY agrees that the existing facilities which are to be abandoned will become the property of the STATE'S highway contractor. Any salvage value derived therefrom will accrue to the STATE'S highway contractor.

IN WITNESS WHEREOF, each party has caused this agreement to be executed in duplicate in its name and on its behalf by its duly authorized officer as of the day and year first above written.

In the presence of:

CITY OF RICHMOND, DEPARTMENT OF PUBLIC
WORKS

As to the City of Richmond
Department of Public Works

By: _____

Title: _____

In the presence of:

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION

As to the Commonwealth

By: _____

Chief Engineer