

MONTGOMERY COUNTY, VIRGINIA
Term Contract for Transportation Services 16-05

THIS AGREEMENT, made the 22nd day of October, 2015 by and between MONTGOMERY COUNTY, VIRGINIA, hereinafter referred to as "COUNTY", and Whitman, Requart & Associates, LLP, a corporation, hereinafter referred to as "ENGINEER".

WHEREAS, the COUNTY requires On-Call Professional Engineering Services for the design of Transportation Projects on an as-needed basis; hereinafter referred to as a "PROJECT" and,

WHEREAS, a PROJECTs may be funded in part by the Virginia Department of Transportation and being administered locally by the COUNTY; and,

WHEREAS, the ENGINEER desires to provide the Engineering Services as requested by the COUNTY; and,

WHEREAS, this Agreement shall be in effect until the completion of a PROJECT including the VDOT final review and approval of the PROJECT's construction documentation; and,

WHEREAS, this Agreement states the duties and responsibilities of the COUNTY and of the ENGINEER related to the providing of such professional services to the COUNTY.

WITNESSETH:

In consideration of the mutual promises contained herein and other valuable consideration, the COUNTY and the ENGINEER agree as follows:

ARTICLE I

ENGINEER'S RESPONSIBILITIES

- 1.1 The ENGINEER shall:
- a. Furnish all labor, materials, equipment, technical and professional services required to perform engineering services as may be described in a Letter of Agreement for each specific PROJECT.
 - b. Perform all services described in the Letters of Agreement and in accordance with generally accepted professional standards. The ENGINEER shall comply with the

requirements, as related to the project, of the County of Montgomery, State of Virginia and Federal governmental agencies and authorities.

- c. Provide additional services not within the scope of the Letters of Agreement as requested and approved by the COUNTY. The cost of the additional services shall be submitted to the COUNTY by the ENGINEER for review and approval. Additional fees shall be based on either a lump sum or hourly not-to-exceed format. Additional services shall be authorized only if approved in writing by the COUNTY.

ARTICLE II

COUNTY'S RESPONSIBILITIES

2.1 The COUNTY shall:

- a. Provide to the ENGINEER all information in possession of the COUNTY which relates to the COUNTY's requirements for a specific PROJECT or which, in the opinion of the COUNTY, is relevant to the ENGINEER's services to be provided on the project.
- b. Review all preliminary drawings and estimates of construction costs; all final construction drawings, easement plats, and contract documents (if needed); all revised estimates of construction costs; and other documents presented by the ENGINEER.
- c. Make all reasonable efforts to provide access for the ENGINEER to enter upon public and private property as required for the ENGINEER to perform the services required under this Agreement.
- d. Designate a person to act as the COUNTY's representative with the ENGINEER with respect to the services to be performed. Such person shall have the authority to transmit instructions, receive information, interpret and define the COUNTY's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the ENGINEER's services.

ARTICLE III
COMPENSATION

- 3.1 Compensation for each PROJECT phase shall be negotiated individually on a lump sum basis, as determined by the defined scope of services and fee proposal in the Letter of Agreement for each specific PROJECT phase. Current VDOT-approved labor rates shall be those in effect at the time of the specific Letter of Agreement. The Engineer's billing rate schedule shall be included with each Letter of Agreement.
- 3.2 Additional reimbursable expenses shall be as defined in the Letters of Agreement.
- 3.3 The ENGINEER shall submit invoices to the COUNTY on a monthly basis for cost incurred, for each individual project, accompanied by a brief narrative outlining the services provided and justifying the invoiced amount. After acceptance by the COUNTY of that portion of the services to which the invoice charges relate, the COUNTY shall pay the amount of invoice within thirty (30) days. Prior to being required to accept any invoice, the COUNTY shall have the right to expend a reasonable time to verify information contained on any invoice and to correct any errors found. Invoices shall be mailed or delivered to:

F Craig Meadows
County Administrator
Montgomery County Administration
755 Roanoke Street, Suite 2E
Christiansburg, VA 24073

- 3.4 Payments made to the ENGINEER shall not be considered as evidence of satisfactory performance, either in whole or in part, of the services by the ENGINEER.

