

September 27, 2016

RESUME

RESOLUTION; AUTHORITY TO EXECUTE AGREEMENT
BETWEEN PRINCE GEORGE COUNTY AND THE
COMMONWEALTH OF VIRGINIA DEPARTMENT OF
TRANSPORTATION FOR ADJUSTMENT OF SEWER FACILITIES

The agreement (copy attached) is for adjustment of sewer facilities that will be impacted by VDOT's project to add turn lanes on Route 460 at the entrance to Food Lion (Enterprise Drive). The County Engineer has been working with VDOT in reviewing VDOT's plans. There are some impacts to County gravity sewer lines that run along Route 460 in the area of this project. VDOT is responsible for the relocation of these lines that are impacted by their project. Utilities has asked for a betterment to extend the end of one of the lines they are relocating so that it will be beyond a resident's driveway, and to install an end of the line manhole to facilitate future extensions farther down Route 460. County cost is 20.7% of the overall sewer adjustments and estimated to be \$24,090.00. Funding for this betterment will come from the Utilities Enterprise Fund.

With the Board's approval, County Administrator will execute this agreement as soon as possible.

Board of Supervisors
County of Prince George, Virginia

Resolution

At a regular meeting of the Board of Supervisors of the County of Prince George held in the Boardroom, Third Floor, County Administration Building, 6602 Courts Drive, Prince George, Virginia this 27th day of September, 2016:

Present:

Vote:

William A. Robertson, Jr., Chairman
Jerry J. Skalsky, Vice Chairman
Alan C. Carmichael
Donald Hunter
T.J. Webb

A-1

On motion of _____, seconded by _____, which carried a vote
the following Resolution was adopted: _____

RESOLUTION; AUTHORITY TO EXECUTE AGREEMENT BETWEEN
PRINCE GEORGE COUNTY AND THE COMMONWEALTH OF
VIRGINIA DEPARTMENT OF TRANSPORTATION FOR
ADJUSTMENT OF SEWER FACILITIES

NOW, THEREFORE, BE IT RESOLVED That the Board of Supervisors of the
County of Prince George this 27th day of September, 2016, does hereby approve the County
Administrator to execute this agreement as soon as possible.

A Copy Teste:

Percy C. Ashcraft
County Administrator

AGREEMENT
between
PRINCE GEORGE COUNTY
and
COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION
for
ADJUSTMENT OF SEWER FACILITIES

THIS AGREEMENT, made and entered into as of the _____ day of _____, 2016, by and between the PRINCE GEORGE COUNTY (hereinafter called County), 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, County Drive, Rte. 460, Project: 0460-074-742, M-501, which will necessitate changes in the COUNTY'S sanitary sewer facilities: and,

WHEREAS, the STATE and COUNTY 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 COUNTY to have the adjustment of these sanitary sewer 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 COUNTY'S sanitary sewer facilities in accordance with attached plans and the STATE'S Road and Bridge Specifications; said plans being identified as Eight (8) one-half size plans sheets numbered 6(1) through 6(7) of the STATE'S construction plans for Project: 0460-074-742, M-501, as attached.

SECTION II

(a) It has been determined that the project is responsible for bearing 79.3% of the cost of the sanitary sewer adjustments indicated in SECTION I (b).

(b) It has been determined that the COUNTY is responsible for bearing 20.7% of the project cost of the sanitary sewer adjustments SECTION I (b).

SECTION III

(a) The COUNTY agrees that it will relinquish its existing rights of way, which are within the limits of the proposed STATE right of way for this project. The STATE will, upon application by the COUNTY, issue and continue in effect a permit to the COUNTY for the construction, maintenance and operation of the water and sanitary sewer facilities indicated in SECTION I(b).

(b) The sanitary sewer facilities of the COUNTY erected under such a permit shall be and remain the property of the COUNTY, no charge shall at any time be made for the use of the STATE right of way occupied by the COUNTY, or for the privilege of constructing, maintaining and operating said sanitary sewer facilities. Any construction or maintenance operations to be performed by the COUNTY within the STATE right of way must have prior approval of the STATE. When emergency conditions require immediate maintenance operations by the COUNTY, such operations may be performed by the COUNTY without advance notice to the STATE. The COUNTY will, to the best of its ability, perform all operations within the STATE right of way in a manner which will reduce to a minimum, interference to the flow of traffic and disturbance of the roadway, and which will provide a maximum of safety to traffic and to the COUNTY'S forces.

