

CONTRACT

DINWIDDIE COUNTY MAINTENANCE AND REPAIR OF OVERHEAD DOORS AND OPERATORS

The Agreement is made this 15th day of August 2017, by and between **Barber M.T.V., Inc. DBA A-1 Door Company**, of 7741 Whitepine Road, N. Chesterfield, Virginia 23237 (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 solicited bids to provide preventive maintenance and repairs on overhead doors and operators; and

WHEREAS, Contractor submitted a bid for same, consistent with the specifications in the Request for Quotations; and

WHEREAS, Contractor was selected as the lowest responsive and responsible bidder; and

WHEREAS, County has selected Contractor to provide maintenance and repairs on overhead doors and operators, according to the specifications in the Request for Quotations;

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 Quotations # 17-071417 including any addenda and (3) Contractor's quote dated July 16, 2017. 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. **Time of Performance.** Contractor agrees to perform annual maintenance and inspections on all fire station doors. Doors at Building & Grounds and Sheriff's Training Center do not need PM and inspection. Repairs and replacements shall be completed on an as-needed basis.
3. **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 in accordance with the original contract or negotiated at the time of renewal. **At no time shall the cumulative cost of the Contract exceed One Hundred Thousand and no/100 dollars (\$100,000).**

4. **Costs.** Contractor agrees to perform all work and provide all equipment pursuant to this Contract for the prices listed below (the "Contract Price").

PM and Inspection of Overhead Doors and Operations	\$30.00 /door
Hourly Labor Rate for Repairs	\$87.50 /hr
Materials Discount from Manufacturer's Published List	25%

Payment shall be made to Contractor within thirty (30) days after receipt of invoice and after County has inspected and tested the work and notified Contractor of its acceptance of same.

5. **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:

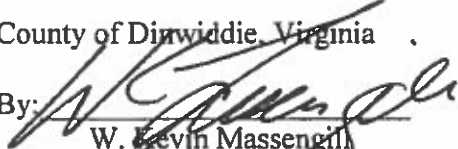
<u>Notice to County shall be made to:</u>	<u>Notice to Contractor shall be made to:</u>
W. Kevin Massengill	Fred Barber
County Administrator	Barber M.T.V., Inc. dba A-1 Door Company
P. O. Drawer 70	2621 Dale Avenue
Dinwiddie, Virginia 23841	Richmond, Virginia 23234
(804) 469-4500	(804) 271-3035
	fredb@aldoorcompany.com

6. **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 Request for Quotations documents.
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. **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 court. 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.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day first written above.

County of Dinwiddie, Virginia

Barber M.T.V., Inc. dba A-1 Door Company

By: 
W. Kevin Massengill
County Administrator

By: Fred Barber

Title: President

Attest: 

Attest: Stephanie P. Barber

Approved as to form:

Department Approval:


Tyler Southall, County Attorney


Dennis Hale, Division Chief of Fire & EMS



CERTIFICATE OF INSURANCE

— THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY —

DATE ISSUED (MM/DD/YY) 8/9/17

Home Office • 100 Erie Insurance Place • Erie, Pennsylvania 16530 • 814.870.2000
Toll free 1.800.458.0811 • Fax 814.870.3126 • www.erieinsurance.com

NAME AND ADDRESS OF AGENCY APPOMATTOX INS & FINANCIAL INC 49 S MARKET ST PETERSBURG, VA 23803-4214 (804)862-1585	AGENT'S NO. DD1346	COMPANY(IES) AFFORDING COVERAGE Co.: C ERIE INSURANCE COMPANY Co.: D ERIE INSURANCE PROPERTY & CASUALTY COMPANY Co.: E ERIE INSURANCE EXCHANGE (Not Applicable) Erie Indemnity Co., Attorney-in-Fact in NY Co.: F ERIE INSURANCE COMPANY OF NEW YORK Co.: G FLAGSHIP CITY INSURANCE COMPANY
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NAME AND ADDRESS OF NAMED INSURED BARBER M.T.V. INC DBA A-1 DOOR COMPANY 7741 Whitepine Rd N.Chesterfield, VA 23237	This certificate is issued for information purposes only and confers no rights on the certificate holder. It does not affirmatively or negatively amend, extend, or otherwise alter the terms, exclusions and conditions of insurance coverage contained in the policy(ies) indicated below. The terms and conditions of the policy(ies) govern the insurance coverage as applied to any given situation. Limits shown may have been reduced by claims paid. This certificate of insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer and the certificate holder.
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This is to certify that policies, as indicated by the Policy Number below, are in force for the Named Insured at the time that the Certificate is being issued.

CO. / AGENT	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
E	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Q42 3051399	6/30/17	6/30/18	EACH OCCURRENCE	\$ 2,000,000
					FIRE DAMAGE (Any One Fire)	\$ 2,000,000
					MED EXP (Any One Person)	\$ 5,000
					PERSONAL & ADV. INJURY	\$ 2,000,000
					GENERAL AGGREGATE	\$ 4,000,000
					PRODUCTS-COMP/OP AGG	\$ 4,000,000
E	<input type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> "ANY AUTO" (OWNED, HIRED, NON-OWNED) <input checked="" type="checkbox"/> OWNED <input checked="" type="checkbox"/> HIRED <input checked="" type="checkbox"/> NON-OWNED <input type="checkbox"/> GARAGE	Q06 3040189	6/30/17	6/30/18	BODILY INJURY (EACH PERSON)	\$
					BODILY INJURY (EACH ACCIDENT)	\$
					PROPERTY DAMAGE	\$
					BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$ 1,000,000
E	<input checked="" type="checkbox"/> EXCESS LIABILITY <input checked="" type="checkbox"/> OCCURRENCE <input type="checkbox"/> RETENTION \$	Q30 3070569	6/30/17	6/30/18	EACH OCCURRENCE	\$ 3,000,000
					AGGREGATE	\$ 3,000,000
						\$
						\$
G	<input type="checkbox"/> WORKERS COMPENSATION & EMPLOYERS LIABILITY	Q90 8000382	6/30/17	6/30/18	STATUTORY	
					BODILY INJURY BY ACCIDENT	\$ 1,000,000 EACH ACCIDENT
					DISEASE	\$ 1,000,000 POLICY LIMIT
E	<input type="checkbox"/> OTHER LEASED EQUIPMENT	Q42 3051399	6/30/17	6/30/18	50,000	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

NAME AND ADDRESS OF CERTIFICATE HOLDER Barber M.T.V. Inc DBA A-1 Door Co 7741 Whitepine Rd N.Chesterfield, VA 23237	AUTHORIZED REPRESENTATIVE
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