

AN ORDINANCE **№. 87-176-168****ADOPTED JUL 27 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, and with Virginia Power Company, concerning the adjustment of utility facilities of Virginia Power Company to result from the construction encompassed in Virginia Department of Transportation Project 0001-127-104, RW202 (Robert E. Lee Bridge in the City of Richmond).

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, and with Virginia Power Company, concerning the adjustment of utility facilities of Virginia Power Company to result from the construction encompassed in Virginia Department of Transportation Project 0001-127-104, RW202 (Robert E. Lee Bridge - in the City of Richmond), 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.

§ 2. This ordinance shall be in force and effect upon adoption.



COMMONWEALTH of VIRGINIA

DEPARTMENT OF TRANSPORTATION
1401 EAST BROAD STREET
RICHMOND, 23219

RAY D. PETHEL
COMMISSIONER

G. W. ALEXANDER
STATE RIGHT OF WAY ENGINEER

June 23, 1987

Route 1
Project 0001-127-104, RW202
City of Richmond

UTILITIES- Virginia Power

Mr. Daniel A. Lynch, Director
City of Richmond
Department of Public Utilities
600 E. Broad Street
Richmond, VA 23219

RECEIVED
JUN 30 1987

BUR. OF ENGINEERING

Dear Mr. Lynch:

Attached is a triparty agreement covering the adjustment of the Virginia Power's distribution facilities affected by the construction of the captioned project. Some of the adjustment work has been determined to be an applicable project cost and accordingly the City will be participating in 5% of this cost.

Please have the agreement executed by the appropriate City official and forward to Mr. E. T. Diehl, Director of Customer Engineering, Virginia Power, 7500 W. Broad Street, Richmond, VA 23229 for execution. Mr. Diehl should be requested to return the three (3) bound copies to this office for execution by the State and distribution. A fully executed copy of the agreement will be forwarded to you by our District Engineer, Mr. L. E. Brett, Jr., when he authorizes the Utility Owner to proceed with the work.

Your prompt attention to the processing and execution of this agreement is necessary in order that we can keep the proposed advertisement of this project on schedule. Should you have any questions concerning the agreement, you should contact Mr. J. L. Wilson, of this office, whose telephone number is (804) 786-2970.

Very truly yours,

J. C. Carr
J. C. Carr
Utilities Engineer

RME/mlw

Attachment

CC: Mr. L. E. Brett, Jr.
Mr. T. A. Hawthorne
Mr. L. B. Graham
Mr. J. A. Blaha
Mr. J. K. Skeens



ORDINANCE OR RESOLUTION SUMMARY

CITY OF RICHMOND, VIRGINIA

Resolution	Subject
Ordinance No. <u>87-176</u>	
Patron(s) <u>City Manager</u>	To authorize and execute utility agreements between the City, State, and Virginia Power

SUMMARY

This Ordinance would authorize and direct the City Manager, to enter into an agreement with the Virginia Department of Transportation and with Virginia Power Company, concerning the adjustment of Virginia Power's utility facilities on the Robert E. Lee Bridge, Project 0001-127-104, RW202.

REASON: The bridge and its approaches are under construction and need certain adjustments in the utilities. This Ordinance would authorize the execution of an agreement to allow Virginia Power to make necessary adjustments.

COST TO THE CITY: \$1,133.20 which is 5% of the total cost (\$22,664) of the adjustments.

This Ordinance shall be in force and effect upon adoption.

COUNCIL ACTION

On Docket 07/27/87

Amended _____

Adopted _____

Rejected _____

Stricken _____

AGREEMENT
among
VIRGINIA POWER
and
CITY OF RICHMOND
and
COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION
for
RELOCATION AND ADJUSTMENT OF
DISTRIBUTION FACILITIES

THIS AGREEMENT, made and entered into as of the _____ day of _____, 19____, by and among the VIRGINIA POWER (hereinafter called UTILITY) and the CITY OF RICHMOND (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 MUNICIPALITY and STATE are participating in the construction or reconstruction of a section of highway designated as Route 1 Project: 0001-127-104, RW202, which will necessitate changes in the UTILITY'S distribution facilities; and

WHEREAS, the UTILITY, MUNICIPALITY and the STATE wish to agree upon the terms and conditions under which the UTILITY will make the changes in its distribution facilities and the MUNICIPALITY and STATE will reimburse the UTILITY the applicable cost incurred by such changes 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

The UTILITY, after receiving authorization from the STATE, will with due diligence and dispatch relocate and adjust its distribution facilities in accordance with the attached plans, said plans being identified as: one (1) xerox sheet, Est. #01-071687.00, W. O. 652335, dated May 8, 1987 showing existing and proposed distribution facilities.

SECTION II

(a) It has been determined that the Project is responsible for bearing the applicable cost of this adjustment as indicated on the attached plans. The estimated cost of this adjustment to be borne by the MUNICIPALITY and STATE is \$22,664.00 as set forth in the attached estimate, said estimate being identified as three (3) xerox sheets, M.W.O. Number 652335, Est. Number 01-071687.00, dated June 4, 1987.

(b) The MUNICIPALITY is responsible for 5% of the actual applicable cost of the adjustment and the STATE is responsible for 95% of the actual applicable cost of the adjustment.

(c) The MUNICIPALITY shall permit the UTILITY to trim, cut and keep clear trees, undergrowth and other obstructions under and adjacent to its facilities within the MUNICIPALITY'S right of way which may endanger or interfere with the efficient operations of the distribution facilities. The extent of and the techniques used in such trimming, cutting, and clearing shall be mutually agreed upon by authorized representatives of the MUNICIPALITY and the UTILITY.

SECTION III

(a) In the event the MUNICIPALITY should request at any time hereafter that the facilities as adjusted onto street rights of ways at project expense be again adjusted when they are located on street rights of way, the MUNICIPALITY will pay the UTILITY the applicable cost incurred by the UTILITY in connection with such alterations, rebuilding or relocation of its facilities.

(b) In the event the MUNICIPALITY should request at any time hereafter that the facilities which were not adjusted hereunder, but for which the UTILITY'S rights of way were encompassed, by the street rights of way be adjusted, the MUNICIPALITY will pay the UTILITY the applicable costs incurred by the UTILITY in connection with such alterations, rebuilding or relocation of its facilities.

(c) In the event the MUNICIPALITY should request at any time hereafter that the facilities as adjusted onto street rights of way at UTILITY'S expense, be again adjusted when they are located on street rights of way, the UTILITY will alter, rebuild or relocate its facilities in accordance with the terms of the franchise agreement.

SECTION IV

(a) The work will be done and all records kept 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. Actual and related indirect costs will be accumulated by the UTILITY and kept in accordance with a work order accounting procedure as prescribed or accepted by the Federal Energy Regulatory Commission.

(b) All costs, records and accounts are subject to audit by authorized representatives of the MUNICIPALITY and STATE. During the progress of construction and for a period of three years from the date final payment has been received by the UTILITY, the records pertaining to the adjustment and accounting therefor will be available for inspection by representatives of the MUNICIPALITY, STATE and Federal Highway Administration.

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

In the presence of:

VIRGINIA POWER

As to the Virginia Power

By: _____

Title: _____

In the presence of:

CITY OF RICHMOND

As to the City of Richmond

By: _____

Title: _____

In the presence of:

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION

As to the Commonwealth

By: _____

Chief Engineer