

RESOLUTION NO. 12877-16

A RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE AND THE CITY CLERK TO ATTEST, ON BEHALF OF THE CITY OF NEWPORT NEWS, VIRGINIA, THAT CERTAIN (1) AGREEMENT FOR COST SHARING BY AND BETWEEN THE CITY OF NEWPORT NEWS, VIRGINIA, AND HAMPTON ROADS SANITATION DISTRICT (HRSD) FOR THE WARWICK BOULEVARD TO JAMES RIVER INFLUENT FORCE MAIN SECTION 2 (JR-010820) AND (2) AGREEMENT FOR COST SHARING BY AND BETWEEN THE CITY OF NEWPORT NEWS, VIRGINIA, AND HAMPTON ROADS SANITATION DISTRICT (HRSD) FOR THE WARWICK BOULEVARD TO JAMES RIVER INTERCEPTOR FORCE MAIN SECTION 2 (JR-010802).

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Newport News:

1. That it hereby authorizes and directs the City Manager to execute and the City Clerk to attest, on behalf of the City of Newport News, Virginia, that certain (1) Agreement for Cost Sharing by and between the City of Newport News, Virginia, and Hampton Roads Sanitation District (HRSD) for the Warwick Boulevard to James River Influent Force Main Section 2 (JR-010820) and (2) Agreement for Cost Sharing by and between the City of Newport News, Virginia, and Hampton Roads Sanitation District (HRSD) for the Warwick Boulevard to James River Interceptor Force Main Section 2 (JR-010802).

2. That copies of the said Agreements are attached hereto and made a part hereof.

PASSED BY THE COUNCIL OF THE CITY OF NEWPORT NEWS ON JANUARY 12, 2016

Mabel Washington Jenkins, MMC
City Clerk

McKinley L. Price, DDS
Mayor

A true copy, teste:

City Clerk

AGREEMENT FOR COST SHARING
OF THE
HAMPTON ROADS SANITATION DISTRICT
WARWICK BOULEVARD TO JAMES RIVER INFLUENT FORCE MAIN
SECTION 2 (JR-010820)
AND
CITY OF NEWPORT NEWS

THIS AGREEMENT FOR COST SHARING (the "Agreement"), between the CITY OF NEWPORT NEWS ("CITY") and the HAMPTON ROADS SANITATION DISTRICT ("HRSD"), is entered into this ____ day of _____, 201__ (the "Effective Date").

RECITALS

R:1. HRSD is constructing its Warwick Boulevard to James River Influent Force Main Section 2 Project as shown on **Exhibit 1** (the "HRSD Facilities"); and

R:2. CITY is constructing its own road improvements in the same project area as shown on **Exhibit 2a, 2b, 2c, 2d, and 2e** (the "CITY Facilities") as part of the City of Newport News Capital Improvement Program; and

R:3. The construction of the HRSD Facilities and the CITY Facilities (collectively referred to as the "Improvements") will necessitate the replacement of the existing traffic detection system with a video detection system at the intersection of Menchville Road and Boxley Boulevard, in addition to asphalt milling and paving along Boxley Boulevard; and

R:4. HRSD and the CITY agree that it is in the best interest of the parties to have the Improvements constructed together; and

R:5. HRSD agrees to include the design and construction of the CITY Facilities in the design and construction of the HRSD Facilities, in accordance with the approved Final Plans and Specifications as defined in Section I.A.2. herein; and

R:6. CITY agrees to acquire and install a new a video traffic detection system in accordance with CITY codes, regulations, and specifications; and

R:7. HRSD agrees to reimburse CITY for that portion of the costs of construction of the CITY Facilities attributable to the new video traffic detection system under the terms and conditions set forth herein; and

R:8. CITY agrees to reimburse HRSD for that portion of the costs of construction of the CITY Facilities attributable to the asphalt milling and paving on Boxley Boulevard under the terms and conditions set forth herein.

TERMS

NOW THEREFORE, in consideration of the above recitals and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

I. DESIGN OF IMPROVEMENTS

A. Plans and Specifications

1. HRSD will employ HDR Incorporated (ENGINEER), to prepare plans and specifications for the HRSD Facilities and the CITY Facilities. A location map of the HRSD Facilities is shown on **Exhibit 1**. A location map of the CITY Facilities is shown on **Exhibit 2a, 2b, 2c, 2d, and 2e**.
2. ENGINEER, along with HRSD and the CITY, will meet to coordinate, review, and mutually approve a set of final construction documents (the "Final Plans and Specifications") for the Improvements.

B. Payment of the Design Costs

1. HRSD will compensate the ENGINEER for all engineering design costs and any amendments related to the HRSD Facilities. HRSD will also compensate the ENGINEER, on the CITY's behalf, for all engineering design costs and any amendments related to the CITY Facilities, and the CITY shall reimburse HRSD for all such payments.
2. The CITY shall reimburse HRSD for the design costs attributable to the CITY Facilities in one lump sum payment due once the design of the Improvements is complete. HRSD shall provide the CITY with an invoice detailing the CITY's share of the design costs. Within thirty (30) days of its receipt of such invoice, the CITY shall reimburse HRSD for the CITY's share of the design costs as detailed in the invoice. Pursuant to HRSD's agreement with ENGINEER, the current estimated design cost for the CITY Facilities is **\$1,000**.

C. Compliance

All design work shall comply with HRSD Standards and Preferences for use in Engineered Construction Projects, latest edition, and the Hampton Roads Planning District Commission Regional Construction Standards, latest edition. Any changes to the Final Plans and Specifications shall be approved by the ENGINEER, HRSD and the CITY.

II. CONSTRUCTION OF IMPROVEMENTS

A. Cost of Construction:

1. The total cost of the Improvements, as more particularly defined by the Final Plans and Specifications, prepared by ENGINEER for HRSD and the CITY (the "Improvements Costs") shall include:
 - a. Cost of construction of the Improvements;
 - b. Cost of advertising for bids;
 - c. Cost of approvals and permits required for the construction of the Improvements;
 - d. Costs for construction contract administration and Inspection;
 - e. Cost of services for the ENGINEER;
 - f. Costs of all temporary or permanent easement and fee simple land acquisitions; and
 - g. Any related miscellaneous essential expenses.
2. The current estimated cost of the construction of the HRSD Facilities is **\$8,000,000**.
3. The current estimated cost of the construction of the CITY Facilities attributable to the video traffic detection system is **\$13,126**.
4. The current estimated cost of the construction of the CITY Facilities attributable to the asphalt milling and paving of Boxley Boulevard is **\$100,000**.

B. Approval of Final Plans and Specifications; Contractors; Change Orders, Construction Administration; Construction Inspections

1. HRSD and the CITY agree that before any construction work is to begin under this Agreement, HRSD and the CITY will jointly review and approve the Final Plans and Specifications. This approval shall be in writing.
2. HRSD shall acquire all necessary plan approvals and property acquisitions related to HRSD Facilities prior to the award of the construction contract.

3. The CITY shall acquire all necessary plan approvals and property acquisitions related to CITY Facilities prior to the award of the construction contract.
4. HRSD and the CITY shall review and agree upon the qualifications prior to bidding the project and confirm that the construction contract is awarded to a firm that meets the stated requirements.
5. Contractors shall be responsible for all necessary permits and approvals necessary for the Improvements.
6. HRSD will review and approve shop drawings related to the HRSD Facilities. CITY will review and approve shop drawings related to the CITY Facilities.
7. HRSD will review and approve scope of work and fee for the construction contract administration and inspections related to the HRSD Facilities. CITY will review and approve scope of work and fee for the construction contract administration and inspections related to the CITY Facilities.
8. Change orders related to the HRSD Facilities will be subject to and require HRSD review and approval. Change orders related to the CITY Facilities will be subject to and require CITY review and approval.

C. Payment of Improvement Costs

1. The Improvements Costs shall be apportioned among the parties as follows:
 - a. HRSD will administer and be responsible for bearing one hundred percent (100%) of the cost of the HRSD Facilities.
 - b. CITY will administer and HRSD will be responsible for bearing one hundred percent (100%) of the cost of the CITY Facilities attributable to the new video traffic detection system.
 - c. HRSD will administer and CITY will be responsible for bearing one hundred percent (100%) of the cost of the CITY Facilities attributable to the asphalt milling and paving on Boxley Boulevard.

d. Costs associated with any change to the initial construction cost ("Change Order") shall be as follows:

- (1) HRSD shall be solely responsible for costs due to a Change Order requested by HRSD; and
- (2) The CITY shall be responsible for costs due to a Change Order requested by the CITY.

