

## **GROUNDS MAINTENANCE AGREEMENT**

This AGREEMENT, made this 15<sup>th</sup> day of March, 2016 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 RFQ issued on February 17, 2016. This quote, together with all attachments is referred to herein as the "QUOTE," which RFQ 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).

- i. DATE. The term "Effective Date" refers to eh effective date identified in the first paragraph of this contract.
- ii. 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 on this Agreement shall be for one year from the Effective Date.

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.

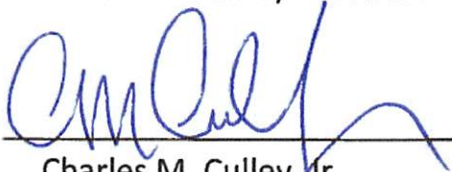
Invoices shall be mailed or delivered to:

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:   
Charles M. Culley, Jr.  
County Administrator

S.C. Pitts Landscaping & Lawn Care, LLC

By: 

Title: 



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/21/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**  
Tingler Insurance  
7131 Ladysmith Rd  
Ruther Glen VA 22546

**INSURED**  
SC Pitts Landscaping  
2549 Newtown Rd  
Millford VA 22514

**INSURER A:** BILA  
**INSURER B:**  
**INSURER C:** National General  
**INSURER D:**  
**INSURER E:**  
**INSURER F:**

**COVERAGES**  
CERTIFICATE NUMBER:  
REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

**LTR** **TYPE OF INSURANCE** **ADDITIONAL** **INSURANCE** **POLICY NUMBER** **POLICY EFF** **POLICY EXP** **LIMITS**

LTR	TYPE OF INSURANCE	ADDITIONAL	INSURANCE	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS	COMMERCIAL GENERAL LIABILITY		AUTOMOBILE LIABILITY		PERSONAL & ADV INJURY		MED EXP (Any one person)		DAMAGE TO RENTED PREMISES (EA DOCUMENTS)		EACH OCCURRENCE		LIMITS			
								CLAIMS-MADE	OCCUR	CLAIMS-MADE	OCCUR	PERSONAL & ADV INJURY	GENERAL AGGREGATE	PRODUCTS - COMP/OP AGG	COMBINED SINGLE LIMIT (EA accident)	BODILY INJURY (Per person)	BODILY INJURY (Per accident)	PROPERTY DAMAGE (Per accident)	EACH OCCURRENCE	AGGREGATE			
B	COMMERCIAL GENERAL LIABILITY			14770	07/15/2015	07/15/2016	\$500000																
C	ANY AUTO OWNED HIRED AUTOS ONLY NON-OWNED AUTOS ONLY SCHEDULED			2002647135	04/16/2015	04/16/2016	\$100000 \$300000 \$100000																
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY																						
	EXCESS LAB																						
	UMBRELLA LAB																						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY																						
	OFFICER/DIRECTOR/EXECUTIVE AND EMPLOYERS' LIABILITY																						
	DESCRIPTION OF OPERATIONS below																						
	E.L. DISEASE - EA EMPLOYEE																						
	E.L. DISEASE - POLICY LIMIT																						

**DESCRIPTION OF OPERATIONS / LOCATIONS / OPERATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

**CERTIFICATE HOLDER**  
Town of Bowling Green  
Caroline County, Virginia  
Caroline County Board of Supervisors  
Bowling Green, Virginia

**AUTHORIZED REPRESENTATIVE**  
[Signature]  
[Name]

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

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2016

**CAROLINE COUNTY BUSINESS PROFESSIONAL AND OCCUPATIONAL LICENSE**

2016

THIS LICENSE HAS BEEN ISSUED BY THE COMMISSIONER OF REVENUE AND IS GRANTED TO THE APPLICANT FOR THE LOCATION AND LICENSE PERIOD STATED.

