

Extension Agreement No. 043-FY16

Replacement of Bridge Street Bridge

Hampton, Virginia

CITY OF NEWPORT NEWS, VIRGINIA
WATERWORKS DEPARTMENT
AGREEMENT TO EXTEND WATER MAIN BY CONTRACTOR

This **Agreement to Extend Water Main by Contractor** (this "Agreement"), made this _____ day of _____, 2016, by and between the **City of Newport News**, a municipal corporation of the Commonwealth of Virginia located at 2400 Washington Avenue, Newport News, Virginia 23607 (the "City") and the **City of Hampton**, a municipal corporation of the Commonwealth of Virginia located at 22 Lincoln Street, Hampton, Virginia 23669 (the "Applicant").

WHEREAS, the Applicant has applied to the City for permission to connect to its system and extend the water main or mains to serve the premises, constructed or intended to be constructed, on the tract or plot of land as shown on the development map or plot plan attached hereto and made a part hereof, known as Bridge Street Bridge and marked Exhibit "A" (the "Project"); and

WHEREAS, the City is willing to permit connection to its Waterworks System and provide retail water service to the Project under the following terms and conditions.

NOW, THEREFORE, for mutual benefit and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

1. The Applicant agrees:
 - a. At its own sole cost and expense, to furnish all labor, tools, materials, and services to install, disinfect, and tie-in water pipelines and appurtenances for the

Project in accordance with the layout shown on Exhibit “A”, and to conform to the Distribution Standards of the City’s Waterworks Department. The water main pipeline work will be performed by _____.

b. At its own cost and expense and before final tie-in, to furnish complete “as-built” drawings and manufacturer’s affidavits of construction materials.

2. The City agrees, upon Applicant’s completion of the construction of the pipelines and appurtenances for the Project and upon compliance with the other conditions of this Agreement:

a. Subject to installation, inspection, and acceptance of the proposed water pipeline, to reimburse the Applicant for actual costs incurred in completing items 110 through 116 of the Contractor Bid Tabulation Sheet (marked and attached hereto as Exhibit “B”), in an amount not to exceed \$155,000.00 without prior approval of the City.

b. Maintain and operate the system.

3. The Applicant and City agree:

a. that no work will commence until this Agreement has been executed by the Applicant and the City, and until the City has reviewed and approved the construction drawings;

b. that the City assumes no responsibility for pavement repair if services must be installed after sidewalks have been constructed and streets and/or parking areas are paved;

c. that the City assumes no responsibility for settlement of the trenches for water mains after the installations are complete;

d. that the City will have the right to make further extension of this water main extension after its completion;

e. that this Agreement will be binding upon the respective parties, their successors, and assigns; and

f. that the facilities installed under this Agreement will be the property of the City, its successors and assigns.

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

CITY OF NEWPORT NEWS

BY: _____
Director, Waterworks Department

CITY OF HAMPTON

BY: _____
Director, Department of Public Works