2. During the course of construction, HRSD shall compensate the Contractors and other individuals and entities providing materials and/or services related to the Improvements for all for all Improvement Costs, including those for which the CITY is responsible. The CITY shall reimburse HRSD for all such payments made on its behalf. The CITY shall pay its share of the Improvements Costs, attributable to the asphalt milling and paving on Boxley Boulevard, to HRSD in one lump sum payment upon completion of the construction related to the asphalt milling and paving on Boxley Boulevard (as determined by HRSD). HRSD shall provide the CITY with an invoice detailing the CITY's share of the Improvement Costs. Within thirty (30) days of its receipt of such invoice, the CITY shall reimburse HRSD for the CITY's share of the Improvement Costs as detailed in the invoice. HRSD shall reimburse the CITY for all costs attributable to the new video traffic detection system in one lump sum payment. CITY shall provide HRSD with an invoice detailing the Improvement Costs. Within thirty (30) days of its receipt of such invoice, HRSD shall reimburse the CITY for the Improvement Costs attributable to the new video traffic detection system estimated at **\$13,126**.

3. In conjunction with the above, and for additional clarity, it is agreed that the CITY shall also pay its share of the construction administration and construction inspection costs (the "CA and CI Costs") to HRSD in one lump sum payment upon completion of construction (as determined by HRSD). HRSD shall provide the CITY with an invoice detailing the CITY's share of the CA and CI Costs. Within thirty (30) days of its receipt of such invoice, the CITY shall reimburse HRSD for the CITY's share of the CA and CI Costs as detailed in the invoice.

D. Operation and Maintenance of the Improvements during and after Construction

1. HRSD shall be responsible for operation and maintenance of the HRSD Facilities during and after construction.

2. CITY shall be responsible for operation and maintenance of the CITY Facilities during and after construction.
3. HRSD and the CITY agree to cooperate and coordinate for the operations and maintenance of any interconnections between the HRSD Facilities and CITY Facilities.

III. SCHEDULE

- A. The construction is anticipated to begin by **January 2016** and be complete by **December 2017**. If the construction dates listed herein are substantially delayed, either party may terminate this agreement in accordance with Sections VI and XIV.
- B. CITY shall acquire and install the new video traffic detection system in coordination with the project schedule and sequence of construction, as set by HRSD, without causing undue delays to the project.

IV. OBLIGATIONS OF HRSD AND THE CITY

A. Public Hearing or Meeting

HRSD and the CITY will be responsible for holding a public hearing or meeting if required. The CITY will coordinate and reserve the location, and assist HRSD in such public hearing.

B. Bidding of the Improvements

1. HRSD agrees to issue bidding documents for construction of the Improvements. The CITY agrees to provide administrative support during the bidding phase. In particular the CITY shall:
 - a. Attend the preconstruction meeting.
 - b. Provide timely responses to the ENGINEER for any questions, requests for clarification, or addenda during the bidding phase.
 - c. Provide miscellaneous support to HRSD as required during the bidding phase.
2. HRSD will receive bids for construction of the Improvements. All bids received will be reviewed and approved by the CITY and HRSD, in accordance with HRSD's typical procedures for bid review, prior to award of the construction contract. The CITY and HRSD shall negotiate in good faith to resolve financial matters with regards to

bidding the Improvements. The bidding procedure shall be conducted in accordance with the Virginia public Procurement Act and the HRSD Procurement Policy.

C. Administration

HRSD shall provide contract administration of the Improvements. The CITY shall reimburse HRSD for the contract administration costs attributable to the CITY Facilities.

D. Inspection

HRSD shall provide full-time inspection for the Improvements. The CITY shall reimburse HRSD for the inspection costs attributable to the CITY Facilities. The inspector(s) shall have the authority to assure the Improvements are constructed in accordance with the Final Plans and Specifications.

E. Deeds and Easements

1. HRSD shall obtain any and all necessary fee simple deeds and/or deeds of easement needed for the HRSD Facilities.
2. CITY shall obtain any and all necessary fee simple deeds and/or deeds of easements for the CITY Facilities.

F. Correction of Construction Defects in the Improvements

HRSD shall require the Contractors to provide a performance and payment bond for the full amount of the construction of the Improvements. The construction contract shall also provide for a warranty of the Contractor's work against construction defects in the Improvements and shall require the Contractor to correct such defects that are reported by HRSD or the CITY within one (1) year of the final acceptance of the Improvements.

G. Construction Record Drawings

ENGINEER shall provide HRSD and the CITY approved construction record drawings in accordance with HRSD Standards and Preferences for use in Engineered Construction Projects and City's Utility Policy and Design and Construction Standards, latest edition.

V. GOVERNING LAW

This Agreement shall be deemed to be a Virginia contract and shall be governed as to all matters whether of validity, interpretations, obligations, performance or

otherwise exclusively by the laws of the Commonwealth of Virginia, and all questions arising with respect thereto shall be determined in accordance with such laws. Regardless of where actually delivered and accepted, this contract shall be deemed to have been delivered and accepted by the parties in the Commonwealth of Virginia.

VI. TERMINATION

Anything herein or elsewhere to the contrary notwithstanding, this Agreement and the obligations of the parties hereunder may be terminated by the CITY or HRSD in the event that the other party breaches or violates any material provision of this Agreement or fails to perform any material covenant or agreement to be performed by either party under the terms of this Agreement and such breach, violation or failure is not cured within sixty (60) days of the defaulting party's receipt of written notice of such breach from the non-defaulting party; or by mutual agreement of the CITY and HRSD.

VII. NOTICE

Any notice, communication or request under this Agreement shall be provided in writing by either (a) certified mail, return receipt requested, postage prepaid, or (b) a nationally recognized overnight delivery service (next business day service), or (c) hand-delivery, if the receipt of the same is evidenced by the signature of the addressee or authorized agent, and addressed to the following:

For: HRSD

By U.S. Postal Service
General Manager
P. O. Box 5911
Virginia Beach, VA 23471-0911
Telephone: (757) 460-4242

By Overnight Mail:
General Manager
1434 Air Rail Avenue
Virginia Beach, VA 23455

With Copy to:

Conway H. Sheild, III
Jones, Blechman, Woltz and Kelly
701 Town Center Drive, Suite 200
Newport News, VA 23606

For: City of Newport News

James Bourey, City Manager
City of Newport News, Virginia
2400 Washington Avenue
Newport News, VA 23607
Telephone: (757) 727-6392
Facsimile: (757) 926-3505

With Copy to:
City Attorney
2400 Washington Avenue
Ninth Floor City Hall
Newport News, VA 23607

VIII. ASSIGNMENT

No party may assign its rights in this Agreement without the prior written consent of the other party.

IX. AMENDMENT

This Agreement may be amended only by a written instrument duly executed by the parties.

X. SEVERABILITY

If any provision of this Agreement or the application thereof to any circumstance shall be determined to be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall continue to be valid, in effect and enforceable to the fullest extent permitted by law.

XI. DAMAGES

If by omission that constitutes negligence or willful misconduct or failure to abide by engineering standards or failure to abide by the Final Plans and Specifications described herein, the negligent party shall be responsible for the payments for damages to any other party to this Agreement.

XII. INSURANCE

HRSD and the CITY have the right to review and approve insurance coverage in the various insurance categories that HRSD and the CITY deem necessary to be carried by the Contractor or any other parties to this Agreement. Proof of insurance shall be provided at the request of HRSD or the CITY and the insurance coverage shall be maintained during the term of this Agreement.

XIII. TERM OF AGREEMENT

The term of the Agreement will commence on the date the Agreement is entered into and be completed when each party has completely performed its obligations hereunder.

XIV. FORCE MAJEURE

In the event of enforced delay in the performance of such obligations due to unforeseeable causes beyond the control of the CITY or HRSD or the Contractor and without their fault or negligence, including, but not restricted to, acts of God or of the public enemy, acts of the government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargos, and unusually severe weather or delays of subcontractors due to such causes; it being the purpose and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of the parties shall be extended for the period of the enforced delay.

XV. INDEPENDENT CONTRACTOR

If the Contractor(s) hire subcontractors or independent contractors, HRSD and the CITY have the right to approve them by reviewing their requisite experience and knowledge to complete the work assigned.

XVI. SUBCONTRACTOR

If any Contractors or subcontractors are selected by any party to this Agreement for completion of the work contemplated herein, HRSD has the right to approve the same.

XVII. WAIVER

No waiver of the breach of any term or provision of this Agreement shall be construed to be, or shall constitute, a waiver of any other breach of this Agreement. No waiver shall be binding unless in writing and signed by the parties waiving the breach.

