

CONTRACT

DINWIDDIE COUNTY
MAINTENANCE OF ATHLETIC FIELDS

The Agreement is made this 15th day of March 2016, by and between **Heaton's Lawn Maintenance, LLC**, of 8800 Community Lane, Suite 102, South Prince George, VA 23805 (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 maintenance of athletic fields at the Dinwiddie Sports Complex; and

WHEREAS, Contractor submitted a bid for same, consistent with the specifications in the Invitation for Bids; and

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

WHEREAS, County has selected Contractor to provide maintenance of athletic fields, according to the specifications in the Invitation for Bids;

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) Invitation for Bids # 16-021916 including any addenda and (3) Contractor's quote dated March 3, 2016. 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 beginning April 1, 2016, with the option of 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 time of renewal.
3. **Costs.** Contractor agrees to perform all work and provide all equipment pursuant to this Contract for the unit prices listed below (the "Contract Price").

Mowing turf	\$452.00 per occurrence
Apply fertilizer	\$1,080.00 per occurrence
Apply herbicides	\$960.00 per occurrence

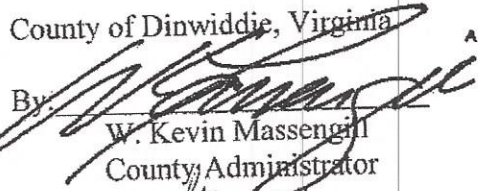
Payment shall be made to Contractor within thirty (30) days after receipt of invoice and after County has inspected and tested the work and notified Contractor of its acceptance of same.

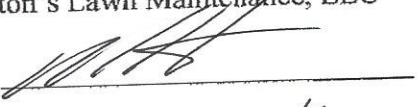
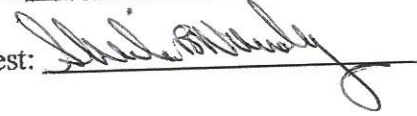
4. **Notices.** Any notices required shall be in writing, unless otherwise permitted hereunder, and shall be deemed received five (5) days after mailing of same in the U. S. Mail with postage prepaid at the addresses set forth below or upon actual receipt:

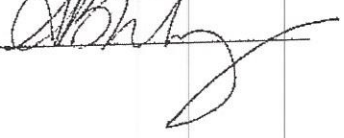
<u>Notice to County shall be made to:</u>	<u>Notice to Contractor shall be made to:</u>
W. Kevin Massengill	Michael Heaton
County Administrator	Heaton's Lawn Maintenance
P. O. Drawer 70	8800 Community Lane
Dinwiddie, Virginia 23841	South Prince George, VA 23805
(804) 469-4500	(804) 862-5296
accounting@dinwiddieva.us	heatonslawn@aol.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 Invitation for Bids documents.
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. **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 General District or Circuit Court of the County of Dinwiddie, Virginia or the United States District Court for the Eastern District of 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
By: 
W. Kevin Massengill
County Administrator

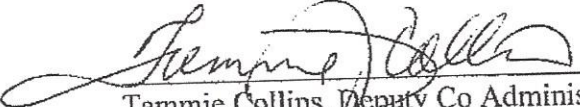
Heaton's Lawn Maintenance, LLC
By: 
Title: V.P. of Operations
Attest: 

Attest: 

Approved as to form:

Department Approval:


Tyler Southall, County Attorney


Tammie Collins, Deputy Co Administrator
for Planning & Community Development