

CONTRACT**DINWIDDIE COUNTY**
TOWING SERVICES

The Agreement is made this 18th day of March 2020, by and between **Spain & Williams Garage, Inc.**, of 1832 West Washington Street, Petersburg, Virginia 23803 (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 quotes to provide as-needed towing services; and

WHEREAS, Contractor submitted a quote for same, consistent with the specifications in the Request for Quotations; and

WHEREAS, Contractor was selected as having the best overall value; and

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, (2) Request for Quotations # 20-020520 including any addenda and (3) Contractor’s quote dated February 17, 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. **Non-Exclusivity.** This contract is non-exclusive. If needed, the County has the right to obtain services from other vendors.
3. **Time of Performance.** Contractor agrees to provide services on an as-needed basis. Response Times: All requests that come from the Sheriff’s Office must have a truck on-site within thirty (30) minutes of initial call. All other requests must have a truck on-site within one (1) hour of initial call.
4. **Term of Contract.** The term of this contract shall be for one (1) year with the option for renewals under the terms, conditions and unit pricing of the original contract for up to four (4) additional years, unless either party gives written notification to the other party sixty (60) days prior to expiration of the then-current term that they do not wish to renew. The contract and any renewals are subject to the availability of funds and annual appropriations by the Board of Supervisors. Price increases, if any, shall be in accordance with the original contract. **At no time shall the cumulative cost of the Contract exceed Fifty Thousand and no/100 dollars (\$50,000).**
5. **Costs.** Contractor agrees to perform all work and provide all equipment pursuant to this Contract for the following unit prices (the “Contract Price”):

Description	Unit Price
Towing Service, Standard Vehicles, Regular Business Hours	\$90.00 per hour
Towing Services, Standard Vehicles, Afterhours, Weekends and Holidays	\$135.00 per hour
Towing Service, Large Equipment, Regular Business Hours	\$135.00 per hour
Towing Services, Large Equipment, Afterhours, Weekends and Holidays	\$202.50 per hour
Wrinch-Out Service – Standard Vehicles	\$90.00 per hour
Wrinch-Out Service – Large Equipment	\$135.00 per hour
Service Charge for Roadside Assistance	\$125.00 per hour
Per Mile Rate for Service outside of Dinwiddie County (unit = miles)	NA

*Hourly rate shall be in intervals of 30 minutes after the first hour.

Invoices may be submitted monthly or by occurrence. All invoices shall include the name of the person that called for service; description of service provided; the vehicle make, model and last four numbers of the VIN; pickup and delivery locations; and a service ticket. Service tickets shall include the start and end time for service and signatures from the pickup and delivery locations. Payment shall be made to Contractor within thirty (30) days after receipt of invoice. **The County will not pay for services on-site.**

6. **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	David Spain
County Administrator	Spain and Williams Garage Inc.
P. O. Drawer 70	1832 West Washington Street
Dinwiddie, Virginia 23841	Petersburg, Virginia 23803
(804) 469-4500	(804) 733-3723
accounting@dinwiddieva.us	david@spainandwilliams.com

7. **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 Request for Quotations.
8. **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.
9. **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.

- 10. **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

Spain and Williams Garage Inc.

X Kevin
Massengill

Digitally signed by Kevin
Massengill
Date: 2020.03.17
12:39:59 -04'00'

W. Kevin Massengill
County Administrator

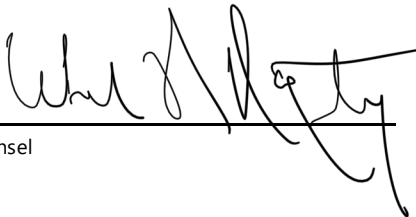
X DocuSigned by:
David Spain

Print Name/Title:

David Spain

Vice President

Approved as to form:

X 
Legal Counsel