

5.9 Appendix I – Reimbursement Agreement

REIMBURSEMENT AGREEMENT

THIS AGREEMENT, made this ___ day of _____, 20__, by and between _____, a Virginia _____ *[if applicable, fill in corporation, limited liability company, or partnership]* (hereinafter referred to as the "Owner"), and the COUNTY OF SPOTSYLVANIA, VIRGINIA, a political subdivision of the Commonwealth of Virginia (hereinafter referred to as the "County"):

WHEREAS, the Owner is improving a certain parcel of land located in Spotsylvania County, shown on the County Tax Map as _____, hereinafter referred to as the "Property," which is to be developed as a development known as “_____” (herein "the Project"); and,

WHEREAS, the site plans by _____ *[fill in name and title of engineer]*, titled “_____” and dated _____ (hereinafter referred to as the "Plans"), include ___ feet of sewer line, ___ feet of water line, and all necessary appurtenances, some of which shall be located under paved public rights-of-way; and,

WHEREAS the Plans were approved by the Spotsylvania County Department of Utilities on _____,

WHEREAS, as part of the development of the Project, the Owner has submitted an application for and received a permit to construct the public facilities shown on the Plans, as the same were last revised and approved, to serve the Project; and,

WHEREAS, the Virginia Department of Transportation (“VDOT”) maintains certain paved public-rights-of-way that have been dedicated to the Commonwealth of Virginia or County

and has requested that County oversee the construction of utility lines within or under such rights-of-way; and,

WHEREAS, the County has requested the Owner enter into this Agreement to reimburse to the County for all costs and expenses connected with the inspection, compaction, and all associated geotechnical services to be performed by the County, its agents, or contractors, in regard to the construction of public water and sewer facilities under pavement and roadways in the VDOT right-of-way, in satisfaction of VDOT's requirements and [Section 3.2.3.8.1](#) of the Spotsylvania County Water and Sewer Design and Construction Standards Manual.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH: That for and in consideration of the premises and the covenants and agreements set out herein, the Owner and the County agree as follows:

- A. The Owner has obtained VDOT approval of the Plans showing the installation of public water and sewer facilities under the pavement or within the roadway.
- B. The Plans have been approved by the Spotsylvania County Department of Utilities as being in accordance with the Spotsylvania County Water and Sewer Design and Construction Standards Manual.
- C. The Owner understands the requirements of the Spotsylvania County Water and Sewer Design and Construction Standards Manual and hereby agrees to reimburse the County for the County's costs and expenses associated with geotechnical services to be performed in connection with the installation of public water and sewer facilities under pavement and roadways in the VDOT right-of-way, as shown on the Plan, as the same was last revised and approved.
- D. The Owner and the County agree to the following general provisions as governing this agreement:
 1. The County will send the Owner monthly invoices for work performed by the County's geotechnical engineer.

2. The County shall review all reports in a timely fashion and notify the Owner of the results. The County will forward copies of all reports to the Owner as requested.
3. Payment to the County for reimbursement of costs associated with the construction of public utilities, as referenced in paragraphs above, shall occur within thirty (30) days of receipt of an invoice.
4. This Agreement shall be binding upon the Owner, its successors and assigns.
5. In the event either party to this Agreement shall fail to comply with the provisions of this Agreement, the aggrieved party shall have available to it all remedies at law or in equity, to enforce the terms of the Agreement or to obtain compensation for damages resulting from any default.
6. The phrase “costs and expenses” shall include, without limitation, all direct and indirect costs of the work indicated, specifically to include all inspection, compaction, and laboratory services and payment of all fees.
7. Nothing contained herein shall be interpreted or operate to create a relationship of partners, joint ventures, brokers, agency or employment between the parties. It is agreed that no party shall act as the agent for the other party without an express written authorization to act as an agent. Each party shall maintain sole and exclusive control over its employees, contractors, agents and operations.
8. The parties agree that each party shall be solely responsible for the simple negligent acts or omissions of its employees causing harm to persons not a party to this Agreement. Any third party contractors selected to provide services pursuant to this Agreement shall provide proof of such insurance as may be requested by the County. Nothing in this Agreement shall be deemed a waiver of the sovereign immunity of the Commonwealth of Virginia.
9. Should any section or part of any section of this Agreement be rendered void, invalid or unenforceable for any reason by any court of law exercising competent jurisdiction, such a determination shall not render void, invalid

or unenforceable any other section or part of any section of this Agreement.

The representations made in the premises of this Agreement are to be construed as terms of this Agreement.

10. This Agreement may not be assigned without the prior written consent of all parties.
11. This Agreement contains the entire understanding of the parties and supersedes all prior oral or written agreements. No party has relied on any oral or written representation of the other unless such representation is incorporated in this Agreement. This Agreement may not be modified except by written document signed by all of the parties.
12. This Agreement shall be governed, interpreted and construed under the laws of the Commonwealth of Virginia and any dispute arising from this Agreement shall be submitted to a proper state court of the Commonwealth of Virginia.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures and seals:

SIGNATURES ON THE FOLLOWING PAGES

Company Name: _____

By: _____

Its: _____

COMMONWEALTH OF VIRGINIA
COUNTY OF SPOTSYLVANIA, to-wit:

The foregoing document was acknowledged on this the _____ day of _____, 20____,
by _____, the County Administrator of the County of Spotsylvania,
Virginia.

Notary Public

My Commission Expires:

COUNTY OF SPOTSYLVANIA, VIRGINIA
BY:

County Administrator

ADDITIONAL SIGNATURES ON THE FOLLOWING PAGE

COMMONWEALTH OF VIRGINIA
COUNTY OF SPOTSYLVANIA, to-wit:

The foregoing document was acknowledged on this the ____ day of _____, 20____,
by _____, the County Administrator of the County of Spotsylvania,
Virginia.

Notary Public

My Commission Expires:

APPROVED AS TO FORM:

COUNTY ATTORNEY