

INTRODUCED: July 24, 2023

AN ORDINANCE No. 2023-240

To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to execute a Maintenance Agreement for N. 7th Street Pedestrian Bridge Crossing I-95 between the City of Richmond, the Virginia Commonwealth University Health System Authority, and the Virginia Department of Transportation to set forth the responsibilities of the parties for the inspection and maintenance of a proposed North 7th Street pedestrian bridge over I-95.

Patron – Mayor Stoney

Approved as to form and legality
by the City Attorney

PUBLIC HEARING: SEPT 25 2023 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 Maintenance Agreement for N. 7th Street Pedestrian Bridge Crossing I-95 between the City of Richmond, the Virginia Commonwealth University Health System Authority, and the Virginia Department of Transportation to set forth the responsibilities of the parties for the inspection and maintenance of a proposed North 7th Street pedestrian bridge over I-95. The Maintenance Agreement for N. 7th Street Pedestrian Bridge

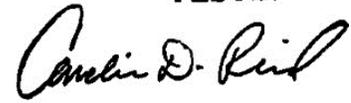
AYES: 9 NOES: 0 ABSTAIN: _____

ADOPTED: SEP 25 2023 REJECTED: _____ STRICKEN: _____

Crossing I-95 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 "Carlin D. Reed". The signature is written in a cursive style with a large initial "C".

City Clerk



City of Richmond

900 East Broad Street
2nd Floor of City Hall
Richmond, VA 23219
www.rva.gov

Master

File Number: Admin-2023-0648

File ID: Admin-2023-0648

Type: Request for Ordinance or Resolution

Status: Regular Agenda

Version: 1

Reference:

In Control: City Clerk Waiting Room

Department:

Cost:

File Created: 06/08/2023

Subject:

Final Action:

Title:

Internal Notes:

Code Sections:

Agenda Date: 07/24/2023

Indexes:

Agenda Number:

Patron(s):

Enactment Date:

Attachments: Admin-2023-0648-7th_STREET_PED_BRIDGE_AGREEMENT_FINAL

Enactment Number:

Contact:

Introduction Date:

Drafter: Joseph.DavenportJr@rva.gov

Effective Date:

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	6/9/2023	M.S. Khara	Approve	6/12/2023
1	2	6/9/2023	Joseph Davenport - FYI	Notified - FYI	
1	3	6/9/2023	Bobby Vincent	Approve	6/13/2023
1	4	6/9/2023	Joseph Davenport - FYI	Notified - FYI	
1	5	6/9/2023	Robert Steidel	Approve	6/13/2023
1	6	6/9/2023	Joseph Davenport - FYI	Notified - FYI	
1	7	7/7/2023	Lincoln Saunders	Approve	6/20/2023
1	8	7/7/2023	Joseph Davenport - FYI	Notified - FYI	
1	9	7/19/2023	Mayor Stoney	Approve	7/25/2023
1	10	7/19/2023	Joseph Davenport - FYI	Notified - FYI	

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File Admin-2023-0648

City of Richmond

Intracity Correspondence

O&R REQUEST

DATE: June 5, 2023 **EDITION:** 1

TO: The Honorable Members of City Council

THROUGH: The Honorable Levar M. Stoney, Mayor

THROUGH: J.E. Lincoln Saunders, Chief Administrative Officer

THROUGH: Robert Steidel, Deputy Chief Administrative Officer

THROUGH: Bobby Vincent Jr., Director
Department of Public Works

THROUGH: M.S. Khara, P.E., City Engineer
Department of Public Works

FROM: Joseph Davenport, P.E., Right-of-Way Manager
Department of Public Works

RE: MAINTENANCE AGREEMENT BETWEEN CITY OF RICHMOND,
VIRGINIA DEPARTMENT OF TRANSPORTATION AND VIRGINIA
COMMONWEALTH UNIVERSITY HEALTH SYSTEM FOR THE NEW N.
7TH STREET PEDESTRIAN BRIDGE OVER I-95

ORD. OR RES. No.

PURPOSE: To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to execute a Maintenance Agreement between the City of Richmond (City), the Virginia Department of Transportation (VDOT) and Virginia Commonwealth University Health System (VCUHS) for the new N. 7th Street Pedestrian Bridge over I-95.

REASON: A new pedestrian bridge is being constructed within VDOT right-of-way to separate pedestrians and bicyclists from N. 7th Street southbound vehicular traffic and to facilitate pedestrian and bicycle access over I-95.

RECOMMENDATION: The Department of Public Works offers no objections to the execution of the proposed maintenance agreement.

