BACKGROUND: Authorization for three CIP Projects, all of which are included in the FY 2016 CIP Budget. The first authorization is for advertising of the Request for Proposals (RFP) to initiate the procurement process to select a contractor for the Water Tank Maintenance Program Project. The second authorization is for funding to cover Bid and Construction Phase Services on the Key West – Dunlora Water Connection Project. The third authorization is for the execution of the Memorandum of Agreement (MOA) between the County and ACSA that governs the project management and disbursement of grant funds for the Oak Hill Sewer Phase 2 Project.

DISCUSSION:
- Begins the competitive negotiation process to permit staff to select a contractor for the routine maintenance and inspection of our water storage tanks.
- Provides for Bid and Construction Phase assistance for the Key West – Dunlora Water Connection Project.
- Allows staff to execute the MOA as soon as the contract between the VDHCD and County has been executed.

BUDGET IMPACT: The funds requested for Bid and Construction Phase Services on the Key West – Dunlora Water Connection Project are within the budgeted amount anticipated in the CIP Budget.

RECOMMENDATIONS: Authorize funds and advertising for these projects to keep our CIP Project Schedule moving forward and improving our utility system.

BOARD ACTION REQUESTED: Approve the Consent Agenda.

ATTACHMENTS:
- Detailed memo of the proposed CIP authorizations.
- Request for Proposal prepared by ACSA staff for the Water Tank Maintenance Program Project.
Proposal from Michael Baker International for Bid and Construction Phase Services on the Key West – Dunlora Water Connection Project.

Memorandum of Agreement between the County of Albemarle and ACSA for the Oak Hill Sewer Phase 2 Project.
MEMORANDUM

To: Board of Directors  
From: Peter C. Gorham, P.E., Director of Engineering  
Date: January 11, 2016  
Re: FY 2016 CIP Authorizations  
cc: James M. Bowling, IV

The following projects require Board authorization:

A. Water Tank Maintenance Program: Our consultant, Michael Baker International (Baker) has completed the Final Technical Memorandum for the Water Storage Tank Maintenance Program. Baker has recommended that the ACSA procure services for tank washouts and inspection services over a period of five years using a Request for Proposals (RFP) process. Attached is a copy of the main portion of the RFP, exclusive of the two attachments, that includes general information, bidder qualifications, and evaluation criteria.

Board Action
We request the Board of Directors authorize the advertisement of the Request for Proposals related to the Cleaning and Inspection of the ACSA’s Water Storage Tanks.

B. Key West – Dunlora Water Connection Project: ACSA staff has developed a Scope of Services for Bid & Construction Phase Services for the Key West – Dunlora Water Connection Project. Attached is a letter dated December 21, 2015 from Baker with their fee proposal for providing those services. The ACSA staff has reviewed this proposed fee and finds it satisfactory. The estimated cost for Bid & Construction Phase Services is $41,671.

Board Action
We request the Board of Directors appropriate $41,671 from the FY 2016 3R Fund for Bid & Construction Phase Services for the Key West – Dunlora Water Connection Project.
C. Oak Hill Sewer Phase 2 Project: In response to the County’s recently receiving a Community Development Block Grant (CDBG) from the Virginia Department of Housing and Community Development, the ACSA has been presented with a Memorandum of Agreement (MOA). The purpose of this MOA is to set forth the terms, conditions, and responsibilities for the use of CDBG funds for the installation of public sanitary sewer in the Oak Hill neighborhood. Attached is the MOA between the County of Albemarle and the ACSA. The ACSA staff and legal counsel have reviewed the MOA and find it satisfactory.

Board Action
We request the Board of Directors authorize the ACSA Executive Director to execute the MOA between the County of Albemarle and the ACSA.
REQUEST FOR PROPOSAL
Request for Services Related to the Cleaning and Inspection
of the ACSA’s Water Storage Tanks

January 31, 2016

I. Background
The Albemarle County Service Authority (ACSA) provides water distribution and wastewater collection services to more than 18,000 customers with over 340 miles of waterline and 250 miles of sewer line within our service area, including the urban areas of Albemarle County, and nearby communities of Scottsville, Crozet, and Red Hill. The ACSA will select one firm to provide the services requested using the Competitive Negotiation Procedures for Professional Services as outlined in the Virginia Procurement Act. The ACSA shall enter into a five-year term contract with the selected firm. Services contracted during any part of the term will continue through completion of the services without regard to the end of the term and without obligation to renew the agreement.

