

INTRODUCED: September 14, 2015

AN ORDINANCE No. 2015-184-189

To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to execute an Urban Project Construction Agreement between the City of Richmond and the Virginia Department of Transportation to provide funding for the Route 5 (East Main Street) Bridge Replacement over Norfolk Southern Railroad project.

Patron – Mayor Jones

Approved as to form and legality
by the City Attorney

PUBLIC HEARING: SEPT 28 2015 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 an Urban Project Construction Agreement between the City of Richmond and the Virginia Department of Transportation to provide funding for the Route 5 (East Main Street) Bridge Replacement over Norfolk Southern Railroad project. The Urban Project Construction 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.

AYES: 7 NOES: 0 ABSTAIN: _____

ADOPTED: SEPT 28 2015 REJECTED: _____ STRICKEN: _____



CITY OF RICHMOND
INTRACITY CORRESPONDENCE

4-3994
O & R REQUEST

AUG 19 2015

Chief Administration Office
City of Richmond

O&R REQUEST

DATE: August 11, 2015

RECEIVED

TO: The Honorable Members of City Council

AUG 20 2015

THROUGH: The Honorable Dwight C. Jones, Mayor

[Handwritten signature]

OFFICE OF CITY ATTORNEY

THROUGH: Selena Cuffee-Glenn; Chief Administrative Officer

[Handwritten signature]

THROUGH: Christopher L. Beschler, Deputy Chief Administrative Officer

[Handwritten signature]

THROUGH: Dr. Emmanuel Adediran, Director of Public Works

[Handwritten signature]

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

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FROM: Lamont L. Benjamin, P.E. Capital Project Administrator

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RE: TO AUTHORIZE CHIEF ADMINISTRATIVE OFFICER OR THE DESIGNEE TO EXECUTE ALL NECESSARY CITY/STATE AGREEMENTS RELATING TO THE ROUTE 5 (EAST MAIN STREET) BRIDGE REPLACEMENT PROJECT OVER NORFOLK SOUTHERN RAILROAD

ORD. OR RES. No. _____

PURPOSE: To authorize the Chief Administrative Officer (CAO) or the designee, for and on behalf of the City of Richmond to execute a City/State project administration agreement for the Route 5 (East Main Street) Bridge Replacement Project over Norfolk Southern Railroad (NSRR), designated as Project 0005-127-957 and UPC # 107867.

REASON: The Virginia Department of Transportation (VDOT) has allocated a total of \$3,900,000 in State funds for VDOT administration of the project. This ordinance is required to enter into an agreement to initiate the Route 5 (East Main Street) Bridge Replacement Project and for the City to assume ownership, operation, and maintenance of the new Route 5 (East Main Street) bridge over NSRR.

RECOMMENDATION: The Department of Public Works recommends approval of this Ordinance.

BACKGROUND: The Route 5 (E. Main St.) bridge appeared in previous CIP as a replacement structure for the bridge on Main Street over the Norfolk Southern Railroad just south of Williamsburg Road. For many years the Virginia Department of Transportation conducted preliminary design for this project and studied several options for including a realignment of the roadway in a new corridor. It was determined that constructing a new roadway on new alignment is not cost effective and a replacement structure is being designed at the existing bridge location.

The existing bridge carries East Main Street over the Norfolk Southern Railroad and under the CSX Railroad trestle. This bridge has been found to be in poor condition and maintenance costs are becoming excessive to continue to provide adequate service on the structure. The existing bridge structure has been rated as one out of the two worst in the City and is posted for a 3 ton weight limit. Main Street is designated as State Route 5, and is the primary access into the industrial and commercial areas of Fulton.

This corridor will be the future route for the new Greater Richmond Transit Company (GRTC) Bus Rapid Transit (BRT) "PULSE" system. BRT buses are over the existing 3 ton weight limit. The bridge needs to be replaced prior to the opening of the system in October 2017.

The Virginia Department of Transportation (VDOT), along with NSRR through the Virginia Department of Rail and Public Transportation (VDRPT), has agreed to allocate funding (VDOT \$3,000,000) & (NSRR \$900,000 thru VDRPT) for the replacement of the Route 5 Bridge. VDOT will administer and construct the bridge replacement project. After completion of the project, the City will assume ownership, operation, and maintenance responsibilities of the bridge.

The cost of the bridge replacement project is \$3,900,000 and schedule to be completed by October 2017.

FISCAL IMPACT / COST: None. VDOT and NSRR will fund this project. The project will require no matching funds from the City of Richmond.

FISCAL IMPLICATIONS:—None. Once constructed the City will assume ownership of the bridge and be responsible for future maintenance.

BUDGET AMENDMENT NECESSARY: No

REVENUE TO CITY: None. (The City will receive a new bridge structure paid for by others.)

