

**CONTRACT****DINWIDDIE COUNTY**  
**REMOUNT AMBULANCE BODY MODULE TO NEW CHASSIS**  
**(UNIT 2232)**

The Agreement is made this 22nd day of December 2020, by and between **Goodman Specialized Vehicles**, of 17020 Patrick Henry Highway, Amelia, Virginia 23002 (party of the first part, and hereinafter known as "Contractor"), and the **County of Dinwiddie**, Virginia (party of the second part, and hereinafter known as "County").

**WHEREAS**, pursuant to the Virginia Public Procurement Act, County solicited a quote for remounting an ambulance body (Unit 2232) on a new 2022 International MV series chassis; and

**WHEREAS**, Contractor submitted a quote, consistent with the County's needs; and

**WHEREAS**, Contractor was selected as the Sole Source Provider; and

**WHEREAS**, County has selected Contractor to provide services;

**NOW THEREFORE**, in consideration of the mutual benefits, promises, and undertakings, the sufficiency and receipt of which are acknowledged, the following terms and conditions are agreed to by the parties to this Contract:

- 1. Incorporation by Reference.** The following are made a part hereof as if the same were fully set forth herein, and if any discrepancies arise between the documents, they will prevail in the following order: (1) this Contract including the General Terms and Conditions, (2) the Contractor's Bill of Sale dated December 18, 2020 and (3) Contractor's quote dated November 30, 2020. This procurement is governed by the Virginia Public Procurement Act and the Dinwiddie County Purchasing Policies and Procedures. All terms and conditions of the Act and the Policies and Procedures are hereby adopted and incorporated by reference herein.
- 2. Time of Performance.** Contractor agrees to construct, deliver and receive final acceptance of the ambulance by the County no later November 30, 2021. **TIME IS OF THE ESSENCE.** In the event work is not completed by the applicable deadline, Contractor shall be subject to liquidated damages in the amount of \$100.00 per calendar day of delay beyond the time specified and as further specified in County's Terms and Conditions.
- 3. Costs.** Contractor agrees to perform all work and provide all equipment pursuant to this Contract for a sum no greater than ONE HUNDRED FIFTY-THREE THOUSAND NINE HUNDRED NINETY-SIX AND 87/100 DOLLARS (\$153,996.87) (the "Contract Price"). This price includes an allowance from Navistar of \$62,900.13 for a settlement on this unit as detailed on the Bill of Sale. Payment shall be made to Contractor within thirty (30) days after receipt of invoice.
- 4. Notices.** Any notices required shall be in writing, unless otherwise permitted hereunder, and shall be deemed received five (5) days after mailing of same in the U. S. Mail with postage prepaid at the addresses set forth below or upon actual receipt:

<u>Notice to County shall be made to:</u>	<u>Notice to Contractor shall be made to:</u>
W. Kevin Massengill	Porter Carden
County Administrator	Goodman Specialized Vehicles
P. O. Drawer 70	17020 Patrick Henry Highway
Dinwiddie, Virginia 23841	Amelia, Virginia 23002
(804) 469-4500	(804) 517-8411
accounting@dinwiddieva.us	pcarden@goodmansv.com

5. **General Terms and Conditions.** During the term of this Contract, Contractor agrees to procure and maintain insurance which meets all County's requirements in the General Terms and Conditions.
6. **Counterparts.** This Agreement may be executed in one or more counterparts each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signed signature pages may be transmitted by facsimile or as an attachment to an email, and any such signature shall have the same legal effect as an original.
7. **Severability.** If any provision of this Agreement is determined to be unenforceable, invalid or illegal, then the enforceability, validity and legality of the remaining provisions will not in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law.
8. **Miscellaneous.** This Contract shall be governed by the laws of the Commonwealth of Virginia. Jurisdiction and venue for any litigation arising out of or involving this Agreement shall lie in the Circuit Court of the County of Dinwiddie, Virginia, and such litigation shall be brought only in such courts. All pronouns used herein shall refer to every gender. Headings or titles in this Contract are only for convenience and shall have no meaning or effect upon the interpretation of the provisions of this Contract. This Contract is the entire agreement between the parties and may not be amended or modified, except by writing, signed by each party. If any provision of this Contract is determined to be unenforceable, then the remaining provisions of this Contract shall be interpreted as in effect as if such unenforceable provision were not included therein.

