

CONTRACT

DINWIDDIE COUNTY
NEW TRANSACTION COUNTER FOR CIRCUIT COURT

The Agreement is made this _____ day of _____ 2023, by and between **ARW Contracting, Inc.**, of 13201 Old Stage Road, Chester, Virginia 23836 (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 for construction of a new transactions counter for Circuit Court; 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 # 23-010623 including any addenda and (3) Contractor’s quote dated February 6, 2023. 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 work within eleven (11) weeks from the date of this contract. Due to the current market, Contractor shall notify County immediately if these dates change due to availability of materials from the manufacturer.
3. **Costs.** Contractor agrees to perform all work pursuant to this Contract for a sum no greater than EIGHTY-NINE THOUSAND NINE HUNDRED AND NO/100 DOLLARS (\$89,900.00) (the “Contract Price”). Payment shall be made to Contractor within thirty (30) days after satisfactory completion of work and receipt of 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

Notice to Contractor shall be made to:
Chris Alford
ARW Contracting, Inc.
13201 Old Stage Road
Chester, Virginia 23836
(804) 706-9646

- 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.

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

County of Dinwiddie, Virginia

ARW Contracting, Inc.

W. Kevin Massengill
County Administrator

Print Name/Title:

Approved as to form:

Department Approval:

Legal Counsel

Barrett Chappell, Circuit Court Clerk