II. Description of Services
The project will consist of tank washout, exterior and interior inspection of tanks, disinfection services and the preparation of a report summarizing findings for the following eight water tanks:

<table>
<thead>
<tr>
<th>Tank</th>
<th>Capacity (Gallons)</th>
<th>Tank Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stony Point (Scottsville)</td>
<td>300,000</td>
<td>Steel Standpipe</td>
</tr>
<tr>
<td>Ednam Forest</td>
<td>300,000</td>
<td>Steel Standpipe</td>
</tr>
<tr>
<td>Avon Park</td>
<td>253,000</td>
<td>Bolted Steel Standpipe with Fused Glass Coating</td>
</tr>
<tr>
<td>Mosby Mountain</td>
<td>183,000</td>
<td>Bolted Steel Standpipe with Fused Glass Coating</td>
</tr>
<tr>
<td>Ashcroft Upper</td>
<td>158,000</td>
<td>Bolted Steel Standpipe with Fused Glass Coating</td>
</tr>
<tr>
<td>Ashcroft Lower</td>
<td>10,000</td>
<td>Steel Ground Tank</td>
</tr>
<tr>
<td>Northfields</td>
<td>5,000</td>
<td>Hydro-pneumatic Steel Tank</td>
</tr>
<tr>
<td>Red Hill</td>
<td>10,000</td>
<td>Hydro-pneumatic Steel Tank</td>
</tr>
</tbody>
</table>

Refer to Table 1 (attached) for detailed information concerning each water tank.
Facility Access
Tank sites will be available between the hours of 7:30 am and 5:00 pm, Monday through Friday to perform cleaning and inspection services. Required visits outside this time may be scheduled in advance with the ACSA. All of the facilities will have access to electrical service with the exception of Mosby Mountain. The Contractor should be prepared to provide water service to each of the tanks.

Maintenance of Service
Stony Point (Scottsville), Ednam Forest, Avon Park, and Mosby Mountain all use existing recirculation valves in the supply pump stations to maintain system pressures while the tanks are offline. The firm selected will be responsible for providing temporary tanks where necessary and assist the ACSA with hookups to maintain water service during the inspection of the remaining tanks. A temporary non-pressurized water storage tank will be needed to maintain on-site water storage when the Ashcroft Lower Tank is taken offline. Temporary hydro-pneumatic tanks will be required when the Ashcroft Upper, Northfields, and Red Hill tanks are taken offline. The ACSA will be responsible for draining and taking each tank out of service prior to washout and inspection.

Tank Washout
Includes all labor, materials and incidentals required in order to provide tank washouts in accordance with the proposed schedule. Tanks will be drained and ready for cleaning.

1. Wash out tanks with low volume, moderate pressure.
2. Spray water on all surfaces to remove as much residue as possible.
3. Remove all mud, silt, and other accumulations that may be harmful to the tank or to water quality.
4. Remove fallen aluminum cathodic protection anodes.
5. The ACSA will be responsible for disposing of sediments and other foreign materials removed from tanks.

Exterior/Interior Inspection
Upon completion of tank washout, visual inspection of exterior and interior of tank shell commence. Includes all labor, materials and incidentals required in order to provide exterior and interior inspections to ensure tank is sound, water tight, and in working order in accordance with the proposed schedule. The inspection work shall be performed in conformance with all applicable AWWA standards and local, state, and federal regulations. Following tank washout, tanks will be ready for inspection.
1. Inspection should include foundation, container, sanitary conditions, OSHA safety compliance items, vent and overflow, access hatches, roof manholes, ladders, railings, gauges, lights, level indicators, and antennas.

2. Inspection should include an examination of exterior and interior coating systems.

3. In addition to the above, glass lined bolted steel tanks should be inspected for:
   a. The accumulations of dirt and weeds from around the outside base of the tank, which may trap moisture and accumulate corrosion.
   b. The condition of the glass coating and caulk sealing glass lined steel panels and bolts.

4. Install new rubber gasket at manways and fasten or reinstall any tank hatches or manways opened during inspection.

5. Disinfect tank interior in accordance with AWWA C652, Standard for the Disinfection of Water Storage Facilities.

6. Coordinate with the ACSA regarding filling, disinfecting, testing and restoring the subject tank to service. The ACSA will be responsible for performing the bacteriological testing for the disinfected tanks. The Contractor will be responsible for additional costs associated with failing bacteriological tests including labor, water, and re-disinfection. The Contractor will also be responsible for correcting any leaks that may occur when refilling tanks.