DESIRED EFFECTIVE DATE: Upon Adoption

REQUESTED INTRODUCTION DATE: September 14, 2015

CITY COUNCIL PUBLIC HEARING DATE: September 28, 2015

REQUESTED AGENDA: Consent

RECOMMENDED COUNCIL COMMITTEE: Land Use, Housing and Transportation Standing Committee (LUHTSC)

CONSIDERATION BY OTHER GOVERNMENTAL ENTITIES: None

AFFECTED AGENCIES: Public Works; Department of Parks, Recreation and Community Facilities, Law Department; Economic and Community Development; Public Utilities; Finance; Budget and Strategic Planning. Copies also sent to: City Mayor (Honorable Dwight Jones); Chief Administrative Officer (Selena Cuffee-Glenn); Assistant to Chief Administrative Officer (Terri Garrett); and City Attorney (2)

RELATIONSHIP TO EXISTING ORD. OR RES.: Ordinance 1912, Ordinance 1978, Ordinance 1987

REQUIRED CHANGES TO WORK PROGRAM(S): None

ATTACHMENTS: City-State Agreement

STAFF: M. S. Khara PE, City Engineer, Public Works, 646-5413
Lamont L. Benjamin PE, Capital Projects Administrator, Public Works, 646-6339

URBAN PROJECT CONSTRUCTION AGREEMENT

Project Number	UPC	Project/Street name	Local Government
0005-127-957	107867	Route 5 (E. Main Street) Bridge Replacement	City of Richmond

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 OF RICHMOND, hereinafter referred to as the "MUNICIPALITY".

WHEREAS, the Commonwealth Transportation Board and MUNICIPALITY have allocated funds for *Route 5 (MAIN Street) Bridge Replacement*, Project # 0005-127-957; UPC 107867, 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 the 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

LOCALITY 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 33.2-348 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.

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IN WITNESSETH WHEREOF, the parties sign and cause this AGREEMENT to be executed by their duly authorized officers.

ATTEST:

Signature of Witness Date
City of Richmond

Chief Administrative Officer Date
City of Richmond

NOTE: The official signing for the municipality must attach a certified copy of the authority under which this agreement is executed.

Signature of Witness

Chief of Policy
Commonwealth of Virginia
Department of Transportation

Attachment:
Appendix A (UPC 107867)

VDOT Administered Urban Appendix A

Date: 7/27/2015

Project Number: 0005-127-957 107867 CFDA# N/A Locality: City of Richmond

Project Location ZIP+4 23218-1907	Locality DUNS# 003133840	Locality Address (incl ZIP+4): Department of Public Works 90 East Broad St. RM 603 VA 23218-1907 Richmond,
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Project Narrative

Scope	Replacement of Rta 5 (East Main) Street Bridge over Norfolk Southern	
From	Rta 5 (E.Main Street) Bridge over Norfolk Southern Railroad	
To:	Rta 5 (E.Main Street) Bridge over Norfolk Southern Railroad	
Locality Project Manager Contact Info:	Adel Edward, PE 804-648-6584	
Department Project Coordinator Contact Info	George (Joe) Fecak	

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	\$500,000	8/14/2015	10/31/2016	15
Right of Way & Utilities	\$100,000	8/14/2015	10/31/2016	39
Construction	\$3,300,000	10/31/2016	10/31/2018	24
Total Estimated Cost	\$3,900,000	Total Months =		77
Estimate for Billing DRPT	\$900,000			

Project Cost and Reimbursement

Phase	Project Allocations	Funds type (Choose from drop down box)	DRPT % Participation for Funds Type	DRPT Share Amount	DRPT Payment to VDOT
Preliminary Engineering	\$350,000	Bridge State Funds	0.00%	\$0	\$ -
	\$150,000	DRPT	100.00%	\$150,000	\$ 150,000.00
				\$0	\$ -
Total PE	\$500,000			\$150,000	\$ 150,000.00
Right of Way & Utilities	\$70,000	Bridge State Funds	0.00%	\$0	\$ -
	\$30,000	DRPT	100.00%	\$30,000	\$ 30,000.00
				\$0	\$ -
Total RW	\$100,000			\$30,000	\$ 30,000.00
Construction	\$720,000	DRPT	100.00%	\$720,000	\$ 720,000.00
	\$942,471	High Priority State Funds		\$0	\$ -
	\$1,637,529	Bridge State Funds		\$0	\$ -
Total CN	\$3,300,000			\$720,000	\$ 720,000.00
Total Estimated Cost	\$3,900,000			\$900,000	\$ 900,000.00

Total Maximum Reimbursement / Payment by DRPT to VDOT

\$900,000

Project Financing

Bridge State Funds	High Priority State Funds	DRPT (Norfolk Southern)	Fund Source (Choose from drop down box)	Fund Source (Choose from drop down box)	Aggregate Allocations (A+B+C+D+E)
\$2,057,529	\$942,471	\$900,000	\$0	\$0	\$3,900,000

Program and project Specific Funding Requirements

- 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.
- The Department of Rail and Public Transportation (DRPT) will provide \$900,000 to VDOT via inter-agency transfer
- This project has no local funds from the city, therefore no local payments are required.
- In accordance with Chapter 12.1.3 (Scoping Process Requirements) of the LAP Manual, VDOT will complete project scoping on or before 7/14/2016.

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
Recommendation and Date

Typed or printed name of person signing

Typed or printed name of person signing