

**ADDENDUM NUMBER 01**

**ISSUED: March 18, 2022**

**HALIFAX COUNTY SERVICE AUTHORITY  
TERM CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES**

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To Bidders:

This Addendum is hereby made a part of the Request For Proposal on which all proposals shall be based. Bidders shall note the following changes, additions, and/or clarifications and submit proposals accordingly.

This Addendum consists of one (1) page(s) and four (4) attachment(s) as follows:

- Agreement
- Exhibit 1 – Insurance Requirements
- Exhibit 2 – Negotiated Rate and Reimbursable Expense Schedule
- Exhibit 3 – Sample Project Task Order Form

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**AGREEMENT  
BETWEEN OWNER AND ENGINEER  
TERM CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES**

THIS IS AN AGREEMENT effective as of April, 2022 ("Effective Date") between  
Halifax County Service Authority ("Owner")  
and  
  
("Engineer").

Owner and Engineer hereby agree as follows:

**ARTICLE 1 – AGREEMENT TERM**

**1.1 Contract Term**

- A. Task Orders may be issued during the one year following the Effective Date of this Agreement. This period shall be referred to as the "Contract Term." If a Task Order is issued during the Contract Term which, in the aggregate total of it, all previously issued Task Orders and any Change Orders to the previous Task Orders, reaches the \$1,000,000 limit, then no further Task Orders may be issued during the Contract Term. It is understood that the Engineer's Services under the Task Orders issued may not be completed during the Contract Term; however, all terms and conditions of this Agreement, including all rights and obligations, shall survive until the Work is completed, except the Owner's right to issue, and the Engineer's right to accept, additional Task Orders.

- B. At the sole discretion of Owner, the Agreement may be extended for up to four (4) additional one-year Contract Terms. If the Owner exercises its option to renew, the second Contract Term shall begin one year from the Effective Date of this Agreement or the date that the Owner notifies the Engineer that the option to renew is being exercised, whichever occurs first. A new aggregate limit of \$1,000,000 shall apply to any additional Contract Term, without regard to the dollar amounts of Project Task Orders issued during the previous year of the Contract. Any unused amounts from the previous Contract Term shall not carry forward to the second Contract Term.

## **ARTICLE 2 – SERVICES AND FEES OF ENGINEER**

### **2.1 Scope**

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in the Exhibits.
- B. Engineer's fees shall be negotiated individually for each Project Task Order ("Task Order") assigned to Engineer.
- C. Labor rates and reimbursable expenses shall be in accordance with Engineer's negotiated billing rate schedule as provided in the Exhibits and shall remain fixed for the duration of the Contract Term unless otherwise agreed to by Owner and Engineer.
- D. No individual Task Order fee shall exceed \$250,000 and the aggregate total of all fees for all Task Orders issued during the Contract Term shall not exceed \$1,000,000. The Owner and Engineer shall mutually agree upon the lump sum amount of each Task Order based on the Scope of Services required.
- E. In emergency situations or for investigations or similar work where an estimate of time and effort required cannot reasonably be determined to establish a lump sum fee, the Task Order shall be issued to be paid on a Time and Materials basis per negotiated labor rates currently in effect as provided in the Exhibits plus agreed upon reimbursable expenses, if applicable. Such Task Orders shall usually include a "maximum" or "not-to-exceed" fee amount. The actual Task Order cost shall be based on the Engineer's accounting of its man-hours expended and reimbursable expenses incurred on the Task Order, submitted by classification, multiplied by negotiated classification rates.

## **ARTICLE 3 – OWNER'S RESPONSIBILITIES**

### **3.1 General**

- A. Owner shall have the responsibilities set forth herein.
- B. Owner shall pay Engineer as set forth in Article 5.
- C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all

programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.

- D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
1. any development that affects the scope or time of performance of Engineer's services;
  2. the presence at the Site of any Constituent of Concern; or
  3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

#### **ARTICLE 4 – SCHEDULE FOR RENDERING SERVICES**

##### **4.1 *Commencement***

- A. Engineer is authorized to begin rendering services as of the Effective Date.

##### **4.2 *Time for Completion***

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, shall be included in each respective Task Order, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

#### **ARTICLE 5 – INVOICES AND PAYMENTS**

##### **5.1 *Invoices***

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.
- B. *Separate Invoices:* Engineer shall prepare and submit a separate invoice for each Task Order. Such invoices shall clearly indicate Owner's designated project name and Task Order number.

## 5.2 *Payments*

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 45 days after receipt of Engineer's invoice, then:
  - 1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said forty-fifth day; and
  - 2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 5.01.
- D. *Sales or Use Taxes:* If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes.

## **ARTICLE 6 – OPINIONS OF COST**

### 6.1 *Opinions of Probable Construction Cost*

- A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

## 6.2 *Designing to Construction Cost Limit*

- A. If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in the Task Order.

