

**CONTRACT AMENDMENT**

**DINWIDDIE COUNTY**  
**RADIO CONSULTANT – PHASE III**

The Agreement is made this \_\_\_\_\_ day of March 2020, by and between **Federal Engineering Inc.**, of 10600 Arrowhead Drive, Suite 160, Fairfax, Virginia 22030 (party of the first part, and hereinafter known as “Contractor”), and the **County of Dinwiddie**, Virginia (party of the second part, and hereinafter known as “County”).

**WHEREAS**, in November 2016 the County has selected Contractor to provide Radio Consultant Services, according to the specifications in a Request for Proposals;

**WHEREAS**, County wishes to move forward with Phase III of the project (Construction Management); and

**NOW THEREFORE**, in consideration of the mutual benefits, promises, and undertakings, the sufficiency and receipt of which are acknowledged, the following terms and conditions are agreed to by the parties to this Contract:

1. **Incorporation by Reference.** The following are made a part hereof as if the same were fully set forth herein, and if any discrepancies arise between the documents, they will prevail in the following order: (1) this Contract Amendment, (2) Contractor’s Statement of Work and quote dated March 6, 2020, (3) Contract between County and Contractor dated November 16, 2016, and (4) Request for Proposals # 16-081216 including any addenda. This procurement is governed by the Virginia Public Procurement Act and the Dinwiddie County Purchasing Policies and Procedures. All terms and conditions of the Act and the Policies and Procedures are hereby adopted and incorporated by reference herein.
2. **Term of Contract.** This agreement does not bind the parties beyond Phase III and the Contractor understands that further approval by the Dinwiddie County Board of Supervisors is required before additional services identified in the RFP are commenced. Terms and conditions, including consideration, for such additional services would be negotiated at such time as the parties agree to proceed with such services.

Services listed in this Contract Amendment will begin April 1, 2020 and will continue through Final Project Acceptance plus six (6) months or until services are no longer needed.

3. **Costs.** Contractor agrees to perform all work pursuant to this Contract based on time and materials and an amount not-to-exceed TWO HUNDRED TWENTY THOUSAND AND NO/100 DOLLARS (\$220,000.00) (the “Contract Price”). The County will pay a minimum of \$2,000 per month to the Contractor for the duration of the project. If actual costs in a month are less than \$2,000, a credit for the difference will be applied to the following month’s invoice. All services provided shall be charged based on unit prices as listed in the Contractors quote dated March 6, 2020. Any travel related expenses shall not exceed per diem rates set by the U.S. General Services Administration (GSA).

Contractor shall submit a report every two (2) weeks documenting all billable services completed to date. The County shall be notified when charges are expected to exceed the \$2,000 in any month.

Invoices shall include a full report of billable services for the month. Payment shall be made to Contractor within thirty (30) days after receipt of invoice and after County has reviewed and accepted all backup documentation.

4. **Notices.** Any notices required shall be in writing, unless otherwise permitted hereunder, and shall be deemed received five (5) days after mailing of same in the U. S. Mail with postage prepaid at the addresses set forth below or upon actual receipt:

<u>Notice to County shall be made to:</u>	<u>Notice to Contractor shall be made to:</u>
W. Kevin Massengill	Ronald Bosco
County Administrator	Federal Engineering, Inc.
P. O. Drawer 70	10600 Arrowhead Drive
Dinwiddie, Virginia 23841	Fairfax, Virginia 22030
(804) 469-4500	(703) 359-8200
accounting@dinwiddieva.us	rbosco@fedeng.com

5. **General Terms and Conditions.** During the term of this Contract, Contractor agrees to procure and maintain insurance which meets all County's requirements in the original Request for Proposals documents.
6. **Counterparts.** This Agreement may be executed in one or more counterparts each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signed signature pages may be transmitted by facsimile or as an attachment to an email, and any such signature shall have the same legal effect as an original.
7. **Severability.** If any provision of this Agreement is determined to be unenforceable, invalid or illegal, then the enforceability, validity and legality of the remaining provisions will not in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law.
8. **Miscellaneous.** This Contract shall be governed by the laws of the Commonwealth of Virginia. Jurisdiction and venue for any litigation arising out of or involving this Agreement shall lie in the Circuit Court of the County of Dinwiddie, Virginia, and such litigation shall be brought only in such courts. All pronouns used herein shall refer to every gender. Headings or titles in this Contract are only for convenience and shall have no meaning or effect upon the interpretation of the provisions of this Contract. This Contract is the entire agreement between the parties and may not be amended or modified, except by writing, signed by each party. If any provision of this Contract is determined to be unenforceable, then the remaining provisions of this Contract shall be interpreted as in effect as if such unenforceable provision were not included therein.

**IN WITNESS WHEREOF**, the parties hereto have executed this Contract as of the day first written above.

County of Dinwiddie, Virginia

Federal Engineering, Inc.

X

\_\_\_\_\_  
W. Kevin Massengill  
County Administrator

X

\_\_\_\_\_  
Print Name/Title:

Approved as to form:

Department Approval:

X

\_\_\_\_\_  
Legal Counsel

X

\_\_\_\_\_  
Dennis Hale  
Chief of Fire & EMS