

**CONTRACT FOR SERVICES  
BETWEEN  
CITY OF SUFFOLK, VA AND LW'S LAWN SERVICE**

This CONTRACT ("CONTRACT"), made and entered into this, the 30<sup>th</sup> day of April 2013 by and between the **CITY OF SUFFOLK, VIRGINIA** whose principal office is the Municipal Center, 441 Market Street, Suffolk, VA 23434, hereinafter referred to as the "CITY", party of the first part, and **LW'S LAWN SERVICE** with an office located at 615 Old East Pinner Street, Suffolk, VA 23434, hereinafter referred to as the "CONTRACTOR", party of the second part.

**CONTRACT**

The CONTRACTOR did on the 21st day of March 2013 submitted a proposal to perform the services stipulated in accordance with the Request for Proposal to provide Cemetery Maintenance Services hereinafter referred to as "PROJECT", which by reference is made a part hereof.

In consideration of the following mutual agreements and covenants to be kept by each party, the parties agree as follows:

**1.0 CONTRACT DOCUMENTS**

It is mutually understood and agreed by the parties hereto that the following documents are incorporated herein by reference the same as if each had been fully set out and attached hereto and hereinafter shall be referred to as the "Contract Documents":

Request for Proposal # 2013-00072-IC as published March 5, 2013, Conditions of Contract (General, Special, Supplemental and other conditions as they may be titled); Proposal from LW's Lawn Service, dated March 21, 2013, including the negotiated fee for services and Anticollusion/Nondiscrimination/Drug Free Workplace clauses.

Should there be conflicts among and between the Contract Documents and the final executed CONTRACT; the terms of the final executed CONTRACT shall take precedence over the Contract Documents. Should there be conflicts among and between the final executed CONTRACT and any subsequent change orders or other written modifications, the terms of the subsequent change order or other written modification shall take precedence.

**2.0 CONTRACT TERM**

This CONTRACT shall become effective when fully executed and shall be effective through March 31, 2015. The CITY reserves the right to renew the CONTRACT for three (3) additional one-year periods, terminating March 31, 2018. The right is further reserved by the CITY to not renew the CONTRACT at the expiration of any annual anniversary date by furnishing the CONTRACTOR with a sixty (60) day written notice.

### 3.0 SCOPE OF WORK/COMPENSATION

In consideration of the satisfactory performance of the provisions of this agreement, the CITY shall pay to LW's Lawn Service fees as stipulated in the attached Fee Proposal.

#### 3.1 **General Specifications –** CEDAR HILL AND HOLLY LAWN CEMETERIES

By accepting these specifications and understanding the work herein described, CONTRACTOR accepts the delegated responsibility of the CITY of Suffolk's best possible public relations while furnishing its citizens with safe access to CITY properties and roadways (right of ways) without impairing good public relations with citizens, pedestrians, motorists, the general public or other utilizing these facilities. In addition, the CONTRACTOR agrees not to interrupt the normal traffic flow.

Special care shall be taken so as not to damage cemetery monuments, headstones, footstones, vases, etc. The CONTRACTOR shall be responsible for repairing all such damage.

All work shall be performed in a professional and workmanlike manner by experienced and well trained uniformed personnel, utilizing clean, well-maintained equipment of the latest and most efficient design.

*The CONTRACTOR shall train crew members to respect not only the solemn dignity of the cemetery, avoiding loud talking, running, etc., but will also train all employees concerning the provisions of this request for proposal and the need to prevent the damage to tombs, stones and monuments.*

#### 3.2 MOWING AND TRIMMING

- A. Mowing all open areas, to include the field and ditch part of Holly Lawn up to the Cedar trees which consists of five (5) acres, and trimming around all stones, both flat and raised as well as any other fixtures, fences, shrubs or raised installations. Grass shall be mowed to a height of two (2) inches using equipment as specified herein.
- B. Annual mowing season is from March 15<sup>th</sup> through November 1. It is anticipated that each Cemetery will be mowed and trimmed a minimum of 18 times per year. In addition there will be certain holidays which will require additional mowing.

As much as practical the mowing schedule will be developed to assure appropriate mowing for the holidays without additional mowing. The mowing schedule may be affected by weather conditions. Should weather delay the schedule, mowing will be required as soon as the cemetery is suitable for mowing as determined by the Cemetery Superintendent.