## 6.3 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

## **ARTICLE 7 – GENERAL CONSIDERATIONS**

### 7.1 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 7.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
  - 1. Engineer and Owner shall comply with applicable Laws and Regulations.
  - 2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 7.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
  - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for

modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:

- a. changes after the Effective Date to Laws and Regulations;
  - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;
  - c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.
- G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2018 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in an exhibit or elsewhere in this Agreement.
- H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.
- K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- L. Engineer's services do not include providing legal advice or representation.
- M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar

matters concerning such products or issuances.

- N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

## 7.2 *Design Without Construction Phase Services*

- A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in the Exhibits. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in the Exhibits.

## 7.3 *Use of Documents*

- A. All Documents are Instruments of Service, and Owner shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Owner) whether or not the Project is completed. The Engineer shall not use these materials on any other work or release any information from these Instruments of Service without the express written consent of the Owner.
- B. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one electronic and original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations. If the Engineer creates a Building Information Model (BIM), Computer Aided Design and Drafting (CADD), Geospatial Information System (GIS) or other renderings of the project in digital design software, the Engineer shall deliver the final renderings and underlying digital data to the Owner at the completion of the Project.
- C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Engineer grants Owner a full license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations:
  - (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
  - (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors,

members, partners, agents, employees, and Consultants; (3) to the extent authorized by applicable law and without waiving sovereign immunity, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such license to Owner shall not create any rights in third parties.

- D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

#### 7.4 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

#### 7.5 *Insurance*

- A. Engineer shall procure and maintain insurance in accordance with industry-accepted practices and meeting the requirements of Exhibit 1 - Insurance. Engineer shall cause Owner and others to be listed as an additional insured as indicated in Exhibit 1.
- B. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.
- C. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary



insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.

- D. The Engineer shall be responsible for all costs resulting from its errors, omissions, and other breaches of applicable standards of care under Virginia law including, but not limited to , its own costs for labor and other in-house costs, any resulting Contractor Change Order costs including the costs for demolition, rework, modification of work that is already in place, or additional work necessitated by the error/omission, any Owner delay damages, any judgments, fines, or penalties against the Owner resulting from Engineer errors, omissions, and other breaches of the applicable standards of care. However, the Engineer shall not be responsible for the cost of correct the equipment or system which should have been originally specified, except that the Engineer shall be responsible for any increased costs, whether the result of inflation, reordering, restocking or otherwise, of incorporating the corrected Work into the Contractor's Contract Change Order.
- E. The Owner shall actively pursue reimbursement of costs resulting from the A/E's errors, omissions, or breaches of the applicable standard of care. Upon determination that there may be Engineer financial responsibility involved, the Engineer shall be contacted by the Owner. The Engineer shall be advised of the design deficiency, informed that it is the Owner's opinion that the Engineer may be financially responsible, and requested to provide a technical solution to the problem, including Cost Estimate. Upon notification of potential liability, the Engineer should coordinate with the Owner to determine required technical support and timing to minimize delay costs. Pending final decision by the Owner, the Engineer will be invited to attend all price negotiations with the Contractor for the corrective Work. The Engineer shall participate as a non-voting technical advisor to the Owner's negotiator. If the Engineer refuses to cooperate in the negotiations or disputes its responsibility, the Owner shall have the right to proceed with the remedial construction or Change Order negotiations without the Engineer.

Alternatively, where there is clearly a design error, the Engineer may discharge its financial responsibility through negotiation with, and direct payment to, the Contractor. This action must be participated in and approved by the Owner.

## 7.6 *Suspension and Termination*

### A. *Suspension:*

- 1. *By Owner:* Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.
- 2. *By Engineer:* Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 5.02.B, or in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 7.10.D.

### B. *Termination:* The obligation to provide further services under this Agreement may be terminated:

- 1. For cause,

- a. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
  - b. by Engineer:
    - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
    - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 7.10.D.
    - 3) Engineer shall have no liability to Owner on account of such termination.
  - c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 7.06.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. For convenience, by Owner effective upon Engineer's receipt of notice from Owner.
- C. *Effective Date of Termination:* The terminating party under Paragraph 7.06.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- D. *Payments Upon Termination:*
1. In the event of any termination under Paragraph 7.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 7.03.
  2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 7.06.D.1, to invoice Owner and receive payment of a reasonable amount, as mutually agreed upon, for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of

terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in an exhibit or elsewhere.

#### 7.7 *Controlling Law*

- A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.

#### 7.8 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 7.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
  - 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
  - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
  - 3. Owner agrees that the substance of the provisions of this Paragraph 7.08.C shall appear in the Construction Contract Documents.

#### 7.9 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights at law.

#### 7.10 *Environmental Condition of Site*

- A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.

