

**WATERWORKS DEPARTMENT**  
CITY OF NEWPORT NEWS

OFFICE OF THE DIRECTOR  
700 TOWN CENTER DRIVE, SUITE 500  
NEWPORT NEWS, VIRGINIA 23606  
(757) 926-1146  
(757) 926-1170 FAX

June 7, 2019

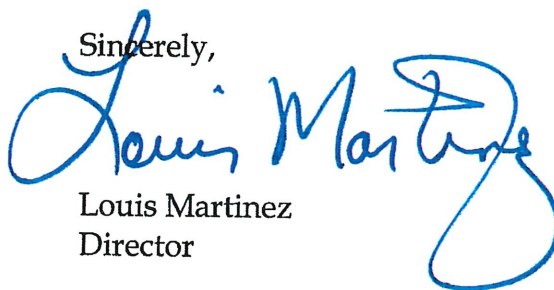
Mr. Fenouil Philippe, P.E.  
Sr. Civil Engineer/Project Manager  
Public Works Department  
City of Hampton  
22 Lincoln Street  
Hampton, Virginia 23669

Dear Mr. Philippe:

This will acknowledge receipt of a check in the amount of \$2,511.00, which includes the estimated cost of one (1) - 5/8" meter relocation (yoke, box, and meter), laboratory fees, supervision, and inspection for the Freeman Drive Reconstruction project (Extension Agreement Number 059-FY19), in the City of Hampton, Virginia.

Approval has been given for this Agreement and amended Agreement. Your executed copy of the package is enclosed.

Sincerely,



Louis Martinez  
Director

LM/sjth

Enclosure

sc: Enterprise Manager

1000265715	420000001125
Payment Document Number	100001412460
Current Bill Due Date	
Water Payment	\$2,511.00
New Account Balance	\$2,511.00-

*for*  
*6/8/19*

Thank You  
CITY OF HAMPTON

Extension Agreement No.

059-FY19

Location:

**Freeman Drive Reconstruction**

**Hampton, Virginia**

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

This Agreement, made this 8<sup>th</sup> day of June, 2019, by and between the City of Newport News, a Municipal Corporation of the Commonwealth of Virginia, hereinafter referred to as "City", and **City of Hampton**, hereinafter referred to as "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 **Freeman Drive Reconstruction**, and marked Exhibit "A"; and,

WHEREAS, the City is willing to permit connection to its system and provide retail water service to the aforementioned development.

NOW, THEREFORE, for and in consideration of the promises, and the mutual covenants and agreements herein contained the parties hereto agree as follows:

1. The Applicant Agrees:
  - a. At his own sole cost and expense, to furnish all labor, tools, materials, and services to install, disinfect, and tie-in water mains and appurtenances in accordance with the layout shown on Exhibit "A", and to conform to the Distribution

Standards. The water main pipeline work will be performed by Bridgeman Underground, Inc.. The water service pipeline work will be performed by Bridgeman Underground, Inc.. Construction Drawings will be furnished by the City after execution of this Agreement and the water main pipeline work will not begin without these drawings.

b. At his own cost and expense and before final tie-in, to furnish complete "as-built" drawings, a two- year maintenance bond (water main, see Exhibit "D") manufacturer's affidavits of construction materials, and a breakdown of the total cost of the water main pipeline as paid by the Applicant.

c. At his own cost and expense, to purchase and install material for each water service pipeline noted on Exhibit "B", provide manufacturer's affidavits associated with water service pipeline, a statement of total cost by size for the installation of water service pipeline, and prior to the first request for a service pipeline installation provide a two year bond (service pipeline, see Exhibit "E").

d. To pay the City upon execution and delivery of this Agreement, the sum of **Two Thousand Five Hundred Eleven Dollars, (\$2,511.00)**, the estimated cost of one (1) - 5/8" meter relocation (yoke, box & meter), laboratory fees, supervision, and inspection, as shown on Exhibit "B", attached hereto. Upon completion of this project, if it is found that actual costs exceed the estimated costs shown on Exhibit "B", the Applicant will pay the amount over the actual cost, and if the actual cost is less, then the City will refund any excess of amount paid by the Applicant.

e. Charges for required permits and street repair costs shall be made in addition to the service connection, if required.

f. To furnish plat showing location of proposed meter and provide a marker on site indicating location for meter installation on each lot or building before the request for meter installation is made.