The failure of any party to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any or all other remedies. Such rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

XIV. INTEGRATION

This Agreement constitutes the entire understanding among the parties. No provision of this Agreement may be waived, modified or amended except by an instrument signed by the party against whom the enforcement of such waiver,

modification or amendment is sought. No waiver by either party of any failure or refusal by the other party to comply with its obligations hereunder shall be deemed a waiver of any other or subsequent failure or refusal to comply.

IN WITNESS WHEREOF, the Hampton Roads Sanitation District Commission (HRSD) has caused this Agreement to be signed on its behalf by its General Manager in accordance with authorization granted at its regular meeting held on _____, 201__.

HAMPTON ROADS SANITATION DISTRICT

By _____
Edward G. Henifin, P.E. General Manager

COMMONWEALTH OF VIRGINIA,
CITY OF VIRGINIA BEACH, to-wit:

The foregoing agreement was acknowledged before me this _____ day of _____, 201__, by Edward G. Henifin, P.E., General Manager, Hampton Roads Sanitation District.

Notary Public

My commission expires:

Registration No.:

IN WITNESS WHEREOF, the City of Newport News (CITY) has caused this Agreement to be signed by the City Manager on its behalf pursuant to Resolution adopted by the City Council on _____, 201_,

CITY OF NEWPORT NEWS

By _____
James Bourey, City Manager

ATTEST:

City Clerk

COMMONWEALTH OF VIRGINIA,
CITY OF NEWPORT NEWS, to-wit:

The foregoing Agreement was acknowledged before me this _____ day of _____, 201_, by James Bourey, City Manager, City of Newport News, Virginia.

Notary Public

My commission expires: _____

Registration No.:

Approved as to Form and Correctness:

Approved as to Content:

Deputy City Attorney

Director of Utilities

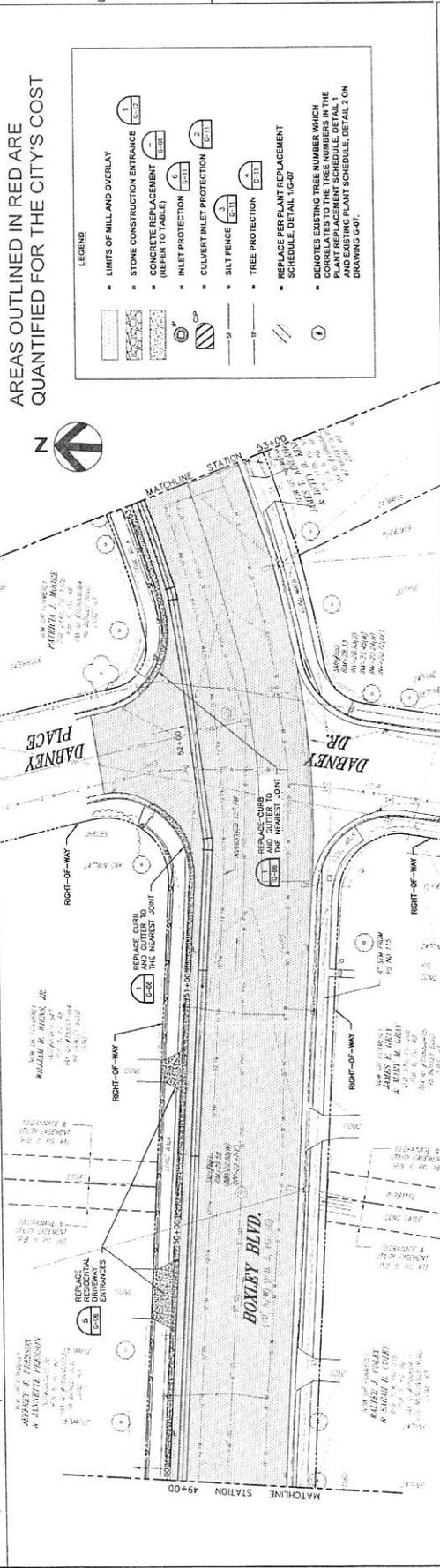
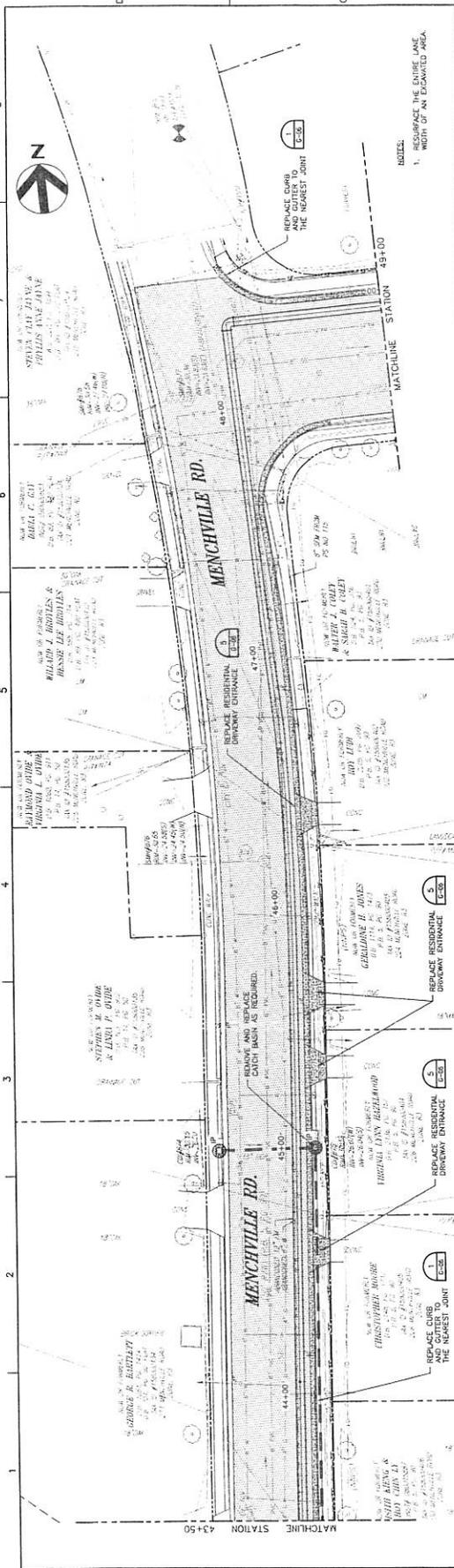
Exhibit 1

