



TOWN OF MIDDLEBURG, VIRGINIA
REQUEST FOR PROPOSALS (RFP)

DATE ISSUED: October 11, 2016

TITLE: Professional Planning Services for the
Town of Middleburg Comprehensive Plan Update

ISSUED BY: The Town of Middleburg
Street Address: 10 W. Marshall Street, Middleburg, VA 20117
Mailing Address: P.O. Box 187, Middleburg, VA 20118

DEADLINE FOR QUESTIONS: November 1, 2016

All inquiries for information should be directed to:

William M. Moore, Town Planner

Phone: (540) 687-5152

E-mail: townplanner@middleburgva.gov

PROPOSALS MUST BE SUBMITTED ON OR BEFORE:

Proposals will be received until **2:00 p.m. on Thursday, November 10, 2016**. Four (4) bound hard copies of the proposal document and one (1) electronic copy in pdf format (on CD/DVD) shall be submitted in a sealed envelope or package clearly labeled as "COMPREHENSIVE PLAN PROPOSAL" and mailed or hand carried to the Town address listed above.

Proposals or unsolicited amendments to proposals arriving after the proposal submission deadline will not be considered. Proposals received after the proposal submission deadline will be held by the Town in the unopened envelope or package. The Town will notify the sender of any late proposals provided there is sufficient identification information shown on the outside of the proposal envelope or package.

SECTION I INTRODUCTION

The Town of Middleburg, Virginia (Town) is accepting proposals from well-qualified consultants with considerable experience in land use planning, community design, economic development and citizen engagement to provide professional planning services to assist the Middleburg Planning Commission and Town Staff in the development of a substantial update to the Town's Comprehensive Plan.

Responses to this Request for Proposals (RFP) shall include four (4) bound hard copies and one (1) electronic copy in pdf format (on CD/DVD) of the proposal. **Proposals will be accepted at the Middleburg Town Office, 10 W. Marshall Street, P.O. Box 187, Middleburg, VA 20118 until 2:00 p.m. on Thursday, November 10, 2016.** Proposals that are received later than the referenced time will not be accepted for review or consideration.

The envelope or package containing the copies of the proposals shall be clearly labeled as "COMPREHENSIVE PLAN PROPOSAL".

By submitting a proposal, the Consultant understands and agrees that acceptance of any or all of a proposal by the Town does not constitute a contract. No performance or delivery of work product shall become due or be accepted by the Town unless an agreement shall first have been fully executed by both the selected Consultant and the Town.

The Town reserves the right to reject any and/or all proposals and to waive requirements, informalities and minor irregularities in proposals received, abandon the process and to accept any portion of the proposal(s) if deemed to be in the best interest of the Town to do so. The total cost of proposal preparation and submission shall be borne by the Consultant submitting the proposal.

Specific requirements for this project are contained in Section II, Scope of Services. If the Town and selected Consultant cannot agree on the cost for the scope of services, then the Town will terminate negotiations and proceed with the next most qualified Consultant. The initial contract agreement shall serve as the base agreement for further services, if needed. If additional services are needed, the Consultant and the Town will negotiate and approve an Amendment to the contract for the specific services to be provided.

CONDITIONS OF AWARD

An evaluation team will evaluate the submitted proposals. The Town reserves the right to: (a) reject any or all proposals, or to make no award; (b) require modifications to initial proposals; (c) negotiate or (d) make partial or multiple awards. The Town further reserves the right to excuse technical defects in a proposal when, in its sole discretion, such excuse is beneficial to the Town.

The Town may award based on initial proposals received, without discussion of such proposals. If requested by the Town, certain Consultants may be invited to make presentations to the evaluation team, Planning Commission and/or other Town personnel as deemed appropriate. If the Town chooses to interview firms, such interviews may be limited and offered only to a single classification of Consultants, such as semifinalists or finalists.

To the extent permitted by law, all documents submitted as part of the Consultant's proposal will be deemed by the Town as confidential during the evaluation process, and until selection of finalists. There shall be no disclosure of any Consultant's information to a competing Consultant prior to award of the

contract. The contract shall be considered awarded only upon the effectiveness of official action of the Town Council.

