



**County of Spotsylvania**  
**Procurement Division**  
8800 Courthouse Road (P.O. Box 215)  
Spotsylvania, VA 22553  
Ph. 540/507-7586 Fax 540/582-6304

# PURCHASE ORDER

PURSUANT TO  
VIRGINIA CODE §2.2-4343.1,  
SPOTSYLVANIA COUNTY DOES NOT  
DISCRIMINATE AGAINST FAITH-  
BASED ORGANIZATIONS

**P.O. NUMBER 19143**

P.O. number must appear on all related correspondence, shipping papers, and invoices:

**To: Innovative Turf Applications & Consulting, Inc. Ship To: Spotsylvania County Parks & Recreation**  
**3018 Black Friar Lane 10910 Leavells Road**  
**Sandy Hook, VA 23153 Fredericksburg, VA 22407**

Attn: Rodney Hopkins  
[rodney.hopkins@itacturf.com](mailto:rodney.hopkins@itacturf.com)

Attn: Darrell Holladay

		SHIP VIA	F.O.B. POINT	TERMS	
May 28, 2019			Destination	Net 30 Days	
QTY	UNIT	DESCRIPTION		UNIT PRICE	TOTAL
Per Estimate	Per Estimate	Harrison Road Parking and Road Improvements		\$18,395.00	\$18,395.00
Per Estimate	Per Estimate	Harrison Road Park Diamond Fields & Rectangle Fields Improvements		\$96,729.00	\$96,729.00
Per Estimate	Per Estimate	Lee Hill Park Diamond Fields Improvements		\$86,710.00	\$86,710.00
Contract documents consist of:					
1. Spotsylvania County Purchase Order #19143 dated May 28, 2019 and Spotsylvania County Purchase Order General Terms & Conditions dated February 25, 2019;					
2. Innovative Turf Applications and Consulting, Inc. Estimate #1594 & #1595 dated March 21, 2019; Estimate # 1523 dated April 23, 2019;					
3. Virginia Commonwealth University Contract #7878728AZ with Innovative Turf Applications and Consulting, Inc. dated April 11, 2018;					
4. Proposal Response for VCU RFP #7878728AZ, Turf Maintenance Submitted by Innovative Turf Applications and Consulting, Inc.;					
5. Virginia Commonwealth University RFP #7878728AZ for Turf Maintenance; Sport Backers Stadium dated March 5, 2018.					
TOTAL					\$201,834.00

If there are any questions concerning this purchase order, please contact Donna Beasley – Spotsylvania County Procurement Division. Ph. 540/507-7586;


1. Please send one copy of your invoice.
2. In accordance with the prices, terms, delivery method, and specifications, including warranties, pursuant to any IFB and bid documents, or referenced Terms & Conditions delineated above.
3. Delivery constitutes acceptance of all terms and conditions.
4. Please notify us immediately if you are unable to ship as specified.
5. Send all invoices to:  
Spotsylvania County Parks & Recreation  
P O Box 28  
Spotsylvania, VA 22553
6. Pursuant to Virginia Code §2.2-4311.1, seller warrants that during the performance of this contract, it will not employ unauthorized alien workers, as defined by the Immigration Reform and Control Act of 1986.

**FOR OFFICIAL USE ONLY**

**Requisitioning Department:** Parks & Recreation

Requisitioner: Darrell Holladay

Edward Petrovitch  
Interim County Administrator

  
County Attorney

This standard Purchase Order form has been previously APPROVED AS TO FORM by the Office of the Spotsylvania County Attorney for small purchases. Any deviations from the County's customary form must be reviewed and approved by the County Attorney.