ARTICLE IV
PERFORMANCE SCHEDULE

- 4.1 The ENGINEER shall perform the services with such qualified personnel in sufficient numbers to complete the services according to the performance schedule included in the Letter of Agreement for each specific PROJECT.

ARTICLE V
GENERAL PROVISIONS

- 5.1 In the event that the ENGINEER fails to perform the services within the time provided and within the terms of the Letter of Agreement, the COUNTY may, at its sole option, terminate the services of the ENGINEER. The COUNTY shall send a written termination notice either by hand delivery or certified mail to the ENGINEER of such termination. Termination shall be effective ten (10) days after the date of mailing or when received by the ENGINEER, whichever is sooner. The COUNTY shall not be required to honor requests for payment submitted for services initiated after the effective date of written termination. Upon written application by the ENGINEER prior to the actual date of termination, the COUNTY may, at its discretion, expressly grant an extension of time to the ENGINEER to perform the services or cure any breach of the terms of the Letter of Agreement.
- 5.2 The COUNTY and the ENGINEER bind themselves and any successors and assigns to this Agreement. The ENGINEER shall not assign, sublet, or transfer its obligations pursuant to this Agreement to any third party without the prior written consent of the COUNTY. Nothing hereinafter mentioned shall be construed as creating any personal liability on the part of any officer, agent or employee of the COUNTY. This Agreement shall not be construed as conferring benefits upon any person or entity other than to the COUNTY and the ENGINEER.
- 5.3 The ENGINEER agrees to indemnify and hold harmless the COUNTY, its elected officials, officers, agents, and employees from losses and damages occurring or resulting to any and all persons, firms or corporations, furnishing work, services, materials, or supplies due to the ENGINEER's negligence, failure to perform in accordance with the standard of care set forth in Article 1.1, or intentional wrong doing by the ENGINEER or any of its agents. This indemnification and hold harmless provision applies to all claims and losses resulting to any person, firm, or corporation who may be injured or damaged by the ENGINEER in the performance of this Agreement.
- 5.4 The parties hereto agree that the ENGINEER and any agents, or employees of the ENGINEER, in the performance of this Agreement, act in an independent capacity and not as officers, employees or agents of the COUNTY.

5.5 During the performance of this Agreement, the ENGINEER agrees as follows:

- a. COMPLIANCE WITH LAWS AND REGULATIONS: The ENGINEER shall keep fully informed of all federal, state, and local laws, ordinances, and regulations, and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on this Agreement, or which in any way affect the conduct of the services provided by the ENGINEER. It shall at all times observe and comply with, and shall cause its agents, subcontractors and employees to observe and comply with all such laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the COUNTY and its employees and appointees against any liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by itself or its agents, subcontractors or employees. If any discrepancy or inconsistency is discovered between this Agreement and any such law, ordinance, regulation, order, or decree, the ENGINEER shall immediately report the same to the COUNTY in writing.
- b. VIRGINIA PROHIBITED EMPLOYMENT DISCRIMINATION: The ENGINEER, its agents, employees, assigns or successors, and any person, firm, or agency of whatever nature with whom it may contract or make an agreement, shall comply with the provisions of the Section 2.2-4311 of the Code of Virginia (1950), as amended. During the performance of this Agreement, the 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 ENGINEER. The ENGINEER 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 ENGINEER, will state that the ENGINEER 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.

The ENGINEER will include the provisions of the foregoing paragraphs "1", "2" and "3" in every subcontract or purchase order of over ten thousand dollars, so that such provisions will be binding upon each subcontractor or vendor.

- c. NON-DISCRIMINATION PROVISION: The ENGINEER agrees to abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibits discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, sex or national origin; and further agrees to abide by Executive Order No. 11246 entitled "Equal Employment Opportunity," as amended by Executive Order No. 11375 and as supplemented in the Department of Labor Regulations (41 CFR Part 60), which prohibit discrimination on the basis of age. Section 49 CFR 21 is incorporated by reference in all contracts and subcontracts funded in whole or in part with federal funds. The ENGINEER shall comply with the Americans with Disabilities Act (ADA), and with the provisions of the Virginians with Disabilities Act, Sections 51.5 40 through 51.5 46 of the Code of Virginia (1950), as amended, the terms of which are incorporated herein by reference.

