

CONTRACT

DINWIDDIE COUNTY TELECOMMUNICATIONS CONSULTANT

The Agreement is made this 27th day of June 2018, by and between **Atlantic Technology Consultants, Inc.**, of 6260 Pine Slash Road, Mechanicsville, Virginia 23116 (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, pursuant to the Virginia Public Procurement Act, County used cooperative procurement to procure telecommunication consulting services; and

WHEREAS, Contractor was selected to provide telecommunication consulting services; 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 including the General Terms and Conditions, and (2) Contract between County of Fluvanna, Virginia and Atlantic Technology Consultants, Inc. dated December 19, 2017 including all attachments and amendments. 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 initial term of the contract shall be from the date of this contract through December 18, 2018. There shall be the option of automatic renewals under the terms, conditions and unit pricing of the original contract for up to four (4) additional one-year terms, 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 in accordance with the original contract.
3. **Costs.** Contractor agrees to perform all work pursuant to this Contract for the fees listed in Fluvanna County's Contract and summarized below (the "Contract Price"):
 - Telecom Comp Plan/Ordinance Review - \$150.00/hour
 - Tower/Structure Leasing - \$150.00/hour
 - Conditional Use Permit - \$3,200 flat rate per application
 - Co-location Reviews on Existing Towers - \$900.00 flat rate per application
 - Other Hourly Rates:
 - Accounting/Financial Analysis/Audit - \$100.00/hour
 - Communication Technician - \$75.00/hour

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

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:

Notice to County shall be made to:

W. Kevin Massengill
County Administrator
P. O. Drawer 70
Dinwiddie, Virginia 23841
(804) 469-4500
accounting@dinwiddieva.us

Notice to Contractor shall be made to:

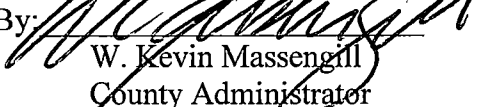
Harriet R. Condyles
Atlantic Technology Consultants, Inc.
6260 Pine Slash Road
Mechanicsville, Virginia 23116
(804) ~~550-7490~~ 559-6004 HRC
hcondyles@atlanticgroup.com

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 General Terms and Conditions.
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.

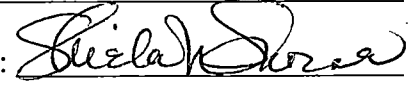
County of Dinwiddie, Virginia

Atlantic Technology Consultants, Inc.

By: 
W. Kevin Massengill
County Administrator

By: Hannet R. Condyless
Title: VP + CEO

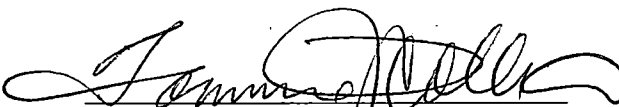
Attest: 

Attest: 

Approved as to form:

Department Approval:


Tyler Southall, County Attorney


Tammie Collins, Deputy Co Administrator
Planning & Community Development

GENERAL TERMS AND CONDITIONS
to be included in every contract over \$10,000

A. Anti-Discrimination Against Faith-Based Organizations Statement by County:

The County does not discriminate against faith-based organizations. Contractor certifies to the County that it will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If Contractor is a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

B. Anti-Discrimination Statement by Contractor

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or Contractor.

C. Immigration Reform and Control Act of 1986:

Contractor certifies that it does not and will not during the performance of this contract knowingly employ unauthorized alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.

D. Insurance:

Contractor certifies that it will have the following insurance coverage at the time the contract is awarded. If any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. Contractor

further certifies that the Contractor and any subcontractors will maintain this insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. Subcontractors, if any, will maintain similar insurance coverage during the entire term of the contract.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the County of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The "County of Dinwiddie, Virginia, its Officers, agents, and employees" shall be named as additional insured on a primary basis and so endorsed on the policy. Such additional insured status shall be primary without participation by County's insurers.
4. Automobile Liability - \$1,000,000 per occurrence.
5. Professional Liability - \$1,000,000 per occurrence.
6. Umbrella Liability - \$1,000,000 per occurrence.

