



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 19147

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

To: Donovan Paving, L.L.C.
47 Broadview Avenue
Warrenton, VA 20186

Ship To: Spotsylvania County Livingston Landfill
6241 Massey Road
Spotsylvania, VA 22551

Attn: Allen Crane
acrane@donovan-construction.com

Attn: Doug Crooks/David Blizzard

		SHIP VIA	F.O.B. POINT	TERMS
June 11, 2019			Destination	Net 30 Days
QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
		Paving work at Livingston Landfill located at 6241 Massey Road as per Donovan Asphalt Paving Proposal #3581 dated April 19, 2019.		
5,384	S.Y.	Milling (Removal 2")	\$2.35	\$12,652.40
5,384	S.Y.	Milling (Removal additional 1")	\$0.95	\$ 5,114.80
5,384	S.Y.	2" Asphalt	\$13.69	\$73,707.00
5,384	S.Y.	1" Additional Asphalt	\$6.89	\$37,095.80
Contract documents consist of:				
1. Spotsylvania County Purchase Order #19147 dated June 11, 2019 and Spotsylvania County Purchase Order General Terms and Conditions dated February 25, 2019;				
2. Donovan Asphalt Paving Proposal #3581 dated April 19, 2019;				
3. Fauquier County Government & Public Schools Contract #32-17ksc, Asphalt Paving & Surface Treatment with Donovan Paving, LLC dated December 13, 2016; Contract #32-17ksc. Asphalt Paving & Surface Treatment Contract Renewal dated December 18, 2017; Notice of Contract Renewal dated March 14, 2019;				
4. Fauquier County Government & Public Schools Invitation for Bids (IFB) #32-17ks dated October 28, 2016.				
TOTAL				\$128,570.00

If there are any questions concerning this purchase order, please contact Ms. Donna Beasley – Spotsylvania County Procurement Division. Ph. 540/507-7586; Fax: 540/582-6304


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 Utilities
600 Hudgins Road
Fredericksburg, VA 22408
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: Utilities

Requisitioner: Doug Crooks

Edward Petrovitch
Interim County Administrator


Ass't. 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 received 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>

DONOVAN PAVING L.L.C.
47 Broadview Avenue
Warrenton, VA 20186
Office 540-349-2009
Fax 540-349-3383
WWW.DONOVANPAVING.COM



Proposal

Owner / Address
Spotsylvania County
Josha Knight

Date	Proposal #
4/19/2019	3581

Customer Phone

Customer E-mail

jknight@spotsylvania.va.us

Terms of Payment

Due on receipt

Project Manager

AC

Description of Work to be Completed

Total

128,570.00

SITE: Livingston Landfill
Spotsylvania, VA

Contract #DP32-ksc

Mr. Blizzard,

We are pleased to submit herewith our proposal to perform paving work at the above referenced site in the following described manner.

- 1) Mill existing asphalt surface to a depth of 3 inches with rotary drum milling machine and haul away debris. (Approx 5,384 S.Y.)
- 2) Place 3.0 inches of VDOT approved hot-mix asphalt type IM-19. New asphalt shall be compacted with a 7-ton vibratory roller to achieve a smooth and uniform surface. (Approx 5,384 S.Y.)

If you have any questions in regards to this matter please advise. Thank you for the opportunity of quoting and trust we may be of service to you in this matter.

Respectfully Submitted,

Allen Crane
Donovan Paving LLC

Owner Acceptance: _____ Date: _____

Proposal #3581, Dated 4/19/19
Worksheet

	Price per S.Y.	Total S.Y.	Total \$
Milling (Removal 2")	\$2.35	5,384	\$12,652.40
Milling (Removal additional 1")	\$0.95	5,384	\$5,114.80
2" Asphalt	\$13.69	5,384	\$73,707.00
1" Additional Asphalt	\$6.89	5,384	\$37,095.80
			<u>\$128,570.00</u>

TERMS AND CONDITIONS

This Contract (the "Contract") is made between DONOVAN PAVING LLC ("DONOVAN PAVING LLC" or "Contractor") and the Owner, as specified on page 1 of attached Proposal, the ("Owner"), referred to collectively as the "Parties". Contractor will furnish labor and equipment to perform the scope of work ("the Work") set forth on Proposal page(s) under "Description of Work to be Completed". All depths and measurements are approximate. Contractor hereby proposes to furnish labor and materials to complete the Work in accordance with the attached Description of Work to be Completed for the Total as outlined on attached Proposal page(s):

