

GROUNDS MAINTENANCE AGREEMENT

This AGREEMENT, made this 15th day of March, 2019 by and between the COUNTY OF CAROLINE, VIRGINIA, a political subdivision of the Commonwealth of Virginia, hereinafter referred to as "COUNTY", and S.C. Pitts Landscaping & Lawn Care, LLC 25459 Newtown Road, Milford, Virginia 22514, hereinafter referred to as "CONTRACTOR".

WHEREAS, the COUNTY requires grounds maintenance services in the COUNTY;
and

WHEREAS, the CONTRACTOR was selected as the firm to provide services under a Grounds Maintenance Agreement; and

WHEREAS, The CONTRACTOR submitted a quote in response to the RFB issued on January 30, 2017. This quote, together with all attachments is referred to herein as the "QUOTE," which RFB is incorporated herein by this reference thereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in further consideration of the covenants and conditions in the Contract, the parties agree as follows:

AGREEMENT

1.1 **INCORPORATION OF EXHIBITS.** The following Exhibits are attached to this Contract and incorporated into and made part of this Contract by reference:

- Exhibit A – Specifications, which include General Terms and Conditions
- Exhibit B – Quote Form

- Each reference to the Contract shall be deemed into include all Exhibits. Any conflict between language in and Exhibit to this Contract and the main body of this Contract shall be resolved in favor of the main body of this Contract.

1.2 DEFINITIONS. The following terms shall have the following meaning for purposes of Contract (including all Exhibits).

- DATE.** The term "Effective Date" refers to the effective date identified in section 1.3.
- SERVICES.** The term "Services" shall mean mowing, fertilizing, mulching, cutting and trimming of grass and turf, weed-eating, spot pruning, cleaning-up and hauling away clippings, application of weed killer, clearing all sidewalks and curbs of grass, clippings and debris, pickup of trash in grass, turf, parking lot and mulched area, performing soil samples in the Fall as outlined in the RFQ and all other items the CONTRACTOR agreed to provide the COUNTY in its Quote.

1.3 TERMS OF AGREEMENT. The term of this agreement shall commence on March 15, 2019 and end on March 14, 2020, unless sooner terminated as provided for herein.

1.4 AGREEMENT TO PROVIDE SERVICES. The CONTRACTOR shall provide the services in accordance with the terms and conditions set forth in this Contract and the attached Exhibits. Except as set forth on Exhibit B, the prices set forth in Exhibit B constitute all charges payable by the COUNTY for the Services, and all labor, materials, equipment, transportation, facilities, storage, information technology, permits and licenses necessary for the CONTRACTOR to provide the Services. Nothing in this Agreement shall obligate the COUNTY to purchases any products whatsoever from the CONTRACTOR or to prevent the COUNTY from obtaining or purchasing any of the products from a source or CONTRACTOR other than the CONTRACTOR.

1.5 COMPENSATION AND METHOD OF PAYMENT. The COUNTY shall pay the

CONTRACTOR for the products delivered in compliance with the specification set forth in Exhibit A. This amount constitutes the maximum fees and charges payable to the **CONTRACTOR** in the aggregate under this Contract and will not be increased, during the Term. The **CONTRACTOR** shall submit invoices to the **COUNTY** on a monthly basis. The **COUNTY** shall pay the amount of the invoice within net thirty (30) days. However, the **COUNTY** shall have the right to verify information contained on any invoice and to correct any errors found therein.

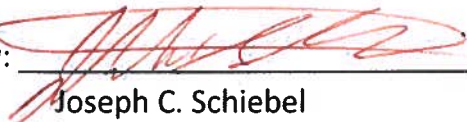
Invoices shall be mailed or delivered to:

Caroline County
Public Works Department
P.O. Box 424
Bowling Green, Va. 22427

Payments made to **CONTRACTOR** shall not be considered as evidence of satisfactory performance of the work by **CONTRACTOR**, either in whole or in part, nor shall any payment be construed as acceptance by the **COUNTY** of any defective part or work.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed as of the month, day and year first written above.

COUNTY OF CAROLINE, VIRGINIA

By: 
Joseph C. Schiebel
Director of Public Works/Utilities



S.C. Pitts Landscaping & Lawn Care, LLC

By: 

Title: Office Manager

*Notarized 4/15/19
Cynthia C Tignor*