AN ORDINANCE No. 2023-054

To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to execute an Agreement between City of Richmond and Commonwealth of Virginia, Department of Transportation for Adjustment of Water and Sanitary Sewer Facilities, for the purpose of setting forth the water and sanitary sewer facilities adjustments associated with improvements to the intersection located at U.S. Route 1 and Hopkins Road.

Patrons – Mayor Stoney and Ms. Robertson

Approved as to form and legality by the City Attorney

PUBLIC HEARING: FEB 27 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 an Agreement between City of Richmond and Commonwealth of Virginia, Department of Transportation for Adjustment of Water and Sanitary Sewer Facilities, for the purpose of setting forth the water and sanitary sewer facilities adjustments associated with improvements to the intersection located at U.S. Route 1 and Hopkins Road. The Agreement between City of Richmond and Commonwealth of Virginia, Department of Transportation for Adjustment of Water and Sanitary Sewer Facilities shall be approved as to form

AYES:

9 NOES:

0 ABSTAIN:

ADOPTED: FEB 27 2023 REJECTED: STRICKEN:

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:

Camelia D. Ril

City Clerk

12/12/22



City of Richmond Intracity Correspondence

O&R REQUEST

DATE:

November 28, 2022

EDITION:

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TO:

The Honorable Members of City Council

THROUGH: The Honorable Levar M. Stoney, Mayor

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

THROUGH: Robert C. Steidel, Deputy Chief Administrative Officer, Operations

THROUGH: April N. Bingham, Director, Department of Public Utilities 12/0/22

FROM: Jonathan M. Cosby, Interim Engineering Manager, Department of Public Utilities

RE: City of Richmond - Virginia Department of Transportation Adjustment of Water

and Sanitary Sewer Facilities Agreement

ORD. OR RES. No.

PURPOSE: To authorize the Chief Administrative Officer to execute an agreement with the Virginia Department of Transportation ("VDOT") concerning water and sewer utility improvements associated with a project to improve the Route 1 & Hopkins Road intersection.

REASON: VDOT is proposing to construct a section of highway designated as the Route 1 Jefferson Davis Highway, Project: 0001-127-108, C-501 (UPC#15955). This project will require changes in the City's water and sanitary sewer facilities. VDOT, through its contractor, will relocate and adjust the City's water and sanitary sewer facilities according to plans attached to the Agreement. The City needs to execute the Agreement in order to enable VDOT to make these changes.

RECOMMENDATION: Approval of the Agreement.

BACKGROUND: As part of the Route 1 Jefferson Davis Highway project, existing water and sewer facilities impacted by the proposed roadway project must be adjusted to accommodate the proposed roadway improvements. Additionally, betterment will be performed by VDOT's contactor to replace existing aging cast-iron water mains.

Page 2 of 2

FISCAL IMPACT / COST: The City is responsible to pay the actual cost of the utility betterment work plus 10% for construction oversight. The actual cost of the utility betterment work is calculated as follows: The City shall pay 96.6% of the cost of the water adjustments and 10% for construction oversight. The City shall pay 0% of the cost of the sanitary sewer adjustments. The estimated betterment portion is \$1,916,995.00, and the construction oversight portion is \$191,699.50 for a total of \$2,108,694.50 which is funded in the FY23 Water Utility Capital Improvement budget.

FISCAL IMPLICATIONS: Performing the betterment work as part of the VDOT project will reduce the overall project cost to the Water Utility as well as the impact to the surrounding area.

BUDGET AMENDMENT NECESSARY: N/A.

REVENUE TO CITY: N/A.

DESIRED EFFECTIVE DATE: Upon adoption.

REQUESTED INTRODUCTION DATE: January 9, 2022.

CITY COUNCIL PUBLIC HEARING DATE: January 23, 2023.

REQUESTED AGENDA: Consent.

RECOMMENDED COUNCIL COMMITTEE: Land Use, Housing, and Transportation; Government Operations.

CONSIDERATION BY OTHER GOVERNMENTAL ENTITIES: N/A.