2. The City agrees, upon completion of the installation by the Applicant and compliance with the other terms of this Agreement:

a. Install each meter in accordance with existing ordinance requirements. Water service connection must be installed for the Applicant within three (3) years of the date of this agreement. If, through no fault of the City, installation is not made within three (3) years from the date of this agreement, the fees paid in connection therewith shall be forfeited and this agreement shall be void. Thereafter, the installation of water services and meters shall require payment of current fees and the completion of a new extension agreement.

b. Maintain and operate the system.

3. The Applicant and City agree:

a. That no work will be started until this Agreement has been executed by the Applicant, approved by the City, and all streets, sidewalks, and any new and or alterations of existing streets and sidewalks have been brought to final subgrade with curb and gutter in place and after construction drawings have been issued by the Waterworks Department.

b. No service pipeline installation can begin until the water main pipeline is placed in service and the "made-ready-for" conditions have been satisfied.

c. That the City assumes no responsibility for pavement repair if services must be installed after sidewalks have been installed and streets and or parking areas are paved.

d. The City assumes no responsibility for the settlement of the trenches for water main pipeline and or service pipeline after the installations are completed.

e. That the City will have the right to make further extension of this water main extension after its completion.

f. That this Agreement will be binding upon the respective parties, their successors, and assigns.

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

Continued on Page 5

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

CITY OF NEWPORT NEWS  
BY: *Laura Martinez*  
Director, Waterworks Department

CITY OF HAMPTON  
OFFICE OF THE CITY ATTORNEY  
Approved as to form and legal sufficiency  
Date: *5/20/19*

*[Signature]*  
Deputy City Attorney

*Carl J. Fine 5/20/19*  
Approved as to content  
Hampton Public Works

City of Hampton  
BY: *[Signature] City Manager*  
(name & title)  
*54-6001336*  
(Federal Tax I.D. Number  
or Social Security Number)

If corporation, must be signed by officer having authority to execute contracts on behalf of the corporation.

WATER MAIN PIPELINE SCHEDULING INFORMATION

Project Scheduled in Service Date \_\_\_\_\_

EXHIBIT "B"

Estimated quantities of the water facilities to serve the property known as **Freeman Drive Reconstruction**, as shown on the attached plat and total estimated cost for one (1) - 5/8" meter relocation (yoke, box & meter), laboratory fees, supervision, and inspection.

PROJECT ESTIMATED PIPELINE QUANTITIES

- 65 - feet of 12" Ductile Iron Pipe (Class 52)
- 1,840 - feet of 8" Ductile Iron Pipe (Class 52)
- 40 - feet of 6" Ductile Iron Pipe (Class 52)
- 4 - 6" Valves MJ x FLG
- 1 - 8" Valve MJ x FLG
- 1 - 8" Valve MJ x FLG (Provided by Waterworks)
- 4 - Fire Hydrants
- 2 - Tie-Ins

PIPELINE TIE-INS AND ABANDONMENT OF 1720 FEET OF EXISTING 8" WATER PIPELINE AND 30 FEET OF EXISTING 12" WATER PIPELINE TO BE COMPLETED BY THE APPLICANT IN ACCORDANCE WITH DISTRIBUTION STANDARDS.

CITY'S ESTIMATED SERVICE AND CHARGES

1 - 5/8" Meter Relocation @ \$350.00 (yoke, box & meter) (17 Freeman Drive – Tap# 301128)	\$350.00
8 - Laboratory Sample Fees @ \$27.00	\$216.00
Supervision & Inspection	<u>\$1,945.00</u>
APPLICANT'S ESTIMATED CITY COST	\$2,511.00

Continued on Page 2

Extension Agreement  
No. 059-FY19  
EXHIBIT "B" Continued

A maintenance bond or letter of credit in the amount of \$2,500.00 is to be posted prior to acceptance and placing the water system in service which will be in effect for two years beginning at date of pressure test (See paragraph 1.b and Exhibit "D").

