SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this "<u>Agreement</u>") is made and entered into this 28th day of July, 2023, by and between THE CITY OF MANASSAS PARK, a Virginia municipal corporation, its successors and assigns (collectively, the "<u>City</u>"), and PENN CARE, INC., a Virginia corporation, its successors and assigns (collectively, the "<u>Contractor</u>").

WITNESSETH:

- R-1. The City desires to contract for a new utility and brush vehicle for its Department of Fire and Rescue (the "Project"); and
- R-2. Pursuant to the City's small purchase procedures (City Code § 2-175) and the Virginia Public Procurement Act (Va. Code § 2.2-4300 *et seq.*), the City solicited quotations for the Project (the "Solicitation"); and
- R-3. In response to the Solicitation, the Contractor submitted a proposal for the Project dated May 23, 2023 (the "<u>Proposal</u>"), which Proposal is attached to this Agreement as <u>Exhibit A</u> and incorporated herein by this reference; and
- R-4. The Proposal includes work to be performed by Autocraft Group Inc., a Virginia corporation d/b/a FastLane Emergency Vehicles, as the Contractor's subcontractor; by executing this agreement, the City indicates its approval of the use of FastLane for the Project.
- R-5. The City has determined that the Contractor's Proposal is responsive to the Solicitation and meets the needs of the City, and that the Contractor is responsible, qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise, where required, to perform the services and tasks set forth in this Agreement, and therefore desires to contract with the Contractor in accordance with the terms and conditions of the Proposal, the Solicitation, and the cooperative procurement provisions of the Virginia Public Procurement Act.
- **NOW, THEREFORE**, in consideration of the foregoing recitals, each of which is hereby incorporated herein by this reference, and the terms, conditions, covenants, and obligations contained herein, the parties hereto agree as follows:

1. <u>SCOPE OF SERVICES</u>.

The Contractor shall perform[, on an as-needed and non-exclusive basis,] such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are set forth in the Proposal (the "Scope of Services"). The work performed will be bound by the terms of this Agreement, including all exhibits. Where a conflict exists between this Agreement and any exhibit, this Agreement shall control.

2. TERM.

The term of this Agreement shall commence on the date of execution of this Agreement and shall terminate upon completion and acceptance by the City of the Project.

3. <u>COMPENSATION AND METHOD OF PAYMENT.</u>

- A. Payments for services included in the Scope of Services shall be made monthly following the performance of such services in accordance with the fee schedule included in the Proposal.
- B. No payment shall be made for any service rendered by the Contractor except for services identified and set forth in this Agreement.
- C. The Contractor shall submit to the City Manager or his designee, on a form approved by the City Manager, an invoice for services rendered. The City shall make payment to the Contractor within thirty (30) days following receipt thereof.
- D. For all work outside the Scope of Services, the Contractor shall submit a task proposal based on direction by the City. The City shall pay the Contractor for such work consistent with the prices included in the Proposal.

4. <u>MAINTENANCE OF RECORDS; REPORTS AND INSPECTIONS</u>.

- A. The Contractor, at such times and in such forms as the City may require, shall furnish the City such statements, records, reports, data, and information as the City may request pertaining to matters covered by this Agreement.
- B. The Contractor shall retain all books, records, documents, data and other material relevant to all matters covered, directly or indirectly, by this Agreement for a period of two (2) years after the expiration of this Agreement. The Contractor shall at all reasonable times during any Term and said 2-year period, and as often as the City may deem necessary in its sole discretion, make available for examination and permit the City or its designated authorized representative to audit and inspect all such books, records, documents, data and other material.
- C. The City Manager or his designee shall have full access and right to examine any of said books, records, documents and other materials at all reasonable times during any Term and said 2-year period.

5. <u>INDEPENDENT CONTRACTOR RELATIONSHIP.</u>

- A. The parties intend that an independent Contractor/City relationship will be created by this Agreement. No employee, agent, or representative of the Contractor shall be deemed to be an employee, agent, or representative of the City for any purpose, and the employees, agents, and representatives of the Contractor are not entitled to any of the benefits the City provides for its employees. The Contractor will be solely and entirely responsible for its acts and for the acts of its employees, agents, representatives, and subcontractors during the performance of work contemplated by this Agreement.
- B. In the performance of the work contemplated herein, the Contractor shall be an independent contractor with the authority to control and direct the performance of the details of the work; provided, however, that the results of the work contemplated herein must meet the approval of the City and shall be subject to the City's general rights of inspection and review to secure the satisfactory completion thereof.

6. <u>CONTRACTOR'S EMPLOYEE/AGENTS/REPRESENTATIVES</u>.