## SPOTSYLVANIA COUNTY PURCHASE ORDER GENERAL TERMS AND CONDITIONS

1. All prices unless otherwise specified are F.O.B. Destination with transportation charges prepaid.
2. If shipment is made by freight or express and charges added to invoice, the original bill of lading properly receipted shall accompany invoice. All charges must be prepaid.
3. Deliveries against this order must be free of excise, transportation, or state sales taxes. State sales and use tax certificate of exemption form will be issued upon request.
4. Purchase Order number shall be shown by Contractor on all related invoices, delivery memoranda, bills of lading, packages and/or correspondence.
5. Invoice terms are Net 30 days.
6. The CONTRACTOR providing services to the County under this Purchase Order Agreement represents and warrants to the County that it is:
  - A. Conforming to the provisions of the Civil Rights Act of 1964, as amended, as well as the Virginians With Disabilities Act, the Americans With Disabilities Act and Section 2.2-4311 of the Virginia Public Procurement Act, and where applicable, to the Virginia Fair Employment Contracting Act of 1975, as amended, and the Virginia Human Rights Act, as amended.
  - B. Not employing illegal alien workers or otherwise violating the provisions of the Immigration Reform and Control Act of 1986 and Virginia Code§ 2.2-4311.1;
  - C. Not requiring, and shall not require, any employee or subcontractor to sign an internal confidentiality agreement or statement prohibiting or otherwise restricting, or purporting to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a department or agency authorized to receive such information, or otherwise violate any federal and state laws and regulations protecting employees for reprisal against whistleblowing;
  - D. Complying with federal, state and local laws and regulations applicable to the performance of the goods and services procured, the work performed pursuant to the Agreement shall conform to all professional principles generally accepted as standards of the industry in the Commonwealth, the CONTRACTOR'S work performed shall be free of defects, and any new materials and equipment furnished under this Agreement shall be of good quality and in working condition; and
  - E. Complying fully with the Virginia Conflict of Interest Act.
  - F. Authorized to transact business in the Commonwealth of Virginia, pursuant to Section 2.2-4311.2 of the Code of Virginia.
7. CONTRACTOR'S performing work for the County shall maintain at a minimum, the following insurance coverage, if the work is performed by any type of corporation, partnership, or licensed business. An Automobile liability policy may be under a personal policy for a sole proprietor.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED:

  - A. Worker's Compensation – Statutory requirements and benefits
  - B. Employers Liability - \$100,000
  - C. Commercial General Liability - \$1,000,000 Combined Single Limit Bodily Injury and Property Damage Each Occurrence. These coverages are to include Products/Completed Operations, Personal & Advertising Injury, and Independent Contractor's Liability
  - D. Automobile Liability \$1,000,000.
  - E. Professional Liability, if required, under Professional Services.

The County, Board of Supervisors and employees, shall be named as additional insured on Auto and General liability Policies. The County reserves the right to require the Contractor to provide evidence of required insurance coverage.
8. During the performance of this Agreement, CONTRACTOR agrees that:
  - A. It will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor; that it will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause; and that it will state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor that such Contractor is an equal opportunity employer.

Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement; and

- B. It will include the provisions of the foregoing paragraph in every subcontract or purchase order of over \$10,000.00, so that the provisions will be binding upon each sub-CONTRACTOR or CONTRACTOR.
9. During the performance of this Agreement, the CONTRACTOR agrees to:
- A. Provide a drug-free workplace for the CONTRACTOR'S employees; and comply with the Federal Drug Free Workplace Act.
  - B. Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the CONTRACTOR'S workplace and specifying the actions that will be taken against employees for violations of such prohibition;
  - C. State in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR that the CONTRACTOR maintains a drug-free workplace; and
  - D. Include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each SUBCONTRACTOR or CONTRACTOR.
  - E. For the purposes of this section, "drug-free workplace" means any site at which the performance of work is done in connection with this contract awarded to the CONTRACTOR, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
10. The parties agree that this Agreement is governed by and shall be interpreted in accordance with the laws of the Commonwealth of Virginia, and that proper venue, in the event of litigation concerning this matter, shall be in the Circuit Court of Spotsylvania County, Virginia. The parties agree that any litigation involving this Agreement shall be brought only in such court. In the event of any action brought by either party against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, each party shall pay their own attorney's fees, costs and expenses.
11. Pursuant to Section 2.2-4354 of the Code of Virginia, (1950, as amended), the CONTRACTOR covenants and agrees to:
- A. Within seven (7) days after receipt of any amounts paid to the CONTRACTOR under the Agreement, (i) pay any subcontractor for its proportionate share of the total payment received from the COUNTY attributable to the work under the Contract performed by such subcontractor, or (ii) notify the COUNTY and the subcontractor, in writing, of its intention to withhold all or part of the subcontractor's payment and the reason therefore;
  - B. Provide its federal employer identification number or social security number, as applicable, before any payment is made to the CONTRACTOR under the Agreement;
  - C. Pay interest at the legal rate or such other rate as may be agreed to in writing by the subcontractor and the CONTRACTOR on all amounts owed by the CONTRACTOR that remain unpaid after seven (7) days following receipt by the CONTRACTOR of payment from the COUNTY for work performed by the subcontractor under the Agreement; and
  - D. Include in its contracts with any and all subcontractors the requirements of 1, 2, and 3 above.
12. CONTRACTOR shall indemnify, defend and hold harmless the COUNTY and its representatives from any and all claims, suits and actions for injury or damage sustained by any person or property from any act or omission by CONTRACTOR and/or its CONTRACTORS or employees, or anyone else for whom CONTRACTOR is or may be responsible. This section shall survive the termination of this Agreement.
13. Spotsylvania County reserves its rights of ownership to all material given to the Contractor by Spotsylvania County and to all background information, documents, and computer software and documentation developed by the Contractor in performing any Contract resulting from this procurement.
14. Spotsylvania County shall have the right to terminate at Spotsylvania County's convenience, with or without cause, any contract resulting from this Purchase Order by specifying the date of termination in a written notice. In this event, the Contractor shall be entitled to just and equitable compensation for any authorized satisfactory work done or any items/materials accepted by Spotsylvania County.
15. CONTRACTOR acknowledges that the Spotsylvania County Procurement Policy is applicable to this Agreement. The Spotsylvania County Procurement Policy governing this Agreement may be accessed at:  
<http://www.spotsylvania.va.us/content/20925/20963/21966/20995/23291/default.aspx>

