

**ALBEMARLE COUNTY SERVICE AUTHORITY
AGREEMENT FOR ENGINEERING SERVICES**

THIS AGREEMENT made the ____ day of _____ 2025 by and between the ALBEMARLE COUNTY SERVICE AUTHORITY, hereinafter referred to as “ACSA”, and _____, a corporation, hereinafter referred to as “ENGINEER”.

WHEREAS, the ACSA requires professional engineering services for the planning, evaluation, design and construction contract administration of water and waste-water projects; and,

WHEREAS, the ENGINEER desires to provide the Engineering Services as determined by the ACSA; and,

WHEREAS, this Agreement shall be in effect for one year from the date of Agreement noted herein, and the Agreement may be renewed for an additional period of service, at the discretion of the ACSA, for up to three additional one-year periods; and,

WHEREAS, this Agreement states the duties and responsibilities of the ACSA and of the ENGINEER related to the providing of such professional services to the ACSA.

WITNESSETH:

In consideration of the mutual promises contained herein and other valuable consideration, the ACSA and the ENGINEER agree as follows:

ARTICLE I

ENGINEER’S RESPONSIBILITIES

1.1 The ENGINEER shall:

- a. Furnish all labor, materials, equipment, technical and professional services required to perform engineering services as may be described in the Letter of Agreement for each specific project.

- b. Perform all services described in the Letters of Agreement and in accordance with generally accepted professional standards. The ENGINEER shall comply with the requirements, as related to the project, of the County of Albemarle, State of Virginia and Federal governmental agencies and authorities.
- c. Provide additional services within the scope of the Letters of Agreement as requested by the ACSA. The cost of the additional services shall be submitted to the ACSA by the ENGINEER for review and approval. Additional fees shall be based on either a lump sum or hourly not-to-exceed format. Additional services shall be authorized only if approved in writing by the ACSA.

ARTICLE II

ACSA's RESPONSIBILITIES

2.1 The ACSA shall:

- a. Provide to the ENGINEER all information in possession of the ACSA which relates to the ACSA's requirements for the specific project or which, in the opinion of the ACSA, is relevant to the design of the project.
- b. Review all preliminary drawings and estimates of construction costs; all final construction drawings, easement plats, and contract documents (if needed); all revised estimates of construction costs; and other documents presented by the ENGINEER.
- c. Make all reasonable efforts to provide access for the ENGINEER to enter upon public and private property as required for the ENGINEER to perform the services required under this Agreement.
- d. Designate a person to act as the ACSA's representative with the ENGINEER with respect to the services to be performed. Such person shall have the authority to transmit instructions, receive information, interpret and define the ACSA's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the ENGINEER's services.

ARTICLE III
COMPENSATION

- 3.1** Compensation for each project assigned to the ENGINEER shall be negotiated individually on a lump sum or hourly basis, or combination of the two as a not-to-exceed fee, as determined by the defined scope of services in the Letter of Agreement for each specific project. Current monthly labor rates shall be those in effect at the time of the specific Letter of Agreement. The Engineer's standard billing rate schedule shall be included with each Letter of Agreement.
- 3.2** Additional reimbursable expenses shall be as defined in the Letters of Agreement. Specialized consultants, as defined in the Letters of Agreement, shall be charged at cost plus a maximum of 8% to cover administrative costs and taxes.
- 3.3** The ENGINEER shall submit invoices to the ACSA on a monthly basis for cost incurred, for each individual project, accompanied by a brief narrative outlining the services provided and justifying the invoiced amount. After acceptance by the ACSA of that portion of the services to which the invoice charges relate, the ACSA shall pay the amount of invoice within thirty (30) days. Prior to being required to accept any invoice, the ACSA shall have the right to expend a reasonable time to verify information contained on any invoice and to correct any errors found. Invoices shall be mailed or delivered to:
- Jeremy M. Lynn, P.E.
Director of Engineering
Albemarle County Service Authority
168 Spotnap Road
Charlottesville, Virginia 22911
- 3.4** Payments made to the ENGINEER shall not be considered as evidence of satisfactory performance, either in whole or in part, of the services by the ENGINEER.

ARTICLE IV
PERFORMANCE SCHEDULE

- 4.1** The ENGINEER shall perform the services with such qualified personnel in sufficient numbers to complete the services according to the performance schedule included in the Letter of Agreement for each specific project.

ARTICLE V
GENERAL PROVISIONS

- 5.1** In the event that the ENGINEER fails to perform the services within the time pro-vided or within the other terms of the Letter of Agreement, the ACSA may, at its sole option, terminate the services of the ENGINEER. The ACSA shall send a written termination notice either by hand delivery or certified mail to the ENGINEER of such termination. Termination shall be effective ten (10) days after the date of mailing or when received by the ENGINEER, whichever is sooner. The ACSA shall not be required to honor requests for payment submitted for services initiated after the effective date of written termination. Upon written application by the ENGINEER prior to the actual date of termination, the ACSA may, at its discretion, expressly grant an extension of time to the ENGINEER to perform the services or cure any breach of the terms of the Letter of Agreement.
- 5.2** The ACSA and the ENGINEER bind themselves and any successors and assigns to this Agreement. The ENGINEER shall not assign, sublet, or transfer its obligations pursuant to this Agreement to any third party without the prior written consent of the ACSA. Nothing hereinafter mentioned shall be construed as creating any personal liability on the part of any officer, agent or employee of the ACSA. This Agreement shall not be construed as conferring benefits upon any person or entity other than to the ACSA and the ENGINEER.
- 5.3** The ENGINEER agrees to indemnify and hold harmless the ACSA, its elected officials, officers, agents, and employees from losses and damages occurring or resulting to any and all persons, firms or corporations, furnishing work, services, materials, or supplies due to the ENGINEER's negligence, failure to perform in

accordance with the standard of care set forth in Article 1.1 or with the terms of any applicable Letter Agreement, or intentional wrongdoing by the ENGINEER or any of its agents. This indemnification and hold harmless provision apply to all claims and losses resulting to any person, firm, or corporation who may be injured or damaged by the ENGINEER in the performance of this Agreement.