ACCOUNT NUMBER	BUSINESS TYPE	BUSINESS STARTED
5902	LAWN SERVICE CLASS A	07/00/0000
LICENSE PERIOD		
1-01-2016/12-31-2016	CONTRACTOR	
OWNER'S MAILING ADDRESS		BUSINESS NAME

S C PITTS LANDSCP&LAUNDCARE LLC  
25459 NEWTOWN ROAD  
MILFORD VA 22514

S C PITTS LANDSCP&LAUNDCARE LLC

THIS LICENSE EXPIRES 12-31-2016  
AND MUST BE RENEWED BY  
03-01-2017 TO AVOID  
PENALTIES AND INTEREST

**THIS LICENSE MUST BE POSTED IN A CONSPICUOUS LOCATION.**

COUNTY OF CAROLINE, VA  
2016 BUSINESS, PROFESSIONAL  
AND OCCUPATIONAL LICENSE

5902

LICENSE NUMBER

S C PITTS LANDSCP&LAUNDCARE LLC

TRADE NAME

S C PITTS LANDSCP&LAUNDCARE LLC

OWNER NAME

LAWN SERVICE CLASS A

BUSINESS CLASSIFICATION



**Notice: Issuance of a license does not exempt the applicant from obtaining required building and zoning permits.**

Please post the above license in a conspicuous location. The small card is for your wallet and to be used by contractors needing Carolina permits.



PO Box 3199 • Winston Salem, NC 27102-3199

S C PITTS LANDSCAPING  
25459 NEWTOWN RD  
MILFORD VA 22514-2639

Policy Number: **2002647135**  
 Named Insured:  
**Stephen Pitts**  
**DBA S C PITTS LANDSCAPING**  
 Policy Period: 12:01 A.M.  
**4/16/2016 - 4/16/2017**  
 Date of Notice: **2/23/2016**  
 Policy Underwritten By:  
**New South Insurance Company**  
 24 Hour Claim Reporting 1-800-438-9400  
 For Policy Information: 1-877-488-6466  
[www.NationalGeneral.com](http://www.NationalGeneral.com)

Your Agent:  
**Tingler Insurance LLC**  
 7131 Ledyard Rd  
 Ruther Glen VA 22518  
 (804) 448-2402

**VA COMMERCIAL VEHICLE DECLARATIONS PAGE**

Renewal Effective: 1/1/2016

**Drivers, Employees and Household Residents**

#1	Stephen Pitts	Driver Status	License #	Lic State	Date of Birth	Gender	Marital Status	Driver Pts	Yrs. Licensed
		Owner/Driver	XXXX5010	VA	10/02/1970	Male	Single	0	20
		<b>Accidents/Violations Description</b>							
#1		Date: 12/11/2013			Defective equipment				

**Insured Vehicle(s) and Schedule of Coverages**

#1	2005 FORD F250 SUPER DUTY	VIN:	Usage: Business	Radius: 50
		0T0BF200800A8700042	Day Only	
	<b>Garaging Location:</b>	22514-2639		
	<b>Policy Coverage Level</b>	ScheduledAuto		
	<b>Coverages Provided</b>	<b>Limits/Deductibles</b>		<b>Premium</b>
	Bodily Injury 7	\$100,000 Each Person / \$300,000 Each Accident		\$346.00
	Property Damage 7	\$100,000 Each Accident		\$251.00
	Medical Payments 7	\$1,000 Each Person / Each Accident		\$30.00
	Uninsured / Underinsured Motorist Bodily Injury 7	\$100,000 Each Person / \$300,000 Each Accident/ \$50,000 PD Each Accident		\$69.00
	Comprehensive 7	Stated Amount \$20,000 - \$250 Deductible		\$165.00
	Collision 7	Stated Amount \$20,000 - \$500 Deductible		\$435.00
		Total for this vehicle		\$1,891.00
#2	1996 FORD F250	VIN:	Usage: Business	Radius: 100
		2FTHF26FXTCA68652-22	Use Only	
	<b>Garaging Location:</b>	22514-2639		
	<b>Policy Coverage Level</b>	ScheduledAuto		
	<b>Coverages Provided</b>	<b>Limits/Deductibles</b>		<b>Premium</b>
	Bodily Injury 7	\$100,000 Each Person / \$300,000 Each Accident		\$443.00

