

**CONTRACT**

**DINWIDDIE COUNTY**  
**MAINTENANCE AND REPAIR OF OVERHEAD DOORS AND OPERATORS**

The Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_ 2021, by and between **Amelia Overhead Doors, LLC**, of 15388 Patrick Henry Highway, Amelia, VA 23002 (party of the first part, and hereinafter known as “Contractor”), and the **County of Dinwiddie**, Virginia and the **Dinwiddie County School Board** (parties 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 preventive maintenance, inspection and repair of sectional overhead doors and operators; 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 # 21-082521 including any addenda and (3) Contractor’s quote dated September 8, 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. **Time of Performance.** Contractor agrees to complete preventive maintenance and inspections annually. Repairs and replacements shall be completed on an as-needed basis.
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 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 negotiated at the time of renewal. **At no time shall the cumulative cost of the Contract exceed Two Hundred Thousand and no/100 dollars (\$200,000).**
4. **Costs.** Contractor agrees to perform all work and provide all equipment pursuant to this Contract for the following unit prices (the “Contract Price”):

PM and Inspection of Overhead Doors and Operators	\$40 per door
Hourly Labor Rate for Repairs	\$115 per hour
Materials for Repairs	To be quoted as-needed

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

5. **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:  
Jason Pope  
Amelia Overhead Doors, LLC  
15388 Patrick Henry Highway  
Amelia, Virginia 23002  
(800) 422-5979  
jpope@ameliadoor.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. **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

Amelia Overhead Doors, LLC

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

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

Dinwiddie County School Board

Approved as to form:

X  
\_\_\_\_\_  
Dr. Kari Weston  
Superintendent

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