- C. Cemetery sections shall be done in order starting on one side of the cemetery and working toward the other, unless otherwise directed by the Cemetery Superintendent.

- D. Mowing and trimming operations shall be performed in such a manner as to prevent the piling of excessive and unsightly grass clippings on lawns. The CONTRACTOR shall remove excessive clippings immediately following each mowing cycle prior to work crew leaving the work site.
- E. CONTRACTOR shall include all trimming at each mowing using hand labor, or mechanical devices. Trimming shall include around all trees, shrubs, beds, fences, groundcovers, utilities poles, buildings, obstacles, curbing, sidewalks, and parking lots, concrete pads, including cracks and expansion joints and edges of all exterior hard surfaces. Any vegetation not cut by the mowing operation located to adjacent to, above, or hanging over the curb must be trimmed each mowing cycle. At time of each mowing, trimming shall be done in a manner as not to damage trees, shrubs, fences, etc. At no time shall wild vegetation be allowed to grow out of these areas.
- F. At the time of each mowing, the CONTRACTOR shall remove all wild vines, trees, and other vegetation growing up between and around grave markers, monuments, and other obstacles before it reaches six (6) inches in height. At no time shall any vegetative growth be allowed to remain growing up between and/or any grave markers or monuments. Vegetation **does not include** ivy covering the graves. However, ivy should be trimmed when out of control as deemed necessary by the Cemetery Superintendent.
- G. No tractors shall be used for mowing without approval of the Cemetery Superintendent; only riding mowers and o-turn mowers. A high quality of cut shall be provided using mowers with sharp cutting edges. CONTRACTOR shall only use equipment with safety guards and shall practice safe operating procedures to properly protect the operator, bystanders, and adjacent property from injury/damage. Mowing shall be in such a manner as not to damage trees, shrubs, plants, signs, or other obstructions.
- H. CONTRACTOR shall not be allowed to continue with routine maintenance while funeral services are being held unless approved by the Cemetery Superintendent.
- I. CONTRACTOR shall be responsible for mowing the Pump Station area located at Holly Lawn; this was previously maintained by the Department of Public Utilities and should be invoiced separately.
- J. CONTRACTOR shall herbicide roadways in both cemeteries at the discretion of the Cemetery Superintendent. This should be done in a manner not to kill the grass in the connecting sections.

### 3.3 LITTER REMOVAL AND DISPOSAL OF LITTER DEBRIS

- A. Prior to each mowing operation, the CONTRACTOR shall remove all litter and debris, including paper, cans, bottles, bags, grass clippings,

accumulated leaves, dead or unsightly burial decorations; and other tree litter including tree limbs from the areas of contract locations. Including but not limited to fence lines, lawns, sidewalks, trees shrubs, groundcover beds, all curbs and gutters, and other hard surfaces, etc. within the contract areas. Special attention shall be given to insure the removal of objects, which may cause injury, if thrown from mowing equipment.

- B. All resulting lawn clippings shall be removed from ANY AND ALL grave markers, roadways, walkways, parking areas, or any other hard surfaces including curbs and gutters from plant beds, tree collars, etc., IMMEDIATELY after each mowing by the CONTRACTOR prior to the work crew leaving the work site. This must be performed immediately on a DAILY basis. Clippings are NOT to be left on ANY surface following mowing.
- C. CONTRACTOR shall provide prompt removal of all burial decorations from individual graves, as directed by the Cemetery Superintendent. This is generally required five (5) to ten (10) days after a burial.
- D. Litter collection shall be included as part of the mowing price and litter shall not be disposed of in a CITY container. The CONTRACTOR shall always be required to promptly (the day it is collected) remove all litter and debris and have it promptly disposed of. Should the CONTRACTOR dispose of the litter and debris at an illegal dumpsite, it shall be cause for termination of this agreement.
- E. Leaf raking and removal will be considered as part of the mowing price. Leaves must be blown to an area designated by the Cemetery Superintendent.
- F. Removal of flowers and other arrangements shall be considered as part of the mowing price and removal will be directed by the Cemetery Superintendent. As much as possible removal may be scheduled during regular mowing.

