

COUNTY OF HENRICO DEPARTMENT OF FINANCE PURCHASING DIVISION CONTRACT EXTRACT NOTICE OF RENEWAL

DATE:	April 15, 2024 Revised 9/19/24
CONTRACT COMMODITY/SERVICE: (include contracting entity if cooperative)	Double Shredded Landscape Mulch
(molade contracting chity in cooperative)	
CONTRACT NUMBER:	2146A
COMMODITY CODE:	595.38
CONTRACT PERIOD:	May 1, 2024 through April 30, 2025
RENEWAL OPTIONS:	1 renewal remaining through April 30, 2026
USER DEPARTMENT:	HCPS and County
Contact Name:	,
Phone Number:	See Below
Email Address:	See Below
HENRICO COOPERATIVE TERMS INCLUDED:	YES
SUPPLIER: Name:	SiteOne Landscape Supply, LLC
Address:	24110 Network Place
City, State:	Chicago, IL 60673-1241
Contact Name:	See Below
Phone Number:	804-639-0311
Email address:	See Below
ORACLE SUPPLIER NUMBER:	223650
BUSINESS CATEGORY:	Small Business
PAYMENT TERMS:	Net 30
DELIVERY:	As needed and Requested
FOB:	County of Henrico
BUYER: Name:	Leisel O. Collins, CPPB, VCO, VCA
Title:	Assistant Division Director
Phone:	804-501-5687
Email:	COL119@henrico.us

This contract is the result of a competitive solicitation issued by the Department of Finance, Purchasing Division. A requisition must be generated for all purchases made against this contract and the requisition must reference the contract number.

USING DEPARTMENT CONTACT INFORMATION

DEPARTMENT	NAME	PHONE NUMBER	EMAIL ADDRESS
HCPS, Facilities	Jeff Grow	804-652-3909	jtgrow@henrico.k12.va.us
	CC: Susan Moore	804-652-3899	smoore@henrico.k12.va.us
General Services	Doug Brooks Doug Gavin	804-501-5153 804-501-4230	bro19@henrico.gov gav@henrico.gov
	CC: Jamie Massey Derek Gresco	804-501-5271 804-501-4237	mas08@henrico.gov gre126@henrico.gov
Recreation and Parks	Brian Friedel	804-727-8203 (O) 804-229-7910 (C)	Fri051@henrico.gov
	CC: John Zannino Matthew Reynal	804-501-5119 804-652-1457	Zan01@henrico.gov Rey031@henrico.gov

SUPPLIER CONTACT INFORMATION

NAME	MOBILE NUMBER	EMAIL ADDRESS
Shannon May	804-396-5897	smay@siteone.com
Kevin Martin	804-839-3737	kmartin3@siteone.com
Jim Hall	804-937-5400	<u>Jhall2@siteone.com</u>

PRICING SCHEDULE - CONTRACT NO. 2146A

DESCRIPTION	PRICE PER BIC YARD
Delivery of Brown Dyed	\$ 28.33
Delivery of Black Dyed	\$ 28.33
Delivery of Non-Dyed Natural Hardwood	\$ 17.51
Pick-up of Brown Dyed	\$ 27.81
Pick-up of Black Dyed	\$ 27.81
Pick-up of Non-Dyed Natural Hardwood	\$ 17.51

SCOPE OF WORK/SERVICES

A. Cooperative Procurement.

This procurement is being conducted by the County of Henrico, Virginia on behalf of all other public bodies of the Commonwealth of Virginia in accordance with the provisions of 2.2-4304 of the Code of Virginia, as amended. If agreed to by the Successful Bidder, other public bodies of the Commonwealth of Virginia may make purchases under the resulting contract at the prices set forth herein and in accordance with its terms, conditions and specifications, subject to any modifications necessary to comply with local policy or practice to which the Successful Bidder agrees. The Successful Bidder shall deal directly with any public body it authorizes to use the resulting contract. The County, its officials and its staff are not responsible for placement of orders, invoicing, payments, contractual disputes, or any other transactions between the Successful Bidder and any other public bodies, and in no event shall the County, its officials or staff be responsible for any costs, damages or injury resulting to any party from use of a County contract. The County assumes no responsibility for any notification of the availability of the resulting contract for use by other public bodies, but the Successful Bidder may conduct such notification.