HRSD Facilities Location Map

Exhibit 2a, 2b, 2c, 2d, 2e

City Facilities Location Map

EXHIBIT 2a



AREAS OUTLINED IN RED ARE QUANTIFIED FOR THE CITY'S COST

HRSD

HAMPTON ROADS SANITATION DISTRICT

WARWICK BOULEVARD TO JAMES RIVER
INFLUENT FORCE MAIN SECTION 2

PROJECT NUMBER 13151

ISSUE DATE DESCRIPTION

B	08/2015	SITE PLAN RESUBMITTAL
A	04/2015	SITE PLAN SUBMITTAL

HRSD

WARWICK BOULEVARD TO JAMES RIVER
INFLUENT FORCE MAIN SECTION 2

PROJECT NUMBER 13151

DESIGNED BY: K. STAGSON
DRAWN BY: E. PASANMAN
CHECKED BY: T. KIRKREY

PROJECT MANAGER: TIMOTHY E. KEARNEY

DATE: 08/2015

HRSD

WARWICK BOULEVARD TO JAMES RIVER
INFLUENT FORCE MAIN SECTION 2

PROJECT NUMBER 13151

ISSUE DATE DESCRIPTION

B	08/2015	SITE PLAN RESUBMITTAL
A	04/2015	SITE PLAN SUBMITTAL

HRSD

WARWICK BOULEVARD TO JAMES RIVER
INFLUENT FORCE MAIN SECTION 2

PROJECT NUMBER 13151

DESIGNED BY: K. STAGSON
DRAWN BY: E. PASANMAN
CHECKED BY: T. KIRKREY

PROJECT MANAGER: TIMOTHY E. KEARNEY

DATE: 08/2015

HRSD

WARWICK BOULEVARD TO JAMES RIVER
INFLUENT FORCE MAIN SECTION 2

PROJECT NUMBER 13151

ISSUE DATE DESCRIPTION

B	08/2015	SITE PLAN RESUBMITTAL
A	04/2015	SITE PLAN SUBMITTAL

HRSD

WARWICK BOULEVARD TO JAMES RIVER
INFLUENT FORCE MAIN SECTION 2

PROJECT NUMBER 13151

DESIGNED BY: K. STAGSON
DRAWN BY: E. PASANMAN
CHECKED BY: T. KIRKREY

PROJECT MANAGER: TIMOTHY E. KEARNEY

DATE: 08/2015

HRSD

WARWICK BOULEVARD TO JAMES RIVER
INFLUENT FORCE MAIN SECTION 2

PROJECT NUMBER 13151

ISSUE DATE DESCRIPTION

B	08/2015	SITE PLAN RESUBMITTAL
A	04/2015	SITE PLAN SUBMITTAL

HRSD

WARWICK BOULEVARD TO JAMES RIVER
INFLUENT FORCE MAIN SECTION 2

PROJECT NUMBER 13151

ISSUE DATE DESCRIPTION

B	08/2015	SITE PLAN RESUBMITTAL
A	04/2015	SITE PLAN SUBMITTAL

HRSD

WARWICK BOULEVARD TO JAMES RIVER
INFLUENT FORCE MAIN SECTION 2

PROJECT NUMBER 13151

ISSUE DATE DESCRIPTION

B	08/2015	SITE PLAN RESUBMITTAL
A	04/2015	SITE PLAN SUBMITTAL

HRSD

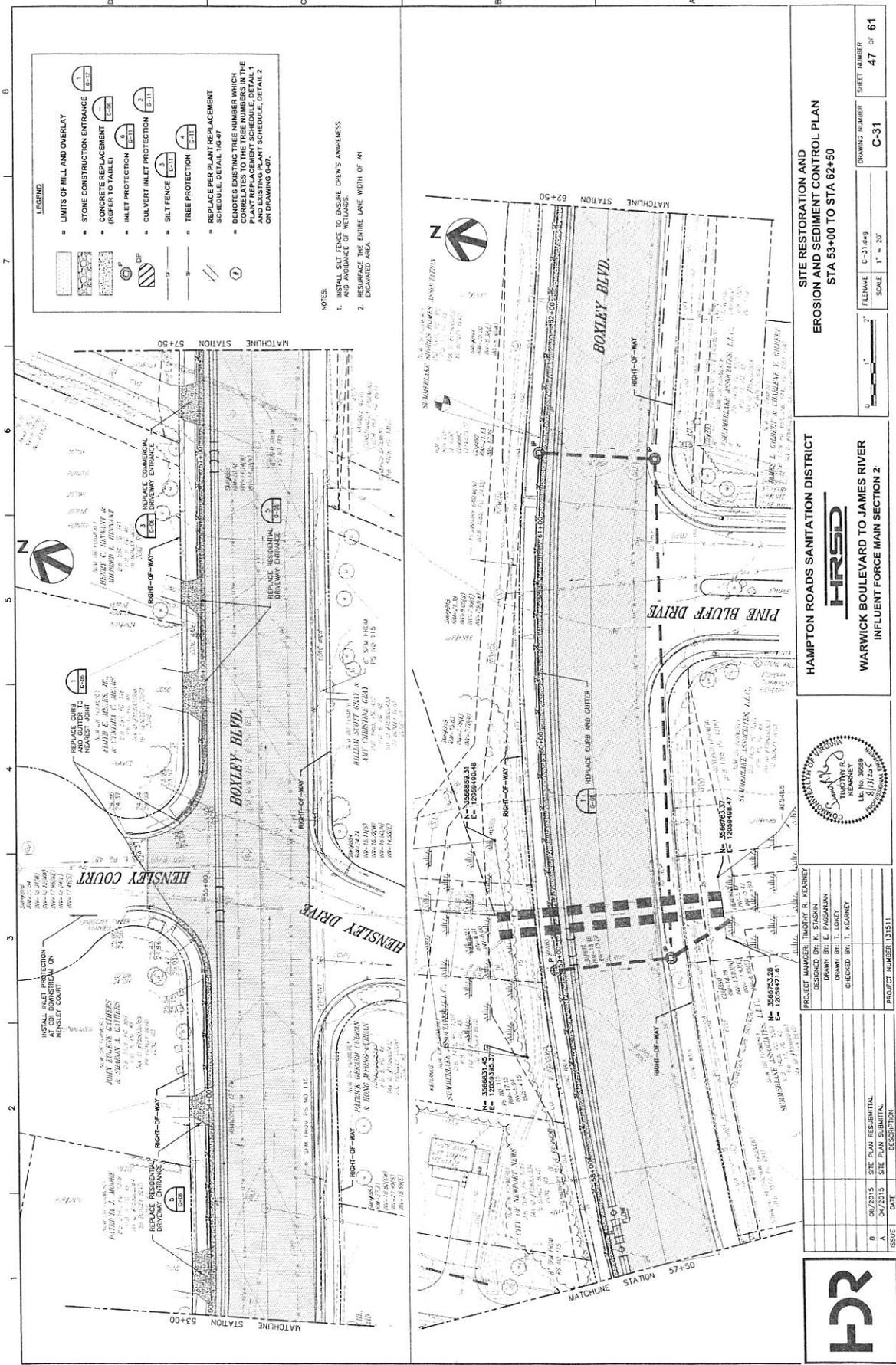
WARWICK BOULEVARD TO JAMES RIVER
INFLUENT FORCE MAIN SECTION 2

PROJECT NUMBER 13151

ISSUE DATE DESCRIPTION

B	08/2015	SITE PLAN RESUBMITTAL
A	04/2015	SITE PLAN SUBMITTAL

EXHIBIT 2b



LEGEND

- LIMITS OF MILL AND OVERLAY
- STONE CONSTRUCTION ENTRANCE
- CONCRETE BERAPACEMENT (REFER TO TABLE)
- INLET PROTECTION
- CULVERT INLET PROTECTION
- SILT FENCE
- TREE PROTECTION
- REPLACE PER PLANT BERAPACEMENT SCHEDULE, DETAIL 10-07
- REMOVE EXISTING TREE NUMBER WHICH CORRELATES TO THE TREE NUMBERS IN THE PLANT REPLACEMENT SCHEDULE, DETAIL 1 ON DRAWING 04-7

NOTES:

- INSTALL SILT FENCE TO ENSURE DREW'S AWARENESS AND AVOIDANCE OF WETLANDS.
- RESURFACE THE ENTIRE LANE WIDTH OF AN EASEMENT AREA.

SITE RESTORATION AND EROSION AND SEDIMENT CONTROL PLAN
 STA 53+00 TO STA 62+50

FILENAME: C-31.dwg
 SCALE: 1" = 30'