**IN WITNESS WHEREOF**, the parties hereto have executed this Contract as of the day first written above.

County of Dinwiddie, Virginia

Goodman Specialized Vehicles

X *W. Kevin Massengill*

W. Kevin Massengill  
County Administrator

X *Porter Carden*

Print Name/Title:  
Porter Carden

Approved as to form:

Department Approval:

X *Wm Hefty*

William Hefty  
Legal Counsel

X *Dennis Hale*

Dennis Hale  
Chief of Fire & EMS

**GENERAL TERMS AND CONDITIONS**  
**to be included in every contract over \$10,000**

**A. Anti-Discrimination Against Faith-Based Organizations Statement by County:**

The County does not discriminate against faith-based organizations. Contractor certifies to the County that it will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If Contractor is a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

**B. Anti-Discrimination Statement by Contractor**

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this 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, status as a service disabled veteran, 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. 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 these requirements.
2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or Contractor.

**C. Immigration Reform and Control Act of 1986:**

Contractor certifies that it does not and will not during the performance of this contract knowingly employ unauthorized alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.

**D. Insurance:**

Contractor certifies that it will have the following insurance coverage at the time the contract is awarded. If any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. Contractor

further certifies that the Contractor and any subcontractors will maintain this insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. Subcontractors, if any, will maintain similar insurance coverage during the entire term of the contract.

**MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED:**

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the County of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The "County of Dinwiddie, Virginia, its Officers, agents, and employees" shall be named as additional insured on a primary basis and so endorsed on the policy. Such additional insured status shall be primary without participation by County's insurers.
4. Automobile Liability - \$1,000,000 per occurrence.
5. Professional Liability - \$1,000,000 per occurrence.
6. Umbrella Liability - \$1,000,000 per occurrence.

**E. Drug-Free Workplace:**

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 Contractor.

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, 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.

**F. Payment:**

- (1) To Prime Contractor(s):
  - a. Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the Accounts Payable address shown on the purchase order/contract. All invoices

shall show the County contract number and/or purchase order number; social security number (for individual Contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
  - c. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
  - d. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the County shall promptly notify the Contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve the County of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 2.2-4363).
  - e. Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent (1%) per month (Code of Virginia, § 2.2-4354).
- (2) To Subcontractor(s):
- a. Within seven (7) days of the Contractor's receipt of payment from the County for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract a Contractor awarded a contract under this solicitation is hereby obligated:
    - 1. To pay the subcontractor(s); or
    - 2. To notify the County and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.
  - b. The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the County, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier Contractor performing under the primary contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the County.

**G. Authorization to Transact Business in the Commonwealth:**

In order to contract with Dinwiddie County, contractors organized as a stock or nonstock 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 so required by Code of Virginia, Title 13.1 or Title 50 or as otherwise required by law. Pursuant to competitive sealed bidding or competitive negotiation, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 shall include in its bid or proposal the identification number issued to it by the State Corporation Commission. Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Any bidder or offeror that fails to provide the required information shall not be awarded a contract unless a waiver of this requirement is granted by the County Administrator. Any business entity as described above that enters into a contract with a public body pursuant to the Virginia Public Procurement Act shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth to be revoked or cancelled at anytime during the contract. Dinwiddie County may void any contract with a business entity if that entity fails to remain in compliance with the provisions of this section.

**I. Availability of Funds**

It is understood and agreed between the parties herein that the County shall be bound hereunder only to the extent of the funds available, or which may hereafter become available for the purpose of this agreement, and the agreement will be contingent upon annual appropriations by the Board of Supervisors of Dinwiddie County. Failure of the Board of Supervisors to appropriate adequate funds for the terms of this Contract shall result in the immediate cancellation of this Contract. There shall be no penalty should the Board fail to make annual appropriations for this contract.

**I. Access to Work**

The County, project managers/administrators, inspectors, and other testing personnel, and inspectors from any other appropriate agency as necessary shall have access to all of the work at all times. The Contractor shall facilitate such access and inspection.

**J. Availability of Materials**

If material specified in the Contract Documents is not available on the present market, alternate materials may be proposed by the Contractor for approval of the County. The County must issue a written authorization, signed by both parties, for the use of such alternate materials.