E. Drug-Free Workplace:

During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or Contractor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

F. Payment:

- (1) To Prime Contractor(s):
 - a. Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the Accounts Payable address shown on the purchase order/contract. All invoices

shall show the County contract number and/or purchase order number; social security number (for individual Contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- d. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the County shall promptly notify the Contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve the County of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 2.2-4363).
- e. Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent (1%) per month (Code of Virginia, § 2.2-4354).

(2) To Subcontractor(s):

- a. Within seven (7) days of the Contractor's receipt of payment from the County for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract a Contractor awarded a contract under this solicitation is hereby obligated:
 - 1. To pay the subcontractor(s); or
 - 2. To notify the County and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.
- b. The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the County, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier Contractor performing under the primary contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the County.

G. Authorization to Transact Business in the Commonwealth:

In order to contract with Dinwiddie County, contractors organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Code of Virginia, Title 13.1 or Title 50 or as otherwise required by law. Pursuant to competitive sealed bidding or competitive negotiation, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 shall include in its bid or proposal the identification number issued to it by the State Corporation Commission. Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Any bidder or offeror that fails to provide the required information shall not be awarded a contract unless a waiver of this requirement is granted by the County Administrator. Any business entity as described above that enters into a contract with a public body pursuant to the Virginia Public Procurement Act shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth to be revoked or cancelled at anytime during the contract. Dinwiddie County may void any contract with a business entity if that entity fails to remain in compliance with the provisions of this section.

H. Negotiation with the Lowest Bidder

Unless all bids are cancelled or rejected, the County reserves the right granted by § 2.2-4318 of the Code of Virginia to negotiate with the lowest responsive, responsible qualified Bidder to obtain a contract price within the funds available to the County whenever such low bid exceeds the County's available funds. For the purpose of determining when such negotiations may take place, the term "available funds" shall mean those funds which were budgeted by the County for this contract prior to the issuance of the written Request for Quotations. Negotiations with the low qualified Bidder may include both modifications of the bid price and the Scope of Work/ Specifications to be performed. The County shall initiate such negotiations by written notice to the lowest responsive, responsible qualified Bidder that its bid exceeds the available funds and that the County wishes to negotiate a lower contract price. The times, places, and manner of negotiating shall be agreed to by the County and the lowest responsive, responsible qualified Bidder.

I. Availability of Funds

It is understood and agreed between the parties herein that the County shall be bound hereunder only to the extent of the funds available, or which may hereafter become available for the purpose of this agreement, and the agreement will be contingent upon annual appropriations by the Board of Supervisors of Dinwiddie County. Failure of the Board of Supervisors to appropriate adequate funds for the terms of this Contract shall result in the immediate cancellation of this Contract. There shall be no penalty should the Board fail to make annual appropriations for this contract.

County of Fluvanna, Virginia

Telecommunications Facilities' Application Review and General Telecommunications Services Term Contract

This Telecommunications Facilities' Application Review and General Telecommunications Services Term Contract (the "Contract") dated this 19 day of December, 2017 is between the COUNTY OF FLUVANNA (the "County"), a political subdivision of the Commonwealth of Virginia, and ATLANTIC TECHNOLOGY CONSULTANTS, INC. ("Contractor"), a Virginia corporation, and is binding among and between these parties as of the date of the County's signature.

WITNESSETH that the Contractor and the County, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

I. PURPOSE AND EXHIBITS:

On July 6, 2017, the County issued Request for Proposals #2017-09 "Telecommunications Facilities' Application Review" (the "RFP") for qualified licensed consulting firms to submit proposals for services relating to assisting the County in evaluation of telecommunications and wireless siting proposals, as well as more general advice on engineering, planning and legal aspects of telecommunications and wireless siting on an as needed basis as more specifically set out in such RFP attached hereto as **Exhibit 1** and incorporated by reference as a material part of this Contract. All the provisions and requirements of the RFP are incorporated herein by reference as material parts of this Contract. All of the defined terms within the RFP have the same meaning when used in this Contract unless the context requires otherwise.

