

**CONTRACT**

**DINWIDDIE COUNTY**  
**FIELD REPAIRS**

The Agreement is made this \_\_\_\_\_, by and between **Earthworks & Sprinklers Unlimited, Inc.**, of 13009 Green Creek Ct, Ashland, VA 23005 (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 and the Dinwiddie County Small Purchasing Policies and Procedures, the County secured quotes to provide repairs to several athletic fields at the Dinwiddie County Sports Complex ; and

**WHEREAS**, Contractor submitted a quote for same, consistent with the County’s needs; and

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

**WHEREAS**, County has selected Contractor to provide good/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 Quotations # 26-020526 including any addenda and (3) Contractor’s quote. 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 complete work within thirty (30) days from the date of the Notice to Proceed. Exact work schedule will be detailed in the Notice to Proceed.
3. **Costs.** Contractor agrees to perform all work pursuant to this Contract for a sum no greater than ONE HUNDRED FIFTY-EIGHT THOUSAND SEVEN HUNDRED TWENTY AND NO/100 DOLLARS (\$158,720.00) (the “Contract Price”) broken down as follows.

Item No.	Description	Price
1.	Baseball Field – Field 1	\$82,680.00
2.	Baseball Field - Move 4 sprinkler heads if needed	\$1,800.00
3.	Softball Fields – Fields 2, 3 and 4	\$33,880.00
4.	Football Field Hill	\$36,480.00
5.	Soccer Field	\$3,880.00
	<b>GRAND TOTAL</b>	<b>\$158,720.00</b>
	<b>Unit Pricing</b>	
6.	Football Field Hill, Labor to remove sandy soils and replace with proper soils, Unit Price = Per cubic yard	\$480.00

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

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:

Matt Harder  
Earthworks & Sprinklers Unlimited, Inc.  
13009 Green Creek Ct  
Ashland, Virginia 23005  
(804) 641-0886  
mattharder@earthworksandsprinklers.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. **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.
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.
10. **Signature Authority.** The County Administrator is the only person with signature authority to sign agreements and contracts for Dinwiddie County. In his absence a Deputy County Administrator may sign for the County Administrator. These are the only people allowed to sign agreements/contracts. If an agreement is signed by any other person the agreement shall be null and void.

**IN WITNESS WHEREOF**, the parties hereto have executed this Contract as of the day first written above.

County of Dinwiddie, Virginia

Earthworks & Sprinklers Unlimited, Inc.

\_\_\_\_\_  
W. Kevin Massengill  
County Administrator

\_\_\_\_\_  
Print Name/Title:

Approved as to form:

Department Approval:

\_\_\_\_\_  
Legal Counsel

\_\_\_\_\_  
Timmy Cliborne, Director of General Services