**INNOVATIVE TURF APPLICATIONS AND  
CONSULTING INC.**

3018 Black Friar LN  
Sandy Hook, VA 23153 US  
(804) 564-5080  
rodney.hopkins@itacturf.com  
itacturf.com

**Estimate**



**ADDRESS**

Spotsylvania Parks and Recreation  
P.O. Box 28  
Spotsylvania, VA 22553

ESTIMATE #	DATE
1523	04/23/2019

**JOB**

Harrison Road parking/road

DATE	ACTIVITY	QTY	RATE	AMOUNT
04/23/2019	<b>VASCUPP Machine rate DOL</b> Dozer w/ operator and laser. Price per hour (8 hour minimum)	65	165.00	10,725.00
04/23/2019	<b>VASCUPP Power Rake</b> Finish Power Raking. Price per 1000sf.	45	55.00	2,475.00
04/23/2019	<b>VASCUPP French Drain 12"</b> 12" HDPE pipe w/gravel 300 ft. minimum. Price per Linear ft.	110	28.00	3,080.00
04/23/2019	<b>Henrico RFP Hydro-seeding</b> Hydro-seeding per 1,000 sqft	45	47.00	2,115.00

**TOTAL**

**\$18,395.00**

Accepted By

Accepted Date

**INNOVATIVE TURF APPLICATIONS AND  
CONSULTING INC.**

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Sandy Hook, VA 23153 US  
(804) 564-5080  
rodney.hopkins@itacturf.com  
itacturf.com

**Estimate**



**ADDRESS**

Spotsylvania Parks and Recreation  
P.O. Box 28  
Spotsylvania, VA 22553

**ESTIMATE #**

1595

**DATE**

03/21/2019

**JOB**

Harrison Road Park fields

DATE	ACTIVITY	QTY	RATE	AMOUNT
03/21/2019	<b>VASCUPP Machine rate DOL</b> Dozer w/ operator and laser. Price per hour	75	165.00	12,375.00
03/21/2019	<b>VASCUPP Reverse Tine Tilling</b> Reverse tine tilling. Price per 1000sf.	126	75.00	9,450.00
03/21/2019	<b>VASCUPP Topdressing Compost</b> compost Topdressing . Priced per cubic yard. (320 cubic yards) spread 1.5" thick (customer to provide material)	400	15.00	6,000.00
03/21/2019	<b>VASCUPP Laser guided Grading FR</b> Field Renovation Price per 1000sf Laser Grade	126	110.00	13,860.00
03/21/2019	<b>VASCUPP Power Rake</b> Finish Power Raking. Price per 1000sf.	126	55.00	6,930.00
03/21/2019	<b>VASCUPP Frazzle Mowing</b> Field TopMaker w/ Universe Rotor 1/2" depth. (price per 1000 sq.ft.) at Patriot park to generate sprigs	220	75.00	16,500.00
03/21/2019	<b>VASCUPP Trucking/Haul Rate &lt;50 miles</b> Price per hour.	18	110.00	1,980.00
03/21/2019	<b>VASCUPP Sprig Frazzle Mow Spoils</b> Loose sprig w/ manure style spreader. (price per 1000 sq.ft.)	126	75.00	9,450.00
03/21/2019	<b>Misc.</b> spot place topsoil (provided by the county in low areas and spring with spoils from Patriot Park (Lump Sum) on Baseball field	1	14,500.00	14,500.00
03/21/2019	<b>Laser Grade</b> Laser Grade infield on Baseball	1	3,500.00	3,500.00
03/21/2019	<b>Infield Mix</b> Luck Stone Choice infield mix (52tons)	52	42.00	2,184.00

TOTAL

**\$96,729.00**

Accepted By

Accepted Date

**INNOVATIVE TURF APPLICATIONS AND  
CONSULTING INC.**

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Sandy Hook, VA 23153 US  
(804) 564-5080  
rodney.hopkins@itacturf.com  
itacturf.com