#### 3.4 SHRUBS, TREES AND CITY MAINTAINED FLOWER BEDS

Seasonal planting shall occur three (3) times a year. Currently the only flower bed to be maintained is at the entrance off of North Main Street onto Mahan Street at Cedar Hill Cemetery. Seasonal planting shall consist of seasonal plants, pot size 6", to be approved by the Cemetery Superintendent. Plants are to be planted along the perimeter of the flower bed as directed by the Cemetery Superintendent.

Flower beds will be maintained as directed by the Cemetery Superintendent and paid on a per event pricing. No flower beds are located at Holly Lawn cemetery

Shrub pruning is anticipated four (4) times per year to be determined by the Cemetery Superintendent. All dead shrubs are to be removed by the CONTRACTOR. The CONTRACTOR is not responsible for replacement of the shrubs.

3.5 TRASH CONTAINER MAINTENANCE

- A. Weekly emptying of CITY provided trash receptacles will be considered as part of the mowing pricing. The CONTRACTOR shall also empty trash containers, as directed above, on the last working day prior to the following designated holidays; Easter, Memorial Day, July 4<sup>th</sup>, and Christmas.
- B. Throughout the year, the CONTRACTOR shall maintain all trash containers in clean, safe, durable, usable, attractive and upright condition.
- C. Each week, year round, the CONTRACTOR shall empty contents of all trash containers.

3.6 HOURS FOR MAINTENANCE

The CONTRACTOR shall supply the CITY with a written work schedule to indicate the normal starting and completion times for its operations. The schedule shall be delivered to the Cemetery Superintendent two (2) weeks prior to first beginning the work. Changes in such work schedules must be approved by the CITY. CONTRACTOR shall not perform site work on Sundays or Holidays.

3.7 SITE DEFECTS

CONTRACTOR shall promptly (same day) notify the Cemetery Superintendent of any holes, cave-ins, or depressions in mulched areas, broken signs and any other defects or hazards.

3.8 CONTRACTOR'S OTHER RESPONSIBILITIES

It shall be the responsibility of the CONTRACTOR to become aware of and comply with all ordinances and policies.

All applicable federal and state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the project shall apply to the contract throughout, and shall be deemed to be included in the contract the same as though herein written out in full.

All licenses, insurances, etc., necessary to assume the responsibilities for said work shall be acquired by the CONTRACTOR and/or put into effect to cover both person and property as might come into contact with or be affected by said work. The CONTRACTOR shall furnish proof of coverage for all employees and/or workers under the required insurance including Worker's Compensation.

The CONTRACTOR will not be allowed to subcontract any portion of this contract unless written approval is granted by the Department of Public Works. The subcontractor, as approved, shall be bound by the conditions of the contract between the Department of Public Works and the CONTRACTOR.

4.0 CONTACT PERSON

The majority of work will be handled through Sheril Davenport and/or CITY staff. She may be contacted at (757) 514-7632. Work required by other CITY departments will be managed by personnel designated by the Department requesting the work.

5.0 METHOD OF PAYMENT

CONTRACTOR shall submit invoices for each delivery, such statement to include detailed breakdown of all charges, and shall be based on completion of tasks or deliverables.

Invoices shall be submitted to using departments.

Upon acceptance of work, the CITY will render payment within forty-five (45) days of receipt of invoice. Interest shall accrue at the rate of one percent per month. Unless otherwise provided under the terms of this CONTRACT, interest for late payments shall not exceed one percent (1%) per month.

The CONTRACTOR shall provide the CITY with their social security numbers, and proprietorships, partnerships, and corporations shall provide their federal employer identification number prior to any payments being made under this CONTRACT.

6.0 PAYMENTS TO SUBCONTRACTORS

Within seven (7) days after receipt of monies paid by the CITY for work performed by a subcontractor under this contract, the CONTRACTOR shall either:

- a. Pay the subcontractor for the proportionate share of the total payment received from the CITY attributable to the work performed by the subcontractor under this contract; or
- b. Notify the CITY and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment and the reason for non-payment.

The CONTRACTOR shall pay interest to the subcontractor on all amounts owed that remain unpaid beyond the seven (7) day period except for amounts withheld as allowed in item b above.

7.0 CHANGES AND ADDITIONS

It shall be the responsibility of the CONTRACTOR to notify the CITY, in writing, of any necessary modifications or additions in the Scope of this CONTRACT. Compensation for changes or additions in the Scope of this CONTRACT will be negotiated and approved by the CITY in writing.

