

CONTRACT**2021 WINGS AND WHEELS EVENT**

Date: 7/1/2021 | 8:46 AM EDT

Vendor: Mike Spalding
Military Aviation Museum
1341 Princess Anne Road
Virginia Beach, Virginia 23457
(757) 647-7823
airshows@aviationmuseum.us

This agreement is made between the “Vendor”, listed above, and the **County of Dinwiddie, Virginia**, hereinafter referred to as the “County” for products and services to be rendered at the 2021 Wings and Wheels Event scheduled for August 14, 2021, at the Dinwiddie County Airport, 6775 Beck Chappell Drive, North Dinwiddie, VA 23803.

The Vendor was selected to provide: Vickers Spitfire (Aircraft) Appearance. Any flights by the aircraft will be scheduled by the Event Organizer and approved by the Vendor.

County Responsibilities: The County agrees to provide the Vendor with the following:

- Suitable space for the aircraft display and an information booth.
- Security around the perimeter of the aircraft in the form of traffic cones.
- A hanger to park the aircraft in case overnight security is needed.
- Up to 130 gallons of 100LL Aviation Fuel upon departure.

Costs: Vendor agrees to provide all products and services pursuant to this Contract for a sum of no greater than FIVE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$5,500.00) (the “Contract Price”). County will make full payment to the Vendor upon execution of this contract and receipt of an invoice.

The Vendor will forfeit and refund any appearance fees within ten (10) days if the aircraft are unable to appear at the event as a result of maintenance, mechanical breakdowns, pilot illness or adverse weather en-route to the event.

Setup Schedule:

Vendor may begin setting up at 9 a.m. and shall be off the event site by 9 p.m. Overnight parking at the event site will be allowed if the event gets rescheduled.

Operation Schedule:

Saturday, August 14, 2021, 11 a.m.- 7 p.m.

Rain date: Sunday, August 15, 2021, 11 a.m.-7 p.m.

Terms and Conditions

1. **Laws, Regulations and Courts** – This contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the

Circuit Court of the County of Dinwiddie, Virginia. The County and the Contractor are encouraged to resolve any issues in controversy arising from any contractual dispute using Alternative Dispute Resolution (ADR) procedures (Code of Virginia, § 2.2-4366). The Contractor shall comply with all applicable federal, state and local laws, rules and regulations.

2. Drug-Free Environment – During the performance of this contract, the Vendor agrees to (i) provide a drug-free workplace for the Vendor’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 Vendor’s workplace and specifying the actions that will be taken against employees for violations of such prohibition; and (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Vendor that the Vendor maintains a drug-free workplace.

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 Vendor, 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.

3. Family-Oriented Event – Vendor agrees that its performance will be devoid of profanity and vulgarity, with employees and performers wearing apparel appropriate for a family-oriented event. In the event that the performance is deemed by the County to be profane or vulgar, (1) Vendor shall be immediately discontinued by the County, (2) Vendor shall be ejected from the event, and (3) the Vendor shall lose any payment under this contract and have to repay to the County any amount that has already been paid to Vendor. Questions about what the County deems to be profane or vulgar should be directed to the event organizer prior to the start of events. In the event that action is taken against the Vendor pursuant to this section, Vendor shall not receive any remuneration for potential lost earnings or reputational harm.
4. Criminal Background Checks – Vendor shall conduct adequate criminal history background checks for their employees, agents, and workers at the event to assure that the County’s best interests are met and the duties and responsibilities to be assigned to each individual are appropriate. Failure to adequately conduct such background checks shall be grounds for (1) immediate dismissal for the vendor from the event, and (2) refusal by the County to permit the vendor to participate in future events as a vendor.
5. Immigration Reform and Control Act of 1986 – Vendor certifies that they do not and will not during the performance of this contract knowingly employ unauthorized workers as defined in or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
6. Authorization to Transact Business in the Commonwealth - In order to contract with Dinwiddie County, vendors 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 Title 13.1 or Title 50 or as otherwise required by

law. Vendors shall provide the identification number issued to it by the State Corporation Commission. Any Vendor 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 mark, where applicable, why the Vendor is not required to be so authorized. Any Vendor 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. Dinwiddie County may void any contract with a business entity if that entity fails to remain in compliance with the provisions of this section.

