

ORDINANCE NO. 6633-09

AN ORDINANCE AUTHORIZING AND DIRECTING THE ACTING CITY MANAGER TO EXECUTE AND THE CITY CLERK TO ATTEST, ON BEHALF OF THE CITY OF NEWPORT NEWS, VIRGINIA, THAT CERTAIN AGREEMENT BY AND BETWEEN THE CITY OF NEWPORT NEWS, VIRGINIA, AND THE COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION, DATED THE 11<sup>TH</sup> DAY OF AUGUST, 2009, FOR ADJUSTMENT OF WATER FACILITIES FOR FORT EUSTIS BOULEVARD IMPROVEMENTS FROM JEFFERSON AVENUE TO ROUTE 17.

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

1. That it hereby authorizes and directs the Acting City Manager to execute and the City Clerk to attest, on behalf of the City of Newport News, Virginia, that certain Agreement by and between the City of Newport News, Virginia, and the Commonwealth of Virginia, Department of Transportation, dated the 11<sup>th</sup> day of August, 2009, for adjustment of water facilities for Fort Eustis Boulevard Improvements from Jefferson Avenue to Route 17.

2. That a copy of the said Agreement is attached hereto and made a part hereof.

PASSED BY THE COUNCIL OF THE CITY OF NEWPORT NEWS ON OCTOBER 13, 2009

Mabel Washington Jenkins, CMC  
City Clerk

Joe S. Frank  
Mayor

A true copy, teste:

City Clerk

AGREEMENT  
between  
CITY OF NEWPORT NEWS  
and  
COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION  
for  
ADJUSTMENT OF WATER FACILITIES

THIS AGREEMENT, made and entered into as of the 11th day of August, 2009,  
by and between the CITY OF NEWPORT NEWS (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,  
Fort Eustis Boulevard, Project: 0105-965-F02, C-502 (PPMS# 13497), which will necessitate  
changes in the MUNICIPALITY'S water facilities: and,

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 these water 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 facilities in accordance with attached plans and the STATE'S Road  
and Bridge Specifications; said plans being identified as thirty one (31) one-half size plans sheets  
numbered 20(1) through 20(30) of the STATE'S construction plans for Project: 0105-965-F02,  
C-502, as attached.

SECTION II

(a) It has been determined that the project is responsible for bearing 25.7% of the cost of the water adjustments indicated in SECTION I (b).

(b) It has been determined that the MUNICIPALITY is responsible for bearing 74.3% of the cost of the water adjustments indicated in SECTION I (b). This percentage accounts for betterment of existing water facilities. The MUNICIPALITY will reimburse the STATE for these items included in the highway contract. Reimbursement will be based on the unit prices in the highway contract, awarded by the STATE, plus the applicable construction engineering and betterment design cost.

SECTION III

In the event, at any time hereafter that the water 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.

ATTEST:

CITY OF NEWPORT NEWS

\_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Acting City Manager

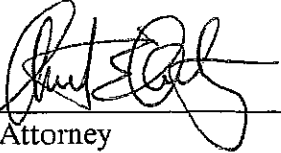
In the presence of:

COMMONWEALTH OF VIRGINIA  
DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
As to the Commonwealth

By: \_\_\_\_\_  
Chief Engineer

APPROVED AS TO FORM:



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City Attorney

Ft. Eustis Blvd.

PROJECT: 0105-965-033,C-502

Newport News/York County - Newport News Water Works

PPMS I.D. : 93423

**VDOT DETAILED CONSTRUCTION COST ESTIMATE**

7-May-09

COST ESTIMATE SUMMARY:

METRIC UNITS

ITEM:	ITEM CODE	UNIT COST	UNITS (TOTAL)	TOTAL COST	PROJECT UNITS	PROJECT COST	UNITS BETTER	BETTERMENT COST
	150mm D.I. WATER MAIN (M)	\$152.00	43	\$6,536.00	25.5	\$3,876.00	17.5	\$2,660.00
	200mm D.I. WATER MAIN (M)	\$190.00	49	\$9,310.00	49	\$9,310.00	0	\$0.00
	300mm D.I. WATER MAIN (M)	\$212.80	3376	\$718,412.80	742	\$157,897.60	2634	\$560,515.20
	300mm OFFSET EXIST. PIPE (M)	\$266.00	10	\$2,660.00	10	\$2,660.00	0	\$0.00
	750mm OFFSET EXIST. PIPE (M)	\$720.00	15	\$8,550.00	15	\$8,550.00	0	\$0.00
	150MM GATE VALVE & BOX (EA)	\$722.00	6	\$4,332.00	2	\$1,444.00	4	\$2,888.00
	200MM GATE VALVE & BOX (EA)	\$950.00	3	\$2,850.00	3	\$2,850.00	0	\$0.00
	300MM GATE VALVE & BOX (EA)	\$1,672.00	10	\$16,720.00	6	\$10,032.00	4	\$6,688.00
	ADJUST EXIST. VALVE BOX (EA)	\$380.00	4	\$1,520.00	4	\$1,520.00	0	\$0.00
	300MM x 300MM TAP SLEEVE VALVE & BOX (EA)	\$5,700.00	1	\$5,700.00	0	\$0.00	1	\$5,700.00
	FIRE HYDRANT (EA)	\$1,900.00	6	\$11,400.00	2	\$3,800.00	4	\$7,600.00
	ADJUST EXIST. AIR RELEASE VALVE BOX (EA)	\$580.00	1	\$580.00	1	\$580.00	0	\$0.00
<b>TOTAL WATER</b>				<b>\$788,570.80</b>		<b>\$202,519.60</b>		<b>\$586,051.20</b>
<b>TOTAL</b>				<b>\$788,570.80</b>		<b>\$202,519.60</b>		<b>\$586,051.20</b>

WATER COST RESPONSIBILITY:  
 AMOUNT:  
 BETTERMENT PERCENT:

WATER PROJECT COST  
 \$202,519.60  
 \$586,051.20  
 25.70%

WATER NNWW COST  
 \$0.00  
 \$586,051.20  
 74.32%