It is understood and agreed to by both the CITY and the CONTRACTOR that such modifications or additions to this CONTRACT shall be made only by the full execution of the CITY'S standard CONTRACT change order form. Furthermore, it is understood and agreed by both parties that any work done by the CONTRACTOR on such modification or addition to this CONTRACT prior to the CITY'S execution of its standard CONTRACT

change order form shall be at the total risk of the CONTRACTOR, and said work may not be compensated by the CITY.

#### 8.0 TERMINATION WITHOUT CAUSE

The CITY may at any time, and for any reason, terminate this Contract by written notice to CONTRACTOR specifying the termination date, which shall be not less than thirty (30) days from the date such notice is mailed.

Notice shall be given to CONTRACTOR by certified mail/return receipt requested at the address set forth in CONTRACTOR's Bid Proposal or as provided in this Contract.

In the event of such termination, CONTRACTOR shall be paid such amount as shall compensate CONTRACTOR for the work satisfactorily completed, and accepted by the CITY, at the time of termination.

Upon termination, CONTRACTOR shall withdraw its personnel and equipment, and cease performance of any further work under the CONTRACT and turn over to the City any work completed or in process for which payment has been made.

#### 9.0 TERMINATION WITH CAUSE/DEFAULT/CANCELLATION

In the event that CONTRACTOR shall for any reason or through any cause be in default of the terms of this Contract, the CITY may give CONTRACTOR written notice of such default by certified mail/return receipt requested at the address set forth in CONTRACTOR's Bid/Proposal or as provided in this CONTRACT.

Unless otherwise provided, CONTRACTOR shall have ten (10) days from the date such notice is mailed in which to cure the default. Upon failure of CONTRACTOR to cure the default, the CITY may immediately cancel and terminate this CONTRACT as of the mailing date of the default notice.

Upon termination, CONTRACTOR shall withdraw its personnel and equipment, and cease performance of any further work under the CONTRACT, and turn over to the City any work in process for which payment has been made. In the event of violations of law, safety or health standards and regulations, this CONTRACT may be immediately cancelled and terminated by the CITY and provisions herein with respect to opportunity to cure default shall not be applicable.

#### 10.0 NON-APPROPRIATION- AVAILABILITY OF FUNDS

It is understood and agreed between the parties hereto that the CITY shall be bound and obligated hereunder only to the extent that the funds shall have been appropriated and budgeted for the purpose of this CONTRACT. In the event funds are not appropriated and budgeted in any fiscal year for payments due under this CONTRACT, the CITY shall immediately notify CONTRACTOR of such occurrence and this CONTRACT shall terminate on the last day of the fiscal year for which the appropriation was made without penalty or expense to the CITY of any kind whatsoever.

#### 11.0 NON-ASSIGNMENT

Neither the CITY nor the CONTRACTOR shall assign, sublet or transfer their right or obligations in the CONTRACT without the written consent of the other; such consent shall not be unreasonably withheld. Assignment by the CONTRACTOR to any current or future parent, subsidiary, or affiliate in connection with a corporate transaction shall require the consent of the CITY.

## 12.0 NOTICE

Any notice, demand, or request by or made pursuant to this CONTRACT shall be deemed properly made if personally delivered in writing or deposited in the United States mail, postage prepaid, to the representative specified below or as otherwise designated in writing and mutually agreed.

Michael Coburn  
Purchasing Agent  
441 Market Street, Room 105  
Suffolk, Virginia 23434

With a copy to: Selena Cuffee-Glenn  
City Manager  
441 Market Street  
Suffolk, Virginia 23434

CONTRACTOR: LeOtis Williams  
Manager  
LW's Lawn Service  
615 Old East Pinner Street  
Suffolk, VA 23434

The CITY'S representative will be Sheril Davenport, phone: (757) 514-7632, email: [sdavenport@suffolkva.us](mailto:sdavenport@suffolkva.us) or as otherwise designated in writing:

The CONTRACTOR'S representative shall be LeOtis Williams, Manager, phone: (757) 925-0747, or as otherwise designated in writing.

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the CONTRACTOR and the CITY.

## 13.0 CONFLICT OF INTEREST

CONTRACTOR shall not accept or receive commissions or other payments from third parties for soliciting, negotiating, procuring, or effecting insurance on behalf of the CITY.