AVAILABILITY OF FUNDS FOR NEXT FISCAL YEAR

Notwithstanding anything in this RFP to the contrary, all payment obligations of the Town are expressly dependent and conditioned upon the continuing availability of funds beyond the term of the Town's current fiscal period ending upon the next succeeding June 30. Financial obligations of the Town payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of Town of Middleburg and other applicable law. Upon the failure to appropriate such funds, any agreements entered into between the Town and the selected firm based on this RFP shall be terminated.

AMENDMENTS TO THE REQUEST FOR PROPOSAL

The Town reserves the right to amend this Request for Proposals by an addendum at any time prior to the date set for receipt of proposals. Addenda or amendments to this RFP will be sent via email to all firms who respond to this RFP. If revisions are of such a magnitude to warrant, in the Town's opinion, the postponement of the date for receipt of proposals, an addendum will be issued announcing the new date.

Questions regarding this Request for Proposals may be addressed to William M. Moore, Town Planner, Town of Middleburg, 10 W. Marshall Street, P.O. Box 187, Middleburg, VA 20118-0187, by email to townplanner@middleburgva.gov, or by phone at (540) 687-5152.

SECTION II SCOPE OF SERVICES

PROJECT PURPOSE

The Town is accepting proposals from well-qualified consultants with considerable experience in land use planning, community design, economic development and citizen engagement to provide professional planning services to assist the Middleburg Planning Commission and Town Staff in the development of a substantial update to the Town's Comprehensive Plan in accordance with §15.2-2223, et. seq., of the *Code of Virginia*.

BACKGROUND

Established in the 1730s, the Town of Middleburg is located in Loudoun County, VA, with a population of approximately 800 within the Town's 1.04 square mile corporate limits. Middleburg is known as the "Nation's Horse and Hunt Capital" and attracts tourists thanks to its charming downtown shops and village atmosphere, its historic role as the center of horse country, and its proximity to wineries. The Town has undergone a number of changes in recent years, most notably the addition of 252 acres of the overall 340-acre Salamander tract into the Town limits and the subsequent development, and 2013 opening, of the Salamander Resort and Spa. Further development on the Salamander tract, including a 49-home subdivision currently under review, is likely to further shape the future of the Town. A major infrastructure project including water main replacement, streetscape improvements, traffic calming and pedestrian safety improvements is also now being completed along Washington Street (US Route 50), the main thoroughfare in Town.

The last adopted update of the Town's Comprehensive Plan was in 2007. That update focused on the addition of a small area plan related to the Salamander tract. Otherwise, the bulk of the existing

Comprehensive Plan is a 2005 document. Some work was conducted in 2014 to begin an update process of the Transportation Chapter, however that work was set aside. The Planning Commission is now focused on a full update to the entire document.

OVERALL SCOPE OF SERVICES

The Town is seeking an innovative Comprehensive Plan developed with significant and meaningful community participation throughout a transparent comprehensive planning process that will ultimately inspire and guide the community's planning and development by providing clear and predictable guidance to citizens, stakeholders, developers, staff and the Town's elected and appointed officials.

As the Town has limited personnel resources, the selected consultant shall be prepared to assist the Commission and Town staff, or take the lead as directed, in the performance of tasks for which the Town does not have internal resources available to complete successfully.

Specifically, the scope of services will include, but will not be limited to, the following tasks:

1. Assist the Commission and Town staff in the development of a project timeline.
2. Assist the Commission and Town staff in the conduct of surveys and studies as required in §15.2-2224 of the *Code of Virginia*.
3. Assist the Commission and Town staff in the design and implementation of a community outreach and engagement process that solicits meaningful participation and input with the goal of ultimately developing a Plan that truly articulates the community's vision for the Town's future. Such process should include a minimum of two (2) facilitated public input sessions.
4. Provide facilitation for public input sessions as developed in the community outreach and engagement process, to include conducting exercises that gauge public perception such as a Strengths, Weaknesses, Opportunities, and Threats (SWOT) Analysis and that solicit input on desired future uses of land. Summary reports detailing the results of such exercises are to be provided to the Town after each session.
5. Generate alternatives and scenarios based upon public input, and as directed by the Commission and Town staff, for a future vision providing for economical, environmental and social sustainability.
6. Develop graphics and maps for public presentation and inclusion in draft and final plan documents.
7. Create the design template for the Plan document and assist the Commission and Town staff with the writing of the plan's text as directed.
8. Assist the Commission and Town staff with a public recap session and required public hearings to present the outcomes of the input sessions, suggested alternatives, and other important content in the Plan document.
9. Compile and deliver draft and final plan documents.