AFFECTED AGENCIES: Department of Public Utilities.

RELATIONSHIP TO EXISTING ORD. OR RES.: N/A.

REQUIRED CHANGES TO WORK PROGRAM(S): N/A.

ATTACHMENTS: City of Richmond – Virginia Department of Transportation Adjustment of Water and Sanitary Sewer Facilities Agreement.

STAFF: Jonathan Cosby, Interim Engineering Manager, Department of Public Utilities, 804-646-7849.

AGREEMENT between CITY OF RICHMOND

and

COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION for ADJUSTMENT OF WATER and SANITARY SEWER FACILITIES

THIS AGREEMENT, made and entered into as of the _____ day of _____, 20__, by and between the CITY OF RICHMOND (hereinafter called MUNICIPALITY), and the COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION, (hereinafter called the STATE), acting by its Commissioner;

WITNESSETH

WHEREAS, the STATE is proposing to construct a section of highway designated as, Route I Jefferson Davis Highway, Project: 0001-127-108, C-501 (UPC#15955), which will necessitate changes in the MUNICIPALITY'S water and sanitary sewer facilities: and,

WHEREAS, the MUNICIPALITY appropriated funds for its costs described in SECTION II of this Agreement in the City of Richmond, Virginia, Fiscal Year 2023 Water Utility Capital Budget;

WHEREAS, the STATE and 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 the adjustment of the water and 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 water and sanitary sewer facilities in accordance with attached plans and the STATE'S Road and Bridge Specifications; said plans being identified as Sixteen (16) one-half size plans sheets numbered 10(1) through 10(15) of the STATE'S construction plans for Project: 0001- 127-108, C-501, as attached.

SECTION II

- (a) It has been determined that the project is responsible for bearing 3.4% of the cost of the water adjustments indicated in SECTION I(b).
- (b) It has been determined that the MUNICIPALITY is responsible for bearing 96.6% of the project cost of the water adjustments.
- (c) 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).
- (d) It has been determined that the MUNICIPALITY is responsible for bearing 0.0% of the project cost of the sanitary sewer adjustments.
- (e) Appendix A attached to this Agreement is hereby incorporated into this Agreement.

SECTION III

In the event, at any time hereafter that the water and 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 IV

The MUNICIPALITY agrees that the existing facilities, which are to be abandoned, will become the property of the STATE's highway contractor with exceptions as noted in the attached plans. 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 written.

SECTION V

Nothing in this Agreement shall obligate the parties hereto to expend or provide any funds in excess of funds agreed upon in this Agreement or as shall have been included in an annual or other lawful appropriation.

SIGNATURES

In the presence of:	CITY OF RICHMOND
As to the City of Dishmond	By:
As to the City of Richmond	Title:
In the presence of:	COMMONWEALTH OF VIRGINIA
•	DEPARTMENT OF
	TRANSPORTATION
	By:
As to the Commonwealth	State Right of Way & Utilities Director

APPROVED AS TO FORM

Assistant City Attorney

Appendix A

This Appendix A is a part of the agreement for utility adjustment work for Project <u>0001-127-108</u>. <u>C-501</u>, UPC#<u>I5955</u>, dated <u>, 20</u> between the <u>CITY OF RICHMOND and the COMMOWEALTH OF VIRIGINA, DEPARTMENT OF TRANSPORTATION</u>.

The parties further agree that the cost of utility betterment work will be paid by the MUNICIPALITY to the STATE based on the actual cost plus 10% for construction oversight. The actual cost shall be determined by:

• The pro-rated percentage of <u>96.6%</u> representing the MUNICIPALITY'S portion of additional water installation applied to the unit bid prices received for the contract award by the STATE plus <u>10%</u> for construction oversight. The estimated betterment portion is <u>\$1,916,995.00</u> and construction oversight is <u>\$191,699.50</u> for a total of <u>\$2,108,694.50</u>.

Payment by MUNICIPALITY to the STATE shall be promptly made in accordance with the following schedule:

 Lump Sum payments of the estimated cost in the amount described above with reconciliation between estimated and actual cost upon completion of the project.
 Payment shall be due within 30 days upon execution of this agreement by all parties.