(c) In the event the STATE should request at any time hereafter that the facilities which were adjusted onto STATE right of way at STATE expense be again adjusted when they are on STATE right of way, the STATE will pay the COUNTY the applicable costs incurred by the COUNTY, including the cost of securing any necessary easements.

(d) In the event the STATE should request at any time hereafter that the facilities which were not adjusted, hereunder, but for which the COUNTY'S rights of way were relinquished, be adjusted, the STATE will pay the COUNTY the applicable costs incurred by the COUNTY, including the cost of securing any necessary easements.

SECTION IV

(a) The COUNTY 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.

In the presence of:

Prince George County

As to Prince George County

By: _____
Title: _____

In the presence of:

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION

As to the Commonwealth

By: _____
State Right of Way & Utilities Director

Approved As To Terms:

Shamir, Mizar
P.O. County Attorney

Appendix A

This Appendix A is a part of the agreement for utility adjustment work for Project 0460-074-742, M-501, UPC#100499 dated _____, 2016, between the COUNTY OF PRINCE GEORGE and the COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION.

The parties further agree that the cost of utility betterment work will be paid by the COUNTY to the STATE based on the actual cost plus 10% for construction oversight. The actual cost shall be determined by:

- The pro-rated percentage of 20.7% representing the COUNTY'S portion of overall sanitary sewer installation applied to the unit bid prices received for the contract award by the State plus 10% for construction oversight. The estimated betterment portion is \$21,900.00 and construction oversight is \$2,190.00 for a total of \$24,090.00.

Payment by COUNTY to the STATE shall be promptly made in accordance with the following schedule:

- Lump Sum payments of the estimated cost in the amount described above with reconciliation between estimated and actual cost upon completion of the project. Payment shall be due within 30 days upon execution of this agreement by all parties.

Whenever the COUNTY'S payment is backed on unit bid process a final cost will be determined based upon the actual quantities of each unit paid to the contractor by the State. The STATE will provide the COUNTY with the final unit quantities and final cost with its Final bill to the Utility. The cost of construction oversight will be applied as described above.

In the event the betterment work requires a construction change order during the life of the contract this reimbursement and payment plan shall be adjusted to reflect the change in costs.

VDOT Rts. 460- County Drive
 Prince George County
 VDOT UPC # 100499

Michael Baker
 INTERNATIONAL

Final Cost Estimate
 8/18/16

ITEM CODE COST SUMMARY:

ITEM:	Item Number	Unit	Total Quantity	Unit Cost	Total Cost	Project Quantity	Project Cost	Betterment Quantity	Betterment Cost
Sewer Facilities									
6" DI SANITARY SEWER PIPE	42080	LF	312	\$200.00	\$62,400.00	245	\$49,000.00	87	\$13,400.00
6" SANITARY SERVICE LATERAL CONNECTION	42084	LF	45	\$150.00	\$6,750.00	45	\$6,750.00	0	\$0.00
6" SEWER CLEANOUT	42846	EA	2	\$1,000.00	\$2,000.00	2	\$2,000.00	0	\$0.00
MODIFIED MH-2	09056	LF	10	\$1,500.00	\$15,000.00	10	\$15,000.00	0	\$0.00
MANHOLE FRAME AND COVER (F&C-1)	42764	EA	2	\$1,500.00	\$3,000.00	2	\$3,000.00	0	\$0.00
SANITARY SEWER MANHOLE	42755	LF	10	\$850.00	\$8,500.00	0	\$0.00	10	\$8,500.00
ADJUST EXIST. FRAME & COVER	42765	EA	8	\$1,000.00	\$8,000.00	8	\$8,000.00	0	\$0.00
TOTAL SEWER					\$108,650.00		\$83,750.00		\$21,900.00

		PROJECT	PRINCE GEORGE
			COUNTY
COST SUMMARY			BETTERMENT
	TOTAL	\$83,750.00	\$21,900.00
		79.27%	20.73%