DRAWING NUMBER: C-31
 SHEET NUMBER: 47 OF 61

HAMPTON ROADS SANITATION DISTRICT

HRSD

WARWICK BOULEVARD TO JAMES RIVER
 INFLUENT FORCE MAIN SECTION 2

COMMUNITY DEVELOPMENT

THOMAS R. KEARNEY

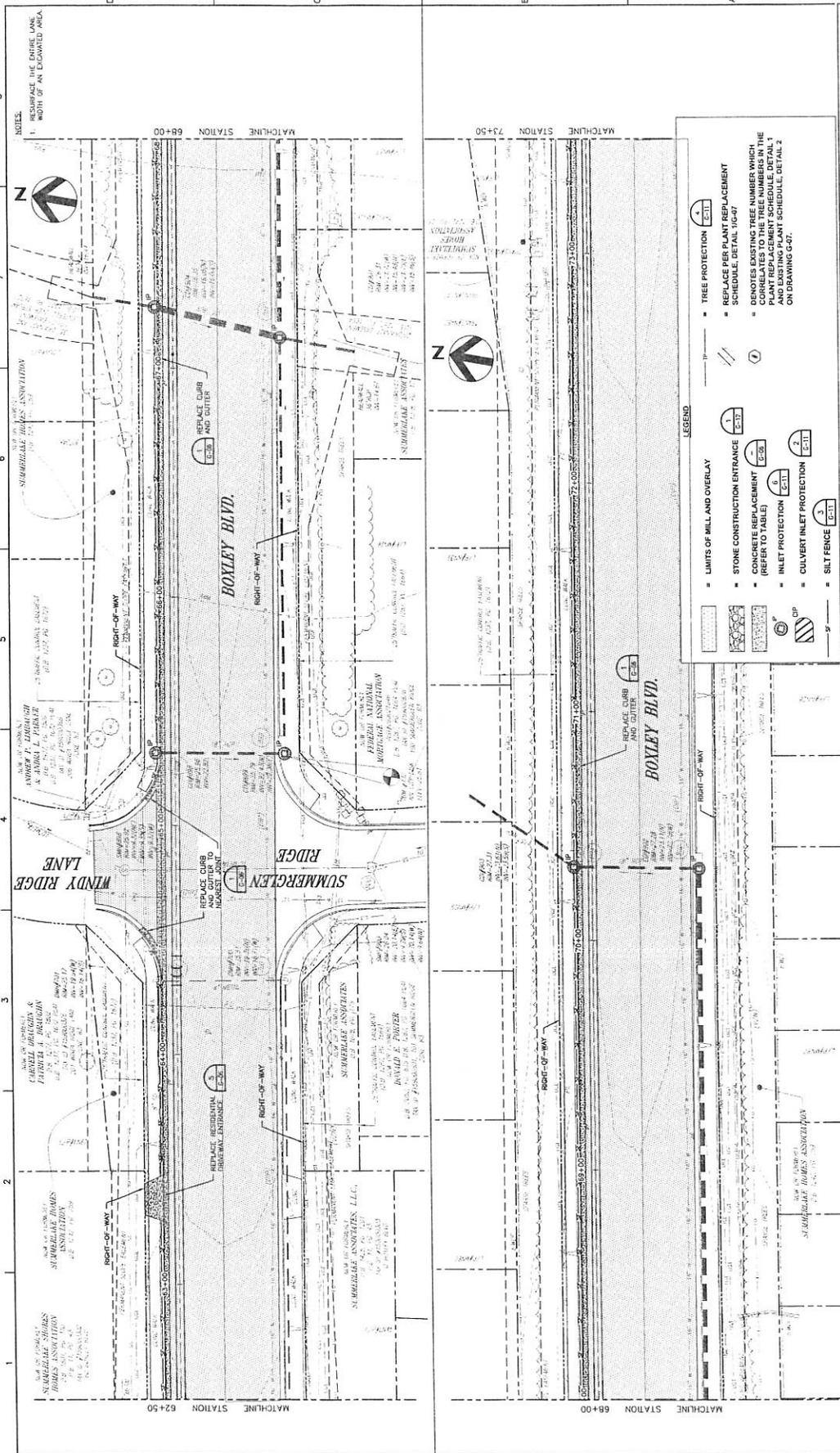
LI. No. 30609

12/21/2011

DESIGNED BY: T. KEARNEY	PROJECT NUMBER: 131511
DRAWN BY: E. PASZANIAN	
CHECKED BY: T. KEARNEY	
DATE: 06/20/15	ISSUE: 0
DESCRIPTION: SITE PLAN SUBMITTAL	

HR

EXHIBIT 2c



PROJECT NUMBER 131511

ISSUE	DATE	DESCRIPTION
B	08/2015	SITE PLAN RESUBMITTAL
A	04/2015	SITE PLAN SUBMITTAL

PROJECT MANAGER: TIMOTHY R. KARNET
DESIGNED BY: K. STASIN
DRAWN BY: E. PASZUNIAN
CHECKED BY: T. KARNET

HAMPTON ROADS SANITATION DISTRICT

WARWICK BOULEVARD TO JAMES RIVER

INFLUENT FORCE MAIN SECTION 2

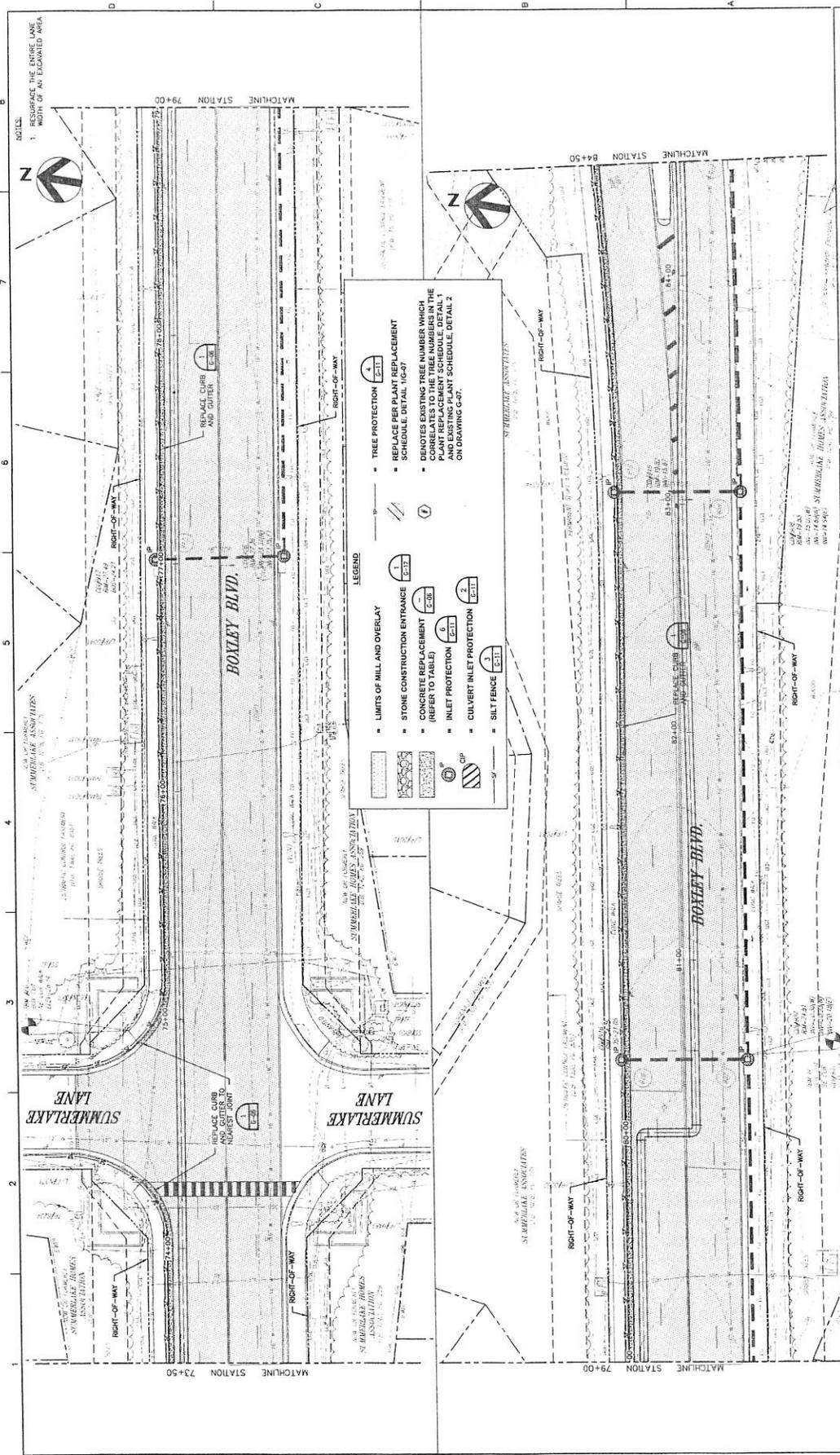
SITE RESTORATION AND EROSION AND SEDIMENT CONTROL PLAN

STA 62+50 TO STA 73+50

FILENAME: C-32.dwg
 SCALE: 1" = 20'

DRAWING NUMBER: **C-32**
 SHEET NUMBER: **48 OF 61**

EXHIBIT 2d



LEGEND

- LIMITS OF MILL AND OVERLAY
- STONE CONSTRUCTION ENTRANCE
- CONCRETE REPLACEMENT (REFER TO TABLE)
- INLET PROTECTION
- CULVERT INLET PROTECTION
- SILT FENCE
- TREE PROTECTION
- REPLACE PER PLANT REPLACEMENT SCHEDULE, DETAIL 1
- REPLACE EXISTING TREE NUMBER WHICH DOES NOT MEET THE TREE REPLACEMENT SCHEDULE, DETAIL 1 AND EXISTING PLANT SCHEDULE, DETAIL 2 ON DRAWING C-37.

