

AGREEMENT FOR IMPROVEMENTS TO OLD CROZET ELEMENTARY SCHOOL

THIS AGREEMENT, made this 28th day of February 2017 by and between **OLD CROZET SCHOOL ARTS** (hereafter called "OCSA"), a Virginia corporation with its principal office located at 1408 Crozet Avenue, Suite 102, Crozet, Virginia 22932, and the **COUNTY OF ALBEMARLE, VIRGINIA** (hereinafter called the "County"), a political subdivision of the Commonwealth of Virginia, located at 401 McIntire Road, Charlottesville, Virginia, 22902.

WITNESSETH: OCSA hereby agrees to create an ADA accessible sidewalk entrance at the Old Crozet Elementary School, 1408 Crozet Avenue, Suite 102, Crozet, Virginia 22932 (hereinafter the "Project"). Unless otherwise provided in the parties' lease, OCSA shall provide all services as described in this Agreement at no cost to the County.

1. **Project Management.** OCSA shall manage the Project and oversee the work, using the approved Contractor identified herein. Work shall be conducted and the Project completed in accordance with the County-approved Project plans. Any variances from those plans are subject to County and OCSA review and approval prior to the commencement of any surveying, tree removal or excavation work. OCSA shall complete the Project as herein described within twelve months of County approval.

2. **Contractor.** The parties agree that Michael Gallahue of Greer & Associates, Inc. (the "Contractor") will provide services on a voluntary basis. The Contractor must provide insurance and sign an appropriate liability agreement/release.

The Contractor and any subcontractors providing services on the Project must provide a certificate of insurance (prior to beginning the surveying, tree removal and/or excavation) with a minimum of \$1,000,000.00 general liability insurance, and Worker's Compensation insurance covering all operations relating to work being done under this Agreement and being conducted on

County property. Neither OCSA nor the County will be liable to any contractor, subcontractors, their agents, or third parties. The Contractor must indemnify and hold harmless OCSA and the County from claims, suits, liability, damage, and expenses of any kind, including, but not limited to fire or equipment damage, which may arise as a result of the actions of the Contractor or any of its subcontractors or agents. OCSA and the County shall be named as additional insureds on the required certificates of insurance.

3. Work-Specific Requirements. The sidewalk shall be sited and constructed as depicted on the attached diagrams. The Contractor shall contact MISS UTILITY prior to any excavation. The Contractor shall maintain a safe work site at all times and ensure that appropriate signage and barriers are in place. The Contractor shall remove all Project-generated debris, including excess concrete, from the property.

4. OCSA Insurance and Indemnification. OCSA shall provide the County a certificate of insurance prior to the commencement of the Project, with a minimum of \$1,000,000.00 general liability insurance and Worker's Compensation insurance covering all operations relating to work being done under this Agreement and being conducted on County property. OCSA shall indemnify and hold harmless the County and its employees and agents from claims, suits, liability, damage, and expenses of any kind including, but not limited to, fire or equipment damage that may arise as a result of OCSA's actions. The County shall be named as an additional insured on the required certificate of insurance.

As evidence of their agreement to the terms and conditions set forth herein, the parties affix their authorized signatures below:

OLD CROZET SCHOOL ARTS

COUNTY OF ALBEMARLE, VIRGINIA

Carolyn Lawlor, Chair

Douglas C. Walker, Interim County Executive

Date

Date

Approved as to form:

Albemarle County Attorney