5.4 The parties hereto agree that the ENGINEER and any agents, or employees of the ENGINEER, in the performance of this Agreement, act in an independent capacity and not as officers, employees or agents of the ACSA.

5.5 During the performance of this Agreement, the ENGINEER agrees as follows:

- a. The ENGINEER shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the ENGINEER. The ENGINEER agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b. The ENGINEER shall provide a drug-free workplace for its employees. The ENGINEER agrees to: (1) Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the ENGINEER's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (2) State in all solicitations or advertisements for employees placed by or on behalf of the ENGINEER that the ENGINEER maintains a drug-free workplace; and (3) Include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to an ENGINEER in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution,

- c. The ENGINEER, in all solicitations or advertisements for employees, placed by or on behalf of the contractor, shall state that such ENGINEER is an Equal Opportunity Employer.
- d. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

a. Workman's Compensation and Employer's Liability

Coverage B - \$100,000 Per Occurrence

b. Automobile Liability, including Owned, Non-Owned, and Hired Car Coverage Limits of Liability:

Property Damage	\$1,000,000 each occurrence
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Single Limit \$2,000,000 each occurrence

Property Damage

Limits of Liability:

Property Damage	\$1,000,000 each occurrence
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Single Limit \$2,000,000 each occurrence

Property Damage

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- 2. Contractual Liability for Specified Agreement
- 3. Personal Injury
- 4. Medical Malpractice
- d. Professional Liability
 - Aggregate \$1,000,000
- e. Excess Liability Umbrella Form
 - Bodily Injury and (See Note 1)
 - Property Damage Combined

Note 1 – The intent of this insurance specification is to provide the coverage required and the limits expected for each type of coverage. With regard to the Automobile Liability and Comprehensive General Liability, the total amount of coverage can be accomplished through any combination of primary and excess umbrella insurance. However, the total insurance protection provided for Comprehensive General Liability protection or for Automobile Liability protection, either individually or in combination with Excess Liability Umbrella must total \$2,000,000 per occurrence.

Prior to commencing services under this Agreement, the ENGINEER shall furnish the ACSA with certificates of insurance which indicate the required coverage and that the ACSA has been named as an additional insured with regard to the automobile and comprehensive general liability insurance policies. No change, non-renewal, or cancellation of the insurance coverage mentioned herein shall be made without thirty (30) days prior written notice to the ACSA.

- 5.7** The ACSA reserves the right to terminate this Agreement in whole or in part at any time, for any reason and without penalty, by ten (10) days prior written notice delivered either by hand or certified mail to the ENGINEER. At the end of such period, the ENGINEER shall have discontinued all work and services and shall have delivered to the ACSA all records, drawings, field notes, plans, or other data completed or partially completed. These documents shall become and remain the property of the ACSA upon receipt of payment by the Engineer. Upon such termination, the Engineer shall be entitled to compensation only per the

terms of its written agreement with the ACSA, and only through the date of termination or date of receipt of notice, whichever is sooner.

5.8 The parties agree that all survey notebooks, reports, plans, drawings, studies, specifications, memoranda, estimates, and computations prepared by and for the ENGINEER in the performance under this Agreement, shall be and remain the property of the ACSA. Upon termination of this Agreement or completion of the services, the ACSA shall have the right to such documents without compensation to the ENGINEER. Such documents shall be promptly delivered by the ENGINEER to the ACSA upon demand. The ENGINEER shall not be responsible to the ACSA for liabilities resulting from the reuse of such documents for other sites, projects, or applications not related to this specific site.

5.9 All notifications made by the parties pursuant to this Agreement, except in those instances where certified mail is required, shall be sent by first class mail, post age prepaid, or hand delivered. All notifications, whether by certified mail or registered U.S. Mail, shall be sent, as the case may be, to the following:

Albemarle County Service Authority

Engineer

Quin Lunsford

Executive Director

Albemarle County Service Authority

168 Spotnap Road

Charlottesville, Virginia 22911

5.10 This Agreement and all Letters of Agreement constitute the entire agreement and understanding between the ACSA and the ENGINEER. This Agreement shall not be modified or altered, changed, or amended in any respect unless in writing and signed by the parties hereto.

5.11 Services contracted during any part of a term will continue through completion of the services without regard to the end of the term and without obligation by the ACSA to renew this Agreement.

5.12 Contractual claims and dispute resolution shall be conducted in accordance with the ACSA's Purchasing Manual's procedures.

5.13 This Agreement is made and entered into in Albemarle County, Virginia, and shall be governed by the law of the Commonwealth of Virginia and all disputes shall be initiated and litigated only in the General District Court or the Circuit Court of Albemarle County, Virginia.

IN WITNESS THEREOF, duly authorized representatives of the ACSA and the ENGINEER executed this Agreement on the date set forth above.

Albemarle County Service Authority:

Engineer:

By: _____
Chairman

By: _____

Title: _____

Attest: _____
Secretary/Treasurer

Attest: _____