Report
Includes all labor, materials and incidentals to provide a comprehensive report for each tank with photos, description of issues identified, recommendations, and estimate of probable cost for repairs/rehabilitation. Recommendation should include structural repairs, exterior and interior coating systems, and sanitary or safety hazards. Report should provide an estimate of life expectancy of existing coatings. The report shall be submitted to ACSA within 30 calendar days from the date of inspection. Three hard copies of each report and an electronic submittal (pdf format) shall be provided to the ACSA.

Minimum Bidder Qualification
The successful firm shall have at a minimum the certifications and experience listed below. Information supporting these qualifications is to be submitted with the proposal.

1. Field Inspector and report preparer must be NACE Coating Certified and have at least five (5) years of water storage tank inspection experience.

2. Firm must have conducted a minimum of fifty (50) elevated and/or water ground storage tank inspections in the last five (5) years and be able to provide a list of at least five (5) recent completed projects.
3. Firm must have been in the tank inspection business for at least the last (10) years.
4. Firm must not have any current pending litigation.
5. Field Inspector for Hydro-pneumatic tanks must be experienced in American Society of Mechanical Engineers (ASME) standards, and be qualified as a National Board of Boiler and Pressure Vessel (NBO) or American Petroleum Institute (API) inspector.

III. Qualifications Package Contents
The firm shall provide six (6) copies of their qualifications for the above mentioned services. The qualifications shall include the following:
1. Letter of Interest
2. Specific Point of Contact
3. Location of Office Where Majority of Services will be conducted
4. Related project experience (five most relevant projects within the past five years)
5. Resumes of Key Individuals (limit to one page each)
6. List of Services to be Sub-Consulted and Potential List of Sub-Consultants
7. List of Five References Including Name, Address, and Telephone Number of Contact Person
8. Hourly rate structure for each representative of the firm to be assigned to the project by name and position/title. Describe any other direct costs not included in hourly rates, and provide an estimated overall fee for services. This fee is a nonbinding estimate and final costs for services will be based on the final scope and contract negotiations with the selected firm.

IV. Qualifications Evaluation Criteria
In determining a firm to be fully qualified and best suited to perform the services, the ACSA will consider the following factors (the weighted percentage used in the evaluation is given with each of the factors):
1. Qualifications and Depth of Key Personnel (40%)
2. Firm's Experience with Similar Size and Type of Projects (40%)
3. Geographic Location of Personnel Working on Projects (5%)
4. References (15%)

V. Evaluation of Criteria
The ACSA will evaluate each of the qualifications received using the criteria stated in Section IV. Following evaluation of the written proposals as submitted, selection shall be made of two or more firms deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal. At the option of the ACSA, firms may be required to give an oral presentation to clarify
or elaborate on their proposal. Negotiations shall then be conducted with the selected firms. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted, the ACSA shall determine which firm has made the best proposal and may award the contract to that firm. Should the ACSA determine in writing and in its sole discretion that only one firm is fully qualified, or that one firm is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that firm.

Negotiations shall then be conducted, beginning with the firm with the highest preference. If a contract satisfactory and advantageous to the ACSA can be negotiated at a price considered fair and reasonable, the award shall be made to that firm. Should negotiations with this firm not be successful then the ACSA will begin negotiations with the next firm on the list and so on until such a contract can be negotiated at a fair and reasonable price.

The ACSA reserves the right to reject any and all proposals and waive any informality. The ACSA also reserves the right to award or not award a contract as may be in the best interest of the ACSA.

VI. Submissions and Deadlines
Six (6) copies of the qualifications in response to this request shall be submitted on or before 4:00 p.m. local time on __________ to the following address:

Peter C. Gorham, P.E.
Director of Engineering
Albemarle County Service Authority
168 Spotnap Road
Charlottesville, VA 22911

All inquiries concerning this Request for Qualifications should be directed to Peter C. Gorham, P.E., Director of Engineering at (434) 977-4511.

VII. Attachments
The following attachments are included for the preparation of proposals:
1. Table 1 – Summary of ACSA Water Storage Tanks
2. Table 4 – Recommended Water Storage Tank Maintenance Program
December 21, 2015

Mr. Michael Vieira, P.E.
Albemarle County Service Authority
168 Spotnap Road
Charlottesville, VA 22911-8690

RE: Dunlora Interconnect Project
Bid and Construction Phase Services

Dear Michael:

Pursuant to your request of December 18, 2015, Michael Baker International, Inc. (Michael Baker) is pleased to provide you with our Labor and Cost Breakdown spreadsheet to accompany the Scope of Services provided by the Albemarle County Service Authority (ACSA), dated December 17, 2015. Michael Baker’s proposal consists of the following components:

1. Bid Phase Services: Lump Sum ................................................................. $9,753.00
2. Construction Phase Services: Rate-based Hourly, Not to Exceed .......... $ 27,594.00
3. Record Drawings: Lump Sum ................................................................... $ 4,324.00

In addition to the Scope of Services outlined by the ACSA, Michael Baker will provide additional sets of final construction documents at a unit cost of $40.00 per set, if required.