The City may at its sole discretion require the Contractor to remove any employee(s), agent(s), or representative(s) from employment on City projects. The Contractor may, however, employ such individuals(s) on other projects not related to City projects.

7. <u>INSURANCE</u>.

- A. The Contractor shall procure and maintain, for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees, or subcontractors. The Contractor shall provide a certificate of insurance from its insurance company (a "Certificate of Insurance") evidencing:
- 1) COMMERCIAL GENERAL LIABILITY. Commercial General Liability insurance written on an occurrence basis with limits no less than one million dollars (\$1,000,000) combined single limit per occurrence and two million dollars (\$2,000,000) aggregate for personal injury, bodily injury and property damage.
- 2) AUTOMOBILE LIABILITY. Automobile Liability insurance with limits no less than two million dollars (\$2,000,000) combined single limit per accident for bodily injury and property damage.
- 3) WORKERS COMPENSATION. Workers Compensation insurance written on an occurrence basis with limits no less than one half million dollars (\$500,000) combined single limit per occurrence.
- B. The City shall be named as an additional insured on all liability insurance policies, including any umbrella insurance policy used to meet the required coverage listed above, with respect to work performed by or on behalf of the Contractor, and a copy of the endorsement naming the City as an additional insured shall be attached to each Certificate of Insurance. Each Certificate of Insurance shall warrant that the City shall receive thirty (30) days advance notice of cancellation of the relevant insurance policy. The City reserves the right to request certified copies of any required insurance policies.
- C. The Contractor's insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

8. <u>HOLD HARMLESS; INDEMNIFICATION</u>.

A. The Contractor shall indemnify and hold the City and its agents, employees, and officers harmless from, and shall process and defend at its own expense, any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City and/or its agents, employees, and/or officers arising out of, in connection with, or incident to the execution of this Agreement and/or the Contractor's defective performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the gross negligence of the City, its agents, employees, and/or

officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Contractor, its agents, representatives, employees, and subcontractors; and provided further, that nothing herein shall require the Contractor to hold harmless or defend the City, its agents, employees and/or officers from any claims arising from the sole negligence of the City, its agents, employees, and/or officers. The provisions of this section shall survive the expiration or termination of this Agreement.

B. No liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.

9. <u>CONTRACTOR CERTIFICATIONS</u>.

A. The Contractor certifies that:

- 1) The Contractor and all its subcontractors and agents used in conjunction with the performance of this Agreement are and shall remain authorized to transact business in the Commonwealth of Virginia as either a domestic or foreign business entity.
- 2) Neither the Contractor nor any of its subcontractors or agents used in conjunction with the performance of this Agreement has been debarred from contracting for goods or services by the Commonwealth of Virginia or any Virginia public body.
- B. The City may void this Agreement if the Contractor fails to comply with the requirements of this Section.

10. TREATMENT OF ASSETS.

- A. Title to all property furnished by the City shall remain in the name of the City. All information furnished by the City is private, confidential, and proprietary, and shall be the exclusive and sole property of the City and shall not be reproduced, disclosed, or used by the Contractor for any reason other than in the performance of this Agreement.
- B. The City shall be the sole and exclusive owner of all goods and services produced pursuant to this Agreement, including but not limited to tangible items, information, works, derivative works, results, strategies, taxonomies, writing, drawings, plans, images, intellectual property, and data compilations of any form whatsoever (collectively, "Works"), which Works shall be the exclusive and sole property of the City and shall not be otherwise reproduced, disclosed, or used by the Contractor elsewhere, for any reason unrelated to its performance of this Agreement.
- C. To the extent that the services are provided relating to detailed designs not originated and furnished by the City, or by a process or method the use of which is not specifically directed by the City, the Contractor guarantees that the sale or use of such services or the use of such process or method hereunder will not infringe any third-party United States or foreign patents, trademarks, trade names, copyrights, or trade secrets, and shall indemnify and save the city and its customers harmless from any expenses, loss, cost, damage, or liability which may be incurred on account of infringement or alleged infringement of patent rights, trademarks, trade names, copyrights, or trade secrets with respect to such services. The Contractor shall defend, at its own

expense, any action or claim in which such infringement is alleged, provided the Contractor is notified within a reasonable period of time of such action or claim against the City. Indemnification shall not apply to infringements arising from use in combination with other items where infringement would not have occurred from the normal use of which the article supplied by the Contractor was designed.

