

## **INVITATION TO BID**

### **RE: COMPREHENSIVE AGRONOMIC PROGRAM FOR WILLOWBROOK GOLF COURSE LOCATED AT 1153 WILLOWBROOK COUNTRY CLUB ROAD, BREAKS, VIRGINIA 24607**

The Buchanan County, Va., Board of Supervisors is requesting bids for comprehensive agronomic program for Willowbrook Golf Course located in Breaks, Virginia.

#### **QUOTE SUBMISSION**

QUOTES will be received at the County Administrator's Office located at 4447 Slate Creek Road, 3<sup>rd</sup> floor, Grundy, VA 24614 **until 10:00 a.m. on Friday, May 17, 2024.** Quotes can be, faxed 276-935-4479 or e-mail [Loretta.Peck@buchanancounty-va.gov](mailto:Loretta.Peck@buchanancounty-va.gov) **ALL QUOTES SHOULD BE MARKED AS A QUOTE FOR WILLOWBROOK GOLF COURSE.**

#### **SCOPE OF SERVICES**

Shall provide a comprehensive agronomic program for Willowbrook Golf Course that addresses the entire property including: greens, tees, fairways, green surrounds, roughs, practice areas, clubhouse grounds, and boundaries.

The Vendor chosen will apply their experience and expertise to formulate programs that will extract maximum performance and playability out of every resource provided. The vendor will communicate with crew and supervisor as directed, and will communicate with, and be under the direction of Ronald Compton and shall serve as an "on-site, hands-on consultant" through the period.

The vendor will provide twice-monthly key application services to the aforementioned areas and/or provide direct oversight for applications to set areas.

The vendor in providing the twice-monthly key application services shall do so with equipment supplied by the vendor with materials and supplies provided by the County as recommended to the County by the vendor.

In addition to providing and/or directing application services, the vendor will make certain that all maintenance practices are administered and scheduled in an integrated fashion that accounts for as many facets of course maintenance, and golf calendar, as can pragmatically

be accomplished. The vendor will also be responsible for recommending to the County the needed supplies and materials concerning to implement the agronomic program. The County shall be responsible for purchasing all such needed supplies and materials as recommended by the vendor.

The chosen vendor will dedicate one half day of his work schedule twice a month to accomplish these contract services, plus make himself available when working in the area as needed and will also be available to provide assistance via text or phone at most any time.

Communication with the crew and Mr. Compton to aid in monitoring course conditions and expectations, as well as providing key application services will be accomplished during a typical day.

### **CONTRACT TERMS AND COMPENSATION**

**This will run July 1, 2024 through June 30, 2025. The Contract terms and specifications are incorporated by reference into this Invitation to Bid. A copy of the contract may be requested by contacting Loretta Peck at 935-6505. The County is open to negotiate additional renewal periods to the contract.**

Specifications and contractual terms may be obtained at the Buchanan County Government Building, 3<sup>rd</sup> Floor, 4447 Slate Creek Road, Grundy, VA, 8:30 a.m. – 5:00 p.m., Monday -Friday or you may contact Loretta Peck @ 276-935-6505. The specification and contractual terms are incorporated into this Invitation for Bid by reference.

### **STATEMENT OF REQUISITE QUALIFICATIONS OF BIDDERS**

The successful contractor/vendor must be authorized to do business in the Commonwealth of Virginia and be properly licensed as a commercial applicator by the Virginia Department of Agriculture on or before the beginning of the contract term, specifically, July 1, 2024.

### **COUNTY NOT LIABLE FOR PROSPECTIVE BIDDER BID COSTS**

The Buchanan County, Va. Board of Supervisors will not be responsible for the costs incurred by a prospective bidder in submitting a bid in this matter.

## **BID SUBMISSION QUOTES**

**All submission quotes must be received on or before 10:00 a.m. Friday, May 17, 2024.**

## **WITHDRAWAL OF BID PROCEDURE**

Any bidder claiming the right to withdraw his bid shall give notice in writing of this claim of right to withdraw his bid within two business days after the conclusion of the bid procedure. Furthermore, bid withdrawal is subject to, and limited by section 2.2-4330 of the Code of Virginia of 1950, as amended, and section 16-34 of the Buchanan County Code.

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Date

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Robert Craig Horn, County Administrator

## CONTRACT

**THIS AGREEMENT**, made and entered into this the \_\_\_\_\_ day of \_\_\_\_\_, 2024 by and between **BUCHANAN COUNTY, a political subdivision of the Commonwealth of Virginia**, party of the first part, and \_\_\_\_\_ party of the second part, hereinafter referred to as **“Contractor”**.

