

RESOLUTION NO. 13220-19

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 AGREEMENT FOR COST SHARING BY AND BETWEEN HAMPTON ROADS SANITATION DISTRICT (“HRSD”) AND THE CITY OF NEWPORT NEWS, VIRGINIA (“CITY”), AND DATED THE 9TH DAY OF APRIL, 2019.

WHEREAS, the HRSD Project is for the construction of its Hampton A and B Replacement - Jefferson Avenue to Walnut Avenue (BH015600); and

WHEREAS, the City Project is for the construction of its Jefferson Avenue Phase II Utilities Relocation and Streetscape Improvements.

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 Agreement for Cost Sharing by and between Hampton Roads Sanitation District and the City of Newport News, Virginia, dated the 9th day of April, 2019, for the aforementioned Projects, as well as any and all additional documents necessary to effectuate and implement said Projects, after the review and approval as to form of such documents by the City Attorney.

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 APRIL 9, 2019

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

**Hampton Trunk A and B Replacement – Jefferson Avenue to Walnut Avenue
BH015600**

AND

CITY OF Newport News

Jefferson Avenue Phase II Utilities Relocation and Streetscape Improvements

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 9th day of April, 2019 (the “Effective Date”).

RECITALS

R:1. HRSD is constructing its Hampton Trunk A and B Replacement - Jefferson Avenue to Walnut Avenue project as shown on **Exhibit 1** (the “HRSD Facilities”); and

R:2. The CITY is constructing its own Jefferson Avenue Phase II Utilities Relocation and Streetscape Improvements project as shown on **Exhibit 2** (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 construction of the CITY Facilities (collectively referred to as the “Improvements”) will necessitate the construction of the HRSD Facilities as part of the City project. The HRSD Facilities will be located in Jefferson Avenue from 14th Street to 16th Street and in 16th Street from Jefferson Avenue to Ridley Circle; 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. The City has started construction of CITY Facilities with a construction contractor hired by the CITY; and

R:6. The City agrees to include the construction of the HRSD Facilities as part of the construction of the City Facilities, in accordance with the approved plans and specifications; and

R:7. HRSD agrees to reimburse the City for that portion of the costs for the construction of the Improvements attributable to the HRSD Facilities under the terms and conditions set forth herein.

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Hampton Trunk A and B Replacement – Jefferson Avenue to Walnut Avenue BH015600 and
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TERMS

NOW THEREFORE, in consideration of the above provisions 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 Whitman Requardt and Associates (ENGINEER I), to prepare plans and specifications for the HRSD Facilities. A location map of the HRSD Facilities is shown on Exhibit 1.
2. CITY will employ Atkins North America, Inc, (ENGINEER II), to prepare plans and specifications for the CITY Facilities. A location map of the CITY Facilities is shown on Exhibit 2.
3. HRSD and the CITY will meet to coordinate, review, and approve a final set of construction documents for the HRSD Facilities (the “Final Plans and Specifications for the HRSD Facilities”).

B. **Payment of the Design Costs**

1. HRSD will compensate ENGINEER I for all engineering design costs and any amendments related to the HRSD Facilities.
2. CITY will compensate ENGINEER II for all engineering design costs and any amendments related to the CITY Facilities.

C. **Compliance**

1. All HRSD design work shall comply with HRSD Standards for use in Engineered Construction Projects, latest edition. Any changes to the Final Plans and Specifications for the HRSD Facilities shall be approved by 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 I for

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HRSD and Engineer II for the CITY (the "Improvements Costs") shall include:

- a. Cost of construction of the Improvements;
 - b. Cost of approvals and permits required for the construction of the Improvements;
 - d. Costs for construction contract administration and inspection;
 - e. Costs of services rendered by ENGINEER I and ENGINEER II;
 - f. Costs for all temporary or permanent easements 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 \$825,000 and the actual bid cost of the construction of the CITY Facilities is \$8,851,633.60.
 3. The CITY has awarded a construction contract for construction of the CITY Facilities. The CITY will issue a change request to the City contractor to request costs for construction of the HRSD Facilities.