Upon execution, please issue to us a formal Notice to Proceed. If you have any questions or need additional information, please do not hesitate to contact us. As always, we thank you for this opportunity to provide engineering services to the Albemarle County Service Authority.

Sincerely yours,
MICHAEL BAKER INTERNATIONAL, INC.

Chip Votava, P.E.
Program Manager

Enclosures: as noted

cc: Project File
## Dunlora Interconnect Project
### Bid and Construction Phase Services
#### Albemarle County Service Authority
**21-Dec-15**

<table>
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<tr>
<th>TASK</th>
<th>Position Rate</th>
<th>LABOR CLASSIFICATIONS</th>
<th>DIRECT EXPENSES ($)</th>
<th>COST PER TASK ($)</th>
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<tr>
<td><strong>BID PHASE SERVICES</strong></td>
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<td></td>
<td></td>
<td></td>
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<tr>
<td>Attend Pre-Bid Meeting</td>
<td>120.00 $/HR</td>
<td>120.00 $/HR</td>
<td>200.00</td>
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<tr>
<td>Provide Clarification to Technical Questions</td>
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<td>120.00 $/HR</td>
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<tr>
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<td>75.00 $/HR</td>
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<td>Provide 20 Sets of Final Construction Documents (See Note 1)</td>
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<td>68.00 $/HR</td>
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<tr>
<td>Evaluate Bids and Make Recommendation</td>
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<td><strong>CONSTRUCTION PHASE SERVICES</strong></td>
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<tr>
<td>Provide Interpretation</td>
<td>24 0 4</td>
<td>24 0 4</td>
<td>24 0 4</td>
<td>$48.00</td>
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<tr>
<td>Attend Meetings (Assumes 4)</td>
<td>32 0 6</td>
<td>32 0 6</td>
<td>32 0 6</td>
<td>$48.00</td>
</tr>
<tr>
<td>Review Shop Drawings, RFI’s and Change Orders</td>
<td>24 0 4</td>
<td>24 0 4</td>
<td>24 0 4</td>
<td>$48.00</td>
</tr>
<tr>
<td>Review HCD Calculations and Mud Containment Plans</td>
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<td>16 0 2</td>
<td>16 0 2</td>
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<tr>
<td>Provide As-needed Inspection Services</td>
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<td>$800.00</td>
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<td><strong>RECORD DRAWINGS</strong></td>
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<tr>
<td>Prepare Record Drawings</td>
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<td>8 32 0</td>
<td>8 32 0</td>
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<td><strong>SUB-TOTAL</strong></td>
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<td>$2,400.00</td>
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<td><strong>TOTALS</strong></td>
<td>311</td>
<td>$3,875.00</td>
<td>$41,671.00</td>
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</tbody>
</table>

**Note 1:** Additional sets of final construction documents at a unit cost of $40.00 per set, if required.
MEMORANDUM OF AGREEMENT

This Agreement is made this ______ day of ______________, 2016, by and between the COUNTY of Albemarle, Virginia, hereinafter called COUNTY and the Albemarle County Service Authority (ACSA).

I. **Purpose:** The purpose of this Agreement is to set forth the terms, conditions, and responsibilities for the use of $285,000 of Community Development Block Grant Funds (CDBG) for the installation of sanitary sewer in the Oak Hill Neighborhood.

II. **Project:** The COUNTY has received a Community Improvement Grant from the Virginia Department of Housing and Community Development (DHCD) to partially fund the construction of sanitary sewer lines to serve twenty (20) existing residential units in the Oak Hill subdivision and to install laterals to each unit with the owner and/or occupant who executes a user agreement. Specific activities to be funded with CDBG funds are provided in the project budget attached to this Agreement and any future approved budget revisions. This project is to be developed in accordance with all applicable Federal and State laws, regulations, and procedures, including the 2014 CDBG Project Management Manual, as amended from time to time.