**Estimate**



**ADDRESS**

Spotsylvania Parks and Recreation  
P.O. Box 28  
Spotsylvania, VA 22553

**ESTIMATE #**

1594

**DATE**

03/21/2019

**JOB**

Lee Hill fields

DATE	ACTIVITY	QTY	RATE	AMOUNT
03/21/2019	<b>VASCUPP Machine rate DOL</b> Dozer w/ operator and laser. Price per hour	75	165.00	12,375.00
03/21/2019	<b>VASCUPP Reverse Tine Tilling</b> Reverse tine tilling. Price per 1000sf.	129	75.00	9,675.00
03/21/2019	<b>VASCUPP Topdressing Compost</b> compost Topdressing to include materials. Priced per cubic yard. (320 cubic yards) spread 1.5" thick (customer to provide material)	400	15.00	6,000.00
03/21/2019	<b>VASCUPP Laser guided Grading FR</b> Field Renovation Laser Grade Price per 1000sf	129	110.00	14,190.00
03/21/2019	<b>VASCUPP Power Rake</b> Finish Power Raking. Price per 1000sf.	129	55.00	7,095.00
03/21/2019	<b>VASCUPP Frazzle Mowing</b> Field TopMaker w/ Universe Rotor 1/2" depth. (price per 1000 sq.ft.) at Patriot park to generate sprigs	160	75.00	12,000.00
03/21/2019	<b>VASCUPP Trucking/Haul Rate &lt;50 miles</b> Price per hour.	20	110.00	2,200.00
03/21/2019	<b>VASCUPP Sprig Frazzle Mow Spoils</b> Loose sprig w/ manure style spreader. (price per 1000 sq.ft.)	129	75.00	9,675.00
03/21/2019	<b>VASCUPP Water Cannon</b> Rental and Setup Labor (price per day) 2 cannons with supply hoses ( customer to provide water)	14	500.00	7,000.00
03/21/2019	<b>VASCUPP Topdressing Choice Infield Mix</b> choice infield mix spread and laser graded Topdressing to include materials. Priced per	100	65.00	6,500.00

DATE	ACTIVITY	QTY	RATE	AMOUNT
	ton.			
		TOTAL		<b>\$86,710.00</b>

Accepted By

Accepted Date



## **Harrison Road Park Improvements**

### **Parking and Road**

To level and smooth existing undulations in grassy area south of the parking lot. The unevenness in the larger area west of the parking lot will be leveled and smoothed. The existing gravel road will be redirected and a new culvert pipe installed. All disturbed areas (45,000 sq. ft.) will be hydro-seeded.

### **Diamond Field**

The County will provide topsoil to spot fill low/settled areas in the outfield. These areas will be sprigged with fraze mowing spoils from Patriot Park. The area to be sprigged will be cultivated and re-graded to meet the existing percent slope and to remove unevenness. The infield will have 52 tons of LuckStone FieldGem Choice infield mix added. The infield will be laser graded to match existing fence lines and to achieve positive surface drainage.

### **Rectangle Field 1**

The intent is to use the existing soil and regrade the field to sheet drain to the North at approximately 1%. The subgrade will be laser graded. Livingston blend compost (supplied by County) will be topdressed and spread to 1" thick. The compost will then be reverse tine tilled to a depth of 3-4". The field will be laser graded to finish grade. Spoils from fraze mowing at Patriot Park will be placed at a depth of 2-3" and rolled into place. No irrigation will be provided.

## **Rectangle Field 2**

The intent is to use the existing soil and regrade the field to sheet drain to the West at approximately 1%. The renovation process will be the same as Rectangle Field 1.

## **Lee Hill Park Improvements**

### **Diamond Field 1**

The intent is to use the existing soil and regrade the outfield to slope downward from second and third base lines to the perimeter of the outfield at approximately 1%. The outfield subgrade will be laser graded. Livingston blend compost (supplied by County) will be topdressed and spread to 1" thick. The compost will then be reverse tine tilled to a depth of 3-4". The field will be laser graded to finish grade. Spoils from fraze mowing at Patriot Park will be placed at a depth of 2-3" and rolled into place. ITAC will provide one (1) water reel for two (2) weeks. The County will be responsible for watering the sprigs. The infield will have 52 tons of LuckStone FieldGem Choice infield mix added. The infield will be laser graded to match existing fence lines and to achieve positive surface drainage.

### **Diamond Field 2**

The intent is to use the existing soil and regrade the outfield to create a crown from second base through center field to the perimeter of the outfield. The slope from the crown to the foul lines will be approximately 1%. The outfield subgrade will be laser graded. Livingston blend compost (supplied by County) will be topdressed and spread to 1" thick. The compost will then be reverse tine tilled to a depth of 3-4". The field will be laser graded to finish grade. Spoils from fraze mowing at Patriot Park will be placed at a depth of 2-3" and rolled into place. ITAC will provide one (1) water reel for two (2) weeks. The County will be responsible for watering the sprigs. The infield will have 52 tons of LuckStone FieldGem Choice infield mix added. The infield will be laser graded to match existing fence lines and to achieve positive surface drainage.