BACKGROUND: Virginia Commonwealth University Health System (VCUHS) was the owner and operator of the I Lot Parking Facility, a 444-space surface parking lot and helipad located immediately north of I-95 on N. 7th Street. VCUHS has recently constructed on the site a new structured parking deck containing 1,361 spaces. The main driveway for the I Lot parking deck is located opposite the existing I-95/I-64 ramp terminus with N. 7th Street. Due to the driveway location, a detailed operational and safety analysis report (OSAR) was required by VDOT.

A number of alternative intersection control and circulation patterns were evaluated as part of the OSAR. The alternative supported by the Department (preferred alternative) encompassed a traditional traffic signal, with the caveat that an additional travel lane be provided for northbound traffic on N. 7th Street to offset the delay introduced by the traffic signal and maintain acceptable operations during the PM peak period.

Providing an additional vehicle travel lane within the constrained width of the N. 7th Street VDOT Bridge over I-95 necessitated the elimination of the existing sidewalk on the western (southbound) side of N. 7th Street. Replacing the sidewalk is a new pedestrian bridge carrying a new shared-use path suitable for use by both pedestrians and bicyclists.

VCUHS is responsible for the entirety of the capital cost of constructing the new N. 7th Street pedestrian bridge and approaches. VDOT will assume ownership, maintenance and inspection responsibility for the pedestrian bridge as it is within the limited access right-of-way of I-95. The City shall assume maintenance responsibility of the pedestrian bridge approaches and the shared use path spanning the pedestrian bridge as it replaces the former N. 7th Street sidewalk and primarily serves the residents of the City in traversing I-95.

FISCAL IMPACT/COST: City was previously responsible for maintenance of the sidewalk on the N. 7th Street Bridge spanning I-95 which is being replaced by the shared-use path.

FISCAL IMPLICATIONS: None.

BUDGET AMENDMENT NECESSARY: No amendment necessary at this time.

REVENUE TO CITY: None.

DESIRED EFFECTIVE DATE: Upon adoption.

REQUESTED INTRODUCTION DATE: July 24, 2023

CITY COUNCIL PUBLIC HEARING DATE: September 25, 2023

REQUESTED AGENDA: Consent Agenda.

RECOMMENDED COUNCIL COMMITTEE: Land Use, Housing and Transportation.

CONSIDERATION BY OTHER GOVERNMENTAL ENTITIES: None.

AFFECTED AGENCIES: Public Works; City Attorney's Office; Planning and Development Review; Economic and Community Development; Assessor; Finance; Fire Department; Police Department, Mayor's Office, CAO's Office

RELATIONSHIP TO EXISTING ORD. OR RES.: None.

REQUIRED CHANGES TO WORK PROGRAM(S): None; maintenance of the new shared-use path replaces prior maintenance responsibility for the N 7th St Bridge sidewalk.

ATTACHMENTS: Maintenance Agreement for the N. 7th St Pedestrian Bridge Crossing I-95

STAFF:

Prepared for Bobby Vincent Jr., Director, DPW

Prepared by Joseph Davenport, ROW Manager, DPW

Department of Public Works / 646-0435

Maintenance Agreement for N. 7th Street Pedestrian Bridge Crossing I-95

AGREEMENT FOR THE INSPECTION AND MAINTENANCE OF THE PEDESTRIAN BRIDGE N. 7th Street Pedestrian Bridge - City of Richmond, VA

THIS AGREEMENT FOR INSPECTION AND MAINTENANCE of the N. 7th Street Pedestrian Bridge in the City of Richmond, is made as of the date last signed below by and between the City of Richmond (hereinafter "City"), the Virginia Commonwealth University Health System Authority (hereinafter "VCUHS"), and the Commonwealth of Virginia Department of Transportation (hereinafter "Department" or "VDOT");

WHEREAS, VCUHS, with City and Department approval, will design and construct, or has designed and constructed a pedestrian bridge, bridge approaches and shared use path (the "Pedestrian Bridge" or "Structure") located in the City of Richmond crossing over I-95; and

WHEREAS, VCUHS is in the process of designing and constructing the Pedestrian Bridge as part of VCUHS's 7th Street "I-Lot" Parking Deck construction project. The Pedestrian Bridge runs parallel with the VDOT N. 7th Street Bridge over I-95. The Pedestrian Bridge is consistent with the City of Richmond's Bicycle, Trails & Pedestrian Plan. The Pedestrian Bridge is located over I-95 and located approximately 5' to the north of the VDOT N. 7th Street Bridge; and

WHEREAS, the Pedestrian Bridge will carry a shared-use path that will allow pedestrians and bicycles to travel in each direction; and

WHEREAS, the costs associated with periodic safety inspections, maintenance, and repair of such structures, including ultimate closure or removal, are deemed appropriately sustained by the community that they are intended to serve; and

WHEREAS, applicable laws and regulations, including the National Bridge Inspection Standards ("NBIS") promulgated by the Federal Highway Administration ("FHWA"), require that uniquely qualified personnel perform periodic safety inspections of roadway structures to ensure their structural integrity and the safety of those using the structures ("Bridge Safety Inspection"); and

WHEREAS, VCUHS has agreed to provide VDOT a one-time payment in the amount of \$50,000.00 to offset the Bridge Safety Inspection costs that will be incurred over the first 20-years of inspection of the Pedestrian Bridge.