**K. Contractor's Title to Materials**

No materials or supplies for the work shall be purchased by the Contractor or by any subcontractor subject to any security interest, installment or sales contract or any other agreement or lien by which an interest is retained by the seller or is given to a secured party. The Contractor warrants that he has clear title to all materials and supplies which he uses in the work or for which he accepts payment in whole or in part.

The goods and/or services delivered as a result of this bid shall remain the property of the seller until a physical inspection is made, and thereafter accepted to the satisfaction of the County. In the event the goods and/or services supplied to the County are found to be defective or do not conform to specifications, the County reserves the right to cancel the order upon notice in writing to the seller

and return goods to seller at the seller's expense. If the seller refuses the return of the goods and/or services, the Contractor shall reimburse the County for the entire price of the goods and/or services.

**L. Delivery and Storage**

It shall be the responsibility of the Contractor to make all arrangements for delivery, unloading, receiving, storing and security of materials during construction/installation. The County will not assume any responsibility for receiving these shipments. Contractor shall check with the County regarding storage location and make necessary arrangements for storage space and security during construction/completion of work.

**M. Testing and Inspection**

The County reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications. All products and services provided shall be in compliance/ accordance with all applicable federal, state and local laws, rules and regulations. If seasonal limitations prevent performance of any required testing of the product, the warranty period for such equipment shall begin after the tests have been successfully performed.

**N. Guarantee of Work - Warranty of Materials and Workmanship**

1. Except as otherwise specified, all work shall be guaranteed by the Contractor against defects resulting from the use of inferior materials, equipment, installation or workmanship for one (1) year from the date of final acceptance of the entire project by the County in writing. Should any defect be noted by the County, the County will notify the Contractor of such defect or non-conformance. Notification will state either (1) that the Contractor shall replace or correct the deficiency, or (2) the County does not require replacement or correction, but an equitable adjustment to the contract price will be determined by the County and shall be binding upon the Contractor. If the Contractor is required to correct or replace the deficiency, it shall be at no cost to the County and shall be subject to all provisions of this clause to the same extent as materials/work initially delivered/completed. If the Contractor fails or refuses to replace or correct the deficiency, the County may have the materials/work corrected or replaced with similar items and charge the Contractor the costs occasioned thereby or obtain an equitable adjustment in the contract price as determined by the County.
2. The Contractor warrants that, unless otherwise specified, all materials and equipment incorporated in the work under the contract shall be new, in first class condition, and in accordance with the Contract Documents. The Contractor further warrants that all workmanship shall be of the highest quality and in accordance with Contract Documents and shall be performed by persons qualified at their respective trades.
3. Work not conforming to these warranties shall be considered defective.
4. This warranty of materials and workmanship is separate and independent from and in addition to any of the Contractor's other guarantees or obligations in this contract.
5. If, within the guarantee period, defects are noticed by the County which require repairs or changes in connection with the guaranteed work, those repairs or changes being in the opinion of the County rendered necessary as the result of the use of materials, equipment or workmanship, which are defective, or inferior or not in accordance with the terms of the contract, then the Contractor shall, promptly upon receipt of notice from the County, such notice being given not more than two weeks after the guarantee period expires, and without



expense to the County:

- (1) Place in satisfactory condition in every particular all of such guaranteed work and correct all defects therein;
  - (2) Make good all damage to the structure, site, equipment, or contents thereof, which is the result of the use of materials, equipment, or workmanship which are inferior, defective, or not in accordance with the terms of the contracts; and
  - (3) Make good any work, materials, equipment, contents of structures, and/or disturbance of the site in fulfilling any such guarantee.
6. In any case, where in fulfilling the requirements of the contract or any guarantee embraced in or required thereby, the Contractor disturbs any work guaranteed under contract, he shall restore such work to a condition satisfactory to the County and guarantee such restored work to the same extent as it was guaranteed under such other contract.
  7. If the Contractor, after notice, fails to proceed promptly to comply with the terms of the guarantee, the County may have the defects corrected and the Contractor and his surety shall be liable for all expense incurred.
  8. All special guarantees applicable to definite parts of the work that may be stipulated in the specifications or other papers forming a part of the contract shall be subject to the term of this section during the first year of the life of such special guarantee.
  9. Nothing contained in this section shall be construed to establish a period of limitation with respect to any other obligation which the Contractor might have under the Contract Documents, including but not limited to, liability for defective work under this Warranty of Materials and Workmanship section of these Additional Terms and Conditions. This paragraph relates only to the specific obligation of the Contractor contained in this section to correct the work and does not limit the time within which his obligation to comply with the Contract Documents may be sought to be enforced, nor of the time within which proceedings may be commenced to establish the Contractor's liability with respect to his other obligations under this contract.
  10. In the event the work of the Contractor is to be modified by another contractor, either before or after the final inspection, the first Contractor shall remain responsible in all respects under the guarantee of work and under any other warranties provided in the contract or by law. However, the Contractor shall not be responsible for any defects in material or workmanship introduced by the contractor modifying its work. Both the first Contractor and the contractor making the modifications shall each be responsible solely for the work done by each. The contractor modifying the earlier work shall be responsible for any damage to or defect introduced into the work which he is modifying. If any contractor shall claim that another contractor has introduced defects of materials and/or workmanship into the work of the first, it shall be the burden of the contractor making the claim to clearly demonstrate the nature and extent of such introduced defects and the responsibility of the other contractor. Any contractor modifying the work of another shall have the same burden if he asserts defects to have been caused by the contractor whose work he is modifying.

