

RESOLUTION MEMORANDUM

To: BRWA Board of Directors
From: Roger Blankenship, PE; Director of Engineering
Date: May 5, 2026
Re: Resolution 2026-05.05 – Engineering Term Contract Agreements

In anticipation of the engineering term contracts expiring on May 18, 2026, a Request for Proposals (RFP) was issued on March 9, 2026 and closed on April 3, 2026.

Twelve Proposals were received in response to the RFP; the proposals were vetted and ranked, resulting in a short list of 8 consultants that were interviewed for potential contracts. The consultants interviewed are listed below:

- AH Engineering Consultants
- Blue Ridge Engineering & Construction Services
- Hazen & Sawyer
- Lumsden Associates
- Mattern & Craig
- Short, Elliott Hendrickson Inc. (SEH)
- Whitman Requardt & Associates (WRA)
- Wiley|Wilson

The new term contracts will be one-year contracts, and the contract(s) may be renewed for up to three (3) successive one-year terms, permitting a possible maximum contractual term of four (4) years. We are recommending issuing contracts to all eight (8) firms; this will give the Authority the flexibility in selection of the best-suited consultant for various projects. Several of the firms provide more expertise in specific areas, and some are smaller firms with the potential for better cost efficiency on smaller projects.

Attached is an example “Engineering Services Term Contract Agreement” which would be executed with the submitting firms. As most consultant rate schedules are confidential, these can be made available for review at or prior to the Board meeting if so requested.



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2026 ENGINEERING SERVICES TERM CONTRACT AGREEMENT

This non-exclusive Agreement made this 20th day of May 2026 by and between the Bedford Regional Water Authority, Bedford County, Virginia, hereafter known as the OWNER and **Consulting Engineer, Location, Virginia**, hereinafter referred to as the ENGINEER:

Scope of Services

The OWNER will require various engineering services to support operation, and to assist with all phases of particular projects associated with water and wastewater facilities owned or operated by Bedford Water. The projects require similar experience and expertise. The ENGINEER shall furnish these services as requested which may include, but are not necessarily limited to the following:

- | | |
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| 1. Feasibility Studies | 9. Bidding Services |
| 2. Preliminary Engineering Reports | 10. Construction Contract Administration |
| 3. Surveying Services | 11. Loan/Grant Administration |
| 4. Funding Applications | 12. Inspection Services |
| 5. Design Services | 13. Consultation at Authority Board Meetings |
| 6. Planning for Maintenance/ Rehabilitation Activities | 14. Operation Advice and Assistance |
| 7. Hydraulic Modeling | 15. Emergency Assistance |
| 8. Construction Document Preparation | 16. Plan Review Assistance |

Agreement Term

This non-exclusive Agreement shall be in effect for one year from the date of Agreement noted herein. At the discretion of the OWNER, the Agreement Term may be renewed for up to three (3) successive one year terms, thereby permitting a possible maximum contractual total term of four (4) years.

Fees

Fees for each project assigned to the ENGINEER shall be negotiated individually on an hourly or lump sum basis, with fees determined by the scope of work. The sum of all projects performed under this term contract shall not exceed the limitations as set forth in Section § 2.2-4303.1 of the Code of Virginia. Labor rates shall be in accordance with ENGINEER's current standard billing rate schedule at the time the work is performed. Any revisions to the ENGINEER's billing rate sheet must be provided to the owner at the time that the changes are made, regardless of the current project workload that is



being performed by the ENGINEER. A copy of the current rate schedule for is shown on Attachment A as an example.

The sum of all projects performed in a one-year contract term may not exceed \$10,000,000. No fee for any single project may exceed \$2,500,000. Unused amounts from one contract term may not be carried forward to another contract term.

Depending on funding sources or other needs as determined by the OWNER, a separate engineering contract, subject to the rules and regulations of the funding agency and/or state legal requirements, may need to be negotiated for a specific project.

When requested by the OWNER, the ENGINEER shall provide appropriate services for projects requiring open-ended assignment (such as operational "troubleshooting") or in emergency situations. The ENGINEER shall charge for the time required on an hourly charge basis according to the current standard billing rate schedule.

Additional reimbursable expenses shall include the following:

- a. Special reproduction requirements other than for normal plans, specifications, and reports.
- b. Specialized consultants such as for aerial mapping, subsurface investigations, laboratory testing, and geological studies.

No extra charges will be made for postage, shipping, copies of reports, plans, and specifications, telephone calls, computer time, equipment rental, or overtime. ENGINEER shall also attend the regular monthly OWNER meetings, if requested by the OWNER, at no charge.

Periodic status reports shall be provided by the ENGINEER to the OWNER, as requested by the OWNER, at least on a monthly basis.

