

**CONTRACT**

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

The Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_ 2021, by and between **Summit Design and Engineering Services, PLLC**, of 2201 W. Broad Street, #204, Richmond, Virginia 23220 (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:  
Zachary P. Weddle  
Summit Design and Engineering Services, PLLC  
2201 W. Broad Street, #204  
Richmond, Virginia 23220  
(804) 204-1022  
Zachary.weddle@summitde.net

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 \$5,000,000 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. **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. **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.
9. **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

Summit Design and Engineering Services, PLLC

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**

<b>ARCHITECTURAL SERVICES</b>	
<b>TITLE</b>	<b>UNIT RATE</b>
Principal Architect	\$230.00 Per Hour
Senior Project Manager	\$190.00 Per Hour
Project Manager	\$165.00 Per Hour
Senior Architect	\$215.00 Per Hour
Senior Project Architect	\$170.00 Per Hour
Project Architect III	\$160.00 Per Hour
Project Architect II	\$140.00 Per Hour
Project Architect I	\$120.00 Per Hour
Contract Administrator II	\$120.00 Per Hour
Contract Administrator I	\$110.00 Per Hour
Designer III	\$110.00 Per Hour
Designer II	\$100.00 Per Hour
Designer I	\$90.00 Per Hour

<b>SURVEY AND GEOMATICS SERVICES</b>	
<b>TITLE</b>	<b>UNIT RATE</b>
Department Head	\$210.00 Per Hour
Project Manager	\$165.00 Per Hour
Project Coordinator	\$125.00 Per Hour
Staff Professional IV	\$155.00 Per Hour
Staff Professional III	\$130.00 Per Hour
Designer III	\$110.00 Per Hour
Designer II	\$100.00 Per Hour
Designer I	\$90.00 Per Hour
1 Man Survey Crew	\$125.00 Per Hour
2 Man Survey Crew	\$160.00 Per Hour
3 Man Survey Crew	\$190.00 Per Hour
1 Man Laser Scanning Crew	\$165.00 Per Hour
2 Man Laser Scanning Crew	\$230.00 Per Hour

<b>MISCELLANEOUS</b>	
<b>TITLE</b>	<b>UNIT RATE</b>
Admin/Clerical	\$60.00 Per Hour

<b>ENGINEERING/PLANNING SERVICES</b>	
<b>TITLE</b>	<b>UNIT RATE</b>
Senior Consultant	\$275.00 Per Hour
Department Head	\$210.00 Per Hour
Operations Manager	\$180.00 Per Hour
Senior Project Manager	\$190.00 Per Hour
Project Manager	\$165.00 Per Hour
Senior Professional	\$165.00 Per Hour
Project Engineer III	\$160.00 Per Hour
Project Engineer II	\$140.00 Per Hour
Project Engineer I	\$120.00 Per Hour
Engineering Intern	\$100.00 Per Hour
Intern	\$65.00 Per Hour
Senior Landscape Architect	\$175.00 Per Hour
Senior Project Geologist	\$155.00 Per Hour
Project Coordinator	\$125.00 Per Hour
Staff Professional IV	\$155.00 Per Hour
Staff Professional III	\$130.00 Per Hour
Staff Professional II	\$100.00 Per Hour
Staff Professional I	\$80.00 Per Hour
Designer III	\$110.00 Per Hour
Designer II	\$100.00 Per Hour
Designer I	\$90.00 Per Hour
Construction Inspector	\$90.00 Per Hour
Field Technician IV	\$85.00 Per Hour
Field Technician III	\$75.00 Per Hour
Field Technician II	\$65.00 Per Hour
Field Technician I	\$55.00 Per Hour
Certified Weld Inspector	\$85.00 Per Hour
Principal Planner	\$150.00 Per Hour
Planner III	\$125.00 Per Hour
Planner II	\$110.00 Per Hour
Planner I	\$90.00 Per Hour
Planning Technician	\$85.00 Per Hour
Senior Community Development Specialist	\$105.00 Per Hour