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 for the HRSD Facilities. 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. 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.

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5. 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.
6. 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 Improvement 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. The CITY will be responsible for bearing one hundred percent (100%) of the cost of the CITY Facilities.
 - c. 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, CITY shall compensate the Contractors and other individuals and entities providing materials and/or services related to the Improvements for all Improvement Costs, including those for which the HRSD is responsible. The HRSD shall reimburse CITY for all such payments made on its behalf. The HRSD shall pay its share of the Improvements Costs to CITY in one lump sum payment upon completion of construction (as determined by CITY). CITY shall provide the HRSD with an invoice detailing the HRSD's share of the Improvement Costs. Within thirty (30) days of its receipt of such invoice, the HRSD shall reimburse CITY for the HRSD's share of the Improvement Costs as detailed in the invoice.
3. In conjunction with the above, and for additional clarity, it is agreed

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that the HRSD shall pay ENGINEER I directly for the construction administration and construction inspection costs (the “CA and CI Costs”) associated with the HRSD Improvements. It is agreed that the CITY shall pay ENGINEER II directly for the construction administration and construction inspection costs (the “CA and CI Costs”) associated with the CITY Improvements.

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

The construction is anticipated to begin by March 2019 and be complete by July 2020. If the construction dates listed herein are substantially delayed, HRSD reserves the right to terminate this Agreement.

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. Change Request for the HRSD Facilities

1. CITY agrees to issue a change request to the CITY contractor requesting costs for construction of the HRSD Facilities. The HRSD agrees to provide administrative and technical support by ENGINEER I as required during the change request phase. In particular the HRSD shall:

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- a. Provide plans and specifications for the HRSD Facilities to be issued to the City contractor with the change request.
 - b. Provide timely responses to the CITY for any questions, requests for clarification, or addenda during the change request phase.
 - c. Provide miscellaneous support to CITY as required during the change request phase.
2. HRSD will review and evaluate the costs received in response to the change request issued by the CITY to the CITY contractor. The costs received will be reviewed and approved by the CITY and HRSD prior to award of the construction contract change order to the CITY contractor. The CITY will assist HRSD with any negotiations as required with the CITY contractor to obtain a fair and equitable price for the change request. The change request procedure shall be conducted in accordance with the Virginia public Procurement Act and the CITY Procurement Policy.

C. Administration

HRSD shall provide contract administration of the HRSD Facilities. The HRSD shall compensate Engineer I directly for the contract administration of the HRSD Facilities.

D. Inspection

HRSD shall provide full-time inspection for the HRSD Facilities. The HRSD shall compensate Engineer I directly for the inspection of the HRSD Facilities. The HRSD inspector(s) shall have the authority to assure the HRSD Facilities 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

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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

ENGINEER I shall provide HRSD approved construction record drawings in accordance with HRSD Standards 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, 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:

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For: HRSD

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

If 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 800
Newport News, VA 23606

For: City of Newport News
Cynthia D. Rohlf, City Manager
City of Newport News, Virginia
2400 Washington Avenue
Newport News, VA 23607
Telephone: 9757) 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 to the extent of applicable law..

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

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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 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.

XVIII. 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.

Signature pages follow

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IN WITNESS WHEREOF, the Hampton Roads Sanitation District (HRSD) Commission 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

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IN WITNESS WHEREOF, the City of [LOCALITY] (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: _____
Cynthia D. Rohlf, City Manager

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

Exhibit 1 - HRSD Facilities Location Map

BH015600 HAMPTON TRUNK A & B REPLACEMENT
 JEFFERSON AVENUE TO MONITOR MERRIMAC OVERLOOK PARK
 PRELIMINARY ENGINEERING REPORT
 FEBRUARY 2019