In the event of the ENGINEER's noncompliance with the nondiscrimination provisions of this Agreement, the COUNTY shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to:

1. Withholding of payments to the ENGINEER under this Agreement until the ENGINEER complies; and/or
 2. Cancellation, termination or suspension of this Agreement, in whole or in part.
- d. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964: During the performance of this Agreement, the ENGINEER, for itself, its assignees and successors in interest (herein referred to as "the ENGINEER"), agrees as follows:
1. Compliance with Regulations: The ENGINEER will comply with the Regulations of the U.S. Department of Transportation relative to nondiscrimination in Federally assisted programs of the U.S. Department of Transportation (Title 49), Code of Federal Regulations, Part 21, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
 2. Nondiscrimination: The ENGINEER, with regard to the services provided by it

after award and prior to completion of this Agreement, will not discriminate on the grounds of race, religion, color, sex, national origin, age or handicap in the selection and retention of sub consultants, including procurements of materials and leases of equipment. The ENGINEER will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the services cover a program set forth in Appendix B of the Regulations.

3. Solicitations for Subconsultants: In all solicitations, either by competitive bidding or negotiation made by the ENGINEER for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the ENGINEER of the ENGINEER's obligations under this Agreement.
4. Information and Reports: The ENGINEER will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the COUNTY or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the ENGINEER is in the exclusive possession of another who fails or refuses to furnish this information, the ENGINEER shall so certify to the COUNTY, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information. Consultants and subconsultants with fifteen (15) or more employees will submit an updated Title VI Evaluation Report (EEO-D2) annually as long as the ENGINEER or subconsultant is performing in accordance with this Agreement.
5. Sanctions for Noncompliance: In the event of the ENGINEER's noncompliance with the nondiscrimination provisions of this Agreement, the COUNTY shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to: withholding of payments to the ENGINEER under this Agreement until the ENGINEER complies, and/or cancellation, termination or suspension of this Agreement, in whole or in part.

Incorporation of Provisions: The ENGINEER will include the provisions of paragraphs "1" through "5" in every subcontract of \$10,000 or more, including procurements of materials and leases of equipment, unless exempt by the Regulations, order or instructions issued pursuant thereto. The ENGINEER will take such action with respect to any subcontractor or procurement as the COUNTY or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, in the event the ENGINEER becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the ENGINEER may request the COUNTY to enter into such litigation to protect the interests of the COUNTY and, in addition, the ENGINEER may request the United States to enter into such litigation to protect the interests of the United States.

- e. **CERTIFICATION REGARDING NON-SEGREGATED FACILITIES:** By the execution of this Agreement, the ENGINEER certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. It certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location under its control, where segregated facilities are maintained. The ENGINEER further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, national origin, age or handicap, because of habit, local custom or otherwise. It agrees that, except where it has obtained identical certification from proposed subcontractors and material suppliers for specific time periods, it will obtain identical certification from proposed subcontractors or material suppliers prior to the award of subcontracts or the consummation of material supply agreements exceeding ten thousand dollars, and that it will retain such certifications in its files.

- f. DISADVANTAGED BUSINESS ENTERPRISES/SMALL, WOMAN AND MINORITY BUSINESS: The ENGINEER, its agents, employees, assigns, or successors, and any person, firm or agency of whatever nature with whom it may contract or make an agreement, shall comply with the provisions of 49 CFR Part 26, as amended, which is hereby made part of this Agreement by reference. The ENGINEER shall take all necessary and reasonable steps in accordance with 49 CFR Part 26, as amended, to ensure that DBE firms have the maximum opportunity to compete for and perform contracts and subcontracts under this Agreement. Subpart A of 49 CFR 26, Section 26.13 requires that each contract signed with a contractor (and that each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

In accordance with the Governor's Executive Order No. 33, VDOT also requires the utilization of Small, Women and Minority (SWaM) Businesses to participate in the performance of consultant contracts. The ENGINEER shall take all necessary and reasonable steps in accordance with Executive Order No. 33, to ensure that SWaM firms have the maximum opportunity to compete for and perform contracts and subcontracts under this Agreement. Further, the ENGINEER agrees to provide the COUNTY with the dollar amount contracted and name of each subcontractor which identifies itself as a DBE/SWaM, though no DBE/SWaM goal has been established for the PROJECT.