## CONSTRUCTION AND MATERIALS TESTING & INSPECTIONS

<b>FIELD TESTING &amp; OBSERVATION SERVICES</b>	
TITLE	UNIT RATE
Field Technician I	\$55.00 Per Hour
Field Technician II	\$65.00 Per Hour
Field Technician III	\$75.00 Per Hour
Field Technician IV	\$85.00 Per Hour
Field Technician V	\$90.00 Per Hour
AWS CWI Certified Welding Inspection	\$85.00 Per Hour
<b>Travel (Portal to Portal)</b>	
Overtime: Over 8hr/day, Over 40 hr/week, nights and Saturdays	Regular Time x 1.5 Per Hour
Doubletime: Sundays & Holidays	Regular Time x 2.0 Per Hour

<b>ENGINEERING &amp; PROJECT MANAGEMENT SERVICES</b>	
TITLE	UNIT RATE
Admin/Clerical	\$60.00 Per Hour
Staff Professional I	\$80.00 Per Hour
Staff Professional II	\$100.00 Per Hour
Project Engineer I	\$120.00 Per Hour
Project Engineer II	\$140.00 Per Hour
Project Engineer III	\$160.00 Per Hour
Senior Professional	\$165.00 Per Hour
Senior Project Manager	\$190.00 Per Hour
Department Head	\$210.00 Per Hour

<b>FIELD TESTING EQUIPMENT</b>	
TITLE	UNIT RATE
Nuclear Density Equipment	\$30.00 Per Day
Ultrasonic Equipment	\$100.00 Per Day
Dipstick (Floor Flatness Profiler)	\$100.00 Per Day
Coring Equipment	\$250.00 Per Day

<b>LABORATORY SERVICES</b>		
TITLE	UNIT RATE	
Engineering Classification ASTM D2487	\$4.00	Per Test
Natural Moisture Content ASTM D2216	\$8.00	Per Test
Wash #200 Sieve Analysis ASTM D1140	\$40.00	Per Test
Atterberg Limits ASTM D4318	\$70.00	Per Test
Standard Proctor ASTM D698	\$150.00	Per Test
Modified Proctor ASTM D1557	\$175.00	Per Test
Soil-Cement Proctor	\$250.00	Per Test
ABC Stone Proctor ASTM D698 or ASTM D1557	\$175.00	Per Test
Concrete Compressive Strength ASTM C39	\$18.00	Per Test
Lightweight Concrete Density ASTM C567	\$30.00	Per Test
Concrete Core Compressive Strength ASTM C42	\$35.00	Per Test
Mortar Compressive Strength ASTM C109	\$15.00	Per Test
Grout Compressive Strength ASTM C1019	\$30.00	Per Test
Specific Gravity of Asphalt Core ASTM D2726	\$35.00	Per Test
Flexural Strength of Concrete ASTM C78	\$40.00	Per Test
CMU Testing ASTM C140	\$225.00	Per Test
California Bearing Ratio (3 Point Test)	\$450.00	Per Test
Specific Gravity of Soils ASTM D854	\$80.00	Per Test
Particle Size Sieve Analysis ASTM D6913/D422	\$80.00	Per Test
Hydrometer Analysis ASTM D7928/D422	\$60.00	Per Test

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## GEOTECHNICAL ENGINEERING

<b>PROFESSIONAL SERVICES</b>		
TITLE	UNIT RATE	
Administration	\$60.00	Per Hour
Field Technician I	\$55.00	Per Hour
Field Technician II	\$65.00	Per Hour
Staff Professional I	\$80.00	Per Hour
Staff Professional II	\$100.00	Per Hour
Staff Professional III	\$130.00	Per Hour
Staff Professional IV	\$155.00	Per Hour
Designer I	\$90.00	Per Hour
Project Engineer I	\$120.00	Per Hour
Project Engineer II	\$140.00	Per Hour
Project Engineer III	\$160.00	Per Hour
Senior Project Geologist	\$155.00	Per Hour
Senior Professional	\$165.00	Per Hour