7. Insurance – Vendor agrees to provide, at no additional cost to the County, the following minimum insurance coverage during the term of the contract, which insurance must be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

Commercial General Liability - \$1,000,000 per occurrence, \$2,000,000 aggregate.
Commercial General Liability is to include personal injury and property damage coverage. **The “County of Dinwiddie, VA, its Officers, agents, volunteers, contractors and employees” shall be named additional insured on a primary basis and so endorsed on the policy.** All required insurance shall be written on an occurrence basis and shall state that this coverage is primary to all other coverage Dinwiddie County may possess. It shall be a condition of this insurance coverage, and so indicated on the Certificate of Insurance presented to the County, that the insurer agrees not to cancel or reduce the limits of their coverage without first giving the County 45 days written notice. It is the sole responsibility of the Vendor to provide workers compensation insurance to cover the Vendor’s own workers and vendor’s property.

The additional insured must be listed as: County of Dinwiddie, P.O. Drawer 70, 14010 Boydton Plank Road, Dinwiddie, VA 23841.

Vendors must provide a copy of its event insurance policy (with additional insured certificate) to the County no later than August 1, 2021. Failure to provide a copy of the insurance certificate may result in the County cancelling this contract.

8. Indemnification – Vendor assumes all risk of damage, injury, illness or loss to persons or property, for any reason, resulting from any act or omission under this Contract and use of space at the event. Vendor agrees to indemnify, defend and hold harmless the County of Dinwiddie, Virginia and their officers, directors, employees, volunteers, contractors and agents from any and all liability, suits, judgments, cost and expenses, including all attorney fees arising from any negligent or intentional wrongful act or omission of the Vendor, its officers, directors, employees, volunteers, contractors, agents or vendors. It is further understood and agreed that the County shall incur no liability to the Vendor.
9. Adverse Weather – There is a scheduled rain date of Sunday, August 15, 2021 for this event. The County will notify the vendor at least 24 hours in advance of the start of the event if the event will be rescheduled or cancelled due to weather. The Vendor agrees to be available for the rain date if the event gets rescheduled.

The day of the event, the vendor, at its own discretion, has the right to shut down a display due to unsafe conditions from adverse weather. The Vendor will not be penalized for failure to perform due to adverse weather.

10. Taxes –Vendor is an independent contractor and assumes all responsibility for all applicable federal, state, and local taxes, fees, and assessments.
11. Assignment of Contract - A contract shall not be assignable by the Contractor in whole or in part without the written consent of the County.
12. Formation - This Contract, when signed by the Vendor, shall be deemed an offer and shall remain in effect, unless withdrawn in writing, until accepted by the County's execution of this Contract. Upon such acceptance, the parties shall be bound by this contract.
13. Severability - The invalidity or unenforceability of any particular provision of the Contract shall not affect the other validity of any other provision hereof, and this Contract shall be construed in all respects as if such invalid or unenforceable provisions were omitted.
14. Final Agreement/Amendments –This Contract contains the final agreement between the parties hereto, and they shall not be bound by any terms, conditions, oral statement, warranties or representations not herein contained, unless amended in writing. No changes shall be made to this contract without written approval from both parties.
15. Printed Materials – The County retains the right to approve all materials printed, displayed or sold at the event. Upon notification Vendor shall cease the sale and display of materials deemed offensive or inappropriate by the County. Failure to comply with this request will be grounds for immediate expulsion of the Vendor from the grounds and termination of this Contract with no right of the Vendor to a refund under this agreement or remuneration for potential lost earnings or reputational harm.
16. Termination – The County reserves the right to terminate this Contract and require immediate closure of and removal of all buildings, booths, equipment and other materials from the Vendor's space at any time if the County, in its sole discretion, determines that the Vendor has violated the terms of this Contract. In the event of such termination, Vendor shall not be entitled to any refund under this agreement or remuneration for potential lost earnings or reputational harm.
17. Use of Premises and Removal of Debris– The Vendor shall (1) perform the contract in such a manner as not to interrupt or interfere with the operation of any other activity or vendors on the premises; (2) store apparatus, materials, supplies, and equipment in such orderly fashion at the site as will not unduly interfere with spectator traffic or adjacent activities; (3) clean up frequently all refuse, rubbish, and debris caused by its operations such that at all times the work space shall present a neat, orderly, and professional appearance and (4) at the end of the event, remove all trash, refuse, equipment and other items off the premises by 9 p.m. on the day of the event.
18. Facility Damages - Any damage to existing utilities, equipment, finished surfaces, or property resulting from the performance of this contract shall be repaired to the County's

satisfaction at the Vendor's expense and the Vendor shall indemnify and hold the County harmless of any action resulting from such damage to the existing utilities, equipment, finished surfaces or property.

