

**COUNTY OF MONTGOMERY
STANDARD CONTRACT**

Contract Number:

This contract entered into this 30th day of September, 2014, by Anderson & Associates hereinafter called the "Contractor" and the County of Montgomery PSA, called the "PSA".

WITNESSETH that the Contractor and the PSA, in consideration of mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF SERVICES: The Contractor shall provide the services to the PSA as set forth in the Contract Documents.

CONTRACT PERIOD: The initial contract period is October 1, 2014 through the duration of the VDH Planning/Design Grant.

COMPENSATION AND METHOD OF PAYMENT: The Contractor shall be paid in accordance with the Contract Documents.

CONTRACT DOCUMENTS: The Contract Documents shall consist of signed Contract, the statement of need, general terms and conditions, special terms and conditions, specifications, and other data contained in this Request For Proposal Number 15-04, dated August 21, 2014, together with all written modifications thereof, the proposal submitted by the Contractor dated September 23, 2014, and Attachment A, all of which contract documents are incorporated herein.

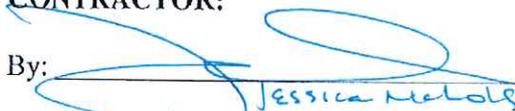
In **WITNESS WHEREOF**, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:

MONTGOMERY COUNTY PSA:

By:

Title:


Jessica Nichols
VP, Municipal Engineering

By:

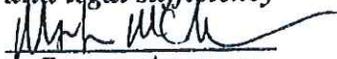
Title:



See and approved as to content and price:


Robert C. Fronk, Public Service Authority Director

*Approved as to form
and legal sufficiency*


County Attorney

**ATTACHMENT A
TERMS AND CONDITIONS**

GENERAL TERMS AND CONDITIONS

http://www.montgomerycountymva.gov/filestorage/1146/98/175/703/rfp_terms_and_conditions.pdf

SPECIAL TERMS AND CONDITIONS

1. **AUDIT:** The Contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. Montgomery County PSA, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.
2. **IDENTIFICATION OF PROPOSAL ENVELOPE:** The signed proposal should be returned in a separate envelope or package, sealed and addressed as follows:
Montgomery County
Purchasing Department
755 Roanoke Street, Suite 2C
Christiansburg, VA 24073-3179
Reference the opening date and hour, and RFP Number in the lower left corner of the envelope or package.
If a proposal not contained in the special envelope is mailed, the Offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. No other correspondence or other proposals should be placed in the envelope. Proposals may be hand delivered to the Montgomery County Purchasing Department.
3. **INDEPENDENT CONTRACTOR:** The contractor shall not be an employee of Montgomery County PSA, but shall be an independent contractor. Nothing in this agreement shall be construed as authority for the contractor to make commitments which shall bind Montgomery County PSA, or to otherwise act on behalf of Montgomery County PSA, except as Montgomery County PSA may expressly authorize in writing.
4. **INSURANCE:**
By signing and submitting a proposal under this solicitation, the Offeror certifies that if awarded the contract, it will have the following insurance coverages at the time the work commences. Additionally, it will maintain these during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.
During the period of the contract, Montgomery County PSA reserves the right to require the Contractor to furnish certificates of insurance for the coverage required.
INSURANCE COVERAGES AND LIMITS REQUIRED:
 - A. Worker's Compensation - Statutory requirements and benefits.
 - B. Employers Liability - \$100,000.00
 - C. General Liability - \$500,000.00 combined single limit. Montgomery County PSA and the Commonwealth of Virginia shall be named as an additional insured with respect to goods/services being procured. This coverage is to include Premises/Operations Liability, Products and Completed Operations Coverage, Independent Contractor's Liability, Owner's and Contractor's Protective Liability and Personal Injury Liability.
 - D. Automobile Liability - \$500,000.00
 - E. Professional Liability InsuranceThe contractor agrees to be responsible for, indemnify, defend and hold harmless Montgomery County PSA, its officers, agents and employees from the payment of all sums of money by reason of any claim against them arising out of any and all occurrences resulting in bodily or mental injury or property damage that may happen to occur in connection with and during the negligent performance of the contract, including but not limited to claims under the Worker's Compensation Act. The contractor agrees that it will, at all times, after the completion of the work, be responsible for, indemnify, defend and hold harmless Montgomery County PSA, its officers, agents and employees from all liabilities resulting from bodily or mental injury or property damage directly or indirectly arising out of the negligent performance or nonperformance of the contract.
5. **MINORITY BUSINESS, WOMEN-OWNED BUSINESSES SUBCONTRACTING AND REPORTING:** Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such business to minority and/or women-owned businesses. Names of firms may be available from the buyer and/or from the Division of Purchases and Supply. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office the following information: name of firm, phone number, total dollar amount subcontracted and type of product/service provided.
6. **STANDARD OF CARE:** Subject to the limitations inherent in the agreed scope of work and any other limitations contained in this agreement, A&A and its agents, employees and subconsultants shall endeavor to perform the services with that level of care and skill ordinarily exercised under similar circumstances by members of the same profession practicing in the same location at the same time. No other representation, express or implied, and no warranty or guarantee is included or intended by this agreement. Any claim for breach of this standard may be made only after the Client has secured the opinion of a third-party professional engineer or surveyor, as applicable to the project, licensed in the state where the project is located who through experience can testify to the applicable standard of care set forth herein.