Invoices and Payments

Each project will be assigned a separate account number. Itemized invoices will be issued monthly with payment due within 45 days of invoice. If OWNER fails to make payment due ENGINEER within 45 days of invoicing, then ENGINEER shall be entitled to interest in accordance with State law.

Ownership of Materials

Original documents, survey notes, tracings, digital files, and the like, except those furnished to the ENGINEER by the OWNER, are and shall remain the property of the ENGINEER.

The OWNER shall be furnished with copies of the digital files, reproducible copies of all plans, hard copy files, system maps, reports, engineering analyses, and other work



products produced by the ENGINEER. These documents shall be provided in either hard copy or digital form, at OWNER's option.

During the performance of this contract, the contractor agrees as follows

1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the 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, including the names of all contracting agencies with which the contractor has contracts over \$10,000.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that such contractor is an equal opportunity employer. However, 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 chapter.
3. If the contractor employs more than five employees, the contractor shall (i) provide annual training on the contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the contractor owns or leases for business purposes and (b) the contractor's employee handbook.

The contractor shall include the provisions of subdivisions 1, 2, and 3 in every subcontract or purchase order of over \$10,000, so that such provisions shall be binding upon each subcontractor or vendor.

Termination

If the ENGINEER shall fail to fulfill in a timely and proper manner his obligations under this agreement or any subsequent contracts, or if the ENGINEER shall violate any of the covenants, agreement, or stipulations of this AGREEMENT, the OWNER shall there upon have the right to terminate this AGREEMENT, or specific portions thereof, or the subsequent contracts, by giving written notice to the ENGINEER of such termination and specifying the effective date of such termination at least five days before the effective date of such termination. In that event, copies of all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the ENGINEER shall be furnished to the OWNER, and the ENGINEER shall be entitled to receive just and equitable compensation for the work done until the date of the termination.



Notwithstanding the above, the ENGINEER shall not be relieved of liability to the OWNER for damages by the OWNER by virtue of any breach of the AGREEMENT by the ENGINEER, and the OWNER may withhold any payments to the ENGINEER, for the purpose of setoff until such time as the exact amount of damages due the OWNER from the ENGINEER is determined. Likewise, the OWNER shall not be relieved of liability to the ENGINEER for damages sustained by the ENGINEER by virtue of any breach of AGREEMENT by the OWNER and the ENGINEER may withhold any services, including work already completed due the OWNER for the purposes of setoff until such time as the exact amount of damages due the ENGINEER from the OWNER is determined.

[Continued on the next page]



WITNESSETH

That for and in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed:

OWNER: BEDFORD REGIONAL WATER AUTHORITY (Seal)

Attest Signature

Signature

Name

Name

Title

Title

Date

ENGINEER: **Name of Consulting Eng.** (Seal)

Attest Signature

Signature

Name

Name

Title

Title

Date

ATTACHMENT A

2026 STANDARD BILLING RATE SCHEDULE



RESOLUTION

2026-05.05

Engineering Term Contract Agreements

At a regular meeting of the Bedford Regional Water Authority (“Authority”) Board of Directors, held in the Board Meeting Room at the Authority’s Administrative Annex Building on the 19th of May 2026, beginning at 7:00pm

WHEREAS, the Engineering department received Proposals to Provide Engineering Services from twelve (12) engineering firms; and,

WHEREAS, a staff selection committee comprised of Rhonda English, Roger Blankenship, Thomas Cherro, and Jared Dean thoroughly reviewed and ranked each proposal based on criteria published in the Request for Proposals. The selection committee interviewed eight (8) of the highest scoring firms; and,

WHEREAS, the selection committee recommends Agreements for Engineering Services under a Term Contract be entered with all eight (8) firms interviewed; now,

THEREFORE, BE IT RESOLVED that the Board of Directors does hereby authorize the Director of Engineering to enter into Agreements and to renew annually for up to three (3) successive one-year terms, permitting a possible maximum contractual term of four (4) years, with AH Environmental Consultants, Blue Ridge Engineering & Construction Services, Hazen & Sawyer, Lumsden Associates, Mattern & Craig, Short Elliott Hendrickson Inc., Whitman Requardt & Associates, and Wiley|Wilson for Engineering Services under a Term Contract.

This resolution shall take effect immediately.

Member _____ made a motion to approve this Resolution.

Member _____ made a Second to approve.

Board Member Votes: ____ Aye ____ Nay ____ Abstain

CERTIFICATION

The undersigned secretary of the Bedford Regional Water Authority does hereby certify that the foregoing is a true, complete, and correct Resolution adopted by a vote of a majority of the Directors of the Bedford Regional Water Authority, present at a regular meeting of the Board of Directors of the Bedford Regional Water Authority duly called and held May 19, 2026 at which a quorum was present and acting throughout, and that the same has not been amended or rescinded and is in full force and effect as of the date of the above mentioned meeting.

(SEAL)

Brian M. Key, Secretary,
Bedford Regional Water Authority