19. Testing, Inspections and Permits – The Vendor is responsible for obtaining all Federal, State and Local permits, licenses, and inspections necessary for operation of its business at the event. The Vendor shall insure that all structures meet current county, state, and federal building codes.

The County reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to applicable laws. All products and services provided shall be in compliance/ accordance with all applicable federal, state and local laws, rules and regulations.

20. Payment Terms – Unless otherwise noted above, payment will be made to the vendor at the conclusion of their performance. Any penalties assessed on the vendor based on the terms and conditions of this contract will be deducted from final payment. Should any penalties be assessed resulting in a new check needing to be cut, final payment will be made to the vendor within thirty (30) days after performance.

Vendor shall provide the County with a complete and accurate IRS Form W-9 at the time this contract is signed by the Vendor.

21. Electronic Signatures – 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.
22. Event Contact – Upon execution of this contract all communication, questions, and concerns regarding the event shall be addressed to:

Heather McCormack
Dinwiddie County Community Development
14010 Boydton Plank Road
PO Drawer 70
Dinwiddie, Virginia 23841
(804) 469-4500 x 2163
hmcormack@dinwiddieva.us

23. COVID-19.

The Contractor is required to adhere in all respects to all federal, state, and local COVID-19 regulations, including, but not limited to, Executive Orders issued by the Governor of Virginia, the rules promulgated by the Virginia Department of Labor and Industry (“DOLI Rules”), and the Dinwiddie County Infectious Disease (COVID-19) Preparedness and Response Plan (the “Required Local Plan”). The Contractor acknowledges it will comply with the documents set forth on Dinwiddie County's Purchasing Page, which can be found at www.dinwiddieva.us/Purchasing including any changes that may be made to such documents in the future. In the event of conflict between COVID-19 provisions, the strictest provision shall govern. Without limiting the foregoing, the Contractor shall abide by the following:

- A. Sick and Exposed Persons to Stay at Home. Pursuant to the DOLI Rules and the Required Local Plan, employees or other persons associated with the Contractor who are known or suspected to be infected with the SARS-CoV-2 virus or who live with or have had close contact with individuals who have had COVID-19 symptoms or signs in the last 14 days shall be sent home, stay home, and stay away from the work site until they are cleared to return to work as set forth in the DOLI Rules or, in the case of exposed persons, the rules for return to work shall be the same as those for County employees in the Required Local Plan. Symptoms and signs of COVID-19 include the following: unexplained cough, fever (100 degrees Fahrenheit or higher) or chills, cough, shortness of breath or difficulty breathing, fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, congestion or runny nose, persistent pain or pressure in the chest, new confusion, inability to wake or stay awake, bluish lips or face, unexplained nausea, vomiting, or diarrhea. Other unexplained symptoms could also be an indication of COVID-19.

- B. Notice to County Required of Positive COVID-19 Tests at County Government Sites. Pursuant to the DOLI Rules and the Required Local Plan, the Contractor is required by law to advise the County within 24 hours in the event that an employee of the Contractor or someone associated with the Contractor who was present at a place of employment owned or operated by the Dinwiddie County Government tests positive for COVID-19. All such reports of positive COVID-19 tests shall be made to Crystal Spain, Director of Human Resources at (804) 469-4500, extension 2161.

- C. Subcontractors. The Contractor is responsible for ensuring that its subcontractors comply with all the foregoing requirements.