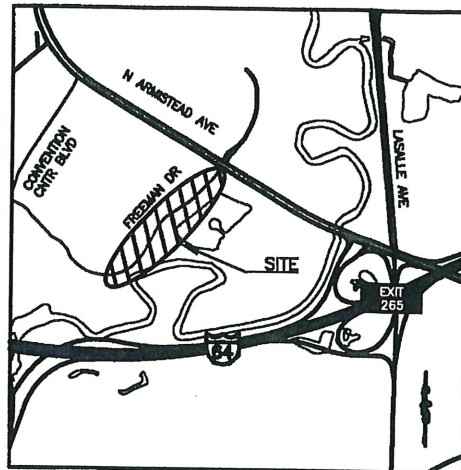
A maintenance bond or letter of credit in the amount of \$2,500.00 is to be posted prior to acceptance for up to 100 service pipelines. The bond will be in effect for two years beginning on the date the first installation is completed and accepted. (See paragraph 1.c and Exhibit "E").

The Applicant will place a wooden stake with the letter "W" to indicate location for the relocated water service. Work will not be scheduled until this stake has been placed.

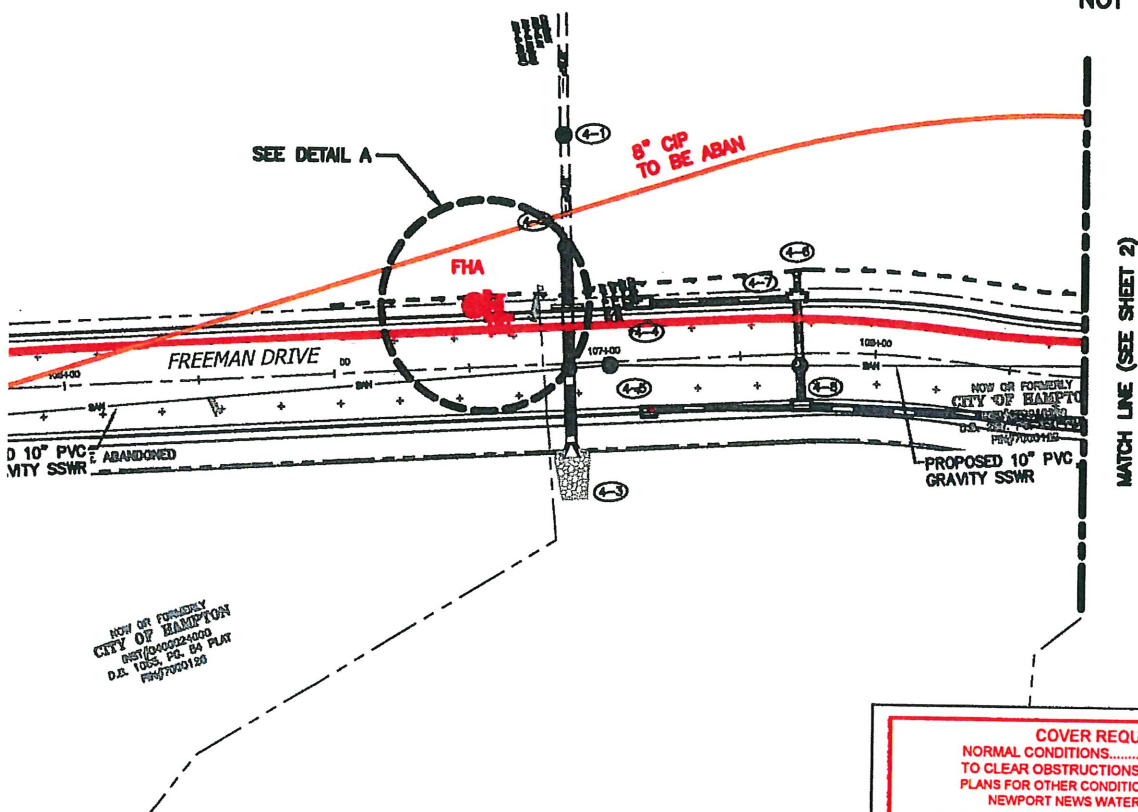
In the event that meters and service pipes may be covered with concrete driveways or walks, then such meters and service pipes will be relocated at the expense of the Applicant or Owner.