NOW, THEREFORE, in consideration of the aforesaid recitals, the covenants contained herein, and the Department's responsibility to inspect, maintain, and operate the State Highway System and the structures over the Interstate system in the City of Richmond, the parties agree as follows:

- I. VCUHS agrees:
 - A. To provide the Department and the City each with one set of the approved Pedestrian Bridge plans for construction, signed and sealed by the Engineer of Record, who shall be a competent, licensed professional engineer in the Commonwealth of Virginia, and one complete set of the specifications. In addition to the "hard-copy", one electronic set of the approved plans and specifications shall be provided in PDF format.

- B. To provide the Department with approved shop drawings for fabrication and construction, reviewed and approved by the Engineer of Record, who shall be a competent, licensed professional engineer in the Commonwealth of Virginia and in responsible charge of construction of the bridge structure and accessory elements, for a period of five (5) business days, in advance of distribution of the approved shop drawings for fabrication and construction.
- C. To perform construction administration and materials quality assurance in accordance with the requirements for Local Public Agencies (LPAs) defined in Part 2, Chapter 13 of the Locally Administered Projects (LAP) Manual, updated March 1, 2016.
- D. To comply with any additional construction requirements reasonably requested by the Department in writing, based on its review of the plans, specifications, and drawings provided in accordance with this Agreement, that the Department deems reasonably necessary for the safety of the public or for the operation of I-95 or for the ability of the Department to provide for maintenance of I-95 and the N. 7th Street Bridge and/or Pedestrian Bridge structure.
- E. To notify the Department and the City in writing at least thirty (30) days in advance of the completion of construction of the Pedestrian Bridge; and to have qualified bridge inspection personnel available at the site to conduct the initial inventory inspection of the Pedestrian Bridge. VCUHS will comply with any written instructions or requirements requested by such bridge inspection personnel upon performing such inspection as is required to bring the structure into compliance with all applicable laws, regulations and safety codes.
- F. To provide the Department and the City, after construction has been completed and prior to acceptance by the Department and the City, one complete set of the as-built drawings in electronic PDF format and one complete set of the specifications, and construction inspection records certified to the Department by a competent, licensed professional engineer in the Commonwealth of Virginia, attesting to the proper construction of all of the facilities, including:
 - 1. The as-designed load rating performed by a competent, licensed professional engineer in the Commonwealth of Virginia in accordance with Department IIM-S&B-86 and AASHTO Manual for Bridge Evaluation (MBE).
 - 2. The as-built load rating performed by a competent, licensed professional engineer in the Commonwealth of Virginia in accordance with Department IIM-S&B-86 and AASHTO Manual for Bridge Evaluation (MBE).
- G. To provide certification to the City that the Pedestrian Bridge, approaches and shared use path are all fully ADA compliant at the time of construction completion.
- H. To provide VDOT a one-time payment, prior to VDOT acceptance of the Pedestrian Bridge for maintenance, in the amount of \$50,000.00 to offset the Bridge Safety Inspection costs incurred over the first 20-years of inspection of the Pedestrian Bridge.
- I. To grant a pedestrian access easement to the City encompassing such portions of the Pedestrian Bridge that are located on VCUHS "I Lot" property; the form of the Deed of Easement to be approved by the City Attorney and VCUHS; and, the Deed of Easement to be recorded prior to City acceptance of the approaches and shared use path