VDOT is also required to capture DBE and SWaM payment information on all professional services contracts. Therefore, the prime consultant will be required to complete the DBE and SWaM Payment Compliance Report, C-63 form on a quarterly basis.

In the event of the ENGINEER's noncompliance with the DBE/SWaM participation

for the services indicated in Expression of Interest in response to the RFP, Attachment D, Scope of Work and Fee Proposal of this Agreement, the COUNTY shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to:

1. Withholding of payments to the ENGINEER under this Agreement until the ENGINEER complies, and/or
 2. Cancellation, termination or suspension of this Agreement, in whole or in part.
- g. TDD/TTY EQUIPMENT FOR THE DEAF: When seeking public participation through the maintenance of a toll free hot line number and/or publishing project-related materials, the ENGINEER agrees to ensure that all citizens have equally effective communication. The ENGINEER agrees to provide or identify a telecommunications device for the deaf/teletypewriter (TDD/TTY) or acceptable means of telephone access for individuals with impaired speech or hearing. The ENGINEER will provide notice of a TDD/TTY number whenever a standard telephone number is provided.
- h. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By signing this Agreement, the ENGINEER certifies that it does not and will not during the performance of this Agreement violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.
- i. OCCUPATIONAL SAFETY AND HEALTH STANDARDS: The ENGINEER shall not require any individual employed in the performance of this Agreement to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to health or safety as determined under the Occupational Safety and Health Standards promulgated by the United States Secretary of Labor. This provision shall be made a condition of any subcontract entered into pursuant to this Agreement.

In addition, the ENGINEER shall abide by the Virginia Occupational Safety and Health Standards adopted under Section 40.1 22 of the Code of Virginia (1950), as amended, and will fulfill the duties imposed under Section 40.1 51.1 of the Code of Virginia. Any violation of the aforementioned requirements or duties which is brought to the attention of the ENGINEER by any person shall be immediately abated.

- j. CERTIFICATION REGARDING DEBARMENT: By the execution of this Agreement, the ENGINEER certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 2. Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; and have not been convicted of any violations of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
 4. Have not within a three year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- k. CORRECTION OF ERRORS: The ENGINEER shall check for accuracy any reports, and the design, drafting and details of final plans prior to submission. The ENGINEER will be required, without additional compensation, to correct any errors, including but not limited to omissions, discrepancies and ambiguities, in any services performed in fulfillment of the obligations of this Agreement, and shall also reimburse the COUNTY for any costs incurred. Acceptance of the plans or reports by the COUNTY shall not relieve the ENGINEER of the responsibility of subsequent correction of errors.
- Costs incurred by the ENGINEER in correcting errors in the plans or reports and reimbursing the COUNTY for costs incurred by the COUNTY as a result of such error shall be maintained in a separate account. Such account shall be clearly coded and identified, and shall be subject to audit by the COUNTY. Such costs shall not be billed to the COUNTY as a direct charge or an overhead item.
- l. PAYMENT TO SUBCONTRACTORS: In accordance with Article 4 of the Virginia Public Procurement Act (Sections 2.2-4347 through 2.2-4356 of the Code of Virginia

(1950), as amended), the ENGINEER shall make payment to all subcontractors within seven (7) days after receipt of payment from the COUNTY, or shall notify the COUNTY and subcontractor in writing of the intention to withhold all or a part of the amount due along with the reason for nonpayment.

In the event payment is not made as noted, the ENGINEER shall pay interest at the rate of one percent per month to the subcontractor, unless otherwise provided in this Agreement, on all amounts that remain unpaid after seven (7) days except for the amounts withheld according to this Agreement.

