

**ADDENDUM NO. 2 TO THE
AGREEMENT FOR CONSTRUCTION AND RELOCATION OF BRIDGE STREET
VENT AND REHABILITATION OF BRIDGE STREET SIPHONS
BETWEEN
HAMPTON ROADS SANITATION DISTRICT
(PROJECT BH013400)**

AND

CITY OF HAMPTON, VIRGINIA

THIS ADDENDUM NO. 2 (this "Addendum"), supplementing the AGREEMENT FOR CONSTRUCTION AND RELOCATION OF BRIDGE STREET VENT AND REHABILITATION OF BRIDGE STREET SIPHONS (the "Agreement"), dated May 11, 2016, between the CITY OF HAMPTON (the "CITY"), a municipal corporation of the Commonwealth of Virginia, and the HAMPTON ROADS SANITATION DISTRICT, a political subdivision of the Commonwealth of Virginia ("HRSD"), is entered into this _____ day of _____, 2018 (the "Effective Date").

RECITALS

R:1. The CITY is constructing a replacement bridge on Bridge Street (the "Replacement Bridge") as part of the Capital Improvement Project, City Project # 07-010, VDOT Project #000-114-199, UPC: 93081 (the "PROJECT"); and

R:2. The HRSD Bridge Street Air Vent Pipe and Bridge Street Wastewater Siphons, together with all connections, manholes, and related appurtenances thereto (the "FACILITIES") are located in whole or in part within the right of way of the Replacement Bridge in the City of Hampton; and

R:3. The proposed Replacement Bridge creates a conflict with the existing FACILITIES, which necessitated Temporary Relocation of part of the FACILITIES and Permanent Relocation and Permanent Improvements of part of the FACILITIES, as each is described in the Agreement (collectively, the "Facilities Work" and incorporated into the term "FACILITIES"); and

R:4. HRSD and the CITY agree that it is in the best interest of the parties to have the relocation and/or construction of the FACILITIES included into the PROJECT; and

R:5. The CITY agrees to have such FACILITIES constructed in accordance with the description of the facilities stated and referenced herein, and HRSD agrees to reimburse the CITY for the FACILITIES under the terms and conditions set forth herein.

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VENT AND REHABILITATION OF BRIDGE STREET SIPHONS
BETWEEN
HAMPTON ROADS SANITATION DISTRICT
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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 are hereby acknowledged, the parties agree as follows:

1. This Addendum No. 2 provides for the addition to or extension of the work provided for under the Agreement.
2. No provision of the Agreement shall be modified except as expressly herein provided; otherwise, the Agreement remains in full force and effect.
3. In addition to the items listed in Section II(D) of the Agreement, HRSD also agrees to pay the City for the following work:
 - a. CO#12 Field Butt Joints for fiberglass vent pipe \$23,314.83
4. In addition to the items listed in Section II(D) of the Agreement HRSD also agrees to equal sharing (50%-50%) with the CITY for the following work:
 - a. CO#13 Revisions to storm drainage system, \$9,691.85
South side of bridge
 - b. CO#16 Provide one new drainage structure, \$5,348.68
South side of bridge
5. The total price for this additional work is \$38,355.36, with HRSD paying \$30,835.10 and the CITY paying \$7,520.27.
6. The City of Hampton has been reimbursed for the Original Agreement and Addendum No. 1. The remaining amount as described in this Addendum No. 2 will be reimbursed after this Addendum No. 2 is executed and a request for payment sent to HRSD.

Addendum # 2 to the Agreement for Cost Sharing of the CONSTRUCTION AND RELOCATION OF
BRIDGE STREET VENT AND REHABILITATION OF BRIDGE STREET SIPHONS
(HRSD Project # BH013400, City of Hampton Project # 07-010)

IN WITNESS WHEREOF, the parties have executed this Addendum No. 2 to the Agreement as of the date first above written.

HAMPTON ROADS SANITATION DISTRICT



Edward G. Henifah, P.E., General Manager

10/18/2018
Date

Addendum # 2 to the Agreement for Cost Sharing of the CONSTRUCTION AND RELOCATION OF
BRIDGE STREET VENT AND REHABILITATION OF BRIDGE STREET SIPHONS
(HRSD Project # BH013400, City of Hampton Project # 07-010)

IN WITNESS WHEREOF, the parties have executed this Addendum to the Agreement as of the date first above written.

CITY OF HAMPTON, VIRGINIA

Mary B. Bunting
City Manager or Authorized Designee

Date

ATTEST:

City Clerk

Date

COMMONWEALTH OF VIRGINIA,
CITY OF, to-wit:

The foregoing Addendum No. 2 was acknowledged before me this _____ day of _____, 2018, by _____, the City Manager or Authorized Designee on behalf of the City of Hampton, Virginia. She/He is known to me personally.

Notary Public

My commission expires: _____

Registration No.: _____

Approved as to Form:

Approved as to Content:

SR _____
Deputy City Attorney Date

Director of Public Works Date