8-11/2002647135-03



Property Damage 7	\$100,000 Each Accident	\$377.00
Medical Payments 7	\$1,000 Each Person / Each Accident	\$37.00
Uninsured / Underinsured Motorist Bodily Injury 7	\$100,000 Each Person / \$300,000 Each Accident/ \$50,000 PD Each Accident	\$63.00

<b>Garaging Location:</b>	1FTRF12235NB74441-21 Personal Use	
<b>Policy Coverage Level</b>	22514-2639	
<b>Coverages Provided</b>	<b>Limits/Deductibles</b>	<b>Premium</b>
Property Damage 7	\$100,000 Each Accident	\$437.00
Medical Payments 7	\$1,000 Each Person / Each Accident	\$45.00
Uninsured / Underinsured Motorist Bodily Injury 7	\$100,000 Each Person / \$300,000 Each Accident/ \$50,000 PD Each Accident	\$63.00
	<b>Total for this Vehicle</b>	<b>-----</b>

<b>Garaging Location:</b>	1GTGK24K9ME501252-22 Use Only	
<b>Policy Coverage Level</b>	22514-2639	
<b>Coverages Provided</b>	<b>Limits/Deductibles</b>	<b>Premium</b>
Property Damage 7	\$100,000 Each Accident	\$377.00
Medical Payments 7	\$1,000 Each Person / Each Accident	\$37.00
Uninsured / Underinsured Motorist Bodily Injury 7	\$100,000 Each Person / \$300,000 Each Accident/ \$50,000 PD Each Accident	\$63.00
	<b>Total for this Vehicle</b>	<b>-----</b>

<b>Garaging Location:</b>	1G0LV24K9TH 073370-22 Use Only	
<b>Policy Coverage Level</b>	22514-2639	
<b>Coverages Provided</b>	<b>Limits/Deductibles</b>	<b>Premium</b>
Medical Payments 7	\$1,000 Each Person / Each Accident	\$37.00
Uninsured / Underinsured Motorist Bodily Injury 7	\$100,000 Each Person / \$300,000 Each Accident/ \$50,000 PD Each Accident	\$63.00
	<b>Total for this Vehicle</b>	<b>\$925.00</b>

<b>Garaging Location:</b>	22514-2639	
<b>Policy Coverage Level</b>	ScheduledAuto	
<b>Coverages Provided</b>	<b>Limits/Deductibles</b>	<b>Premium</b>
Medical Payments 7	\$1,000 Each Person / Each Accident	\$37.00
Uninsured / Underinsured Motorist Bodily Injury 7	\$100,000 Each Person / \$300,000 Each Accident/ \$50,000 PD Each Accident	\$63.00
	<b>Total for this Vehicle</b>	<b>\$925.00</b>



COMMONWEALTH of VIRGINIA

Department of Professional and Occupational Regulation

9960 Mayland Drive, Suite 400, Richmond, VA 23233

Telephone: (804) 367-8500

EXPIRES ON  
12-31-2017

NUMBER  
2705158168

BOARD FOR CONTRACTORS  
CLASS A CONTRACTOR  
\*CLASSIFICATIONS\* BLD



SC PITTS LANDSCAPING AND LAWN CARE LLC  
25459 NEWTOWN ROAD  
MILFORD, VA 22514



*Jay W. DeBoer*  
Jay W. DeBoer, Director

Status can be verified at <http://www.dpor.virginia.gov>

(SEE REVERSE SIDE FOR PRIVILEGES AND INSTRUCTIONS)

DPOR-LIC (05/2015)

COMMONWEALTH of VIRGINIA

Department of Professional and Occupational Regulation

9960 Mayland Drive, Suite 400, Richmond, VA 23233

Telephone: (804) 367-8500

EXPIRES ON  
12-31-2017

NUMBER  
2705158168

BOARD FOR CONTRACTORS  
CLASS A CONTRACTOR  
\*CLASSIFICATIONS\* CBC RBC



SC PITTS LANDSCAPING AND LAWN CARE LLC  
25459 NEWTOWN ROAD  
MILFORD, VA 22514



*Jay W. DeBoer*  
Jay W. DeBoer, Director

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DPOR-LIC (05/2015)