On July 6, 2017, the Contractor submitted its proposal in response to the RFP (the "Proposal") which Proposal is attached hereto as **Exhibit 2** and incorporated herein by reference as a material part of this Contract. On August 22, 2017, the Contractor submitted its firm pricing letter (the "Pricing") which Pricing is attached hereto as **Exhibit 3** and incorporated herein by reference as a material part of this Contract.

All the provisions and requirements, including, but not limited to, the "Purpose" and "Scope of Services" articles of the RFP are incorporated herein by reference. Task orders shall be issued by the County to a provider of such services as services are needed and may include any of those services described in the RFP or Proposal with specific reference to the "Scope of Services" Article of the RFP (collectively the "Services"). The purposes, functions, criteria and general requirements for the scope of services on the task order or particular project will be set forth in a Project Agreement executed by the County and the Contractor.

II. SCOPE OF SERVICES:

During the Term (as defined below) the Contractor agrees to provide any Services requested by the County including, but not limited to:

County of Fluvanna, Virginia

- A. All those services described in Article III "Scope of Services" of the RFP and all subparts thereof;
- B. All those services described in the Proposal; and
- C. Certain other services under Article III(D) of the RFP including without limitation the following:

Site Leasing and Management:

- i. Contractor shall assist in any leasing and management services related to Telecommunications facilities as requested by the County, which shall include management and leasing matters on existing and future leases.
- ii. Contractor will assist in the management of the County's Telecommunications Facilities.
- iii. Contractor shall manage Telecommunications Facilities to ensure maximum usage of the site(s) by the County and as many other users as feasible. An emphasis shall be on effective use of Telecommunications Facilities so as to reduce towers or support structures needed, and maximizing the County's potential net profit from such leases.
- iv. Contractor will provide the following as-needed services related to leasing and management to include, but not limited to:
 - 1. Legal and engineering consulting relating to any telecommunications issues in the County and Telecommunications Facilities;
 - 2. Maximizing potential net profit for the existing and future Telecommunications Facilities;
 - 3. Review and Assistance of any design specification for new or proposed Telecommunications Facilities;
 - 4. Minimizing the total number of individual sites (towers) needed for the County by proper collocation and combining of wireless provider services on existing and/or new facilities;
 - 5. Analyze lease rates and terms of existing lease contracts;
 - 6. Negotiate new leases, renewals, amendments and modifications to existing leases and assist in all matters related thereto in coordination with County staff and officers and the County Attorney's Office;
 - 7. As requested, general business, management and lease administration of new lease agreements between any tenants and the County;
 - 8. Contractor shall perform any necessary intermodulation and interference studies; and
 - 9. 13. Contractor shall coordinate of installations or modification activities.

County of Fluvanna, Virginia

Marketing Services:

- i. Upon request by the County, Contractor shall actively pursue new customers for and market the Telecommunications Facilities and available space and shall negotiate future tenant leases subject to approval of the County Attorney and the County, including, but not limited to following Services:
 1. Market the Telecommunications facilities sites/locations to users and telecommunications carriers;
 2. Perform market analysis;
 3. Develop strategies for leasing space on Telecommunications Facilities;
 4. Work with County staff, officers and the County Attorney to negotiate leases;
 5. Coordinate appraisals; and
 6. Handle any other customary activities and services associated with real estate services and Telecommunications Facilities.
- ii. Contractor shall be appropriately licensed to perform any Services it renders which require a license.
- iii. Contractor must be knowledgeable in real estate matters generally and specifically in matters relating to telecommunications facilities and commercial leasing.
- iv. Contractor shall be familiar with the County and must have knowledge of the local real estate market.
- v. Contractor shall have an ability to market the sites globally.