### WITNESSETH:

**THAT** for and in consideration of the mutual covenants and agreements herein contained, the parties hereto do hereby agree as follows:

#### I

The Contractor agrees to provide a comprehensive agronomic program for Willowbrook Golf Course in Breaks, Virginia pursuant scope of services contained within the **Scope of Services contained in the Invitation to Bid** and made a part of this contract by reference, as **Exhibit “A”**, a copy of which is attached hereto. The term of this contract shall begin on July 1, 2024 and run through June 30, 2025. (County is willing to negotiate a provision for annual renewals).

#### II

The Contractor agrees to provide a comprehensive agronomic program for Willowbrook Golf Course that addresses the entire property including: greens, tees, fairways, green surrounds, roughs, practice areas, clubhouse grounds and boundaries in accordance with the techniques and methods of provided for by applicable law, the standards of the turf maintenance industry, and the specifications referenced above. The Contractor further agrees that all equipment and materials used in the installation of the comprehensive agronomic program shall meet all those requirements and specifications in compliance with the laws of the United States and the Commonwealth of Virginia. The Contractor agrees to provide the equipment needed to apply or spray the supplies and materials for the comprehensive agronomic program. The Contractor also agrees to apply and spray any of the needed materials and supplies for the implementation of the Comprehensive agronomic program that require specific skill and training to do so. The County shall be responsible for purchasing and providing the materials and supplies

needed for the comprehensive agronomic program as recommended by the Contractor.

### III

The Contractor shall, at his own cost and expense, obtain and pay for all licenses, permits, certificates and surveys required for the completion of the work under this Agreement.

### IV

The Contractor shall, at his own cost and expense, procure and maintain insurance required under the Virginia Workers' Compensation Act as well as liability insurance covering damages to person and property in the minimum amount of \$1,000,000.00 and shall furnish a Certificate of Insurance to the Board.

The Contractor agrees to perform all the work required of him under this Agreement in a good and workmanlike manner under the supervision and direction of Buchanan County or its designated agents or employees. The Contractor shall be authorized to do business in the Commonwealth of Virginia and be properly licensed by the Virginia Department of Agriculture as a commercial applicator prior the beginning date of this contract term, namely July 1, 2024. The Contractor will not subcontract any of the work described herein without the prior approval of the Buchanan County Board of Supervisors. The Contractor will guarantee any work which would be performed by the sub-contractors. The Contractor further agrees to notify the County Administrator at least 24 hours before commencing work hereunder.

### V

The Contractor in the performance of this contract does not and shall not knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

### VI

The Board shall pay the Contractor for the performance of the work and the furnishing of the material under this Agreement according to **the Scope of Services in Exhibit "A"** \$\_\_\_\_\_ per month beginning July 2024 – June 2025. (County is willing to negotiate a provision for annual renewals).

## **VII**

The Contractor shall submit a monthly invoice to the County on the 15<sup>th</sup> day of each month for services rendered the previous month. The County shall pay said invoice within thirty (30) days of receipt of same.

## **VIII**

The Contractor shall indemnify and save harmless Buchanan County and its Board of Supervisors against all losses, or damages on account of injury to persons or property occurring in the performance of this Agreement together with any and all attorneys' fees incurred by Buchanan County on account of any thereof.

## **IX**

In the event that the Contractor fails to complete the work required of him under this Agreement or abandons the said work or in any other way is in default of performance hereunder, the Board and its agents shall have the right to enter upon the premises upon, which the work is being done and take possession thereof and of any material thereon, whether supplied by the Contractor or otherwise, and use such material and complete the said Agreement through workmen or contractors or subcontractors employed by the Contractor and in every way perform the Agreement as is required to be done by the Contractor. In the event that the cost of such work and the furnishing of such material as may be required to be furnished exceeds the amount then remaining due the Contractor under the said Agreement, the Contractor shall pay to the Board the amount of such deficiency. But if such amount remaining in the hands of the Board under this Agreement at the time of the default of the Contractor exceeds the amount required to complete the said Agreement, then upon such completion the Buchanan County Board of supervisors shall pay such surplus to the Contractor.

## **X**

In the performance of the work under this Agreement, the Contractor shall conform to all applicable laws, ordinances, rules and regulations now in force or hereafter adopted and shall obtain all permits, licenses and consents required by such laws, ordinances, rules and regulations.