B. Specifications.

- 1. The Successful Bidder shall provide premium grade, double shredded, mixed hardwood, natural color dyed brown or black, uniform in texture and color, suitable for all landscaping applications. The product shall be free of pests and debris. "Wood Chips" are unacceptable. Determination of quality shall be at the sole discretion of the County.
- 2. Products delivered shall remain the property of the Successful Bidder until a physical inspection of the products is made and thereafter accepted to the satisfaction of the County. In the event the products supplied to the County are found to be defective or not conform with the requirements of the Contract, the County reserves the right to cancel the contract upon written notice to the Successful Bidder and return products to Successful Bidder at the Successful Bidder's expense.
- 3. The County shall have the option for authorized representatives to pick up double shredded hardwood landscape mulch from the Successful Bidder's location.
- 4. The Successful Bidder shall promptly notify the County's authorized representatives if the availability of double shredded hardwood landscape mulch will be delayed due to plant or truck maintenance or break down, inclement weather, etc.
- 5. No portion of this contract shall be subcontracted without the prior written consent of the County's authorized representative.

E. Damages.

Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this Contract shall be repaired to the County's satisfaction at the Successful Bidder's expense.

F. Delivery Requirements.

- 1. The Successful Bidder shall deliver a minimum of 10 cubic yards of double shredded hardwood landscape mulch to the designated locations on Attachment F.
- 2. Upon award of the Contract, the Successful Bidder shall be ready to deliver products within ten (10) days of being notified to proceed with the contract from the County.
- 3. The Successful Bidder shall coordinate with the County authorized representatives, on the delivery date, time, and off-loading of the double shredded hardwood landscape mulch.
- 4. Delivery shall be made to designated locations as requested by the County's authorized representatives.

G. Invoicing Requirements.

- 1. The Successful Bidder shall submit an itemize invoice which shall include:
 - a. Contract number;
 - b. Purchase order number as supplied by the County;
 - c. Total quantity purchased; and,
 - d. Unit cost per cubic yard.
- 2. Invoices shall be mailed to address designated on the County issued Purchase Order.



COMMONWEALTH OF VIRGINIA

County of Henrico

Double Shredded Landscape Mulch for the County of Henrico and Henrico County Public Schools (HCPS) Contract No. 2146A Amendment No. 2 September 19, 2024

Whereas, the County of Henrico, Virginia (the "County") and Yard Works, LLC (the "Original Contractor") entered into Contract No. 2146A (the "Contract") dated May 11, 2021, to provide inside delivery of double shredded landscape mulch when needed and requested by the County of Henrico and Henrico County Public Schools (HCPS) (collectively, the "County"); and,

Whereas, the original Contract term was from May 10, 2021, to April 30, 2022; and,

Whereas, the parties renewed the Contract for an additional 1-year term beginning May 1, 2022, and ending April 30, 2023; and,

Whereas, the parties amended the Contract to add Non-Dyed Natural Hardwood Mulch at the price of \$16.46 per yard; and

Whereas, the parties renewed the Contract for an additional 1-year term beginning May 1, 2023, and ending April 30, 2024; and

Whereas, the parties renewed the Contract for an additional 1-year term beginning May 1, 2024, and ending April 30, 2025; and

Whereas, SiteOne Landscape Supply, LLC, a Delaware limited liability company (the "Successor Contractor"), represents and warrants to the County that it alone has assumed all the Original Contractor's rights, obligations, and liabilities under and arising out of the Contract and is willing and able to perform the Contract; and

Now, therefore, the parties agree to amend the Contract as follows:

- 1. "SiteOne Landscape Supply, LLC" shall replace "Yard Works, LLC" throughout the Contract.
- 2. All other provisions of the Contract remain in full force and effect.