~~Owner has the right to cancel this contract within (3) days from the date of acceptance unless emergency service is requested.~~

Contractor may withdraw this proposal if not accepted within thirty (30) days. Contractor reserves the right at any time before installation to adjust the price to reflect any increase in the cost of material. If payment is not received in full within sixty (60) days from completion date, then any and all warranty rights are waived. All terms and conditions are contingent upon optimal site, soil and weather conditions. In the event of inclement weather, labor disputes, accidents, delays or conditions beyond Contractor's control, all terms and conditions may be modified or adjusted accordingly.

Contractor warrants all asphalt installation work for one (1) year from the date of completion against material defects in workmanship. CONTRACTOR MAKES NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR USE. Warranty does not cover damages caused by Acts of God, acts of the Owner, other contractors, inclement weather, labor disputes, acts of public agencies or utilities, inspectors, or any other contingencies unforeseen by Contractor or beyond the control of Contractor. DONOVAN PAVING LLC does not warrant or guarantee against erosion, settlement or sinking. All warranties and guarantees are void if sealer is applied by any person or entity not affiliated with DONOVAN PAVING LLC. Owner is responsible for any necessary maintenance, lawn grading, back-filling or reseeding after installation. Contractor does not warrant or guarantee against damage done by snowplows, vegetation growth, gas, oil, chemical spills, or by large vehicles in excess of design capacity. Contractor does not warrant or guarantee drainage of surface water for areas having less than 2% grade as determined by Contractor. Seal coating and crack filling services are not under warranty for material defects however DONOVAN PAVING LLC will correct any installation defects upon 48 hour notification by customer after installation.

The terms of payment, unless specified in writing on the Proposal page(s) do not include permit fees, landscaping, sub-grade stabilization (undercutting) or sealer application. If the Owner wishes to pay with a credit card an additional fee of 4% will be applied to the contract amount. Owner is responsible for obtaining any required permits and government approvals prior to the beginning of work. Location markings for TV Cables, irrigation systems, invisible pet fencing, and all other concealed conditions known or unknown by Owner shall be Owner's responsibility.

Change Order- Any alteration or deviation from the above Work that is directed by the Owner and involves extra costs will be executed only upon written orders and will become an additional charge over and above the original proposal. Unforeseeable additional costs: If corrective action is necessary due to undesirable base or unforeseeable conditions, as determined by Contractor, a change order shall be executed. If owner fails to authorize necessary corrective measures and/or extra work, all warranties and guarantees are void. Contractor will not be responsible for pavement failures and will be paid in full as stated. Prices are based on one mobilization unless noted. Extra mobilizations for any reason beyond the control of the Contractor will result in additional charges.

This contract constitutes the complete understanding between the parties and replaces all prior agreements and understandings between the parties, whether written or oral. No other promises will be binding unless agreed to and signed by both parties. If Owner's account is sent to a collection agency or attorney for collection, Owner will be held responsible for all fees and costs incurred in the collection process as well as interest of 1.5% per month. In the event that any dispute pertaining to the quality or completeness of the Work arises out of this Contract, ~~the dispute shall be submitted to arbitration and shall be decided in accordance with the Construction Industry Rules of the American Arbitration Association. Owner hereby waives all rights to trial by jury in all legal proceedings between purchaser and seller.~~ Payment is not contingent upon any third party's approval. This Contract shall be governed by the laws of the State of Virginia. If any provision or provisions of this Contract shall be held to be invalid, illegal, unenforceable or in conflict with the law of the State of Virginia, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

ACCEPTANCE: By signing the attached Proposal, Owner agrees that prices, Description of Work to be Completed, specifications, and Terms and Conditions are satisfactory and are hereby accepted. Owner further agrees that Contractor is authorized to perform labor and furnish materials as specified and the Terms of Payment will be made as stated on Proposal page(s). Owner further states by signing, that Owner has complete authority to execute this Contract and shall be bound thereby.