DELIVERABLES

1. Presentations, graphics, and exercise materials for public input sessions to be determined prior to each session.
2. Summary reports of each public input session, including graphics/maps as appropriate.
3. Draft iterations of Plan text and graphics as directed by the Commission and Town staff.
4. Draft Comprehensive Plan: Three (3) printed color copies and one (1) digital copy with print-ready graphics in .pdf format of the draft Plan as recommended for adoption by the Planning Commission.

5. Final Adopted Comprehensive Plan: Three (3) bound printed color copies and one (1) digital copy with print-ready graphics in .pdf format. The digital copy shall NOT be in a protected format that prevents future editing.
6. Maps - all maps included in the plan shall also be provided separately in .pdf format. All maps shall be prepared using professional GIS software and all component files (i.e. shapefiles) shall be provided digitally.
7. Other, as agreed upon by both parties

SECTION III PROPOSAL SUBMISSION REQUIREMENTS

Each proposal shall include at a minimum the following information:

1. Primary Contact. Provide the name and title of the person who will be the primary contact and manager for the contract, plus contact phone number(s), email and mailing address.
2. Company Information. Provide an overview of the history of the company, such as, but not limited to, range of services typically provided, expertise, number of employees and states in which company operates.
3. Firm & Staff Qualifications. Provide a summary of at least three (3), but no more than five (5), projects or related work that the firm has recently completed. Include similarities in scope of work and other relevant information as it pertains to this RFP. List key personnel and role for each example, as well as client reference contact information and a link to the completed product, if available. A list of additional similar projects beyond five may be provided without the inclusion of summaries.
4. Approach & Methodology. Review the scope of services and provide a detailed approach to and methodology for completing the services and providing the deliverables requested. **This section shall also include a preliminary proposed timeline, initial cost estimate and hourly rates for the key personnel identified.**
5. Acknowledgements. The Consultant shall provide a statement confirming that it has the *available capacity* within its current personnel and workload to complete this scope of work within the proposed timeline. The Consultant also shall provide a statement noting any *conflicts of interest* that may exist with other clients or projects currently underway.
6. Appendix. The appendix shall include professional resumes of key personnel and any relevant previous work product as deemed appropriate by the Consultant.

SECTION IV PROPOSAL EVALUATION

The Town may at its option interview any one or more Consultants. The Town may require additional information from those Consultants chosen for interviews. The Town's decision to select a Consultant will be based upon the following criteria, plus any other relevant factors that would further demonstrate a Consultant's qualifications:

- Completeness of Proposal
- Experience of Firm and Proposed Personnel (providing similar services)
- Proposed Approach and Methodology
- Timeliness/Meeting Deadlines

SECTION V SPECIAL CONDITIONS

General Information

Reimbursement will not be made for costs incurred prior to a formal Award. The proposal must be comprehensive and specify how the firm would complete all of the elements of the "Scope of Services".

Sample Professional Services Contract

Included in this package is a sample of the standard Professional Services Agreement used by the Town. Prospective firms are requested **to review this document and the general contract terms and conditions in Section VI below** and **comment** on any areas of objections **in their proposals**.

Subcontracting

The selected firm will agree not to assign or sublet the whole or any part of the contract without the prior written consent of the Town.

Changes in Scope of Services

The Town must be contacted prior to any change of scope in the work to be performed after the original contract has been signed which is expected to result in an increase of cost in excess of quoted fees, prior to commencement of the work. An agreed change of scope in the work to be performed shall be documented as a written change order, be accepted by all parties, and made a part of the original contract by addendum.

Response Material Ownership

All material submitted regarding this RFP becomes the property of the Town of Middleburg and will only be returned to the Consultant at the Town's option. The Town of Middleburg has the right to use any or all ideas presented in reply to this RFP. Disqualification of Consultant does not eliminate this right.

SECTION VI GENERAL CONTRACT TERMS & CONDITIONS

The Contract for the Scope of Services under this RFP shall include (by incorporation of this RFP):

1. Employment Discrimination by Consultants Prohibited
 - a. During the performance of a Contract, the Consultant shall agree that he will not discriminate against any employee or applicant for employment because of race, religion, color, sex or natural origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Consultant. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The Consultant, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, will state that such Consultant is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with Federal law, rule or regulation shall be deemed sufficient to meet this requirement.
 - d. The Consultant will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each

subcontractor or Consultant.