Included in the scope of work is the installation of 10 linear feet of 6" water pipeline, 900 linear feet of 8" water pipeline, 45 linear feet of 12" water pipeline, one (1) fire hydrant, one (1) 6" gate valve, one (1) 5/8" meter service transfer, laboratory sample fees, supervision and inspection as shown on the plat marked Exhibit "A". This improvement will reduce the number of water customer outages during future, planned and unplanned events in the distribution system. Herein proposed and subject to the installation an acceptance of the proposed water pipeline in the subject agreement, the City Newport News shall reimburse the Applicant in the amount not to exceed. \$109,000.00 in this cost sharing project.





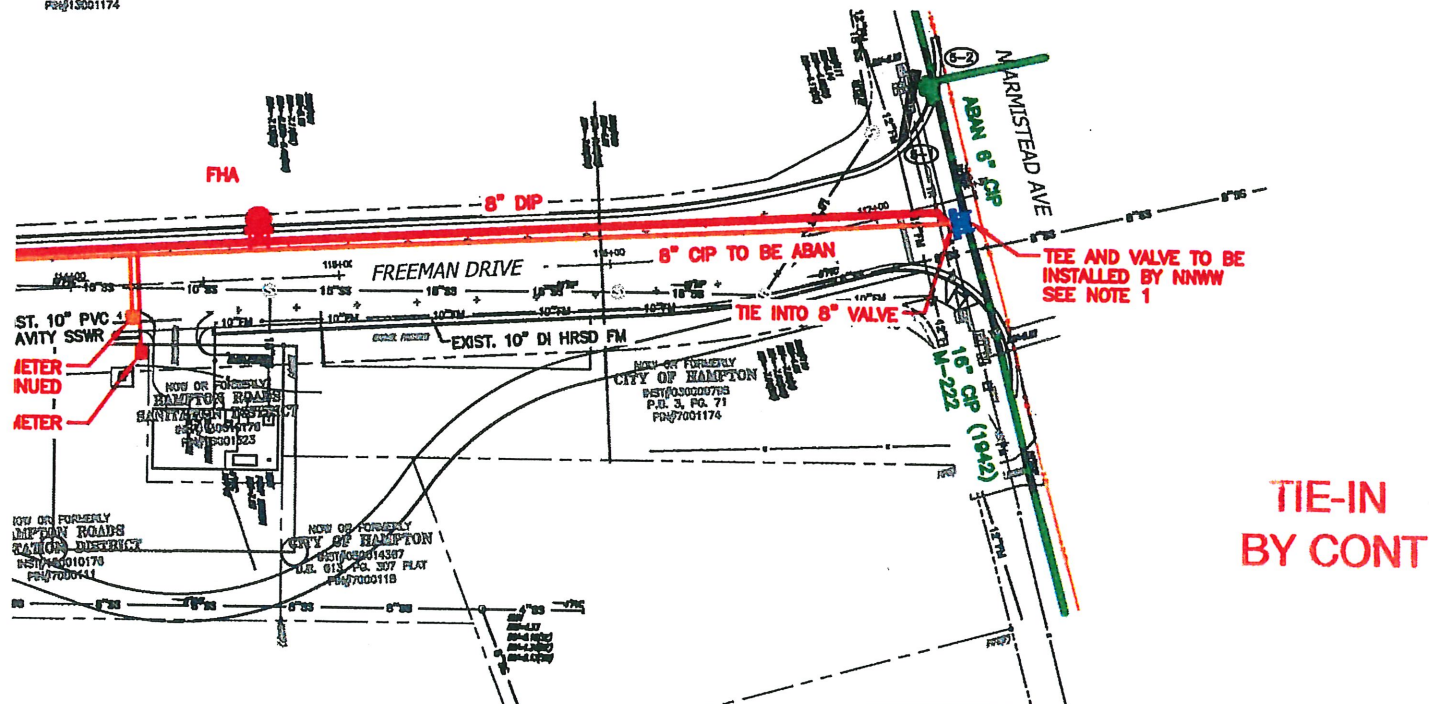
VICINITY MAP  
NOT TO SCALE



TIE-IN  
BY CONT

<p><b>COVER REQUIREMENTS</b></p> <p>NORMAL CONDITIONS.....36 INCHES TO CLEAR OBSTRUCTIONS.....18" MIN. TO 48" MAX. PLANS FOR OTHER CONDITIONS MUST BE SUBMITTED TO NEWPORT NEWS WATERWORKS FOR APPROVAL</p>	
<p><b>EXHIBIT "A"</b></p> <p><u>THIS DRAWING NOT TO BE USED FOR THE CONSTRUCTION OF WATER MAIN(S). CONSTRUCTION DRAWINGS WILL BE PREPARED BY THE WATERWORKS AFTER EXECUTION OF AGREEMENT.</u></p>	
<p>Relocates (1) 5/8" Meter Service Pipeline to be installed by Contractor</p>	
<p>Project Number: <u>059-FY2019</u></p> <p>Developer: City of Hampton Contact: Phillippe Fenouil</p>	<p>March 29, 2019</p> <p>Phone: (757) 727-8311</p>
<p><b>FREEMAN DRIVE RECONSTRUCTION</b></p> <p>Hampton, Virginia</p>	

AT  
ME.



TIE-IN BY CONT

**COVER REQUIREMENTS**  
 NORMAL CONDITIONS.....36 INCHES  
 TO CLEAR OBSTRUCTIONS.....18" MIN. TO 48" MAX.  
 PLANS FOR OTHER CONDITIONS MUST BE SUBMITTED TO  
 NEWPORT NEWS WATERWORKS FOR APPROVAL

**EXHIBIT "A"**

**THIS DRAWING NOT TO BE USED FOR THE CONSTRUCTION OF WATER MAIN(S). CONSTRUCTION DRAWINGS WILL BE PREPARED BY THE WATERWORKS AFTER EXECUTION OF AGREEMENT.**

Relocate (1) 5/8" Meter  
 Service Pipeline to be Installed by Contractor

Project Number: 059-FY2019      March 29, 2019  
 Developer: City of Hampton  
 Contact: Philippe Fenoul      Phone: (757) 727-8311

**FREEMAN DRIVE RECONSTRUCTION**

Hampton, Virginia

Amendment to Agreement No. **059FY19**

Location: **Freeman Drive Reconstruction**  