- C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on a seven day notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

#### 7.11 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants.
- B. *Indemnification by Owner:* To the extent authorized by applicable law and without waiving sovereign immunity, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, to the extent caused by Owner's negligence..
- C. *Environmental Indemnification:* To the fullest extent permitted by Laws and Regulations,

and without waiving sovereign immunity, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorney's fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

- D. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- E. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

7.12 *Mutual Waiver:* To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes, except where noted. *Records Retention*

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

7.13 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

- D. *Waiver*: A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims*: To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

## ARTICLE 8 – DEFINITIONS

### 8.1 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibit(s) hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the Exhibits, or in the following definitions:
  - 1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
  - 2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with the Exhibit(s) of this Agreement.
  - 3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 9.01 and any duly executed amendments.
  - 4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
  - 5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with the Exhibits of this Agreement.
  - 6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
  - 7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.

8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
10. *Construction Contract Documents*—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.
11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner’s costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner’s work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer’s independent professional associates and consultants; subcontractors; or vendors.
16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.

17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. *Engineer*—The individual or entity named as such in this Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer as an Additional Service and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.
27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in the related exhibit.
28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which



such portion of the Work will be judged.

29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner’s costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.
37. *Work Change Directive*—A written directive to Contractor issued on or after the effective

date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. *Day:*

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

## **ARTICLE 9 – EXHIBITS AND SPECIAL PROVISIONS**

### **9.1 *Exhibits Included:***

- A. Exhibit 1 - Insurance Requirements
- B. Exhibit 2 - Negotiated Rate and Reimbursable Expense Schedules
- C. Exhibit 3- Project Task Order - Any and all duly executed Task Orders outlining Engineer's Services, fees, schedule(s), and special conditions for individual Projects assigned to Engineer under this Agreement are hereby included.

### **9.2 *Total Agreement***

- A. This Agreement, (together with the Exhibit(s) included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties.

### **9.3 *Designated Representatives***

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

### **9.4 *Engineer's Certifications***

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 9.04:
  1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
  3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons

or their property to influence their participation in the selection process or affect the execution of the Agreement.

B. Authorization to Transact Business

1. Engineer certifies that, if it is organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership, it is authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia, or as otherwise required by law, and that it shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the Agreement. Engineer understands and agrees that the Owner may void this Agreement if Engineer fails to comply with these provisions.

9.5 *Employment Discrimination Prohibited*

A. During the performance of this contract, Engineer agrees as follows:

1. The Engineer will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  2. The Engineer, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
  3. 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.
- B. The Engineer will include the provisions of the foregoing paragraphs 1, 2 and 3 in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

9.6 *Drug-free Workplace to be Maintained by Engineer*

- A. During the performance of this contract, the Engineer agrees to (i) provide a drug-free workplace for the Engineer's employees; (ii) 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; (iii) 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 (iv) 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 subconsultant, subcontractor or vendor.

**IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.**

Owner: Halifax County Service Authority      Engineer: \_\_\_\_\_

By: \_\_\_\_\_ By: \_\_\_\_\_

Print name: Mark S. Estes      Print name: \_\_\_\_\_

Title: Executive Director      Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_ Date Signed: \_\_\_\_\_

Engineer License or Firm's Certificate No. (if required):

Commonwealth of: Virginia

Address for Owner's receipt of notices:  
Halifax County Service Authority

Address for Engineer's receipt of notices:

2529 Houghton Avenue

South Boston, Virginia 24592

Designated Representative (Paragraph 9.03.A):  
Mark S. Estes

Designated Representative (Paragraph 8.03.A):

Title: Executive Director      Title: \_\_\_\_\_

Phone Number: 434-575-4240      Phone Number: \_\_\_\_\_

E-Mail Address: [mestes@hcsa.us](mailto:mestes@hcsa.us)      E-Mail Address: \_\_\_\_\_

**Insurance**

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Paragraph 7.05 of the Agreement is supplemented to include the following agreement of the parties:

E1- 7.05 *Insurance*

A. The limits of liability for the insurance required by Paragraph 7.05.A and 7.05.B of the Agreement are as follows:

1. By Engineer:

- a. Workers' Compensation: Statutory
- b. Employer's Liability --
  - 1) Bodily injury, each accident: \$100,000
  - 2) Bodily injury by disease, each employee: \$100,000
  - 3) Bodily injury/disease, aggregate: \$500,000
- c. General Liability --
  - 1) Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
  - 2) General Aggregate: \$2,000,000
- d. Excess or Umbrella Liability --
  - 1) Per Occurrence: \$1,000,000
  - 2) General Aggregate: \$1,000,000
- e. Automobile Liability Combined Single Limit (Bodily Injury and Property Damage):  
\$1,000,000
- f. Professional Liability --
  - 1) Each Claim Made \$1,000,000
  - 2) Annual Aggregate \$2,000,000

B. Additional Insureds:

- 1. The Engineer's general liability, automobile liability, and umbrella or excess policies shall include and list Owner and its respective officers, directors, members, partners, employees, and agents as additional insureds.

