

**CONTRACT**

**DINWIDDIE COUNTY**  
**ARCHITECTURAL AND ENGINEERING SERVICES**

The Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_ 2021, by and between **HBA Architecture & Interior Design, Inc.**, of One Columbus Center, Suite 1000, Virginia Beach, Virginia 23462 (party of the first part, and hereinafter known as “Contractor”), and the **County of Dinwiddie, Virginia** and the **Dinwiddie County School Board** (parties of the second part, and hereinafter known as “County”).

**WHEREAS**, pursuant to the Virginia Public Procurement Act, County solicited proposals to provide professional architectural and engineering services on an as-needed basis for Dinwiddie County and Dinwiddie County School Board; and

**WHEREAS**, the County reserved the right to award multiple contracts to more than one contractors and has adopted policies regarding the distribution of projects among multiple contractors; and

**WHEREAS**, Contractor submitted a proposal for same, consistent with the specifications in the Request for Proposals; and

**WHEREAS**, Contractor was among those selected as having made the best proposal; and

**WHEREAS**, County has selected Contractor to provide services;

**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, (2) Request for Proposals # 21-051221 including any addenda and (3) Contractor’s proposal dated May 27, 2021. 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.** The term of this contract shall be for one (1) year with the option for renewals under the terms, conditions and unit pricing of the original contract for up to four (4) additional years, unless either party gives written notification to the other party sixty (60) days prior to expiration of the then-current term that they do not wish to renew. The contract and any renewals are subject to the availability of funds and annual appropriations by the Board of Supervisors. Price increases, if any, shall be negotiated at the time of renewal and shall not exceed 3% annually.
3. **Costs.** Contractor agrees to perform all work pursuant to this Contract according to the fee schedule attached as Exhibit A (the “Contract Price”). All travel-related reimbursable expenses

shall not exceed the current GSA rates. Any subcontractor reimbursable expenses may have a markup not to exceed 10% of actual cost.

Any individual project fee shall not exceed \$150,000 in accordance with Code of Virginia Section 2.2-4303.1.

Payment shall be made to Contractor within thirty (30) days after receipt of invoice.

4. **Notices.** Any notices required shall be in writing and be sent either by U.S. Mail with postage prepaid or by email to the addresses set forth below:

Notice to County shall be made to:  
Procurement  
Dinwiddie County  
P.O. Drawer 70  
Dinwiddie, Virginia 23841  
(804) 469-4500  
Accounting@dinwiddieva.us

Notice to Contractor shall be made to:  
Joseph A. Miller  
HBA Architecture & Interior Design, Inc.  
One Columbus Center, Suite 1000  
Virginia Beach, Virginia 23462  
(757) 490-9048  
JoeM@hbaonline.com

5. **Insurance.** During the term of this Contract, Contractor agrees to procure and maintain insurance which meets all County's requirements in the Request for Proposals. The County agrees to accept the Contractors current insurance limits, which differ from the requirements set forth in Section 7.10 of Request for Proposals. The Contractor's current limit for Professional Liability Insurance is \$3,000,000 per occurrence and \$5,000,000 aggregate. The Contractor shall notify the County if these insurance limits decrease at any time during the term of this contract.
6. **Indemnification.** *Replaces Section 7.9 of the RFP.* The Contractor agrees, to the fullest extent permitted by law, to indemnify and hold harmless the County, its officers, directors and employees against damages, including reasonable attorneys' fees, to the extent caused by the Contractor's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the Contractor is legally liable.
7. **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.
8. **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.
9. **Force Majeure.** Neither party hereto shall be held liable for delay or failure to perform hereunder, when such delay or failure is without its fault or negligence and due solely to events beyond its control which cannot reasonably be forecast or provided against such as fires, strikes, floods, hurricanes, tornadoes, snowstorms, acts of God, acts of war or terrorism, or legal acts of public authorities.

**10. 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

HBA Architecture & Interior Design, Inc.

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

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

Dinwiddie County School Board

X  
\_\_\_\_\_  
Dr. Kari Weston  
Superintendent

Approved as to form:

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

**EXHIBIT A  
HOURLY RATES**

**Architectural**

Principal	\$ 250.00
Associate Principal	\$ 220.00
Senior Architect/Project Manager	\$ 135.00
Architect	\$ 125.00
Construction Administrator	\$ 165.00
Sr. CADD Technician	\$ 135.00
Interior Designer	\$ 85.00
Architectural Intern	\$ 85.00
CADD Technician	\$ 85.00
Clerical/Administrative	\$ 65.00

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