The COUNTY does not require retainage to be withheld by the ENGINEER on any subcontracts. If the ENGINEER elects to withhold retainage on subcontracts, prompt payment of the retainage shall be made to the subcontractors within the later of 60 days after the final billing is received by the ENGINEER from the subcontractor or the satisfactory acceptance of the services by the COUNTY. The COUNTY will notify the ENGINEER and the subcontractor in writing when the services have been satisfactorily accepted. If the retainage is not promptly paid, the ENGINEER shall notify the COUNTY and the subcontractor in writing as to the reasons for not making payment.

These same requirements shall be included in each subcontractor agreement and shall be applicable to each lower tier subcontractor.

m. COMPLIANCE WITH LOBBYING RESTRICTIONS (This section only applies to agreements using federal funds.): By signing this Agreement, the ENGINEER certifies that:

1. Since promulgation of the federal requirements implementing Section 1352 of Title 31, U.S.C. (PL 101-121, Section 319) entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions.", no federal appropriated funds have been paid and none will be paid, by or on behalf of the ENGINEER, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement;

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the ENGINEER shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
 3. The ENGINEER shall require that the language of this certification be included in all subcontracts at all tiers, and that all subcontractors shall certify and disclose accordingly.
- n. RECORDS: The ENGINEER and subcontractors shall retain all books, documents, papers, accounting records and other evidence supporting the costs incurred, for three (3) years after payment of the final estimate or final audit, whichever is later. Such evidence shall be made available at the ENGINEER's offices at all reasonable times and will be subject to audit and inspection by the COUNTY, VDOT or any authorized representatives of the Federal Government.
- Evidence of costs incurred by a subcontractor shall be made available at its office at all reasonable times during the contract period between the ENGINEER and the subcontractor and for three years after written acceptance by the ENGINEER, for audit and inspection by the COUNTY, VDOT or any authorized representatives of the Federal Government. It shall be the ENGINEER's responsibility to notify the COUNTY, in writing, of the completion of that subcontractor's portion of the services so that the records of the subcontractor can be audited within the three-year retention period. Failure to do so may result in the ENGINEER's liability for any costs not supported by the proper documentation for the subcontractor's phase of the services. Final payment for the subcontractor's phase of the services will be made after total costs are determined by the final audit of the subcontractor.
- o. DRUG-FREE WORKPLACE: During the performance of this contract, the ENGINEER agrees to:
1. Provide a drug-free workplace for the ENGINEER's employees;
 2. 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;

3. 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
4. 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 subcontractor or vendor.

For the purpose of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a consultant, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

5.6 The ENGINEER shall carry Public Liability Insurance in the amounts specified, including the contractual liability assumed by the ENGINEER:

a. Workman's Compensation and Employer's Liability

Coverage A – Statutory Requirements
Coverage B - \$100,000 Per Occurrence
Coverage C - \$100,000/\$100,000 Accident and/or Disease

b. Automobile Liability, including Owned, Non-Owned, and Hired

Coverage Limits of Liability:
Bodily Injury \$1,000,000 each occurrence
Property Damage \$1,000,000 each occurrence
OR
Single Limit \$2,000,000 each occurrence
Bodily Injury
Property Damage

c. Comprehensive General

Liability Limits of Liability: \$1,000,000 each occurrence
Bodily Injury \$1,000,000 each occurrence
Property Damage
OR
Single Limit \$2,000,000 each occurrence

- Bodily Injury
- Property Damage
- 1. Completed Operation/Products
- 2. Contractual Liability for Specified Agreement
- 3. Personal Injury
- 4. Medical Malpractice

d. Professional Liability

Aggregate \$1,000,000

e. Excess Liability Umbrella Form

Bodily Injury and
Property Damage Combined (See Note 1)

Note 1 – The intent of this insurance specification is to provide the coverage required and the limits expected for each type of coverage. With regard to the Automobile Liability and Comprehensive General Liability, the total amount of coverage can be accomplished through any combination of primary and excess umbrella insurance. However, the total insurance protection provided for Comprehensive General Liability protection or for Automobile Liability protection, either individually or in combination with Excess Liability Umbrella must total \$2,000,000 per occurrence.