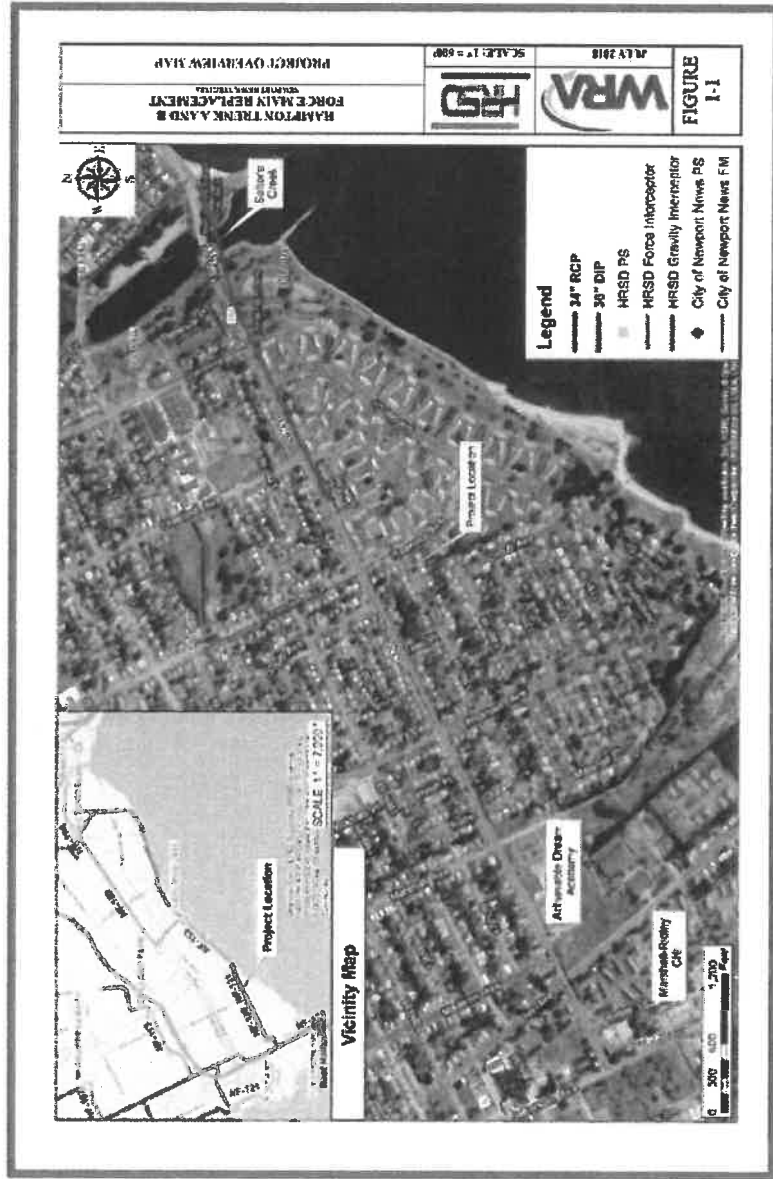
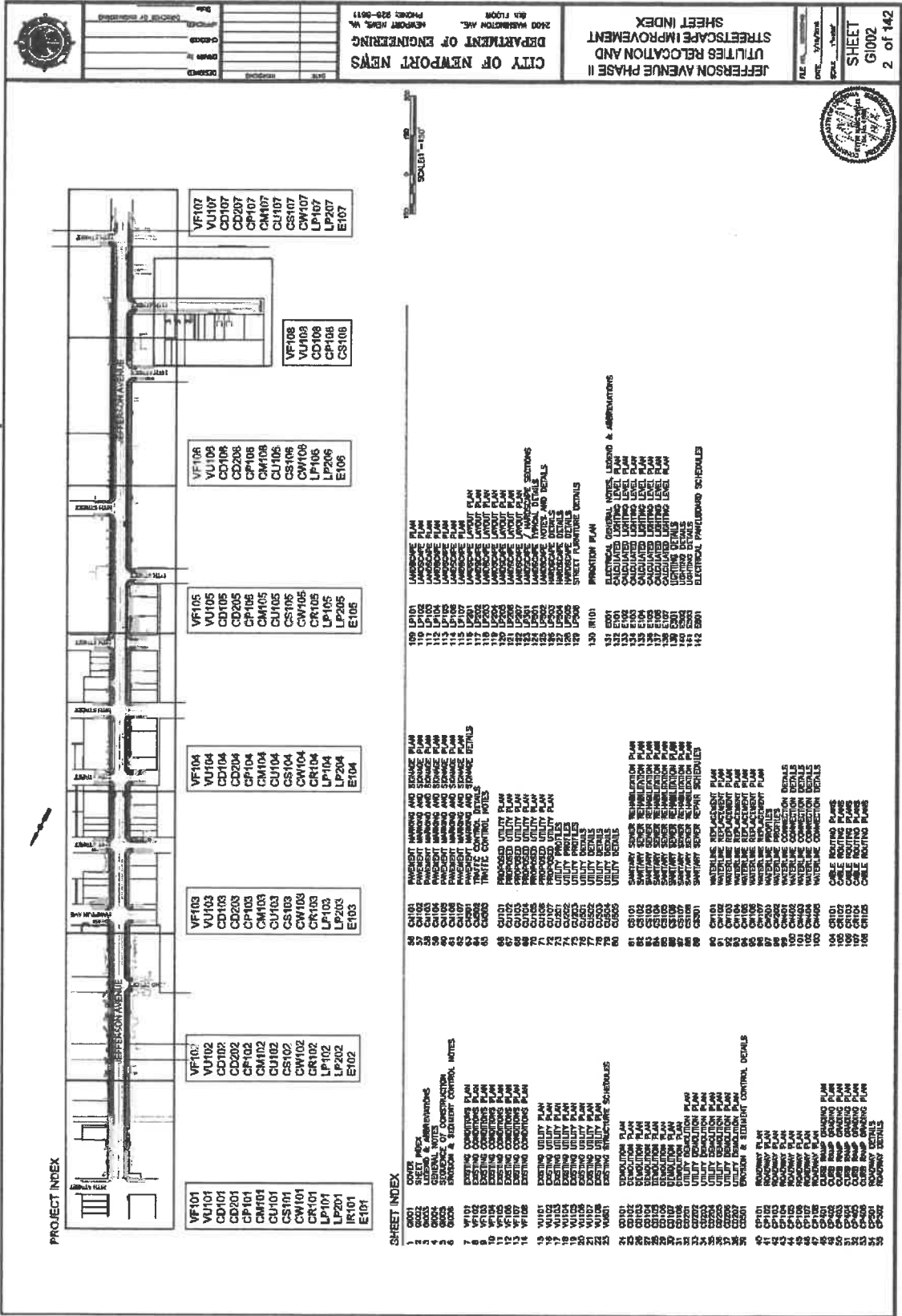