Other General On-Going Services:

- i. Contractor may be requested to maintain an inventory of existing Telecommunications Facilities and nearby telecommunications facilities generally, including without limitation tower locations, to maximize co-location opportunities whenever practicable and if consistent with Applicable Law.
- ii. Contractor may be requested develop a routine Inspection and Maintenance plan for County owned Cell Towers.
- iii. Contractor shall consider and report to the County need to repair or improve any Telecommunications facilities or related equipment; Contractor shall monitor Telecommunications facilities and shall notify the County of any deficiencies in, or damage to, the Telecommunications Facilities and equipment.
- iv. Review of Telecommunications Facilities and equipment structures for compliance with best engineering standards and providing advice to the County Building Official, as necessary.

County of Fluvanna, Virginia

In providing the Services the Contractor must comply with and shall meet or exceed all the provisions and requirements of this Contract, the RFP, the Proposal, the County's General Terms, Conditions and Instructions to Bidders and Contractors, being Appendix I to the RFP (hereinafter the "County's General Terms"). All Services rendered under this Contract shall be done in a good and workmanlike manner and so as to pass without exception in the industry.

One or more Project Agreements may be entered into with the Contractor during the Contract Term. Although the potential exists for multiple projects during the Contract Term, the County does not represent or guarantee that the Contractor will receive one or more Project Agreements during the Contract Term. The County has no obligation to enter into any Project Agreement(s) with the Contractor.

The County specifically reserves the right to procure services that fall within the scope of this Contract from other sources. Without limiting the procurement procedures that may be followed by the County, the County may (i) issue RFP's for similar work and other projects as the need may occur; (ii) specifically reserves the right to enter into other term agreements for the same or services similar to this Contract; and (iii) specifically reserves the right to enter into Project Agreements with other Contractors under Term contracts based on its evaluation of each Contractor's qualifications, expertise, current workload, capabilities, performance record, locations or distance to the project and other factors as may be pertinent to the particular project or for any reason in the County's sole discretion.

The Contractor agrees that it is willing and able during the Contract term to provide Services on an "as needed" basis.

III. COMPENSATION AND PROJECT AGREEMENTS:

Unless otherwise specifically agreed to in writing in a Project Agreement signed by both parties, Compensation for Services will be at those rates and flat fees set forth in the Pricing of Exhibit 3, summarized below:

- a. Telecom Comp Plan/Ordinance Review - \$150.00/hour
- b. Tower/Structure Leasing - \$150.00/hour
- c. Conditional Use Permit (new WCF or rebuild of existing tower) = \$3,200 flat rate per Application
- d. Co-location Reviews on Existing Towers = \$900.00 flat rate per Application
- e. Other Hourly Rates
 - i. Accounting/Financial Analysis/Audit - \$100.00 per hour
 - ii. Communications Technician - \$75.00 per hour

Individual projects will be negotiated at a lump sum amount or based on hourly rates as set forth in the Pricing/Proposal. The hourly rates set forth in the Proposal shall control for all Project Agreements entered into under this Contract. Project Agreements shall be entered into for each individual project, specifying additional contract terms applicable to the individual project, including but not limited to the following: (i) detailed scope of work for the project; (ii) pricing of the project; (iii) billing schedule for the project (whether periodic or on completed project basis); (iv) timing requirements for project performance; (v) identification of the County's project manager for the project, to whom invoices and other contacts regarding the specific project shall be directed.

County of Fluvanna, Virginia

The following are additional requirements for a Project Agreement under this Contract for any Service(s) rendered hereunder:

- i. At the County's request, the Contractor shall assist the County with preparing a Project Agreement for any requested Service hereunder, including the preparation of a work authorization including the work description, and cost estimate. Each project Agreement will cite the agreed upon timeframe to complete specified Services and either a flat rate for completion or any estimate of the hours needed and the hourly rate charged for the Services (may be stated as a "not to exceed" dollar amount). The County's Project Agreement must be signed by an authorized representative of the County to be valid and binding on the County. The Contractor shall have no claim for compensation greater than the approved amount in the Project Agreement. The Contractor shall obtain prior written approval for any work that exceeds the work authorization in Project Agreement. No compensation or reimbursement of any kind will be owed to Contractor for services outside the scope of a Project Agreement.
- ii. The Contractor's hourly rate includes all incidental costs, including allowances for profit and tools of the trade in their hourly labor rates. No travel time to and from a job site shall be included in the work performed, hourly costs invoiced shall include time at the job site only.
- iii. The Contractor will be paid on the basis of invoices submitted. Invoices shall include the Project Agreement reference and total amount due. Invoices shall be submitted to the County only after completion of all of the Services for that Project Agreement to the sole satisfaction of the County. Payment will be made forty-five (45) days after receipt of a proper invoice, or forty-five (45) days after receipt of all goods or acceptance of work, whichever is later.
- iv. All hourly Services shall be billable to the County in increments of a quarter of an hour or less, with increments no larger than the Contractor's standard billing practice. The minimum charge shall be a quarter of an hour or less if that is the Contractor's standard practice.
- v. Any materials, parts, or other reimbursable items being required for the Services shall be invoiced at cost without mark-up of any kind and must be specifically identified in a Project Agreement.

IV. OTHER CONTRACT TERMS:

Where the terms of this Contract, the RFP or any exhibit hereto conflict, the following shall control in this order (with #1 being the document that controls over all others, and so on): (1) the Contract; (2) the RFP as amended (being Exhibit 1) including Appendix I County of Fluvanna General Terms, Conditions and Instructions to Bidders and Contractors; (3) the Proposal (being Exhibit 2). Notwithstanding the foregoing, whenever possible the terms of this Contract, the RFP and the exhibits shall be read together.

V. PERIOD OF PERFORMANCE:

The initial term of this Contract shall be one (1) year beginning on the date this Contract is signed by the County and continuing for one (1) full year thereafter. This Agreement may

County of Fluvanna, Virginia

then be renewed at the County's option for four additional one (1) year terms. Said renewal shall be automatic. Should the County desire not to automatically renew the Contract, then the County shall send the Contractor written notice of nonrenewal at least thirty (30) days' prior to termination of the current term. Term shall be defined to include the initial term and any renewals thereof until this Contract has ended by its terms or has been terminated.

VI. MISCELLANEOUS. The headings of the sections of this Contract are inserted for convenience only and do not alter or amend the provisions hereof. A word importing the masculine or neuter gender only may extend and be applied to females and to corporations as well as males, and vice versa. A word importing the singular number only may extend and be applied to several persons or things as well as to one person or thing; and a word importing the plural number only may extend and be applied to one person or thing, as well as to several persons or things. This Contract may be executed in duplicate originals, any of which shall be equally authentic. The legal address for the County and for the Contractor and the addresses for delivery of Notices and other documents related to the administration of this Contract are as follows:

County:

Fluvanna County
ATTN: Cyndi Toler
132 Main Street
P.O. Box 540
Palmyra, VA 22963
Telephone: (434) 591-1910
Facsimile: (434) 591-1911

With a copy to:

Fluvanna County Attorney
Attn: Kristina M. Hofmann, Assistant County Attorney
414 East Jefferson Street
Charlottesville, VA 22902

Contractor:

Atlantic Technology Consultants, Inc.
Attn: George N. Condyles, IV, President & COO
6260 Pine Slash Road
Mechanicsville, VA 23116
(804) 559-6004

In witness whereof, the undersigned duly authorized representatives have executed this Contract on the dates set forth beside their respective signatures:

County of Fluvanna, Virginia

Contractor:
Atlantic Technology Consultants, Inc.

County:
County of Fluvanna, a political subdivision of the
Commonwealth of Virginia

By: Harriet R. Condyles Date: 11/23/17 By: [Signature] Date: 12/19/17

Name: Harriet R. Condyles Name: Steven M. Nichols
Title: VP + CEO Title: County Administrator
Fluvanna County

APPROVED AS TO FORM:
[Signature]
Fluvanna County Attorney

By Kristina M. Hoffmann,
Assistant County Attorney