In witness whereof, the parties have caused this Amendment No. 2 to the Contract to be executed by the following duly authorized individuals:

SiteOne Landscape Supply, LLC	County of Henrico, Virginia
24110 Network Place	P.O. Box 90775
Chicago, IL 60673-1241	Henrico, VA 23273
123lle May	(Ben to
Shannon May	Oscar Knott, CPP, CPPO, NIGP-CPP, VCO
Director of Administrations	Purchasing Director
9/23/24	9/25/24
Date	Date
	APPROVED AS TO FORM

APPROVED AS TO FORM

ASSISTANT COUNTY ATTORNEY

HENRICO HENRICO

COMMONWEALTH OF VIRGINIA

County of Henrico

Annual Contract for Double Shredded Landscape Mulch Contract No. 2146A Amendment No. 1 May 24, 2022

Whereas, the County of Henrico, (the "County") and Yard Works, LLC ("Contractor") entered into Contract No. 2146A (the "Contract") dated May 10, 2021 to provide Double Shredded Landscape Mulch when needed and requested by the County; and,

Whereas, the original Contract term was from May 10, 2021, to April 30, 2022; and,

Whereas, the parties renewed the Contract for an additional one-year term beginning May 1, 2022 and ending April 30, 2023; and

Whereas, by quote dated May 23, 2022, the Contractor agreed to add Non-Dyed Natural Hardwood Mulch at the price of \$16.46 per yard.

Now, therefore, the parties agree to renew and amend the Contract as follows:

- 1. The Contract is hereby amended to add Non-Dyed Natural Hardwood Mulch at the price of \$16.46 per yard.
- 2. All other provisions of the Contract remain in full force and effect.

In witness whereof, the parties have caused this Amendment No. 1 to the Contract to be executed by the following duly authorized individuals:

Yard Works, LLC	County of Henrico, Virginia
19001 Hull Street Road	P.O. Box 90775
Moseley, VA 23120	Henrico, VA 23273-0775
Jim Hall	Pacen Thirts
E Ignature	Oscar Knott, CPP, CPPO, VCO
	Purchasing Director
Jim Hall Customer Represenative	
Printed Name and Title	
	5/27/22
	Date
5/27/22	*
Date	

Approved as to form:

Allison L. Bridges, Sq. Assistant County Attorney 5/27/2022



COMMONWEALTH OF VIRGINIA

County of Henrico

Contract No. 2146A

CONTRACT

This contract ("Contract"), made this 10th day of May, 2021 between the County of Henrico, hereinafter called the "County" and

Yard Works, LLC.

and his, its or their successors, executors, administrators, and assigns, hereinafter called the "Contractor,".

WITNESSETH: That, for the consideration mentioned below, the Contractor promises to do all the work and furnish all the materials, equipment and labor necessary to carry out this Contract in the manner and to the full extent set forth in the Contract Documents (hereinafter defined) to the satisfaction of the County. At all times, the County shall have the right to inspect the Contractor's work performed under this Contract. All terms and conditions, specifications, general and special provisions, plans, drawings, and all documents referred to below are hereby made part of this Contract as completely as if incorporated herein.

It is agreed that the services to be done under this Contract are to furnish all tools, labor, equipment and supervision necessary to provide Double Shredded Landscape Mulch when needed and requested by the County of Henrico in accordance with: (i) Invitation for Bid #21-2146-3MEJ dated April 15, 2021 including the general terms, conditions and requirements therein; (ii) Contractor's Bid dated April 30, 2021, and the Price Schedule included as Appendix A (collectively, the "Contract Documents"). The term of this Contract shall be from May 10, 2021, through April 30 2022, and may be renewed for up to four additional one-year periods in the County's sole discretion. Pricing shall be in accordance with the Price Schedule included as Appendix A.

In consideration of the foregoing, which consideration is acknowledged by the parties to be sufficient and complete for all of the work within the scope of this Contract, the County agrees to pay the Contractor for all items of work performed and/or materials furnished at the unit prices or lump prices under the conditions set forth in the Contract Documents.

FIRM:	Yard Works, LLC	County of Henrico, Virginia
ADDRESS	19001 Hull Street Road	P.O. Box 90775
	Moseley, VA 23120	Henrico, VA 23273-0775
BY	Min Mont	Digitally aspend by Dictar Most DN CN - Posser Most entire is anothing herocaus C = US O A County of Heroko, VA OU = Department of Finance - Purchasing Division Desc 202 (26.51, 1) 15:16:44 - 4500°
	10 0 0 0 1	Oscar Knott, CPP, CPPO, VCO
TITLE	V.P. of Chautacturing & Retail	Purchasing Director
DATE	5/11/21	DATE_5/11/21

Approved as to Form:

Allison L. Bridges, (Eg. Asst. County Attorney