Whenever the MUNICIPALITY'S payment is backed on unit bid process a final cost will be determined based upon the actual quantities of each unit paid to the contractor by the STATE. The STATE will provide the MUNICIPALITY with the final unit quantities and final cost with its final bill to the Utility. The cost of construction oversight will be applied as described above.

In the event the betterment work requires a construction change order during the life of the contract this reimbursement and payment plan shall be adjusted to reflect the change in costs.

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STAINESS NET IF THE LOCA H. LF. & OLINNER WAR 1EA- & BRANCH RETER 1EA- & SELVE 037 107.37 TEA- AGUST ERST. VALVE BOT THIS SHEET FOR UTILITY ADUSTINENT/RELOCATION ONLY 000+127-108, P.E-101, FW-201, C-501 801-121-1000 A DESIGN FEATURES RELATED TO CONSTRUCTION ON TO REGIONALIZED WAND CONTING, OF TAMESE, HAVE HE SEARCH TO COMMON AND OUTSHID MECESSARE BY THE ORPHOSTHEM STA 406-91, 9.11 FT.
18.4 - SATURACH ACTER BITS & TING.
41.5. - CHATER STRAKE LING.
SEE AUTE - LINS SHEET. 2. CONTRACTOR SHALL INSTALL RELEASED BATER
SEARCES AT LEAST AT BELLOW PROPOSED EXCAUSION
FOR UPSUTABLE MATERIAL
SCALE 1 MAY. ķ XAC STARBARAL MITTER BOX & TONE
15.6. SUPPRINTE MITTER BOX B TONE
29 LF. - PUNER STANCE LINE
SEE NOTE LINES SHEET. I. ALL O'RATER NAM TO BE ABMICUED UNDER PROJECT OR CAMERO OR CAMERO WAY FLORAGE BACKFILL. 5/20/20 William To the state of the sta STANDON SALM 1EA-SALMAZEN METER BOX & YOUE ZO LET, PONTEN SENACE LINE SEZ MORE & THIS SACET. 2022 07.13 09 22 42 OA100 WARNING A A AND A A AND A AN Ted) MARTA JERNA IM AB LF. FWATER SERVICE LINE I EA - ADAST EITST, WATER METER BOIL الم الم ACTES b 7 STATES SEP IN TEA-SCOUNTER MITTER BOX & TOKE ALLS. FOLTER SERVES LINE SEE MITTE E INS SPECT. 3,3 TEA. FAM RELEASE VAINE & MANNINE SEE OF MANNINE SEE DET MES, SHELT PA. ADJUST TO FINE FINENCE GRADE. -TEA - ADAIST ETST, FRAME & COVER-- 1/1/2 SE PROFE DESPET AND STADMENTA METER BOX & TONE
28 LE. PRINTER SERVE LINE
SEE NOTE LIVES SHEET. ASS CY. FLOWARE BACKFALL ABANCH ENST, OF BACKFALL SEE ACTE LITHS SPEET. STA OUSE BANT & BOT SEE MOTEE BY, SEET 7. E/0 ------SEE PROVIE WAS SHEET ?. 1EA-10 CAP OR PURE STARREG, DUM. March Charles All Sold of the Control of the Charles of the Control of the Charles of the Charle Control of the state of the sta Copyed Capping Enst. in earth IEA-BOW OF PUE 966 . OUT 515 2 50 ton princed TOET -ING.vrt PLOS -ING.vrt 3+.81 -ING.vrt And the mounts for the Royally SCR forward (De min and the mounts for the mounts for the mounts for the second sec Begi Projest CCM ... 1738 Coast Payle 17 A STA SPEC, 21.5 PT SEND LIEU 3 CUT, CAP, ARADOT EMST. SPRINGER MAN & ABANDER AS SOOM. IEA O SED SLEDE STA ARRY, 34.7 IT ITEE LOCAL INC.

EA. AF CHIEF VANTE & SON INC.

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