- J. To perform all snow removal operations on the bridge approaches, sidewalks, shared use path, and the Pedestrian Bridge, from E Duval St through and including the sidewalk/shared-use path fronting the "I Lot" parking facility. Snow removal shall be performed in a manner that takes reasonable precaution not to drop material amounts of snow onto the interstate beneath the bridge or deposit snow into the vehicle travel lanes of N. 7th Street.
 - K. To comply with the responsibilities outlined in Exhibit A.
- II. The City agrees:
- A. To operate and maintain all pedestrian activities on the structure or across VDOT operated right of way, in compliance with all requirements of the *American's with Disabilities Act* and any other state and federal law, and to make no claim for financial assistance from VDOT or VCUHS for the operation of the pedestrian facilities.
 - B. To operate and maintain, at its sole cost, all drainage items, all approaches up to the pedestrian bridge, all regulatory and wayfinding signage as described in Exhibit A.
 - C. To not fasten or attach to the structure any pedestrian facility component (including but not limited to: signs, lighting fixtures, and banners), except (a) by pre-approved attachments to anchor systems installed by the prefabricator or (b) as otherwise approved by the Department in its review of the construction plans. Neither additional attachments to the structure nor any painting of the structure's surfaces may be made without approval of the Department's Structure and Bridge office. All such work shall be done in accordance with an additional Land Use Permit.
 - D. To carry insurance against liability for personal injury and property damage, or ensure authorized contractor has such insurance, that may arise from the work performed under permit and/or from the operation of permitted activity, up to one million dollars (\$1,000,000) for each occurrence to protect the Department's and VCUHS's agents or employees and one-hundred thousand dollars (\$100,000) for each occurrence to protect the Department, VCUHS, or the Commonwealth in the event of a suit. The City may satisfy this requirement through any self-insurance program in which it participates.
 - E. To timely perform all inspection and maintenance of the approaches to the structure.
 - F. To the extent permitted by the laws of the Commonwealth of Virginia and without waiving any rights to sovereign immunity, not to seek indemnification or contribution from the Department for any claims or damages arising from improper maintenance or operation of the pedestrian facility by the City.
 - G. To comply with the responsibilities outlined in Exhibit A.

- III. The Department agrees:
- A. To coordinate its activities with the City to avoid interfering with the City's activities, events, or use of pedestrian facilities on the structure.
 - B. To not restrict pedestrian movement on the shared use path within its right of way without cause.
 - C. To inspect and maintain, at its sole cost, less the defrayed inspection costs that VCUHS has paid for in full directly to VDOT, the Pedestrian Bridge and Retaining Wall(s), as described in Exhibit A.
 - D. That the structure shall be inventoried and inspected in accordance with the Department's IIM policy guidance as a bridge and the level of the inventory and inspection shall be in accordance with the Department's policy guidelines provided in the most recently approved versions of the following standards:
 - *The AASHTO Manual for Bridge Evaluation (MBE);*
 - *VDOT IIM-S&B-27.X Bridge Safety Inspections;*
 - *VDOT IIM-S&B-86.X Load Rating and Posting of Structures (Bridges and Culverts).*
 - E. That the Department, in its sole discretion, may perform an inspection of the structure at any time and perform any maintenance it deems necessary for the timely preservation of the structure or for public safety.
 - F. To comply with the responsibilities outlined in Exhibit A.
- IV. All parties further acknowledge that:
- A. The Department in its sole discretion may close the road below the structure or the structure as the Commissioner of Highways or his agent deems necessary for the safety of the public or for the proper completion of work. However, the Department will coordinate its activities with the City to avoid interference with the City's activities, events, and use of the pedestrian facility on the structure.
 - B. This Agreement does not relieve the parties hereto of their rights and obligations pursuant to any applicable federal or state laws or regulations.
 - C. While this Agreement is not intended to relieve the parties hereto for any liability to each other for the parties' actions under this Agreement for which the parties may be subject under the law, nothing in this Agreement is intended to limit or waive either party's rights to assert sovereign immunity or any other potential defenses as a defense to any action against that party arising from this Agreement.
 - D. Nothing in this Agreement shall obligate the parties hereto to expend or provide any funds except those as shall have been included in an annual or other lawful appropriation for the purposes herein.

[SIGNATURES ON THE FOLLOWING PAGE.]

Exhibit A

This exhibit describes the various elements of the N. 7th Street Pedestrian Bridge for which VCU, City of Richmond, and VDOT are responsible to design, construct, operate, inspect and maintain.

VCU, City of Richmond, and VDOT Responsibilities for N. 7th Street Pedestrian Bridge Elements

Item	Description/Details	VCU	City of Richmond	VDOT
Pedestrian Bridge and Retaining Wall	Safety Inspection and Maintenance of structural elements	Not Responsible	Not Responsible	Fully Responsible
Drainage Items	Maintenance	Not Responsible	Fully Responsible	Not Responsible
Pedestrian Bridge surface (shared-use path)	Maintenance	Not Responsible	Fully Responsible	Not Responsible
Approaches to Pedestrian Bridge and shared-use path	Maintenance	Not Responsible	Fully Responsible	Not Responsible
Shared-Use Path Regulatory Signing	Design, Installation, Upkeep, Repair, Replacement	Not Responsible	Fully Responsible	Not Responsible
Shared-Use Path Wayfinding Signing	Design, Installation, Upkeep, Repair, Replacement	Not Responsible	Fully Responsible	Not Responsible
Approaches to Pedestrian Bridge and shared-use path	Snow Removal and Maintenance of landscaping	Fully Responsible	Not Responsible	Not Responsible