PROJECT MANAGER: TIMOTHY R. KEARNEY
DESIGNED BY: K. STASKIN
DRAWN BY: E. PASZSIAN
CHECKED BY: T. LUCKY
DATE: 04/20/15

PROJECT NUMBER: 131511

ISSUE	DATE	DESCRIPTION
B	04/20/15	SITE PLAN RESUBMITAL
A	04/20/15	SITE PLAN SUBMITAL

HAMPTON ROADS SANITATION DISTRICT

WARWICK BOULEVARD TO JAMES RIVER
INFLUENT FORCE MAIN SECTION 2

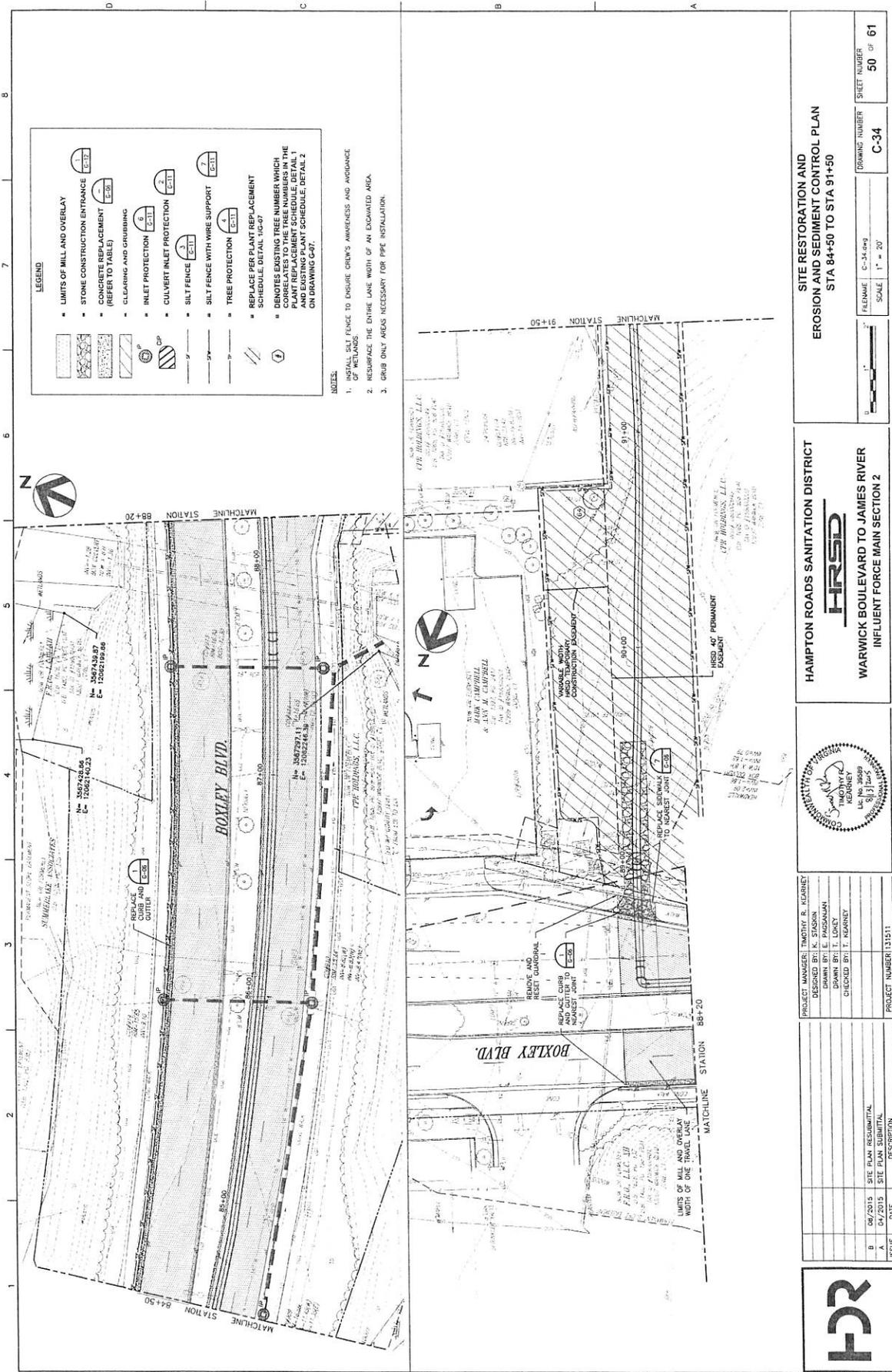
SITE RESTORATION AND EROSION AND SEDIMENT CONTROL PLAN
STA 73+50 TO STA 84+50

FILENAME: C-33.dwg
 SCALE: 1" = 20'

DRAWING NUMBER: C-33
 SHEET NUMBER: 49 OF 61



EXHIBIT 2e



- LEGEND**
- LIMITS OF MILL AND OVERLAY
 - STONE CONSTRUCTION ENTRANCE
 - CONCRETE REPLACEMENT (REFER TO TABLE)
 - CLEARING AND GRUBBING
 - INLET PROTECTION
 - CULVERT INLET PROTECTION
 - SILT FENCE WITH WIRE SUPPORT
 - TREE PROTECTION
 - REPLACE PER PLANT REPLACEMENT SCHEDULE DETAIL 10-07
 - DENOTES EXISTING TREE NUMBER WHICH IS TO BE REMOVED PER THE PLANT REPLACEMENT SCHEDULE DETAIL 1 AND EXISTING PLANT SCHEDULE DETAIL 2 ON DRAWING 04-07.

- NOTES:**
- INSTALL SILT FENCE TO ENSURE CREEK'S ADEQUACY AND AVOIDANCE OF WETLANDS
 - RESURFACE THE ENTIRE LANE WIDTH OF AN EXCAVATED AREA
 - GRUB ONLY AREAS NECESSARY FOR PIPE INSTALLATION

PROJECT MANAGER: TIMOTHY R. HARMONY
DESIGNED BY: K. STASHIN
DRAWN BY: E. PASQUANINI
CHECKED BY: T. HARMONY

PROJECT NUMBER: 131511

FILE NAME: C-34.dwg
SCALE: 1" = 20'

DRAWING NUMBER: C-34
SHEET NUMBER: 50 OF 61

HAMPTON ROADS SANITATION DISTRICT

WARWICK BOULEVARD TO JAMES RIVER
INFLUENT FORCE MAIN SECTION 2

SITE RESTORATION AND
EROSION AND SEDIMENT CONTROL PLAN
STA 84+50 TO STA 91+50

ISSUE	DATE	DESCRIPTION
B	06/2015	SITE PLAN RESUBMITTAL
A	04/2015	SITE PLAN SUBMITTAL

AGREEMENT FOR COST SHARING
OF THE
HAMPTON ROADS SANITATION DISTRICT
WARWICK BOULEVARD TO JAMES RIVER INTERCEPTOR FORCE MAIN
SECTION 2 (JR-010802)

AND

CITY OF NEWPORT NEWS
PUMP STATION 60 REHABILITATION (PS ID CODE: WWPCH)

THIS AGREEMENT FOR COST SHARING (the "Agreement"), between the CITY OF NEWPORT NEWS ("CITY") and the HAMPTON ROADS SANITATION DISTRICT ("HRSD"), is entered into this _____ day of _____, 2015 (the "Effective Date").

RECITALS

R:1. HRSD is constructing its Warwick Boulevard to James River Interceptor Force Main Section 2 Project as shown on **Exhibit 1** (the "HRSD Facilities"); and

R:2. The CITY is constructing its Pump Station 60 Rehabilitation Project as shown on **Exhibit 2** (the "CITY Facilities") as part of the City of Newport News Capital Improvement Program; and

R:3. The design and construction of the HRSD Facilities and the rehabilitation of the CITY Facilities (collectively referred to as the "Improvements") will necessitate the design and construction of a sanitary sewer pipeline connection from the HRSD Facilities to the CITY Facilities (referred to as the "Facilities Connection Pipeline"); and

R:4. HRSD and the CITY agree that it is in the best interest of the parties to have the Facilities Connection Pipeline constructed along with the City Facilities; and

R:5. CITY agrees to include the construction of Facilities Connection Pipeline in the construction of the CITY Facilities, in accordance with the approved plans and specifications; and

R:6. HRSD agrees to reimburse CITY for that portion of the costs of construction of the City Facilities attributable to the Facilities Connection Pipeline under the terms and conditions set forth herein.

TERMS

NOW THEREFORE, in consideration of the above recitals and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

I. DESIGN OF IMPROVEMENTS

A. Plans and Specifications

1. HRSD will employ HDR Incorporated (ENGINEER), to prepare plans and specifications for the Facilities Connection Pipeline. A location map of the HRSD Facilities is shown on Exhibit 1.
2. HRSD and the CITY, will meet to coordinate, review, and approve a final set of construction documents incorporating both parties' plans and specifications (the "Final Plans and Specifications") for the Improvements.

B. Payment of the Design Costs

1. HRSD will compensate ENGINEER for all engineering design costs and any amendments related to the Facilities Connection Pipeline.

C. Compliance

All design work shall comply with HRSD Standards and Preferences for use in Engineered Construction Projects, latest edition, and the Hampton Roads Planning District Commission Regional Construction Standards, latest edition. Any changes to the Final Plans and Specifications shall be approved by HRSD and the CITY.

II. CONSTRUCTION OF IMPROVEMENTS

A. Cost of Construction:

1. The total cost of the Facilities Connection Pipeline, as more particularly defined by the Final Plans and Specifications, prepared by ENGINEER for HRSD (the "Improvements Costs") shall include:
 - a. Cost of construction of the Improvements; and

b. Any related miscellaneous essential expenses.

