

CONTRACT

DINWIDDIE COUNTY
ARCHITECTURAL AND ENGINEERING SERVICES

The Agreement is made this _____ day of _____ 2021, by and between **Townes Site Engineering, PC** of 1 Park West Circle, Suite 108, Midlothian, Virginia 23114 (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 26, 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:

Brian Mitchell
Townes Site Engineering, PC
1 Park West Circle, Suite 108
Midlothian, Virginia 23114
(804) 748-9011 Ext 223
bmitchell@cctownes.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 \$2,000,000 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

Townes Site Engineering, PC

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

DRAFT

**EXHIBIT A
HOURLY RATES**

Engineering	
Principal Professional Engineer	\$195.00/Hour
Associate Professional Engineer	\$150.00/Hour
Professional Engineer	\$135.00/Hour
Senior Project Engineer	\$120.00/Hour
Project Engineer	\$110.00/Hour
Civil Designer	\$ 95.00/Hour
Senior CADD Technician	\$ 85.00/Hour
CADD Technician	\$ 75.00/Hour
Surveying	
Licensed Surveyor	\$150.00/Hour
Project Surveyor	\$100.00/Hour
Surveyor- Crew Chief	\$ 90.00/Hour
Survey Field Crew (2 Person Crew)	\$140.00/Hour
Environmental	
Principal Environmental Scientist	\$150.00/Hour
Senior Environmental Scientist (Licensed)	\$125.00/Hour
Environmental Scientist	\$ 85.00/Hour
Environmental Technician	\$ 70.00/Hour
Geotechnical/Structural	
Senior Professional Engineer	\$150.00/Hour
Professional Engineer	\$125.00/Hour
Project Engineer	\$100.00/Hour
Senior Construction Inspector	\$ 75.00/Hour
Construction Inspector Grade II	\$ 60.00/Hour
Construction Inspector Grade I	\$ 45.00/Hour
Field Intern	\$ 30.00/Hour
Support Staff	
Clerical	\$ 55.00/Hour
Delivery	\$ 45.00/Hour
Expert Witness (Includes preparation, research, depositions, and testimony)	2 Times Hourly Billing Rate