III. **Term of Agreement:** The term of this Agreement shall be from on or about January 25, 2016 through December 31, 2016. All responsibilities outlined below shall be undertaken and completed in a manner to assure their expeditious completion in light of the purpose of this Agreement.

IV. **COUNTY’S Responsibilities:** The COUNTY shall have the following responsibilities:

**Construction Activities:**

i. The COUNTY shall monitor the status of construction activities related to the development particularly those activities financed through the CDBG Agreement by assigning staff from the County’s Office of Housing to periodically meet with ACSA’s project manager reporting the status weekly to the grants administrator.

ii. The COUNTY shall ensure ACSA’s compliance with applicable procurement regulations, including Appendix 10 of the 2014 CDBG Grant Management Manual.

iii. The County shall ensure compliance with the Federal Labor Standards, including requesting the wage decision, participating in the pre-bid and pre-construction conference
to respond to questions related to the labor standards, conducting employee interviews, reviewing weekly payrolls, and enforcing any necessary wage restitution.

iv. The COUNTY shall advertise to solicit minority- and female-owned businesses and local businesses in accordance with the 2014 CDBG Grant Management Manual, provide names of all respondents to all potential bidders for CDBG-funded construction contracts, and maintain proof of providing names to all potential bidders in the project files.

v. The County shall review any change orders and submit them to DHCD for a timely review and approval.

2) **Construction Payments:** The COUNTY shall make timely payments for construction draws submitted by ACSA with the approval of the project engineer and the project manager in accordance with the construction contract disbursement schedule.

3) **Communication:** The COUNTY will keep ACSA apprised of communications between DHCD and the COUNTY that may affect the Project.

V. **ACSA Responsibilities:** ACSA shall have the following responsibilities:

1. ACSA shall designate a project manager/project engineer to develop plans and specifications for the construction of sanitary sewer lines associated with this project.

2. ACSA shall solicit bids and award one or more construction contracts for the construction of the sewer lines in accordance with applicable procurement regulations, including Appendix 10 of the 2014 CDBG Grant Management Manual.

3. ACSA shall assign a resident inspector to the project to monitor construction daily, maintaining a daily log, and providing the County a weekly summary of activity. The resident inspector will also act as contact for the County's labor compliance officer and will provide assistance to County staff that are on-site from time-to-time.

4. ACSA shall assist the County in ensuring compliance with applicable federal labor standards to include collection of weekly payrolls and all associated supporting documentation for submission to the County. ACSA shall also assist the County in performing required employee interviews.

5. ACSA shall provide the County documentation of at least $528,950 in committed match as noted in the budget submitted with the grant application. Documentation required shall include timesheets of assigned staff, copies of invoices and cancelled checks for payments.
to engineers, contractors and subcontractors, and documentation to support costs of easements.

6. ACSA shall assist the County as necessary to resolve any payroll issues with the contractor or any subcontractors including, but not necessarily limited to, wage restitution.

Staff: ACSA shall solely be responsible for the hiring, training, paying and supervising of its staff assigned to manage the activities associated with the project. Said staff shall not be considered employee(s) of the COUNTY but shall work with County staff in monitoring the project activities. Assigned staff shall maintain timesheets signed by the employee and supervisor documenting all hours working on the project.

Procurement/Contracting: ACSA shall be responsible for all bid, design, and construction services including plat preparation. ACSA shall also be responsible for the costs associated with easements required to carry out the project.

ACSA shall provide the COUNTY with the scope of work and specifications prepared by its engineer. ACSA shall prepare a bid package(s), solicit bids, and award one or more construction contracts for the CDBG-funded work in accordance with the County’s written procurement policy and the Virginia Public Procurement Act. ACSA shall conduct one or more pre-bid and pre-construction conferences ensuring that the County is notified of all conferences.

ACSA shall provide the following to the County:
- Proof of advertisement
- Bid package including required federal inserts provided by the County
- Minutes of pre-bid conference(s)
- Bid tabulation (ACSA shall maintain copies of all bids which may be accessed by the County upon request)
- Notice of award
- Minutes of pre-construction conference(s)
- Notice to proceed

Project Sign: ACSA shall construct or have constructed a project sign which conforms, at a minimum to the sign requirements found in Appendix 23 of the 2014 CDBG Grant Improvement Manual. An electronic version of the DHCD logo suitable for printing is available upon request. Until such time that the project sign is erected, ACSA shall notify the Oak Hill residents of the status of the project at least
quarterly and conduct a community meeting prior to issuing the notice to proceed.