## XI

During the performance of this Agreement, the Contractor agrees as follows:

- A.
  - 1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - 2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
  - 3. Notices, advertisements and solicitations placed in accordance with federal law, rules or regulations shall be deemed sufficient for the purpose of meeting the requirements of this section.
- B. The Contractor will include the provisions of the foregoing paragraphs a, b, and c in every subcontract or purchase order of over \$10,000.00, so that the provisions will be binding upon each subcontractor or vendor.
- C. During the performance of this contract, the Contractor will:
  - 1. Provide a drug-free workplace for the Contractor's employees;
  - 2. 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;
  - 3. 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
  - 4. Include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000.00 so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor

in accordance with this chapter, 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.

D. In the event of the Contractor's noncompliance with this section of this Contract, (Section XI), this agreement may be cancelled, terminated or suspended, in whole or part, and the Contractor may be declared ineligible for further Agreements and such other sanctions may be imposed and remedies invoked as otherwise provided by law.

## **XII**

No extra work, not required by the plans and specifications hereinbefore mentioned, shall be performed or other material furnished unless on written order of the Board certifying that the performance of such extra work has been approved and authorized by it and there has been compliance with Virginia Code section 2.2-4309.

## **XIV**

No extra compensation not specified in this Agreement shall be demanded or received by the Contractor for any changes or alterations in the work performed under this Agreement, or for any extra work unless the foregoing provisions of this Agreement have been complied with strictly and modification of said contract is compliant with Va. Code section 2.2-4309.

## **XV**

No modification of any of the terms of this contract, nor any extension of the length of time allowed for the completion of the work governed by this contract, shall be valid without the advance written approval of the Buchanan County Board of Supervisors and in compliance with Va. Code section 2.2-4309.

The Contractor shall not assign his rights or obligations under this Agreement, nor have more than fifty percent (50%) of the work required by this Agreement performed by sub-contractors and only after approval be the Board of Supervisors.

## **XVI**

Claims by the Contractors shall be made in accordance with Section 11-69 of the 1950 Code of Virginia, as amended, and shall include a sworn written statement of facts substantiating such claims, together with copies of all documents and photographs which tend to substantiate such claims. The Contractor shall be allowed to appear before the

Board of Supervisors within thirty (30) days after having filed such claim to present its argument in support of such claim. The Board of Supervisors shall rule on such claim in writing within sixty (60) days of the time set for such hearing.

## **XVII**

The County may cancel this Agreement at any time based upon a decision by the Buchanan County Board of Supervisors that such cancellation is in the best interest of the County. Any such decision shall be a discretionary decision of the Board. In the event of a cancellation pursuant to this paragraph, then the County shall not be liable to the Contractor for his bidding cost or for any amount other than the fair market value of the work completed by the Contractor pursuant to this Contract as of the time of the cancellation.

## **XVIII**

This Agreement shall be construed in accordance with the laws of the Commonwealth of Virginia. The parties agree that the Circuit Court for Buchanan County shall be the proper venue for any litigation hereunder whether or not such alleged breach involves Federal law or jurisdiction.

## **XIX**

If any provisions of this Agreement shall be deemed by a court of competent jurisdiction to be invalid, the remainder of this Agreement shall nevertheless remain in full force and effect.

## **XX**

The Contractor if organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as registered limited partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity.

**EXECUTED IN DUPLICATE ORIGINALS.**

**WITNESS** the following signatures and seals:

**BUCHANAN COUNTY BOARD OF SUPERVISORS**

By: \_\_\_\_\_  
Garry Roger Rife, Chairman

ATTEST:

\_\_\_\_\_  
Robert Craig Horn, County Administrator

**CONTRACTOR:**

By: \_\_\_\_\_  
\_\_\_\_\_, Owner

**COMMONWEALTH OF VIRGINIA,  
AT LARGE, to-wit:**

Subscribed, and acknowledged before me, by Garry Roger Rife, Chairman of the Buchanan County Board of Supervisors and Robert Craig Horn, County Administrator, this \_\_\_\_ day of \_\_\_\_\_, 2024 in Buchanan County, Virginia.

My commission expires: \_\_\_\_\_.  
My registration number: \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

**COMMONWEALTH OF VIRGINIA  
AT LARGE, to-wit:**

Subscribed and acknowledged before me, by \_\_\_\_\_ of \_\_\_\_\_ this the \_\_\_\_\_ day of \_\_\_\_\_, 2024 in Buchanan County, Virginia.

My commission expires: \_\_\_\_\_.  
My registration number: \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

**APPROVAL**

The form of the foregoing Agreement by and between the Buchanan County Board of Supervisors and \_\_\_\_\_ is here by approved.

Witness the following signature and seal:

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ATTORNEY FOR THE COUNTY OF BUCHANAN

DATE: \_\_\_\_\_