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

Dinwiddie County, Virginia

Mike Spalding
Military Aviation Museum

X *W. Kevin Massengill*

W. Kevin Massengill
County Administrator

X *Michael A. Spalding*

Department Approval:

Approved as to form:

X *Tammie J Collins*

Tammie Collins
Deputy County Administrator

X *Tyler Southall*

Tyler Southall
County Attorney

STATE CORPORATION COMMISSION REGISTRATION

Virginia State Corporation Commission (SCC) registration information. The Vendor:

is a corporation or other business entity with the following SCC identification number: _____
OR-

is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned bidder's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

Certificate Of Completion

Envelope Id: 384C6F95E68B48F8B25603AF5F052BFC

Status: Completed

Subject: Contract with Military Aviation Museum

Source Envelope:

Document Pages: 7

Signatures: 4

Envelope Originator:

Certificate Pages: 5

Initials: 0

Hollie Casey

AutoNav: Enabled

hcasey@dinwiddieva.us

Envelopeld Stamping: Enabled

IP Address: 139.60.228.178

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Record Tracking

Status: Original

Holder: Hollie Casey

Location: DocuSign

6/29/2021 | 09:01 AM

hcasey@dinwiddieva.us

Signer Events**Signature****Timestamp**

Michael A Spalding

airshows@aviationmuseum.us

Security Level: Email, Account Authentication
(None)

Sent: 6/29/2021 | 09:13 AM

Resent: 6/29/2021 | 09:21 AM

Viewed: 6/29/2021 | 10:46 PM

Signed: 6/29/2021 | 10:56 PM

Signature Adoption: Pre-selected Style

Using IP Address: 50.248.198.253

Electronic Record and Signature Disclosure:

Accepted: 6/29/2021 | 10:46 PM

ID: bb779f14-9fab-49b3-9b9a-ee13d636c980

Company Name: Dinwiddie County

Tyler Southall

tsouthall@dinwiddieva.us

Security Level: Email, Account Authentication
(None)

Sent: 6/29/2021 | 10:56 PM

Viewed: 6/30/2021 | 04:09 PM

Signed: 6/30/2021 | 04:14 PM

Signature Adoption: Drawn on Device

Using IP Address: 139.60.228.178

Electronic Record and Signature Disclosure:

Accepted: 6/30/2021 | 04:09 PM

ID: 9f8f38ea-17fb-45d0-9dd6-cdd3d2af99b8

Company Name: Dinwiddie County

Tammie J Collins

tcollins@dinwiddieva.us

Security Level: Email, Account Authentication
(None)

Sent: 6/30/2021 | 04:14 PM

Viewed: 6/30/2021 | 04:15 PM

Signed: 6/30/2021 | 04:16 PM

Signature Adoption: Pre-selected Style

Using IP Address: 73.152.55.237

Signed using mobile

Electronic Record and Signature Disclosure:

Accepted: 4/29/2020 | 08:46 AM

ID: cbe55da1-6354-4b00-ae89-7a12187fb1ea

Company Name: Dinwiddie County

W. Kevin Massengill

kmassengill@dinwiddieva.us

County Administrator

Dinwiddie County

Security Level: Email, Account Authentication
(None)

Sent: 6/30/2021 | 04:16 PM

Viewed: 7/1/2021 | 07:04 AM

Signed: 7/1/2021 | 07:05 AM

Signature Adoption: Pre-selected Style

Using IP Address: 50.202.207.242

Signed using mobile

Electronic Record and Signature Disclosure:

Signer Events	Signature	Timestamp
Accepted: 4/17/2020 03:04 PM ID: 42c6e72a-b34f-45d6-988d-e9d30e610ed4 Company Name: Dinwiddie County	Completed Using IP Address: 139.60.228.178	Sent: 7/1/2021 07:05 AM Viewed: 7/1/2021 08:46 AM Signed: 7/1/2021 08:46 AM
Hollie Casey hcasey@dinwiddieva.us Procurement Officer Dinwiddie County Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: 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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Heather McCormack hmcormack@dinwiddieva.us Security Level: Email, Account Authentication (None)	<div style="border: 2px solid blue; padding: 5px; display: inline-block; color: blue; font-weight: bold; font-size: 1.2em;">COPIED</div>	Sent: 7/1/2021 08:46 AM
Electronic Record and Signature Disclosure: 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	6/29/2021 09:13 AM
Certified Delivered	Security Checked	7/1/2021 08:46 AM
Signing Complete	Security Checked	7/1/2021 08:46 AM
Completed	Security Checked	7/1/2021 08:46 AM

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

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 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 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 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.