EXHIBIT 2 - SAMPLE - NEGOTIATED RATE AND REIMBURSABLE EXPENSE SCHEDULE

Firm Name:	XYZ Engineering Firm
Task Order #:	1
Task Order Name:	Sample Water Line Installation Project
Task Order Description:	Provide Survey, Mapping, and Design Services for approximately 1,000 LF of 8" Water Main along Water Street, in South Boston, VA

Manhour Estimate

Item Description	Billable Rates	Project Manager	Project Engineer	CADD Tech \$40.0	Office Manager	Chief Surveyor	Survey Party	Totals
1 Project Set up		2						2
2 Schedule Survey Crew						2		2
3 Survey Project							25	25
4 Base Map Preparation				30				30
5 Layout and design			20					20
6 Notes, details, etc				20				20
7 30% Submittal		1						1
8 30% Meeting and Site Visit		4						4
9								0
10								0
Total Manhours		7	20	50	0	2	25	104
Hrs Total Dollars		\$350.00	\$900.00	\$2,000.00	\$0.00	\$90.00	\$3,125.00	\$6,465.00

NOTE: THIS IS A VERY SIMPLE SAMPLE SCHEDULE OF BILLABLE RATES AND HOURS. THIS IS BY NO MEANS COMPLETE ACTUAL SCHEDULES SUBMITTED FOR EACH TASK ORDER SHOULD INCLUDE BILLABLE RATES AND HOURS FOR ALL DISCIPLINES USED ON A PROJECT TO INCLUDE SUB-CONSULTANTS

This is **EXHIBIT 3**-, referred to in and part of the **Agreement between Owner and Engineer, Term Contract for Professional Engineering Services** dated April \_\_, 2022.

**PROJECT TASK ORDER NUMBER [Insert Number]  
TERM CONTRACT  
FOR  
PROFESSIONAL ENGINEERING SERVICES**

**Date:** [Insert Date]  
**Owner:** Halifax County Service Authority  
**Owner's Project Manager:** [Insert Name]  
**Engineer:** [Insert Firm Name]  
**Engineer's Project Manager:** [Insert Name]  
**Project Name:** [Insert Name]

This Project Task Order is issued pursuant to the Term Contract for Professional Engineering Services, dated April \_\_, 2022, and, if applicable, renewed on April, \_\_, 20\_\_, which is incorporated herein by reference.

**SCOPE OF SERVICES:**

The scope of engineering services to be performed under this Project Task Order is generally described as:

*[A more detailed description of the Scope of Services, if applicable, is attached to this Project Task Order and incorporated herein by reference.]*

The Terms and Conditions of the Term Contract for Professional Engineering Services shall apply to all Services performed under this Project Task Order.

*[Special Conditions or requirements, if applicable, are attached to this Project Task Order and incorporated herein by reference.]*

**TIME FOR COMPLETION:**

The Engineer agrees to perform all engineering and related services required for the completion of the above-described Scope of Services required by this Project Task Order by the following milestone date(s) or in accordance with the schedule attached hereto.

1. Conceptual Design/Studies/Analysis:
2. 30 Percent Design Plans, Cost Estimate, Walk Through:
3. 60 Percent Design Plans, Cost Estimate, Walk Through, Project Manual:
4. 90 Percent Design Plans, Cost Estimate, Walk Through, Project Manual, Project Schedule:
5. 100 Percent Final Plans, Cost Estimate, Project Manual, Project Schedule:
6. Bid-Ready Plans, Permits, Project Manual:



**CONTRACT AMOUNT:**

The Engineer agrees to perform all engineering and related services required for the completion of the above-described Scope of Services required by this Project Task Order [for the lump sum amount of \_\_\_\_\_ (\$\_\_\_\_\_), which sum shall include the cost of all usual project expenses such as travel, long distance telephone and printing expenses as indicated in the Scope of Services.]

[ or ]

[at the negotiated hourly rates currently in effect with a maximum or not-to-exceed amount of \_\_\_\_\_ (\$\_\_\_\_\_), which sum shall include the cost of all usual project expenses such as travel, long distance telephone and printing expenses as indicated in the Scope of Services.]

Chief Engineer Initial's: \_\_\_\_\_

Executive Director Initial's: \_\_\_\_\_

In witness whereof the undersigned have executed this contract on the dates set forth below of their respective signatures.

Owner: Halifax County Service Authority Engineer: \_\_\_\_\_

By: \_\_\_\_\_ By: \_\_\_\_\_

Print name: \_\_\_\_\_ Print name: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_ Date Signed: \_\_\_\_\_

**Attachments:**

- 1. Task Order Proposal (Scope of Services)