2. The current cost of the construction of the Facilities Connection Pipeline is \$56,816.

B. Approval of Final Plans and Specifications; Contractors; Change Orders

1. HRSD and the CITY agree that before any construction work is to begin under this Agreement, HRSD and the CITY will jointly review and approve the Final Plans and Specifications. This approval shall be in writing.

2. HRSD and the CITY shall review and agree upon the contractors and subcontractors employed for the Improvements (the "Contractor(s)") prior to award of the construction contract.

3. Contractors shall be responsible for all necessary permits and approvals necessary for the Improvements.

4. HRSD will review and approve shop drawings related to the HRSD Facilities. CITY will review and approve shop drawings related to the CITY Facilities.

5. HRSD will review and approve change orders related to the HRSD Facilities. CITY will review and approve change orders related to the CITY Facilities.

C. Payment of Improvement Costs

1. The Improvements Costs shall be apportioned among the parties as follows:

a. HRSD will administer and be responsible for bearing one hundred percent (100%) of the cost of the Facilities Connection Pipeline.

b. The CITY will administer and be responsible for bearing one hundred percent (100%) of the remaining cost of the CITY Facilities.

c. Costs associated with any change to the initial construction cost ("Change Order") shall be as follows:

Facilities Connection Pipeline.

D. Inspection

CITY shall provide inspection services for the CITY Facilities and the Facilities Connection Pipeline. The inspector(s) shall have the authority to assure the Improvements are constructed in accordance with the Final Plans and Specifications.

E. Deeds and Easements

HRSD shall obtain any and all necessary fee simple deeds and/or deeds of easement needed for the HRSD Facilities.

CITY shall obtain any and all necessary fee simple deeds and/or deeds of easements for the CITY Facilities.

F. Correction of Construction Defects in the Improvements

CITY shall require the Contractors to provide a performance and payment bond for the full amount of the construction of the Improvements. The construction contract shall also provide for a warranty of the Contractor's work against construction defects in the Improvements and shall require the Contractor to correct such defects that are reported by HRSD or the CITY within one (1) year of the final acceptance of the Improvements.

G. Construction Record Drawings

CITY shall provide HRSD approved construction record drawings in accordance with HRSD Standards and Preferences for use in Engineered Construction Projects, latest edition.

V. GOVERNING LAW

This Agreement shall be deemed to be a Virginia contract and shall be governed as to all matters whether of validity, interpretations, obligations, performance or otherwise exclusively by the laws of the Commonwealth of Virginia, and all questions arising with respect thereto shall be determined in accordance with such laws. Regardless of where actually delivered and accepted, this contract shall be deemed to have been delivered and accepted by the parties in the Commonwealth of Virginia.

VI. TERMINATION

Anything herein or elsewhere to the contrary notwithstanding, in the event that a party breaches or violates any material provision of this Agreement or fails to perform any material covenant or agreement to be performed by either party under the terms of this Agreement and such breach, violation or failure is not cured within sixty (60) days of the defaulting party's receipt of written notice of such breach from the non-defaulting party, this Agreement and the obligations of the parties hereunder may be terminated by the non-defaulting party. This Agreement may also be terminated by mutual agreement of the CITY and HRSD.

VII. NOTICE

Any notice, communication or request under this Agreement shall be provided in writing by either (a) certified mail, return receipt requested, postage prepaid, or (b) a nationally recognized overnight delivery service (next business day service), or (c) hand-delivery, if the receipt of the same is evidenced by the signature of the addressee or authorized agent, and addressed to the following:

For: HRSD
By U.S. Postal Service
General Manager
P. O. Box 5911
Virginia Beach, VA 23471-0911
Telephone: (757) 460-4242

By Overnight Mail:
General Manager
1434 Air Rail Avenue
Virginia Beach, VA 23455

With Copy to:
Conway H. Shield, III
Jones, Blechman, Woltz and Kelly
701 Town Center Drive, Suite 200
Newport News, VA 23606

For: City of Newport News
James Bourey, City Manager
City of Newport News, Virginia
2400 Washington Avenue
Newport News, VA 23607
Telephone: (757) 727-6392
Facsimile: (757) 926-3505

With Copy to:

City Attorney
2400 Washington Avenue
Ninth Floor City Hall
Newport News, VA 23607

VIII. ASSIGNMENT

No party may assign its rights in this Agreement without the prior written consent of the other party.

IX. AMENDMENT

This Agreement may be amended only by a written instrument duly executed by the parties.

X. SEVERABILITY

If any provision of this Agreement or the application thereof to any circumstance shall be determined to be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall continue to be valid, in effect and enforceable to the fullest extent permitted by law.

XI. DAMAGES

Upon any breach of this Agreement resulting from an omission that constitutes negligence or willful misconduct or a failure to abide by engineering standards or a failure to abide by the Final Plans and Specifications described herein, the breaching party shall be responsible for the payments for damages to any other party to this Agreement.

XII. INSURANCE

HRSD and the CITY have the right to review and approve insurance coverage in the various insurance categories that HRSD and the CITY deem necessary to be carried by the Contractor or any other parties to this Agreement. Proof of insurance shall be provided at the request of HRSD or the CITY and the insurance coverage shall be maintained during the term of this Agreement.

XIII. TERM OF AGREEMENT

The term of the Agreement will commence on the date the Agreement is entered into and be completed when each party has completely performed its obligations hereunder.

XIV. INDEMNITY

The CITY shall ensure that the Contractor covenants and agrees that it will protect, save and keep HRSD harmless and indemnified against any liability, obligation, penalty or damage or charge imposed for any negligence or willful misconduct by the Contractor or for any violation of any laws or ordinances occasioned by the Contractor, its officers, employees, agents, subcontractors, independent contractors, licensees or concessionaires.

XV. FORCE MAJEURE

In the event of delay in the performance of the parties' obligations hereunder due to unforeseeable causes beyond the control of the CITY or HRSD or the Contractor and without their fault or negligence, including, but not restricted to, acts of God or of the public enemy, acts of the government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargos, and unusually severe weather or delays of subcontractors due to such causes, the time or times for performance of the obligations of the parties shall be extended for the period of the enforced delay.

XVI. INDEPENDENT CONTRACTOR

If the Contractor(s) hire subcontractors or independent contractors, HRSD and the CITY have the right to approve them by reviewing their requisite experience and knowledge to complete the work assigned.

XVII. SUBCONTRACTOR

If any Contractors or subcontractors are selected by any party to this Agreement for completion of the work contemplated herein, HRSD has the right to approve the same.

XVIII. WAIVER

No waiver of the breach of any term or provision of this Agreement shall be construed to be, or shall constitute, a waiver of any other breach of this

Agreement. No waiver shall be binding unless in writing and signed by the parties waiving the breach.

The failure of any party to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any or all other remedies. Such rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

XIV. INTEGRATION

This Agreement constitutes the entire understanding among the parties. No provision of this Agreement may be waived, modified or amended except by an instrument signed by the party against whom the enforcement of such waiver, modification or amendment is sought. No waiver by either party of any failure or refusal by the other party to comply with its obligations hereunder shall be deemed a waiver of any other or subsequent failure or refusal to comply.

IN WITNESS WHEREOF, the Hampton Roads Sanitation District Commission (HRSD) has caused this Agreement to be signed on its behalf by its General Manager in accordance with authorization granted at its regular meeting held on _____, 2015.

HAMPTON ROADS SANITATION DISTRICT

By
Edward G. Henifin, P.E., General Manager

COMMONWEALTH OF VIRGINIA,
CITY OF VIRGINIA BEACH, to-wit:

The foregoing agreement was acknowledged before me this _____ day of _____, 2015, by Edward G. Henifin, P.E., General Manager, Hampton Roads Sanitation District.

Notary Public

My commission expires:

Registration No.:

IN WITNESS WHEREOF, the City of Newport News (CITY) has caused this Agreement to be signed by the City Manager on its behalf pursuant to Resolution adopted by the City Council on _____, 2015,

CITY OF NEWPORT NEWS

By _____
James Bourey, City Manager

ATTEST:

City Clerk

COMMONWEALTH OF VIRGINIA,
CITY OF NEWPORT NEWS, to-wit:

The foregoing Agreement was acknowledged before me this _____ day of _____, 2015, by James Bourey, City Manager, City of Newport News, Virginia.