**O. Changes to the Contract**

Changes can be made to the contract in any of the following ways:

1. The contract can be modified with the written consent of both parties. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by both parties as a part of their written agreement to modify the scope of the contract.
2. The County may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the County a credit for any savings. Said compensation shall be determined by one of the following methods:
  - a) By mutual agreement between the parties in writing; or
  - b) By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the County's right to audit the Contractor's records and/or to determine the correct number of units independently; or
  - c) By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the County with all vouchers and records of expenses incurred and savings realized. The County shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this Section 5.11 (2) must be asserted by written notice to the other party within thirty (30) days from the date of receipt of the written order from the County. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by the County or with the performance of the contract generally.

**P. Liquidated Damages, Furnish and Install**

Work shall begin within ten (10) calendar days of the date on the County's Written Notice to Proceed, and all work shall be completed per Section 2 of the contract. It is hereby understood and agreed by the Contractor that time is of the essence in the completion of construction/installation/delivery of the character and quality specified. In the event the specified construction services or materials are not completed/delivered by the date specified, there will be deducted, not as a penalty but as liquidated damages, the sum of \$100.00 per day for each and every calendar day of delay beyond the time specified; except that if the completion/delivery be delayed by any act, negligence, or default on the part of the County or its agent(s), pandemic (COVID-19), public enemy, war, embargo, fire, or explosion not caused by the negligence or intentional act of the contractor or his supplier(s), or by riot, sabotage, or labor unrest that results from a cause or causes entirely beyond the control or fault of the Contractor or his supplier(s), a reasonable extension of time as the procuring public body deems appropriate may be granted, but

in any case, to receive such an extension, the Contractor must demonstrate in writing that the delay was clearly and directly caused by one of the aforementioned events. In order for Contractor to claim an extension pursuant to this Section, Contractor must notify the County in writing immediately upon the occurrence or occurrences which they claim justifies such an extension, and in addition must set forth in detail the facts on which it is relying for such claim along with information about how long such extension will likely last. Upon receipt of a written request and justification for an extension from the Contractor, the purchasing office may extend the time for performance of the contract or delivery of goods herein specified at the purchasing office's sole discretion for good cause shown. Any such extension shall be in writing, signed by both parties.

**Q. Force Majeure**

The Contractor shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond the Contractor's control which makes the Contractor's performance impracticable, including but not limited to civil wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, any act of government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy or terrorism, failure of transportation, epidemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work. In order for Contractor to claim an extension pursuant to this Section, Contractor must notify the County in writing immediately upon the occurrence or occurrences which they claim justifies such an extension, and in addition must set forth in detail the facts on which it is relying for such claim along with information about how long such extension will likely last.

**R. Contractor's Right to Stop Work or Terminate the Contract**

If the work should be stopped under any order of any court or other public authority for a period of ninety (90) days through no fault of the Contractor or of anyone employed by him, or if the County should fail to pay to the Contractor within thirty (30) days of a required payment date when no dispute exists as to the sum, then the Contractor may, upon ten (10) calendar days written notice to the County, stop work or terminate the contract and recover from the County payment for the cost of the work actually performed, together with overhead and profit thereon, but profit shall be recovered only to the extent that the Contractor can demonstrate that he would have had profit on the entire contract if he had completed the work. The Contractor may not receive profit or any other type of compensation for parts of the work not performed. The Contractor may recover the cost of physically closing down the job site, but no other costs of termination. The County may offset any claims it may have against the Contractor against the amounts due to the Contractor. In no event shall termination of the contract by the Contractor terminate the obligations of the Contractor's surety on its payment and performance bonds.