2. Drug-free Workplace Maintained

During the performance of the Work described in the professional services agreement for this project, the Consultant agrees to:

- a. Provide a drug-free workplace for the Consultant's employees;
- b. 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 Consultant's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- c. State in all solicitations or advertisements for employees placed by or on behalf of the Consultant that the Consultant maintains a drug-free workplace; and
- d. 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 Consultant.

3. Ethics in Public Contracting

The provisions contained in Article 6, Sections 2.2-4367, et seq. of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all contracts solicited or entered into by the Town. A copy of these provisions may be obtained from the Town Administrator. The provisions referenced in Ethics in Public contracting above supplement, but do not supersede, other provisions of law including, but not limited to, the State and Local Governments Conflict of Interests Act (§2.2-3100 et. seq.), the Virginia Governmental Frauds Act (§18.2-498.1 et. seq.) and Articles 2 (§18.2-498.1 et seq.), and 3 (§18.2-446 et seq.) of Chapter 10 of Title 18.2. The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the State and Local Governments Conflict of Interests Act. To the extent that violations of the ethical standards of conduct constitute violations of the Code of Virginia, they shall be punishable as provided therein. Such sanctions shall be in addition to the civil remedies set forth.

4. Compliance with federal, state, and local laws and federal immigration law; required contract provisions §2.2-4311.1

The Consultant does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

5. Compliance with state law; foreign and domestic businesses authorized to transact business in the Commonwealth

The Consultant organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law.

6. License Requirement

All firms doing business in the Town are required to be licensed in accordance with the Town's "Business, Professional, and Occupational Licensing (BPOL) Tax" Ordinance. Wholesale and retail merchants without a business location in the Town are exempt from this requirement.

Questions concerning the BPOL Tax should be directed to the Town Treasurer, telephone (540) 687-5152. The successful Consultant must obtain a Town BPOL license within 30 days of contract award.

7. Insurance

The successful Consultant shall provide and maintain the following minimum limits of insurance coverage during the period of performance required under a contract resulting from this Request for Proposals. Prior to commencing work under a resulting contract, the successful Consultant shall furnish to the Town a Certificate(s) of Insurance and endorsement naming the Town, its officers, employees and agents, as additional insureds, giving forty-five (45) days' notice of cancellation, non-renewal, or change in the insurance coverage, and/or restrictions. Additional insurance status can only be provided as an endorsement to the Consultant's insurance. This endorsement must be issued by the insurance company and evidence of the required endorsement provided to the Town. A notation of Additional Insured status on a Certificate of Insurance is not sufficient.

The insurance provided by the successful Consultant pursuant to the resulting contract shall apply on a primary basis and any other insurance or self insurance maintained by the Town or the Town's official, officer, agent or employee shall be excess of and not contributing with the insurance provided by or on behalf of the Consultant.

a. Commercial General Liability

The successful Consultant's insurance shall cover the Consultant for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form as filed for use in the Commonwealth of Virginia by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payments, and the elimination of coverage for Fire Damage Legal Liability.

The minimum limits to be maintained by the successful Consultant (inclusive of any amounts provided by an umbrella or excess policy) shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement to a Commercial General Liability Policy with the following amounts specified for this project:

	<u>Limits</u>
General Aggregate Limit (Other than Products/Completed Operations)	\$2,000,000
Products-Completed Operation - Aggregate Limit	\$1,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage Limit	\$ 500,000
Medical Expense Limit	\$1,000,000

b. Business Auto Policy

The successful Consultant's insurance shall cover the Consultant for those sources of liability which would be covered by Part IV of the latest edition of the standard Business Auto Policy as filed for use in the Commonwealth of Virginia by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned and hired autos. The minimum limits to be maintained by the successful Consultant (inclusive of any amounts provided by an umbrella or excess policy) shall be \$1,000,000 per accident combined single limit for bodily injury liability and property damage liability.