Notary Public

My commission expires: _____

Registration No.:

Approved as to Form and Correctness:

Approved as to Content:

Deputy City Attorney

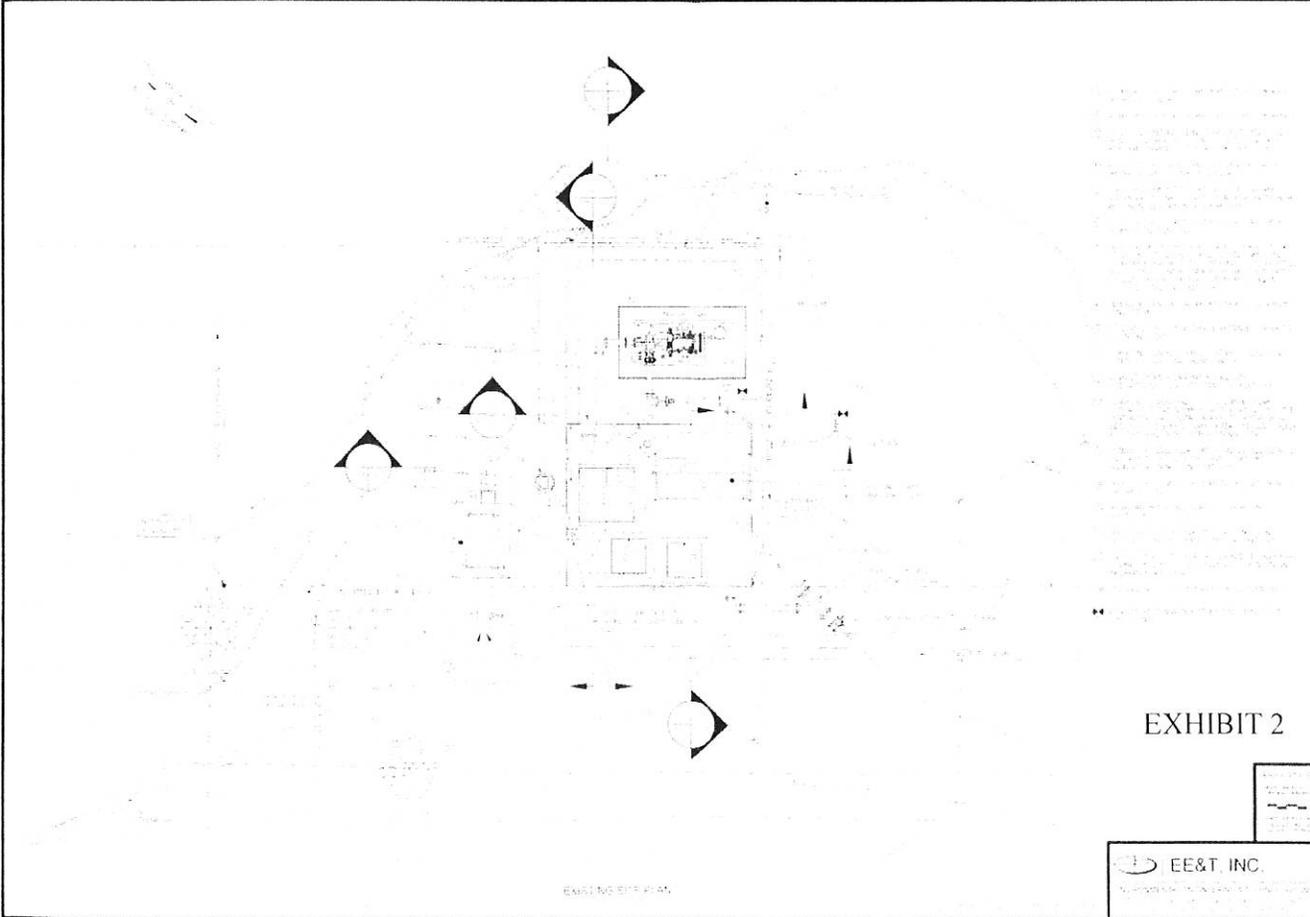
Director of Utilities

Exhibit 1

HRSD Facilities Location Map

Exhibit 2

**City Facilities Location Map
Facilities Connection Pipeline**



The site plan shows the layout of the proposed development, including the building footprint, parking areas, and access points. The plan is oriented with North at the top. The surrounding streets are shown as dashed lines. The building footprint is a large rectangular structure with several internal divisions. The parking areas are located to the north and west of the building. The access points are marked with circular symbols and arrows.

EXHIBIT 2



CITY OF NEW ROCHELLE
 DEPARTMENT OF PUBLIC WORKS
 1000 WESTCOTE AVENUE
 NEW ROCHELLE, NY 10801

PROJECT NO. 1000
 DATE: 10/15/10

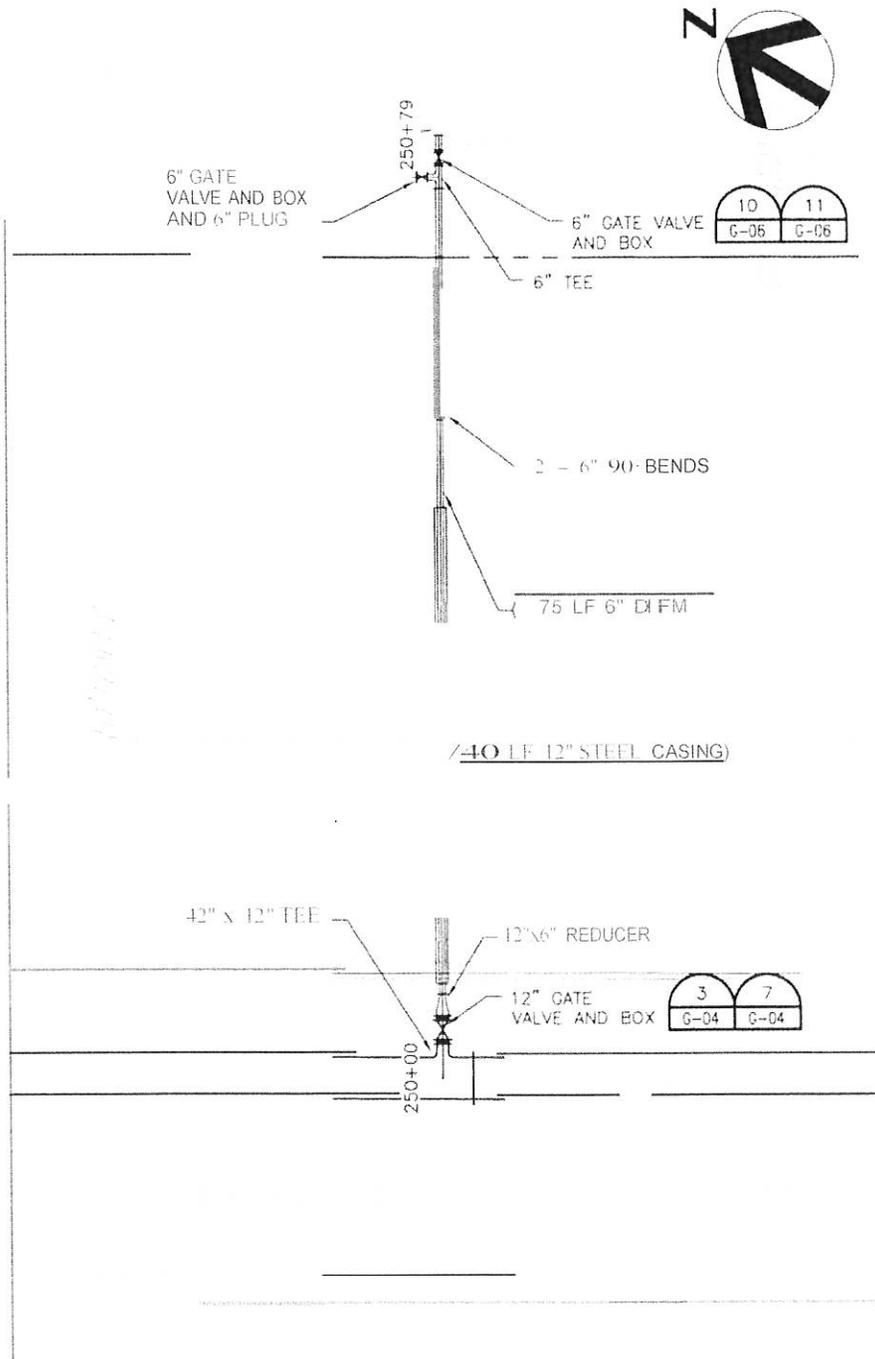
CITY OF NEW ROCHELLE
 DEPARTMENT OF PUBLIC WORKS
 1000 WESTCOTE AVENUE
 NEW ROCHELLE, NY 10801

PROJECT NO. 1000
 DATE: 10/15/10



EE&T, INC.
 ENGINEERING & ENVIRONMENTAL TECHNOLOGIES
 1000 WESTCOTE AVENUE
 NEW ROCHELLE, NY 10801

G-5
 25



PLAN — **G1J**
 SCALE: 1" = 10'

EXHIBIT 2 - FACILITIES CONNECTION PIPELINE