## 14.0 NON-DISCRIMINATION

During the performance of the Contract, the CONTRACTOR agrees as follows:



- a. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or 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. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b. 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.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- d. The CONTRACTOR will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

15.0 DRUG-FREE WORKPLACE REQUIREMENTS

During the performance of this contract, the CONTRACTOR agrees to (i) provide a drug-free workplace for the CONTRACTOR's employees; (ii) 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; (iii) 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 (iv) 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 vendor.

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

16.0 INSURANCE

The CONTRACTOR shall procure, maintain, and provide proof of insurance coverage for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the CITY by the CONTRACTOR, his agents, representatives, employees or subcontractors. Proof of coverage as contained herein shall consist of all policies, endorsements, declaration pages and certificates of insurance and shall be submitted fifteen (15) days prior to the commencement of work and such coverage shall be maintained by the CONTRACTOR for the duration of the contract period; for occurrence policies. Claims made policies must be in force or that

coverage purchased for three (3) years after contract completion date.

- a. General Liability: Coverage shall be as broad as: Comprehensive General Liability endorsed to include Broad Form, Commercial General Liability form including Products/Completed Operations.

Minimum Limits

General Liability:

\$1,000,000 General Aggregate Limit  
\$1,000,000 Products & Completed Operations  
\$1,000,000 Personal and Advertising Injury  
\$1,000,000 Each Occurrence Limit  
\$ 50,000 Fire Damage Limit  
\$ 5,000 Medical Expense Limit

- b. Automobile Liability: Coverage sufficient to cover all vehicles owned, used, or hired by the CONTRACTOR, his agents, representatives, employees or subcontractors.

Minimum Limits

Automobile Liability:

\$1,000,000 Combined Single Limit  
\$1,000,000 Each Occurrence Limit  
\$ 5,000 Medical Expense Limit

- c. Workers' Compensation: Limits as required by the Workers' Compensation Act of Virginia. Employer's Liability: \$1,000,000.

- d. Coverage Provisions

1. All deductibles or self-insured retention shall appear on the declaration pages, endorsements, and/or policies provided.
2. The City of Suffolk, its officers/officials, employees, agents and volunteers shall be added as "additional insured" as their interests may appear. A copy of all endorsements, declaration pages and policies that address additional insured shall be provided. This provision does not apply to Professional Liability or Workers' Compensation/Employers' Liability.
3. The CONTRACTOR's insurance shall be primary over any applicable insurance or self-insurance maintained by the CITY.
4. The insurer shall make best efforts to provide 30 days written notice to the CITY before any cancellation, suspension, or void of coverage in whole or part, where such provision is reasonable.
5. All coverage for subcontractors of the CONTRACTOR shall be subject to all of the requirements stated herein.

6. All deductibles or self-insured retention shall appear on the declaration page(s), endorsement(s) and/or policies.
7. Failure to comply with any reporting provisions of the policy(s) shall not affect coverage provided the CITY, its' officers/officials, agents, employees and volunteers.
8. The insurer shall agree to waive all rights of subrogation against the CITY, its' officers/officials, agents, employees or volunteers for any act, omission or condition of premises which the parties may be held liable by reason of negligence.
9. The CONTRACTOR shall furnish the CITY with all certificates of insurance, endorsements, declaration pages, and policies affecting coverage. All documents are to be signed by a person authorized by the insurance company(s) to bind coverage on its' behalf, if executed by a broker, notarized copy of authorization to bind, or certify coverage must be attached.
10. All insurance shall be placed with insurers maintaining an A.M. Best rating of no less than an A:VII. If A.M. Best rating is less than A:VII, approval must be received from CITY'S Risk Management Director.

All coverages designated herein shall be as broad as the Insurance Services Office (ISO) forms filed for use with the Commonwealth of Virginia.

#### 17.0 INDEMNITY / HOLD HARMLESS

The CONTRACTOR shall indemnify, defend, and hold harmless the CITY, its officials, employees, agents, and representatives thereof from any and all losses, damages, claims, fines, penalties, suits, costs, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, or damages to property, which arise out of any acts and omissions of the CONTRACTOR, the CONTRACTOR'S agents, employees, or customers occurring in connection with the services covered herein.

