

CONTRACT**DINWIDDIE COUNTY**
MAINTENANCE OF ATHLETIC FIELDS

The Agreement is made this 25th day of March 2021, by and between **Heaton's Lawn Maintenance LLC**, of 8800 Community Lane, Suite 102, South Prince George, 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 proposals to provide maintenance of athletic fields; and

WHEREAS, Contractor submitted a proposal for same, consistent with the specifications in the Request for Proposals; and

WHEREAS, Contractor was selected as having the best value; and

WHEREAS, County has selected Contractor to provide services;

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 Proposals # 21-020921 including any addenda and (3) Contractor's proposal dated February 17, 2021. 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, 2021 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.
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 of turf	\$451.00 per occurrence
Apply fertilizer/herbicides	\$2,039.00 per occurrence

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

4. **Notices.** Any notices required shall be in writing and be sent either by U.S. Mail with postage prepaid or by email to the addresses set forth below:

Notice to County shall be made to:
Procurement
Dinwiddie County
P.O. Drawer 70
Dinwiddie, Virginia 23841
(804) 469-4500
Accounting@dinwiddieva.us

Notice to Contractor shall be made to:
Michael Heaton
Heaton's Lawn Maintenance LLC
8800 Community Lane, Suite 102
South Prince George, Virginia 23805
(804) 862-5296
heatonslawn@aol.com

5. **Additional Users/Cooperative Procurement.** Per Section 2.2-4304 of the Virginia Public Procurement Act (VPPA), "Cooperative Procurement" and if authorized by the Contractor, this contract may be extended to any jurisdiction/public body within the Commonwealth of Virginia to purchase at contract prices in accordance with contract terms. It is the Contractor's responsibility to notify the jurisdiction/public bodies of the availability of contract(s).
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 Proposals.
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. **Force Majeure.** Neither party hereto shall be held liable for delay or failure to perform hereunder, when such delay or failure is without its fault or negligence and due solely to events beyond its control which cannot reasonably be forecast or provided against such as fires, strikes, floods, hurricanes, tornadoes, snowstorms, acts of God, acts of war or terrorism, or legal acts of public authorities.
10. **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

Heaton's Lawn Maintenance LLC

X *W. Kevin Massengill*

W. Kevin Massengill
County Administrator

X *Heaton's Lawn Maintenance LLC*

Print Name/Title:
Mike Heaton V. P. of Operations

Approved as to form:

Department Approval:

X *W. K. Party*

Legal Counsel

X *Gene Jones*

Gene Jones
Director of Public Works


Certificate Of Completion

Envelope Id: 795C7EC0FF024EAA8C9331E82C7F81B9	Status: Completed
Subject: Contract with Heaton's Lawn Maint	
Source Envelope:	
Document Pages: 3	Signatures: 4
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Hollie Casey
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	hc Casey@dinwiddieva.us
	IP Address: 139.60.228.178

Record Tracking


Status: Original	Holder: Hollie Casey	Location: DocuSign
3/18/2021 11:46 AM	hc Casey@dinwiddieva.us	

Signer Events

Signer Events	Signature	Timestamp
William Hefty bill@heftywiley.com Legal Counsel County of Dinwiddie Security Level: Email, Account Authentication (None)		Sent: 3/18/2021 11:49 AM Viewed: 3/18/2021 02:05 PM Signed: 3/20/2021 08:48 AM
	Signature Adoption: Drawn on Device Using IP Address: 108.4.15.163	


Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Gene Jones gjones@dinwiddieva.us Security Level: Email, Account Authentication (None)		Sent: 3/20/2021 08:48 AM Viewed: 3/25/2021 09:05 AM Signed: 3/25/2021 09:05 AM
	Signature Adoption: Pre-selected Style Using IP Address: 139.60.228.178	

Electronic Record and Signature Disclosure:

Accepted: 3/25/2021 | 09:05 AM
ID: 4f9f6dbd-15db-4e39-aa5e-3a1c72f45fc3
Company Name: Dinwiddie County

W. Kevin Massengill kmassengill@dinwiddieva.us County Administrator Dinwiddie County Security Level: Email, Account Authentication (None)		Sent: 3/25/2021 09:05 AM Viewed: 3/25/2021 10:04 AM Signed: 3/25/2021 10:04 AM
	Signature Adoption: Pre-selected Style Using IP Address: 139.60.228.178	

Electronic Record and Signature Disclosure:

Accepted: 4/17/2020 | 03:04 PM
ID: 42c6e72a-b34f-45d6-988d-e9d30e610ed4
Company Name: Dinwiddie County

Heaton's Lawn Maintenance LLC heatonslawn@aol.com Security Level: Email, Account Authentication (None)		Sent: 3/25/2021 10:04 AM Viewed: 3/25/2021 12:11 PM Signed: 3/25/2021 12:12 PM
	Signature Adoption: Pre-selected Style Using IP Address: 73.147.78.241	

Electronic Record and Signature Disclosure:

Accepted: 3/25/2021 | 12:11 PM
ID: f481230e-14e4-461c-af92-df7bf1800433
Company Name: Dinwiddie County

Signer Events	Signature	Timestamp
Hollie Casey hcasey@dinwiddieva.us Procurement Technician Dinwiddie County Security Level: Email, Account Authentication (None)	Completed Using IP Address: 139.60.228.178	Sent: 3/25/2021 12:12 PM Viewed: 3/25/2021 12:20 PM Signed: 3/25/2021 12:21 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
Ray Pauley rpauley@dinwiddieva.us Security Level: Email, Account Authentication (None)	COPIED	Sent: 3/25/2021 12:21 PM Viewed: 3/25/2021 12:40 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/18/2021 11:49 AM
Certified Delivered	Security Checked	3/25/2021 12:20 PM
Signing Complete	Security Checked	3/25/2021 12:21 PM
Completed	Security Checked	3/25/2021 12:21 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Dinwiddie County (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Dinwiddie County:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: hcasey@dinwiddieva.us

To advise Dinwiddie County of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at hcasey@dinwiddieva.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Dinwiddie County

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to hcasey@dinwiddieva.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Dinwiddie County

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to hcasey@dinwiddieva.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Dinwiddie County as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Dinwiddie County during the course of your relationship with Dinwiddie County.