Contract #:	22-0007
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CONTRACT

<u>DINWIDDIE COUNTY</u> ARCHITECTURAL AND ENGINEERING SERVICES

The Agreement is made this <u>27th</u> day of <u>July</u> 2021, by and between **Summit Design and Engineering Services, PLLC**, of 320 Executive Court, Hillsborough, North Carolina
27278 (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.

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: Notice to Contractor shall be made to:

Procurement Zachary P. Weddle

Dinwiddie County

Summit Design and Engineering Services, PLLC

P.O. Drawer 70 320 Executive Court

Dinwiddie, Virginia 23841 Hillsborough, North Carolina 27278

(804) 469-4500 (804) 204-1022

Accounting@dinwiddieva.us Zachary.weddle@summitde.net

- **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 ha	ave executed	this C	ontract a	s of the	day firs
written above								

County of Dinwiddie, Virginia

Summit Design and Engineering Services, PLLC

W. Kevin Massengill

W. Kevin Massengill

County Adminstrator

Print Name/Title:

Vice President-VA

Dinwiddie County School Board

Dr. Kari Weston

Dr. Kari Weston

Superintendent

Approved as to form:

Legal Counsel

EXHIBIT A HOURLY RATES

ARCHITECTURAL SERVICES		
TITLE	UNIT RATE	
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	

SURVEY AND GEOMATICS SERVICES			
TITLE	UNIT RATE		
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		

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

ENGINEERING/PLANNING SERVICES		
TITLE	UNIT RATE	
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	\$105.00 Per Hour	
Development Specialist	φ100.00 1 01 11001	
Developmentspecialist		

CONSTRUCTION AND MATERIALS TESTING & INSPECTIONS

FIELD TESTING & OBSERVATION SERVICES		
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	
Travel (Portal to Portal)		
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	

ENGINEERING & PROJECT MANAGEMENT SERVICES		
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	

FIELD TESTING EQUIPMENT		
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	

LABORATORY SERVICES			
TITLE	UNIT RATI	E	
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	

GEOTECHNICAL ENGINEERING

PROFESSIONAL SERVICES			
TITLE	UNIT RA	TE	
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	

LABORATORY SERVICES			
TITLE	UNIT RAT	Е	
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	

DRILLING SERVICES		
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

PAVEMENT INVESTIGATION SERVICES		
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	

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Certificate Of Completion

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Subject: Contract with Summit

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Document Pages: 7 Certificate Pages: 5

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Envelope Originator:

Hollie Casey

hcasey@dinwiddieva.us IP Address: 139.60.228.178

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hcasey@dinwiddieva.us

Location: DocuSign

Signer Events

William Hefty bill@heftywiley.com

Legal Counsel
County of Dinwiddie

Security Level: Email, Account Authentication

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Signature

Signatures: 4

Initials: 0

was kely

Signature Adoption: Drawn on Device Using IP Address: 50.251.122.174

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Electronic Record and Signature Disclosure:

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W. Kevin Massengill

kmassengill@dinwiddieva.us

County Administrator Dinwiddie County

Security Level: Email, Account Authentication

(None)

W. kevin Massengill

Signature Adoption: Pre-selected Style Using IP Address: 73.216.249.7

Using IP Address. 73.216.249.7

Signed using mobile

Sent: 7/26/2021 | 09:29 AM Viewed: 7/26/2021 | 06:33 PM Signed: 7/26/2021 | 06:33 PM

Electronic Record and Signature Disclosure:

Accepted: 4/17/2020 | 03:04 PM

ID: 42c6e72a-b34f-45d6-988d-e9d30e610ed4

Company Name: Dinwiddie County

Dr. Kari Weston

kweston@dcpsnet.org

Security Level: Email, Account Authentication

(None)

Dr. kari Weston

Signature Adoption: Pre-selected Style Using IP Address: 24.149.80.130

Sent: 7/26/2021 | 09:29 AM Viewed: 7/26/2021 | 11:09 AM Signed: 7/26/2021 | 11:10 AM

Electronic Record and Signature Disclosure:

Accepted: 7/26/2021 | 11:10 AM

ID: 16446c5c-e2ab-4ac1-87cd-f5c500bb96cb Company Name: Dinwiddie County

zachary weddle

zachary.weddle@summitde.net

Vice President

Security Level: Email, Account Authentication

(None)

Zanty Photol

Signature Adoption: Pre-selected Style Using IP Address: 184.170.75.34

Sent: 7/26/2021 | 06:33 PM Viewed: 7/27/2021 | 09:39 AM Signed: 7/27/2021 | 10:20 AM

Electronic Record and Signature Disclosure:

Accepted: 7/27/2021 | 09:39 AM ID: 4fe5ebc4-7456-4cc7-802d-428b18fb25da Company Name: Dinwiddie County

Signer Events Hollie Casey hcasey@dinwiddieva.us Procurement Officer Dinwiddie County Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Signature **Timestamp**

Completed

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Sent: 7/27/2021 | 10:20 AM Viewed: 7/27/2021 | 10:48 AM Signed: 7/27/2021 | 10:49 AM

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Notary Events Envelope Summary Events	Signature Status	Timestamps
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Envelope Summary Events Envelope Sent Certified Delivered Signing Complete	Status Hashed/Encrypted Security Checked Security Checked	Timestamps 7/21/2021 09:08 AM 7/27/2021 10:48 AM 7/27/2021 10:49 AM

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Dinwiddie County (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Dinwiddie County:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: hcasey@dinwiddieva.us

To advise Dinwiddie County of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at hcasey@dinwiddieva.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Dinwiddie County

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to heasey@dinwiddieva.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Dinwiddie County

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to hcasey@dinwiddieva.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Dinwiddie County as described above, you consent to receive
 exclusively through electronic means all notices, disclosures, authorizations,
 acknowledgements, and other documents that are required to be provided or made
 available to you by Dinwiddie County during the course of your relationship with
 Dinwiddie County.