Prior to commencing services under this Agreement, the ENGINEER shall furnish the COUNTY with certificates of insurance which indicate the required coverage and that the COUNTY has been named as an additional insured with regard to the automobile and comprehensive general liability insurance policies. No change or cancellation of the insurance coverage mentioned herein shall be made without thirty (30) days prior written notice to the COUNTY.

5.7 The COUNTY reserves the right to terminate this Agreement in whole or in part at any time, for any reason and without penalty, by ten (10) days prior written notice delivered either by hand or certified mail to the ENGINEER. At the end of such period, the ENGINEER shall have discontinued all work and services and shall have delivered to the COUNTY all records, drawings, field notes, plans, or other data completed or partially completed. These documents shall become and remain the property of the COUNTY upon receipt of payment by the Engineer. Upon such termination, the Engineer shall be entitled to compensation only per the

terms of its written agreement with the COUNTY, and only through the date of termination or date of receipt of notice, whichever is sooner.

- 5.8 The parties agree that all survey notebooks, reports, plans, drawings, studies, specifications, memoranda, estimates, and computations prepared by and for the ENGINEER in the performance under this Agreement, shall be and remain the property of the COUNTY. Upon termination of this Agreement or completion of the services, the COUNTY shall have the right to such documents without compensation to the ENGINEER. Such documents shall be promptly delivered by the ENGINEER to the COUNTY upon demand. The ENGINEER shall not be responsible to the COUNTY for liabilities resulting from the reuse of such documents for other sites, projects, or applications not related to this specific site.
- 5.9 All notifications made by the parties pursuant to this Agreement, except in those instances where certified mail is required, shall be sent by first class mail, postage prepaid or hand delivered. All notifications, whether by certified mail or registered U.S. Mail, shall be sent, as the case may be, to the following:

COUNTY of Montgomery

F. Craig Meadows
County Administrator
755 Roanoke St. Suite 2E
Christiansburg, VA 24073

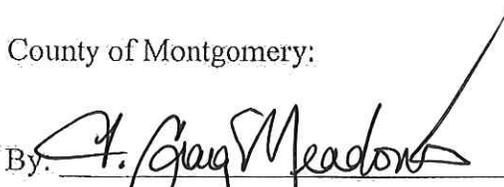
Whitman, Requardt & Associates

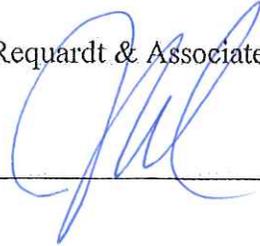
Bradford J. Stipes, PE
Vice President
1700 Kraft Drive, Suite 1200
Blacksburg, VA 24060

- 5.10 This Agreement and all Letters of Agreement constitute the entire agreement and understanding between the COUNTY and the ENGINEER. This Agreement shall not be modified or altered, changed, or amended in any respect unless in writing and signed by the parties hereto.
- 5.11 Services contracted during any part of a term will continue through completion of the services without regard to the end of the term and without obligation by the COUNTY to renew this Agreement.
- 5.12 Contractual claims and dispute resolution shall be conducted in accordance with the COUNTY's Purchasing Manual's procedures.

5.13 This Agreement is made and entered into in the COUNTY of Montgomery, Virginia, and shall be governed by the law of the Commonwealth of Virginia and all disputes shall be initiated and litigated only in the Circuit Court of the COUNTY of Montgomery, Virginia.

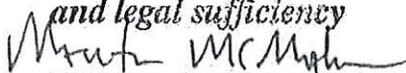
IN WITNESS THEREOF, duly authorized representatives of the COUNTY and the ENGINEER executed this Agreement on the date set forth above.

County of Montgomery:
By: 
F. Craig Meadows
Title: Montgomery County Administrator

Whitman, Requardt & Associates, LLP
By: 

Attest: 

Attest: 

*Approved as to form
and legal sufficiency*

County Attorney