c. Workers' Compensation and Employers' Liability

- i. The successful Consultant's insurance shall cover the Consultant and its subcontractors of every tier of those sources of liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in the Commonwealth of Virginia by the National Council on Compensation Insurance, without restrictive endorsements, but including Broad Form All States Endorsement. In addition to coverage for the Virginia Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshore and Harbor Workers' Compensation Act, Maritime including Jones Act, Federal Employers Liability Act and any other applicable federal or state law.
- ii. Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Virginia Workers' Compensation Act, the United States Longshore and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy. The minimum amount of coverage for those coverage's customarily insured under Part Two of the standards Workers' Compensation (inclusive of any amounts provided by an umbrella or excess policy) shall be \$1,000,000 bodily injury by accident each accident, \$1,000,000 bodily injury by disease each employee, and \$1,000,000 bodily injury by disease policy limit or aggregate where such aggregate is applicable under the terms of the standard Workers' Compensation Policy.

d. Professional Liability

- i. The successful Consultant shall provide the Town with a Professional Errors and Omissions Liability Policy (E&O Policy). The policy shall cover the Town for all sources of liability which would be covered by the latest edition of the standard Errors and Omissions Liability Coverage Form, as filed for use in the Commonwealth of Virginia by the Insurance Services Office without the attachment of restrictive endorsements.
- ii. The minimum Professional Liability Policy limits to be provided by the successful Consultant (inclusive of any amounts provided by an umbrella or excess policy) shall be \$1,000,000 per claim/annual aggregate for bodily injury liability and property damage liability.
- iii. The limits afforded by the E&O Policy (or umbrella or excess policy with respect to it) shall apply only to the Town or Town's officials, officers, agents and employees and only to claims arising out of or in connection with the work under this contract.

The coverage other than Workers' Compensation may be either on an occurrence or a claims-made basis; provided, however, that claims-made coverage for other than the Products/Completed Operations shall respond to claims arising out of accidents, occurrences, incidents and offenses happening after the commencement of the resulting contract but before the end of the contract completion date provided that the claim is made within five years after the contract completion date; provided further that claims-made arise out of accidents, occurrences, incidents and offenses happening after the commencement of the resulting contract but before the end of three years after the contract completion date provided that the claim is made within eight years after the contract completion date.

8. Hold Harmless Clause

The successful Consultant shall, during the term of the contract including any warranty period, indemnify, and hold harmless the Town, its' officials, employees, agents and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property as a consequence of any negligent act or omission by the Consultant or his employees, or from any claims or amounts arising as a consequence of any violation of any law, bylaw, ordinance, regulation or decree by the Consultant, his employees, or his subcontractors. The Consultant agrees that this clause shall include claims involving infringement of patent or copyright.

9. Indemnification

The Consultant shall, during the term of the Contract including any warranty period, indemnify, defend, and hold harmless the Town, its officials, employees, agents, volunteers, and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, and the costs of appeals arising out of any such claims or suits, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property as a consequence of any neglect in safeguarding contract work or on account of any error or omission or negligent or wrongful act by the Consultant or his employees, or from any claims or amounts arising as a consequence of any violation of any law, bylaw, ordinance, regulation, or decree by the Consultant, his employees, or his subcontractors. It is understood and agreed that the Consultant is at all times herein acting as an independent Consultant.

10. Procedures

The extent and character of the services to be performed by the Consultant shall be subject to the general control and approval of the Town Administrator or her authorized representative(s). The Consultant shall not comply with request and/or orders issued by other than the Town Administrator or her authorized representative(s) acting within their authority for the Town.

11. Contract Period

The Contract shall cover the period from the date of Contract award to March 31, 2018. The contract may be extended by mutual agreement of the parties as necessary to complete the Scope of Services and dependent upon the availability of adequate funding for such extension.

Notice of intent to renew will be given to the Consultant in writing by the Town of Middleburg, normally ninety (90) days before the expiration of the current contract. Failure to give such notice will not constitute a breach of this contract. This notice will not be deemed to commit the Town of Middleburg to a contract renewal.

12. Termination

Subject to the provisions below, the contract may be terminated by the Town upon thirty (30) days advance written notice to the Consultant; however, if any work or service hereunder is in progress, but not completed as of the date of termination, then this contract may be extended upon written approval of the Town of Middleburg until said work or services are completed and accepted:

- a. By mutual agreement of the parties, in writing and signed by the parties.
- b. Termination for Convenience. In the event that this contract is terminated or canceled upon request and for the convenience of the Town, without the required thirty (30) days advance written notice, then the Town shall negotiate reasonable termination costs, if applicable.
- c. Termination for Cause. The Town may terminate this contract for cause, default, or negligence on the part of the Consultant at any time. Termination by the Town for cause, default or negligence on the part of the Consultant shall be excluded from the foregoing provision (b) hereinabove; termination cost, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.
- d. Termination Due to Unavailability of Funds in Succeeding Fiscal Years. If funds are not appropriated or otherwise made available to support continuation of the performance of this contract in a subsequent fiscal year, then the contract shall be canceled and the Consultant shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under the contract.

