

CONTRACT

DINWIDDIE COUNTY
GRASS CUTTING & LOT CLEANUP
DINWIDDIE COUNTY CODE COMPLIANCE

The Agreement is made 21st day of April 2020, 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 proposals to provide grass cutting and lot cleanup services for Dinwiddie County Code Compliance; and

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

WHEREAS, County has selected Contractor to provide services; and

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 # 20-030920 including any addenda and (3) Contractor’s quote dated March 24, 2020. 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 provide all services based on the response times set in Section 3 of the RFP and the date each Task Order is issued.
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 two (2) 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 negotiated at the time of renewal.
4. **Costs.** Contractor agrees to perform all work and provide all equipment pursuant to this Contract for the following rates (the “Contract Price”):

Grass Cutting Services, See Section 3.3 of the RFP

Description	Unit Price	Unit
Grass Cutting, less than one acre	\$150.00	Per Lot
Grass Cutting, 1 acre or larger	\$150.00	Per Acre

Lot Cleanup/Debris Removal, See Section 3.4 of the RFP

Maximum Disposal Reimbursement*	\$35	Per Ton
<i>*Disposal fees will be reimbursed at actual cost</i>		
Hourly Labor Rate	\$45	Per Hour

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> W. Kevin Massengill County Administrator P. O. Drawer 70 Dinwiddie, Virginia 23841 (804) 469-4500 accounting@dinwiddieva.us	<u>Notice to Contractor shall be made to:</u> Michael Heaton Heaton's Lawn Maintenance LLC 8800 Community Lane, Suite 102 South Prince George, VA 23805 (804) 862-5296 heatonslawn@aol.com
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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. **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.

W. Kevin Massengill
County Administrator
County of Dinwiddie, Virginia

Heaton's Lawn Maintenance LLC

Approved as to form:
Legal Counsel

Department Approval:
Tammie Collins
Deputy County Administrator for
Planning & Community Development