



TOWN OF

VIENNA

since 1890

Purchasing Office

December 8, 2017

Whitman, Requardt & Associates, LLP
Attn: Tyler Long
3701 Pender Drive, Suite 450
Fairfax, VA 22030

Re: **RFP 17-02, ON CALL ENGINEERING SERVICES FOR FEDERAL/STATE PROJECTS**

Dear Mr. Long,

Enclosed please find the executed Contract, dated November 28, 2017, for the subject RFP.

Please keep this copy for your records.

If you have any further questions, please give me a call.

Sincerely,

Gina M. Gilpin, CPPB
Purchasing Agent

cc: Mike Gallagher

CONTRACT RFP 17-02

ON CALL ENGINEERING SERVICES FOR FEDERAL/STATE PROJECTS

THIS AGREEMENT AND AWARD OF CONTRACT NOTICE made and entered into on the 28th day of November, 2017, by and between *Whitman, Requardt & Associates, LLP*, having a usual place of business at *3701 Pender Drive, Suite 450, Fairfax, Virginia 22030*, and the Town of Vienna, Virginia, ("Town").

WITNESSETH:

THAT the first party for the consideration hereinafter fully set out, hereby agrees with the second party as follows:

1. *Whitman, Requardt & Associates, LLP*, shall furnish all of the materials and perform all of the work in a manner and form as provided by the following specifications and documents, which include the Request for Proposal, all Special Terms and Conditions, all General Terms and Conditions, Contractor Data Sheet for Contract No. RFP 17-02, On Call Engineering Services for State/Federal Projects, for an initial period of eight (8) months, beginning on *December 1, 2017*, and terminating on *June 30, 2018*. All subsequent potential renewal periods will be for one (1) year and begin on July 1, and end on June 30, for the remaining term(s) of the contract. **All terms, conditions and specifications as set forth in RFP 17-02, On Call Engineering Services for State/Federal Projects, are hereby incorporated by reference.** In the event of conflict between this Agreement and these documents, the terms of RFP 17-02 shall govern.
2. Agreed Addendum to the General Terms and Conditions in RFP 17-02:
 18. INDEMNIFICATION: Contractor shall indemnify, keep and save harmless the Town, its agents, officials, employees and volunteers against any claims, damages, and actions of any kind or nature, whether at law or in equity, which

may otherwise accrue against the Town in consequence of the granting of a contract or which may otherwise result therefrom, if it shall be determined that the act was caused through negligence or error, or omission of the Contractor or his or her employees, or that of the subcontractor or his or her employees, if any; and the Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the Town in any such action, the Contractor shall, at his or her own expense, satisfy and discharge the same.

3. That *Whitman, Requardt & Associates, LLP* shall commence work to be performed under the Agreement on *December 1, 2017*, after notified in writing by the Town, and shall fully complete all work within the time period as agreed upon by the Town of Vienna. Request for additional time on contractual services shall be made in writing to the Director of Public Works or the Project Engineer.
4. **Consistent with the payment terms set for the in the Request for Proposal (RFP)**, the Town hereby agrees to pay to *Whitman, Requardt & Associates, LLP* for the faithful performance of the Agreement, subject to additions and deductions as provided in the specifications or proposal, in lawful money of the United States, as agreed upon by *Whitman, Requardt & Associates, LLP* and the Town of Vienna in accordance with the Hourly Rate Schedule, attached.

IN WITNESS WHEREOF: the parties hereto have executed this Agreement on the day and date first above written.

WITNESS:


NICHOL O'SHAUGHNESSY

WHITMAN, REQUARDT &
ASSOCIATES, LLP

by: 

JOSEPH S. MARK

ATTEST:

TOWN OF VIENNA, VIRGINIA

By: 

by: 