

# CONTRACT

## DINWIDDIE COUNTY WATER DELIVERY SERVICE

The Agreement is made this 12<sup>th</sup> day of December 2018, by and between **Diamond Springs - RVA, LLC** of 4291 November Avenue, Richmond, Virginia 23231 (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 quotes to provide water delivery service; 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 water delivery service, 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 # 18-091218 including any addenda and (3) Contractor's quote dated September 24, 2018. 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 a period of twenty-four (24) months with the option for renewals under the terms, conditions and unit pricing of the original contract for up to four (4) additional twelve (12) month periods, 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. **At no time shall the cumulative cost of the Contract exceed Fifty Thousand and no/100 dollars (\$50,000).**
3. **Costs.** Contractor agrees to provide all equipment and services pursuant to this Contract for the unit prices listed below (the "Contract Price"):

<b>Description</b>	<b>Unit</b>	<b>Unit Price</b>
Rental, Top Load Cooler, Cold and Hot Water	Monthly	\$9.95
Purchase, Top Load Cooler, Cold and Hot Water	Each	\$199.95

Rental, Top Load Cooler, Cold Water Only	Monthly	\$7.95
Purchase, Top Load Cooler, Cold Water Only	Each	\$189.95
Cooler Rental Deposit	Per Cooler	\$0.00
5 Gallon Bottles of Spring Water, Returnable	Each	\$5.00
5 Gallon Bottles of Spring Water, Returnable, With Cooler Purchase	Each	\$5.00
Bottle Deposit	Per Bottle	\$6.00
Cone Paper Cups, appro 4.5 oz, pack	Pk of 1,000	\$16.95
Flat Bottom Cups, 7 oz, pack	Pk of 500	\$18.95
Bottle Storage Rack to hold at least 3 bottles	Each	No charge/on loan

*New Contract Promotion Purchase Price (Initial Purchase Only, Good Through December 31, 2018)*

*Top Load Cooler, Hot & Cold, \$184.95 each*

*Top Load Cooler, Cold, \$174.95 each*

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

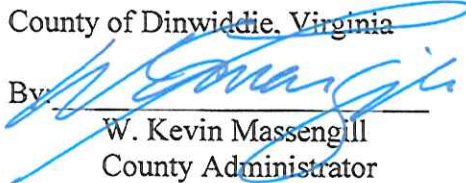
Notice to Contractor shall be made to:

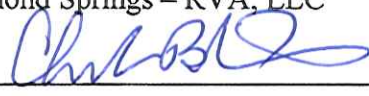
Charles "Chuck" Belden *Belden*  
 Diamond Springs – RVA, LLC  
 P.O. Box 38668  
 Richmond, Virginia 23231  
 (804) 222-5100  
 chuck.beldon@diamondsprings.com

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 Request for Quotations.
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  
By:   
W. Kevin Massengill  
County Administrator

Diamond Springs – RVA, LLC  
By:   
Title: V. P. Sales

Approved as to form:

  
Tyler Southall, County Attorney