**S. County's Right to Terminate the Contract for Cause**

1. If the Contractor should be adjudged as bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, the County may terminate the contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he should fail to make prompt payment to subcontractors or suppliers of material or labor, or persistently disregards laws, ordinances, or the written instructions of the County, or otherwise be

guilty of a substantial violation of any provision of the contract, then the County may terminate the contract. The County retains the sole discretion to determine any violation of this section.

2. Prior to termination of the contract, the County shall give the Contractor and his surety ten (10) calendar days written notice, during which the Contractor and/or his surety may rectify the cause of the termination. If rectified to the satisfaction of the County within said ten (10) days, the County may rescind his notice of termination. If it does not, the termination for cause shall become effective at the end of the ten-day (10) notice period. In the alternative, the County may postpone the effective date of the termination notice, at his sole discretion, if he should receive reassurances from the Contractor and/or its surety that the causes of termination will be remedied in a time and manner which the County finds acceptable. If at any time more than ten (10) days after the notice of termination, the County determines that Contractor and/or its surety has not or is not likely to rectify the causes of termination in an acceptable manner or within the time allowed, then the County may immediately terminate the contract for cause by giving written notice to the Contractor and its surety. This decision shall be final and not subject to an appeal to any court of law or equity. In no event shall termination for cause terminate the obligations of the Contractor's surety on its payment and performance bonds.
3. Notice of terminations, whether initial or given after a period of postponement, may be served upon the Contractor and the surety by mail or any other means at their last known places of business in Virginia or elsewhere, by delivery to any officer or management/supervisory employee of either wherever they may be found, or, if no such officer, employee or place of business is known or can be found by reasonable inquiry within three (3) days, by posting the notice at the job site. Failure to accept or pick up registered or certified mail addressed to the last known address shall be deemed to be delivery.
4. Upon termination of the contract, the County may take possession of the work and finish the work by whatever method the County may deem expedient. In such case the Contractor shall not be entitled to receive any further payment. If the expense of finishing the work, including compensation for additional managerial and administrative services shall exceed the unpaid balance of the contract price, the Contractor shall pay the difference to the County, together with any other expenses of terminating the contract and having it completed by others.
5. Termination of the contract under this section is without prejudice to any other right or remedy of the County.

**T. Termination by County for Convenience**

1. County may terminate this contract at any time without cause, in whole or in part, upon giving the Contractor notice of such termination. Upon such termination, the Contractor shall immediately cease work and remove from the project site all of its labor forces and such of its materials as County elects not to purchase or to assume in the manner hereinafter provided. Upon such termination, the Contractor shall take such steps as County may require to assign to the County the Contractor's interest in all subcontracts and purchase orders designated by County. After all such steps have been taken to County's satisfaction,

the Contractor shall receive as full compensation for termination and assignment the following:

- (1) All amounts then otherwise due under the terms of this contract as of the latest Request for Payment,
- (2) Amounts due for work performed subsequent to the latest Request for Payment through the date of termination, and
- (3) Reasonable compensation for the actual cost of demobilization incurred by the Contractor as a direct result of such termination. The Contractor shall not be entitled to any compensation for lost profits or for any other type of contractual compensation or damage other than those provided by the preceding sentence. Upon payment of the forgoing, County shall have no further obligations to the Contractor of any nature.

2. In no event shall termination for the convenience of the County terminate the obligations of the Contractor's surety on its payment and performance bonds.

**U. Performance and Payment Bonds**

Within ten (10) days of award of the contract, the Contractor shall deliver to the Procurement Office properly executed Standard Performance and Labor and Material Payment Bonds, each in the sum of the contract amount, with the County of Dinwiddie, Virginia as obligee. The bonds shall be dated on or after the date of the contract. The bond premium shall be paid by the Contractor awarded the contract. The surety shall be a surety company or companies approved by the State Corporation Commission to transact business in the Commonwealth of Virginia and should be written on a form suitable to County. The Contractor shall require the attorney-in-fact, who executed the required bonds on behalf of the surety company, to affix thereto a certified and current copy of the power of attorney. No payment shall be due and payable to the Contractor, even if the contract has been performed in whole or in part, until the bonds have been delivered to and approved by the County.

