

AN ORDINANCE No. 87-45-43

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 the construction encompassed in Virginia Department of Transportation Project 0150-127-103, C502 and B602 (Parham-Chippenham Connector - 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, concerning the adjustment of sanitary sewer facilities to result from the construction encompassed in Virginia Department of Transportation Project 0150-127-103, C502 and B602 (Parham-Chippenham Connector - 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.



COMMONWEALTH of VIRGINIA

DEPARTMENT OF TRANSPORTATION
1401 EAST BROAD STREET
RICHMOND, 23219

RAY D. PETHTEL
COMMISSIONER

G. W. ALEXANDER
STATE RIGHT OF WAY ENGINEER

January 12, 1987

Project 0150-127-103, C502, B602
City of Richmond

Mr. Robert E. Sarver, P. E., Director
City of Richmond
Department of Public Works
900 E. Broad Street
Richmond, VA 23219

Dear Mr. Sarver:

RE Utilities-City of Richmond- (sanitary sewer facilities)

Attached are two bound copies of the agreement providing for the adjustment of your sanitary sewer facilities on the captioned project for signature. Please have the agreements executed by the proper City officials and return the two (2) bound copies to this office for execution by the State.

A fully executed copy of the agreement will be sent to you by our District Engineer, Mr. L. E. Brett, Jr., after execution by the State.

Very truly yours,
J. C. Carr
J. C. Carr
Utilities Engineer

PKV/mlw

Attachments

cc:
Mr. L. E. Brett, Jr.
Mr. J. A. Blaha
Mr. D. C. Morrison
Mr. L. B. Graham

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JAN 15 1987

BUR. OF ENGINEERING

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DIVISION OF
& DRAINAGE

JAN 1987
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DEPT. PUBLIC
WORKS

Russell File

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: Parham-Chippenham Connector

Dear Mr. Burge:

This is to confirm the City estimates inspection services for sanitary sewer adjustment work on the above noted project to be \$1,699.05. This represents a cost of 3% of the total sanitary sewer estimated cost which is \$56,635.

Please advise if you need additional information.

Sincerely yours,

FOR Robert E. Sarver, P.E.
Director

RS/st
cc: Lou Graham, VDH&T
bc: Ellett & Roberts
Corde
File

ORDINANCE OR RESOLUTION SUMMARY
CITY OF RICHMOND, VIRGINIA

Resolution Ordinance No. 87-45	Subject
Requested by City Manager	Agreement to adjust Sanitary Sewer Facilities on the
Received City Manager's Office ---	Proposed "Parham-Chippenham Connector".
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 the construction encompassed in the Parham-Chippenham Connector project.

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 CITY), and the COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION (hereinafter called the STATE), acting by its Commissioner:

W I T N E S S E T H

WHEREAS, the STATE is proposing to construct a section of highway designated as Route 150, Project 0150-127-103, C502, B602, which will necessitate changes in the CITY'S sanitary sewer facilities: and,

WHEREAS, the STATE and CITY 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 CITY to have the adjustment of 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 CITY'S sanitary sewer facilities in accordance with attached plans and the STATE'S Road and Bridge Specifications; said plans being identified as plan sheets 16(1), 16(2), 16(4), 16(5), 16(6), 16(7), 16(13), 16(17), 16(18), 16(20), 16(25), 21(1), 21(2), 21(3), 21(4), 21(5), 21(6), 21(7), 21(8), 21(9), 21(10), 21(11), and 21(12) of the STATE'S construction plans for Project 0150-127-103, C502, B602.

SECTION II

It has been determined that the project is responsible for bearing 100% of the cost of the sanitary sewer adjustments indicated in SECTION I (b).

(b) The sanitary sewer facilities of the CITY erected under such a permit shall be and remain the property of the CITY, no charge shall at any time be made for the use of the STATE right of way occupied by the CITY, or for the privilege of constructing, maintaining and operating said sanitary sewer facilities. Any construction or maintenance operations to be performed by the CITY within the STATE right of way must have prior approval of the STATE. When emergency conditions require immediate maintenance operations by the CITY, such operations may be performed without advance notice to the STATE. The CITY will, to the best of its ability, perform all operations within the STATE right of way in a manner which will reduce to a minimum interference to the flow of traffic and disturbance of the roadways, and which will provide a maximum of safety to traffic and to the CITY'S forces.

(c) In the event the STATE should request at any time hereafter that the sanitary sewer facilities as adjusted onto STATE right of way at STATE expense be again adjusted when they are on STATE right of way, the STATE will pay the CITY the applicable costs incurred by the CITY, including the cost of securing any necessary easements.

(d) In the event the STATE should request at any time hereafter that the facilities which were not adjusted, hereunder, but for which the CITY'S rights of way were relinquished, be adjusted, the STATE will pay the CITY the applicable costs incurred by the CITY, including the cost of securing any necessary easements.

SECTION IV

(a) The CITY 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 \$1,699.05 as outlined in the attached letter dated December 16, 1986, from Mr. Robert E. Sarver, P.E., Director, Department of Public Works and will be borne as indicated in SECTION II of this agreement. The CITY 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 CITY, the records pertaining to the adjustment and accounting, therefor will be available for inspection by authorized representatives of the STATE and the Federal Highway Administration.

(b) The CITY 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