Figure 1-1: Hampton A & B Force Main Replacement – Project Overview Map

Exhibit 2 - CITY Facilities Location Map



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VF101	VU101	CD101	CP101	CU101	CS101	CW101	CR101	LP101	IR101	E101
VF102	VU102	CD102	CP102	CU102	CS102	CW102	CR102	LP102		E102
VF103	VU103	CD103	CP103	CU103	CS103	CW103	CR103	LP103		E103
VF104	VU104	CD104	CP104	CU104	CS104	CW104	CR104	LP104		E104
VF105	VU105	CD105	CP105	CU105	CS105	CW105	CR105	LP105		E105
VF106	VU106	CD106	CP106	CU106	CS106	CW106	CR106	LP106		E106
VF107	VU107	CD107	CP107	CU107	CS107	CW107	CR107	LP107		E107
VF108	VU108	CD108	CP108	CU108	CS108	CW108	CR108	LP108		E108

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96	EXISTING UTILITY PLAN
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260	EXISTING UTILITY PLAN

City of Newport News Department of Engineering

2400 WASHINGTON AVE. NEWPORT NEWS, VA 23060
PHONE: 757-253-9011

DATE: 10/27/11

DESIGNED:
 CHECKED:
 APPROVED:
 DATE:

FILE:
 DATE:
 FILE:
 DATE:

PROJECT: JEFFERSON AVENUE PHASE II
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