If no bond can be furnished by the Contractor within ten (10) days of award of contract, the County reserves the right to award to another Contractor.

**V. Final Inspection**

After completion of the work but prior to acceptance of the apparatus by the County, there shall be an inspection of the completed apparatus carried out by three (3) personnel from Dinwiddie Fire & EMS. This inspection is to take place at the Manufacturer's facility. The County reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications, prior to acceptance of the apparatus and prior to final payment for goods and services. All reasonable travel, lodging and meal costs associated with this inspection of the completed apparatus prior to final acceptance shall be borne by the Contractor.

# Bill of Sale



Invoice No.

**Goodman Specialized Vehicles, LLC**  
 17020 Patrick Henry Hwy., Suite 201  
 PO Box 840  
 Amelia, VA 23002  
 (804) 561-2008

<b>SOLD TO:</b> County of Dinwiddie / Division of Fire & EMS	<b>DATE:</b> December 18, 2020
<b>ADDRESS:</b> 13850 Courthouse Road	<b>CUSTOMER #:</b> G28170
<b>CITY &amp; STATE:</b> Dinwiddie, VA	<b>ZIP:</b> 23841
	<b>PHONE NUMBER:</b> (804)469-5388
	<b>SALESPERSON:</b> PC

CONTROL NUMBER	DESCRIPTION	SALE PRICE	\$ 216,897.00
	2022 International MV 607 4X2 LP Chassis With Remounted PL Custom Ambulance Body From VIN # HH502232 Including Liquid Spring Suspension and Modifications done at TSC to the chassis and modifications and repairs to the body done at PL Custom.		
	Chassis VIN # TBD		
	PO # TBD		
	Navistar Allowance of 29% equaling \$ 62,900.13 to be Handled by Navistar 02 policy		
		<b>3% SALES TAX</b>	
		<b>TITLE &amp; REGISTRATION</b>	
		<b>FET TAX</b>	
		<b>OTHER</b>	
		<b>PROCESSING FEE</b>	
		<b>TOTAL</b>	\$ 216,897.00
		<b>DEPOSIT</b>	
		<b>NAVISTAR ALLOWANCE</b>	\$ 62,900.13
		<b>PAY OFF TRADE</b>	( )
		<b>AMOUNT FINANCED PMTS @</b>	
		<b>CASH ON DELIVERY</b>	\$ 153,996.87
		<b>TOTAL</b>	\$ 216,897.00

**NO LIABILITY INSURANCE INCLUDED**

**LESS ALLOWANCE FOR TRADE-INS**

CONTROL NUMBER	YEAR	MAKE	MODEL	SERIAL NUMBER	DESCRIPTION	ALLOWANCE

Remarks:

**GOODMAN SPECIALIZED VEHICLES, LLC**

BY: \_\_\_\_\_

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

Received Above Listed Items as Stated Above

CUSTOMER SIGNATURE: \_\_\_\_\_

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



November 30, 2020

Dinwiddie County Fire and EMS  
Dawn Titmus, EMS Manager  
13850 Courthouse Rd.  
Dinwiddie, VA 23841

Dear Ms. Titmus,

On behalf of Goodman Specialized Vehicles, LLC I am happy to provide you with the following proposal for (1) PL Custom 176" Titan Medium Duty ambulance remounted on a 2022 International MV series chassis.

Pricing for this unit is as follows:

2022 International MV Series chassis: **\$89,271.00**  
International Chassis Payment to Goodman Specialized Vehicles: - \$62,000.00  
Remount onto new chassis: **\$127,626.00**  
Total project cost: **\$154,897.00** ...

Pricing also includes a chassis prepayment discount and the cost of the performance bond.

This proposal is calculated based on the condition of the medic unit at the time it was inspected by GSV staff. Broken or missing items in addition to those noted previously may result in a price increase.

Thank you again for the opportunity to provide you with this quote. We look forward to having the opportunity to work with Dinwiddie County. As always, if you have any questions about the information that I have given you feel free to contact me.