The CONTRACTOR'S indemnification obligation with respect to any and all claims against the CITY or any of its officers, agents, employees, by any employee or statutory employee of the CONTRACTOR, or any of CONTRACTOR'S subcontractors, or anyone directly or indirectly employed by any of them, or anyone for whose acts the CONTRACTOR or CONTRACTOR'S subcontractor may be liable, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any of CONTRACTOR'S subcontractors under workers' compensation laws, disability benefit laws or other applicable employee benefit laws.

18.0 RESPONSIBILITY OF CONTRACTOR

The CONTRACTOR shall, without additional costs or fees to the CITY, correct or revise any errors or deficiencies in CONTRACTOR'S performance. Neither the CITY'S review, approval or acceptance of, nor payment for any of the services required under this CONTRACT shall be deemed a waiver of rights by the CITY, and the CONTRACTOR shall remain liable to the CITY for all costs which are incurred by the CITY as a result of the CONTRACTOR'S negligent performance of any of the services furnished under this CONTRACT.

19.0 COMPLIANCE WITH FEDERAL IMMIGRATION LAW

CONTRACTOR does not, and shall not during the performance of the CONTRACT for goods and services in the Commonwealth knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

20.0 SEVERABILITY

If any part, term, or provision of this CONTRACT, shall be found by the Court to be legally invalid or unenforceable, then such provision or portion thereof, shall be performed in accordance with applicable laws. The invalidity or unenforceability of any provision or portion of any CONTRACT document shall not affect the validity of any other provision or portion of the CONTRACT document.

21.0 CONTROLLING LAW; VENUE, PENDING/DURING LITIGATION

This CONTRACT is made, entered into, and shall be performed in the City of Suffolk, Virginia, and shall be governed by the applicable laws of the Commonwealth of Virginia without regard to its conflict of law rules. In the event of litigation concerning this CONTRACT, the parties agree to the exclusive jurisdiction and venue of the appropriate state court for the City of Suffolk, Virginia; however, in the event that the federal court has jurisdiction over the matter, then the parties agree to the exclusive jurisdiction and venue of the U.S. District Court for the Eastern District of Virginia, Norfolk Division.

The CONTRACTOR shall not cause a delay in services because of pending litigation or during litigation proceedings, except with the express, written consent of the CITY or by written instruction/order from the Court.

22.0 COMPLIANCE WITH STATE LAW; FOREIGN AND DOMESTIC BUSINESSES TRANSACTING BUSINESS IN THE COMMONWEALTH

A CONTRACTOR organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if such is required by Title 13.1 or Title 50 of the Virginia Code or as otherwise required by law. Such status shall be maintained during the term of the CONTRACT. The CONTRACTOR acknowledges that pursuant to Virginia Code § 2.2-4311.2, a public body may void any contract with a business if the business fails to remain in compliance with the provisions of Virginia Code § 2.2-4311.2.

23.0 ENTIRE AGREEMENT

This CONTRACT comprises the entire understanding between the parties and cannot be modified, altered or amended, except in writing and signed by all parties.

24.0 WAIVER

The failure by one party to require performance of any provision of this CONTRACT shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of the CONTRACT constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

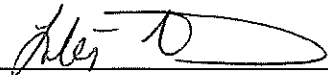
**SIGNATURE PAGES FOLLOW**

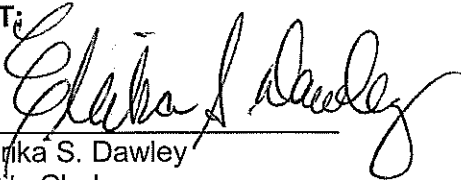
IN WITNESS WHEREOF, the parties hereto have executed and sealed this AGREEMENT as of the day and year first above written.

**CITY OF SUFFOLK, VA**

**LW'S LAWN SERVICE**

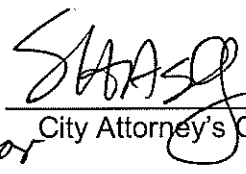
BY:   
Selena Cuffee-Glenn  
City Manager

BY:   
LeOtis Williams  
Manager

ATTEST:  
BY:   
Erika S. Dawley  
City Clerk

ATTEST:  
BY: Ashley E Cross  
Print Name: Ashley Cross  
Title: Secretary

**APPROVED AS TO FORM**

BY:  Solomon H. ASHBY  
for City Attorney's Office