13. Ownership of Products

All control work, compilation of notes, work sheets, and any and all interim and final products and materials shall be the sole property of the Town. The Town shall be furnished reproducible and or electronic copies of all plans, reports and information collected or prepared under this agreement, upon request. The Town shall be furnished duplicate copies of other materials upon request.

All rights in intellectual property developed or created pursuant to this Agreement shall be the sole property of the Town. "Intellectual Property" includes all inventions subject to the U.S. Patent System (including but not limited to new processes, materials, compounds and chemicals), and all creations subject to the U.S. Copyright Act of 1976 (including but not limited to printed material, software, drawings, blueprints, and compilations such as electronic databases).

14. Conflict of Interest

In the event that a conflict of interest arises with the successful Consultant acting as the Town's authorized Consultant on a specific job, the Town reserves the right to seek professional services elsewhere on the specific job over which the conflict arose.

15. Invoicing and Payment

- a. The Consultant shall submit invoices, in duplicate, monthly, such statement to include a breakdown of all charges for that monthly period. For special or additional services authorized by the Town under the contract, the Consultant shall submit invoices, in duplicate, upon completion of each project or service, such statement to include a detailed breakdown

of all labor and equipment charges for the service or project.

Invoices shall be based upon actual services rendered and actual hours of performance. All such invoices will be paid within 30 days of receipt by the Town unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Consultant shall provide complete cooperation during any such investigation. All invoices shall be forwarded to the following address:

Town of Middleburg
Attention: Town Treasurer
P.O. Box 187
Middleburg, Virginia 20118-0187

b. Examination of Records

- i. The Consultant agrees that the Town of Middleburg Town Administrator, or his/her duly authorized representative, shall, until the expiration of five (5) years following the final payment on the contract, have access to and the right to examine and copy any directly pertinent books, documents, papers and records of the Consultant involving transactions related to the contract in question.
- ii. The Consultant shall include a similar access, examination and copying requirement to the aforementioned, in any subcontract which is for more than \$10,000.
- iii. In the event there is litigation or arbitration involving the Consultant, rights of access, examination and copying thereunder shall continue until any litigation, appeals, claims or arbitration shall have been finally concluded.

OWNER-CONSULTANT AGREEMENT

THIS AGREEMENT, made this _____ day of _____ 2016, by and between the Town of Middleburg, Virginia, a Virginia municipal corporation hereinafter called "Town" and _____, (an individual, a Partnership or a Corporation), hereinafter called "Consultant".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The Consultant shall commence and complete the Middleburg Comprehensive Plan Update project, all as detailed in Section II (Scope of Services) of the Request for Proposals related to the project described herein.

2. The Consultant shall furnish all of the material, supplies, tools, equipment, labor and other services necessary for the completion of the project described herein.

3. The Consultant shall commence the work required by the Contract Documents within 10 days after the date of the NOTICE TO PROCEED.

4. The Consultant agrees to perform all of the work described in the Contract Documents.

5. The term "Contract Documents" means and includes the following:

- a. Request for Proposals, including, but not limited to General Contract Terms & Conditions
- b. Consultant Proposal
- c. Contract Agreement
- d. Notice of Award
- e. Notice to Proceed
- f. Change Order(s)
- g. Addenda:

No. _____, dated _____, 20__.

No. _____, dated _____, 20__.

6. The Town shall pay to the Consultant in the manner and at such times as set forth in the General Conditions such amounts as required by the Contract Documents. Progress payments shall be made monthly, assuming proper submission of invoices by Consultant.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

8. This Contract shall be construed in accordance with the laws of the Commonwealth of Virginia. Any judicial action shall be filed in the Commonwealth of Virginia, County of Loudoun.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in two copies, each of which shall be deemed an original on the date first above written.

APPROVED AS TO FORM:

TOWN:

By: _____

Town Attorney

Name: _____

Title: _____

Notary Public Commission Expires

Commission Number: _____

CONSULTANT:

By: _____

Name: _____

Title: _____

Notary Public Commission Expires

Commission Number: _____