*Porter Carden*

Porter Carden  
Regional Account Manager  
Goodman Specialized Vehicles, LLC  
804-517-8411



GOODMAN SPECIALIZED VEHICLES  
17020 PATRICK HENRY HIGHWAY • PO BOX 840 • AMELIA VA 23002  
PH: 804-873-2067 • TOLL FREE: 877-904-2008 • FAX: 804-561-4823  
[WWW.GOODMANSV.COM](http://WWW.GOODMANSV.COM)



## Certificate Of Completion

Envelope Id: A83CFE2427CB4E879F44F31DE86F95D1	Status: Completed
Subject: Revised Contract with Goodman for Unit 223	
Source Envelope:	
Document Pages: 15	Signatures: 4
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Hollie Casey
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	hc Casey@dinwiddieva.us
	IP Address: 139.60.228.178

## Record Tracking

Status: Original	Holder: Hollie Casey	Location: DocuSign
12/21/2020   02:29 PM	hc Casey@dinwiddieva.us	

## Signer Events

Signer Events	Signature	Timestamp
William Hefty bill@heftywiley.com Legal Counsel County of Dinwiddie Security Level: Email, Account Authentication (None)		Sent: 12/21/2020   02:32 PM Viewed: 12/22/2020   08:22 AM Signed: 12/22/2020   08:22 AM
	Signature Adoption: Drawn on Device Using IP Address: 108.4.15.163	

### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Dennis Hale dhale@dinwiddieva.us Security Level: Email, Account Authentication (None)		Sent: 12/22/2020   08:22 AM Viewed: 12/22/2020   01:11 PM Signed: 12/22/2020   01:12 PM
	Signature Adoption: Drawn on Device Using IP Address: 174.226.0.150 Signed using mobile	

### Electronic Record and Signature Disclosure:

Accepted: 12/22/2020 | 01:11 PM  
ID: 5bff3b7b-0727-4404-a60e-90c33ac3092b  
Company Name: Dinwiddie County

W. Kevin Massengill kmassengill@dinwiddieva.us County Administrator Dinwiddie County Security Level: Email, Account Authentication (None)		Sent: 12/22/2020   01:12 PM Viewed: 12/22/2020   01:20 PM Signed: 12/22/2020   01:20 PM
	Signature Adoption: Pre-selected Style Using IP Address: 71.63.95.190 Signed using mobile	

### Electronic Record and Signature Disclosure:

Accepted: 4/17/2020 | 03:04 PM  
ID: 42c6e72a-b34f-45d6-988d-e9d30e610ed4  
Company Name: Dinwiddie County

Porter Carden pcarden@goodmansv.com Security Level: Email, Account Authentication (None)		Sent: 12/22/2020   01:20 PM Viewed: 12/22/2020   01:47 PM Signed: 12/22/2020   01:49 PM
	Signature Adoption: Pre-selected Style Using IP Address: 174.226.8.26 Signed using mobile	

### Electronic Record and Signature Disclosure:

Not Offered via DocuSign



Signer Events	Signature	Timestamp
Hollie Casey hcasey@dinwiddieva.us Procurement Technician Dinwiddie County Security Level: Email, Account Authentication (None)	<b>Completed</b>  Using IP Address: 172.243.130.48	Sent: 12/22/2020   01:49 PM Viewed: 12/22/2020   01:59 PM Signed: 12/22/2020   01:59 PM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Dawn Titmas dtitmus@dinwiddieva.us Security Level: Email, Account Authentication (None)	<b>COPIED</b>	Sent: 12/22/2020   01:59 PM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	12/21/2020   02:32 PM
Certified Delivered	Security Checked	12/22/2020   01:59 PM
Signing Complete	Security Checked	12/22/2020   01:59 PM
Completed	Security Checked	12/22/2020   01:59 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Dinwiddie County (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact Dinwiddie County:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [hcasey@dinwiddieva.us](mailto:hcasey@dinwiddieva.us)

### **To advise Dinwiddie County of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [hcasey@dinwiddieva.us](mailto:hcasey@dinwiddieva.us) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from Dinwiddie County**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [hcasey@dinwiddieva.us](mailto:hcasey@dinwiddieva.us) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with Dinwiddie County**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [hcasey@dinwiddieva.us](mailto:hcasey@dinwiddieva.us) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Dinwiddie County as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Dinwiddie County during the course of your relationship with Dinwiddie County.