**Occupancy:** ACSA shall be responsible for ensuring that at least 51% of the benefiting residents of housing units are low- and moderate-income (LMI) residents. LMI residents shall be connected to the new sewer service at no cost with connection fees being waived and laterals being constructed in whole or in part with CDBG funds. LMI residents are persons who are members of a household whose cumulative household annual income is at or below 80% of the median income of Albemarle County for their household size. ACSA shall provide the COUNTY with beneficiary reports no later than July 1 of each year through project completion. The COUNTY shall have the right to inspect ACSA’s beneficiary files upon written request.

**Federal and State Agreement Requirements:** ACSA shall abide by all applicable Federal and State Agreement Requirements, subparts A-H, also known as "Attachment to All Non-construction Contracts", as found in Attachment 10 of the 2014 CDBG Grant Improvement Grant, which are attached and made part of this Agreement.

**Notification of Delay:** ACSA shall notify the COUNTY, in writing, and the COUNTY shall notify ACSA, in writing, as soon as either has knowledge that an event has occurred that will delay or prevent the timely completion of the project.

2) **Retention of Records:** ACSA shall maintain all records relating to this project and make such records available to the COUNTY upon request. Such records shall be maintained for a period of five (5) years from final closeout of the CDBG Agreement and shall be available during regular business hours for inspection and audit. The COUNTY will be responsible for notifying ACSA as to when final closeout has been achieved.

**VI. Status of Project Documents:** All project documents produced under this Agreement shall be considered joint property of the COUNTY and ACSA upon completion.

**VII. Indemnification:** ACSA shall maintain its own liability insurance policy, on which the COUNTY shall be an additional named insured.

Funding for this project is being provided through a federal Community Improvement Grant in an amount of up to $300,000. In the event of default of this Agreement, the COUNTY of Albemarle, the Virginia Department of Housing and Community Development, and/or the U.S. Department of Housing and Urban Development may recall all or a
part of said Community Improvement Grant. In the event said Grant is recalled in full or in part, ACSA shall reimburse the COUNTY for the full amount of such recall, up to $300,000.

VIII. Termination of Agreement:

1) Termination for Convenience: Any party may terminate this Agreement by giving sixty (60) days written notice to the other parties.

2) Termination for Default: If ACSA and/or its agents or assigns fails to perform the services specified in this Agreement or any extension, or if the ACSA and/or its agents or assigns fail to comply with any other provisions of this Agreement, the COUNTY may terminate this Agreement for default. The COUNTY shall terminate by delivering to ACSA a Notice of Termination specifying the nature of the default. Thereafter, if the COUNTY determines for any reason that neither party was in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued pursuant to termination for convenience of the COUNTY. The rights and remedies of the COUNTY provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

3) Opportunity to Cure: The COUNTY in its sole discretion may, in the case of a termination for breach or default, allow ACSA ten (10) working days in which to cure the defect. In such case, the Notice of Termination shall state the time period in which cure is permitted and other appropriate conditions.

IX. Correspondence: Any notice or communication required or allowed by this Agreement shall be sent to the parties given below:

ALBEMARLE COUNTY SERVICE AUTHORITY
Gary B. O'Connell
Executive Director
168 Spotnap Road
Charlottesville, Virginia 22911

COUNTY
Thomas C. Foley
COUNTY Executive
401 McIntire Road
Charlottesville, Virginia 22902
X. **Assignability:** ACSA may assign or subcontract its interest in or obligation under this Agreement, and transfer its interest in the same (whether by assignment or novation) with the prior written consent of the COUNTY thereto, which such consent shall not be unreasonably withheld.

XI. **Binding on Parties, Successors, and Assigns:** This Agreement shall be binding on the parties hereto, their respective heirs, devisees, successors, and assigns, and cannot be varied or waived by any oral representations or promise of any agent or other person of the parties hereto unless the same is in writing signed by the duly authorized agent or agents who executed this Agreement.

XII. **Governing Law:** This Agreement shall be governed by and construed, interpreted, and endorsed in accordance with the laws of the Commonwealth of Virginia.

XIII. **Entire Agreement:** This writing contains all the agreements between the parties and there are no agreements, representations of warranties, except as contained herein. This Agreement may not be amended except in writing, signed by all parties.

In witness whereof, the COUNTY and ACSA have executed this Agreement on this _____ day of ________, 2016.

 COUNTY of ALBEMARLE

BY

______________________________
Thomas C. Foley
County Executive

ALBEMARLE COUNTY SERVICE AUTHORITY

BY

______________________________
Gary B. O'Connell
Executive Director