

CONTRACT

DINWIDDIE COUNTY
GRASS CUTTING AND LOT CLEANUP
DINWIDDIE COUNTY CODE COMPLIANCE

The Agreement is made this _____ day of _____ 2023, by and between **Heaton’s Lawn Maintenance, LLC**, of 8800 Community Lane, Suite 102, South Prince George, Virginia 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 on-call grass cutting and lot cleanup services for Code Compliance; and

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

WHEREAS, Contractor was selected as having the best offer; and

WHEREAS, County has selected Contractor to provide 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 Proposals # 23-040523 including any addenda and (3) Contractor’s proposal dated April 5, 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 provide services based on the response times set in Section 3.4.5 of the RFP from 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 three (3) additional years, unless either party gives written notification to the other party one hundred and twenty (120) 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 pursuant to this Contract for the following rates (the “Contract Price”):

Grass Cutting Services, See Section 3.1 of the RFP

Item No	Description	Unit Price	Unit
1	Grass Cutting, less than one acre	\$200.00	Per Lot
2	Grass Cutting, 1 acre or larger	\$200.00	Per Acre

Lot Cleanup/Debris Removal, See Sections 3.2 and 3.3 of the RFP

Item No	Description	Unit Price	Unit
3	Maximum Disposal Reimbursement* <i>*Disposal fees will be reimbursed at actual cost</i>	\$45.00	Per Ton
4	Hourly Labor Rate	\$85.00	Per Hour Per Person

Payment shall be made to Contractor within thirty (30) days after receipt of invoice and all required documentation per Section 3.4.7.

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:

Michael Heaton
Heaton's Lawn Maintenance LLC
8800 Community Lane, Suite 102
South Prince George, Virginia 23805
(804) 862-5296
Heatonslawn@aol.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 Proposals.
7. **Additional Users/Cooperative Procurement.** Per the provisions of Section 2.2-4304 of the Virginia Public Procurement Act (VPPA), "Cooperative Procurement", if authorized by the Contractor, this contract may be extended to any jurisdiction/public body within the Commonwealth of Virginia to purchase at contract prices in accordance with contract terms. It is the Contractor's responsibility to notify the jurisdiction/public bodies of the availability of contract(s).
8. **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.
9. **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.
10. **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.
11. **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

Heaton's Lawn Maintenance, LLC

W. Kevin Massengill
County Administrator

Print Name/Title:

Approved as to form:

Department Approval:

Legal Counsel

Mark Bassett, Director of Planning