<b>LABORATORY SERVICES</b>		
TITLE	UNIT RATE	
Engineering Classification ASTM D2487	\$4.00	Per Test
Natural Moisture Content ASTM D2216	\$8.00	Per Test
Wash #200 Sieve Analysis ASTM D1140	\$40.00	Per Test
Atterberg Limits ASTM D4318	\$70.00	Per Test
Standard Proctor ASTM D698	\$150.00	Per Test
Modified Proctor ASTM D1557	\$175.00	Per Test
ABC Stone Proctor ASTM D698 or ASTM D1557	\$175.00	Per Test
NCDOT Atterberg Limits & Grain Size	\$150.00	Per Test
Unconfined Compressed Strength of Soil	Quote	Per Test
Soils Consolidations	Quote	Per Test
ABC Gradation	\$150.00	Per Test
California Bearing Ratio (3 Point Test)	\$450.00	Per Test
Specific Gravity of Soils ASTM D854	\$80.00	Per Test
pH of Soil (AASHTO T-289)	\$20.00	Per Test
Visual Manual Classification	\$50.00	Per Test
Particle Size Sieve Analysis ASTM D6913/D422	\$80.00	Per Test
Hydrometer Analysis ASTM D7928/D422	\$60.00	Per Test

<b>DRILLING SERVICES</b>		
TITLE	UNIT RATE	
Daily Rate - Drill Rig & Crew - 8 hours*	\$2,000.00	Lump Sum
One Half Day Rate - Drill Rig and Crew - 4 hours*	\$1,000.00	Lump Sum
Mob/Demob - Drill Rig*	\$500.00	Lump Sum
Mob/Demob - ATV Water Buggie*	\$500.00	Lump Sum
Additional Mileage (Beyond 50 Mile Radius)	\$5.00	Per Mile
Drill/Sample 0-50 ft. Mud Rotary up to 3 7/8 in.	\$14.00	Per Foot
Drill/Sample 50-100 ft. Mud Rotary up to 3 7/8 in.	\$15.50	Per Foot
Drill/Sample 100-150 ft. Mud Rotary up to 3 7/8 in.	\$17.00	Per Foot
Drill/Sample 0-50 ft. Hollow Stem up to 2 1/4 in.	\$14.00	Per Foot
Drill/Sample 50-100 ft. Hollow Stem up to 2 1/4 in.	\$15.50	Per Foot
Surcharge Hard Drilling (greater than 50 bpf)	\$4.00	Per Foot
Borehole Casing (Steel, NW)	\$7.00	Per Foot
Borehole Casing (Steel, HW)	\$9.00	Per Foot
Borehole Casing using Casing Advancer	\$20.00	Per Foot
Auger Probes 0-50 ft.	\$10.00	Per Foot
Rock Coring 0-50 ft. BGS (NQ2)	\$49.00	Per Foot
Rock Coring 50-100 ft. BGS (NQ2)	\$55.00	Per Foot
Rock Coring 100-150 ft. BGS (NQ2)	\$60.00	Per Foot
Rock Coring 150 ft.+ BGS (NQ2)	\$65.00	Per Foot
Extra Split-spoon Samples (0-50 ft.)	\$30.00	Each
Extra Split-spoon Samples (50-100 ft.)	\$55.00	Each
Extra Split-spoon Samples (100-150 ft.)	\$100.00	Each
Bulk Sample	\$40.00	Each
Shelby Tube Sample	\$110.00	Per Foot
Piezometers (labor & materials, exclude borehole)	\$18.00	Per Foot
Materials (hole plug - abandoned holes)	\$10.00	Per Foot
Grouting Boreholes (neat cement up to 5 in. dia.)	\$25.00	Per Foot
Hauling Water	\$175.00	Per Hour
Water Truck/Water Buggie	\$250.00	Per Day
Standby/Moves/Cleanup/Clearing with Chainsaw	\$175.00	Per Hour
Crew Travel Time	\$85.00	Per Hour
Rock Coring/Rotary Setup	\$130.00	Each
Additional Helper (Requested by Client)	\$400.00	Per Day

<b>PAVEMENT INVESTIGATION SERVICES</b>		
TITLE	UNIT RATE	
Pavement Investigation (Drill Rig and Drill Crew)	\$2,200.00	Per Day
Pavement Investigation (Drill Rig and Drill Crew)	\$2,260.00	Per Night