

CONTRACT

DINWIDDIE COUNTY
GROUNDS MAINTENANCE

The Agreement is made this _____ day of _____ 2022, by and between **Oak Ridge Enterprise, LLC** of 8463 Pine Acres Lane, Carson, Virginia 23830 (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 grounds maintenance services; and

WHEREAS, Contractor submitted a bid for same, consistent with the specifications in the Invitation for Bids; and

WHEREAS, Contractor was selected as the lowest responsive and responsible bidder; and

WHEREAS, County has selected Contractor to provide goods/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) Invitation for Bids # 22-030822 including any addenda and (3) Contractor’s bid dated March 31, 2022. 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 services as requested in the Invitation for Bids and as requested by the County.
3. **Term of Contract.** The term of this contract shall be for one (1) year beginning May 1, 2022 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.
4. **Costs.** Contractor agrees to perform all work pursuant to this Contract for the following unit prices (the “Contract Price”):

Item #	Description	Price per unit*	Qty per yr	Total Price
Government Complex				
1.	Mowing grass, trimming, edging, and weeding	\$475.00	36	\$17,100.00

2.	Trimming Shrubs, Bushes, and Trees	\$745.00	2	\$1,490.00
3.	Mulching	\$1,500.00	1	\$1,500.00
4.	Applying Fertilizer	\$305.00	2	\$610.00
5.	Aerating and Seeding	\$2,400.00	1	\$2,400.00
6.	Remove Leaves	\$745.00	1	\$745.00
Subtotal for Government Complex (Items 1-6)				\$23,845.00
Historic Courthouse / Library				
7.	Mowing grass, trimming, edging, and weeding	\$97.50	36	\$3,510.00
8.	Trimming Shrubs, Bushes, and Trees	\$245.00	2	\$490.00
9.	Mulching	\$140.00	1	\$140.00
10.	Applying Fertilizer	\$125.00	2	\$250.00
11.	Aerating and Seeding	\$1,000.00	1	\$1,000.00
12.	Remove Leaves	\$450.00	1	\$450.00
Subtotal for Historic Courthouse / Library (Items 7-12)				\$5,840.00
Old Sheriff's Office				
13.	Mowing grass, trimming, edging, and weeding	\$68.50	36	\$2,466.00
14.	Trimming Shrubs, Bushes, and Trees	\$240.00	1	\$240.00
Subtotal for Off Sheriff's Office (Items 13-14)				\$2,706.00
Eastside Enhancement Center				
15.	Mowing / trimming of general areas	\$398.00	36	\$14,328.00
16.	Mowing / trimming of athletic field	\$64.50	36	\$2,322.00
17.	Supply and spread playground mulch	\$1,375.00	1	\$1,375.00
18.	Supply and spread playground sand	\$395.00	1	\$395.00
Subtotal for Eastside Enhancement Center (Items 15-18)				\$18,420.00
House				

19.	Mowing grass, trimming, edging, and weeding	\$68.50	36	\$2,466.00
Ragsdale Community Center				
20.	Mowing grass, trimming, edging, and weeding	\$132.50	36	\$4,770.00
McKenney Gym				
21.	Mowing grass, trimming, edging, and weeding	\$62.50	36	\$2,250.00
<i>*Unit shall be defined as per occurrence</i>				\$60,297.00
Hourly Rate of Other Services as needed				\$47.50
Grand Total (Items 1-21)				

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:

Brooklyn Atkins
Oak Ridge Enterprise, LLC
PO Box 631
Wakefield, Virginia 23888
(804) 892-6866
bcarpenter@oakridgepropertymaintenance.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 Invitation for Bids.
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

Oak Ridge Enterprise, LLC

X

W. Kevin Massengill
County Administrator

X

Print Name/Title:

Approved as to form:

Department Approval:

X

Legal Counsel

X

Gene Jones
Director of Public Works