**Hampton, Virginia**

CITY OF NEWPORT NEWS, VIRGINIA  
WATERWORKS DEPARTMENT  
AMENDMENT TO EXTENSION AGREEMENT NO.059-FY19

This AMENDMENT, is made this 8<sup>th</sup> day of June, 2019,

by and between the City of Newport News, a Municipal Corporation of Virginia, hereinafter referred to as "City", and City of Hampton, hereinafter referred to as "Applicant", to that certain Extension Agreement No. 059-FY19 dated 5/20/19, by and between the City and the Applicant, hereinafter the "Agreement".

WHEREAS, Section 1.b and 1.c of the Agreement requires Applicant to provide a two-year maintenance bond for the water pipeline and service pipeline installed pursuant to the Agreement; and,

WHEREAS, the Applicant has requested that, in lieu of posting a bond, it to be allowed to warrant and maintain the work performed under the Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. In lieu of providing the maintenance bond required by paragraph 1.b and 1.c of the Agreement, Applicant agrees to that it shall be responsible for maintenance of the work performed pursuant to the Agreement, at no cost to the City, for a period of two years from the completion of the work and acceptance of the project by the City. Applicant shall promptly repair any and all defects due to defective materials and or workmanship

in the work completed pursuant to the Agreement, at no cost to the City, for a period of two years from the completion of the work and acceptance of the project by the City.

2. All other provisions of the Agreement that are not inconsistent herewith shall remain in full force and effect.

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

CITY OF NEWPORT NEWS  
BY: *Laurin Martinez*  
Director, Waterworks Department

City of Hampton

CITY OF HAMPTON  
OFFICE OF THE CITY ATTORNEY  
Approved as to form and legal sufficiency  
Date: 5/20/2019  
*[Signature]*  
Deputy City Attorney  
*Carl Sae* 5/20/19  
Approved as to content  
Hampton Public Works

BY: *Wayne Brown* City Manager  
(name & title)  
54-6001336  
(Federal Tax I.D. Number  
or Social Security Number)

ATTEST:

\_\_\_\_\_  
(to be used only when corporation is Applicant)

If corporation, must be signed by officer having authority to execute contracts and attested and seal affixed by secretary of corporation.