

CONTRACT

DINWIDDIE COUNTY FIREWORKS SHOW

The Agreement is made this 20th day of February 2018, by and between **Dominion Fireworks, Inc.**, of P.O. Box 3015, Petersburg, Virginia 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 fireworks shows for special events through the year; 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 fireworks shows for special events throughout the year, 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 # 18-012518 including any addenda and (3) Contractor's bid dated February 5, 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. **Time of Performance.** Contractor agrees to perform all work pursuant to the deadlines detailed in the Request for Quotations. Subsequent year events are held at approximately the same time each year. County will provide event and show dates at least six (6) months prior to event.
3. **Term of Contract.** The term of this contract shall be for one (1) year beginning July 1, 2018 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 one hundred twenty (120) 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. **At no time shall the cumulative cost of the Contract exceed Fifty Thousand and no/100 dollars (\$50,000).**
4. **Costs.** Contractor agrees to perform all work and provide all equipment pursuant to this Contract for a sum no greater than TWO THOUSAND SEVEN HUNDRED FIFTY AND

NO/100 DOLLARS (\$2,750.00) per show (the "Contract Price"). Payment shall be made to Contractor within thirty (30) days after receipt of invoice.

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:

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

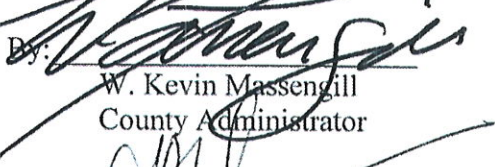
Notice to Contractor shall be made to:

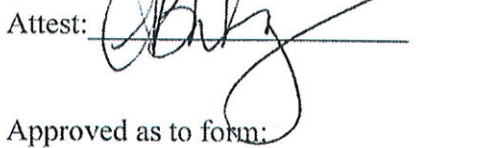
W. G. Bulifant, III
Dominion Fireworks, Inc.
P.O. Box 3015
Petersburg, Virginia 23805
(804) 733-6792
dominionfire@aol.com

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.
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. **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.
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 have executed this Contract as of the day first written above.

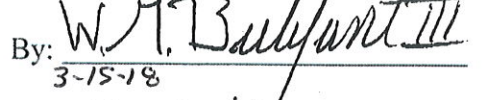
County of Dinwiddie, Virginia

By: 
W. Kevin Massengill
County Administrator

Attest: 
Approved as to form:


Tyler Southall, County Attorney

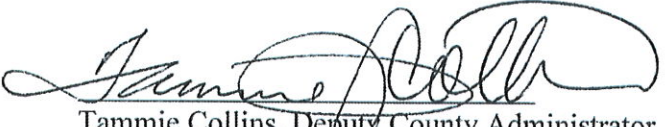
Dominion Fireworks, Inc.

By: 
3-15-18

Title: W.G. Bulifant III, OWNER & PRESIDENT

Attest: 

Department Approval:


Tammie Collins, Deputy County Administrator
of Planning & Community Development