11. PRIVACY; SECURITY

- A. The Contractor, its directors, officers, managers, employees, agents, assignees, delegatees, and subcontractors (collectively, the "Recipients") might acquire access to and/or come into possession of certain personal, confidential, and/or proprietary information of the City, its officers, employees, agents, contractors, and/or customers in various forms, formats, medias and data compilation of any kind (the "Confidential Information"), such Confidential Information including but not limited to the following:
- 1) personally identifiable information, including names, physical addresses, IP addresses, social security numbers, governmental identification numbers, banking and financial information, of certain individuals and citizens of the United States of America and other countries;
- 2) information that describes the design, function, operation, or access control features of any City building, utility, or property, and any security system used to control access to any City building, utility, or property;
- 3) information concerning security or safety plans for City buildings or property;
- 4) information regarding the City's proprietary ideas for proposed products or services, and any design, utility, patents, processes, technology and other descriptive information relating thereto;
- 5) the fact that the City is considering a number of strategic alternatives relating to its ideas, inventions, business or assets;
- 6) information and materials relating to plans for research and development, other product ideas, other service ideas, techniques, marketing and selling, business plans, and licenses and contracts to which the City is a party or is currently in negotiations;
- 7) information and materials relating to technical data, developments, inventions, processes, methods, business methods and models, formulas, technology, designs, drawings, engineering, and hardware configuration information (whether regarding its proposed products or services or otherwise);
- 8) information and materials relating to the City's proprietary technology (including the proposed products or services), software, hardware, equipment and systems, now owned or hereafter acquired and further developed, and related intellectual property, patents, software, products, processes and technology;
 - 9) trade secrets; and

- 10) any other information that derives or may derive economic value, either directly or indirectly, from being confidential and/or proprietary to the City.
- B. The Contractor shall ensure that at all times that the Recipients keep all Confidential Information confidential and hold all Confidential Information in trust and confidence, and shall not disclose any of the Confidential Information to any other person or third party, except as expressly permitted herein or by applicable law.

C. The Contractor shall ensure and be responsible for the following:

- 1) Each Recipient shall protect the Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination and/or publication of the Confidential Information as the Recipient uses to protect its own confidential and/or proprietary information of a like nature. The Confidential Information shall be used by the Recipients only as necessary to perform this Agreement, and the Recipients shall not modify, reverse engineer, disassemble, alter, create other works from or confusingly or substantially similar to, or otherwise use the Confidential Information for their or any third party's profit or benefit.
- Each Recipient agrees to share the Confidential Information only with a limited number of the Recipient's directors, officers, employees, financing sources, legal counselors, consultants, and agents who need to know such information in connection with the performance of this Agreement (collectively, the "Representatives"). The Recipient shall not disclose any of the Confidential Information to the Recipient's affiliates until the City has given its approval in writing, which approval may be withheld by the City in its sole discretion. If the City gives it written approval, the Recipient shall ensure that all individuals who are given access to the Confidential Information (a) are provided a copy of this Agreement and specifically informed of the confidential nature of the Confidential Information, and (b) agree to be bound by and will conduct their work in accordance with the terms of this Agreement. Regardless, the Recipient shall be responsible for any breach of this Agreement by any and all of those who gain access to any of the Confidential Information via or on behalf of the Recipient.
- 3) Upon termination of this Agreement or earlier upon demand by the City, all of the Confidential Information, including copies, written notes, photographs, and memoranda thereof or relating thereto whether or not produced or provided by the City shall be destroyed or returned to the City Manager at the address specified in Section 22 below, unless otherwise authorized in writing by the City. Destruction of such documents shall be certified by an officer of the Recipient. The Recipient shall waive, and cause its Representatives to waive, any requirement for the securing or posting of any bond in connection with such remedy
- 4) Notwithstanding the foregoing, in the event that a Recipient is required by law or regulation to disclose any of the Confidential Information, the Recipient shall: (a) provide the City with prompt notice of such requirement prior to the disclosure; (b) give the City all available information, reasonable assistance and necessary authority to enable the City to take the measures that the City, in its sole discretion, may deem appropriate or necessary to protect the Confidential Information from disclosure; (c) cooperate fully with the City in contesting such disclosure and/or in obtaining a protective order; and (d) limit what is disclosed to the maximum extent possible under law or regulation.

D. A Recipient's obligation hereunder to hold the Confidential Information confidential does not apply to any of the Confidential Information that the Recipient shows (a) was or is published or otherwise made available to the general public through no act or failure to act on the part of the Recipient; or (b) was known to the Recipient at the time of the Recipient acquired access to or came into possession of the Confidential Information.

12. <u>COMPLIANCE WITH LAWS</u>.

- A. The Contractor and all subcontractors and agents shall, in the performance of this Agreement, comply with all applicable federal, state, and local laws, ordinances, regulations, and policies, including certification and operation of facilities, programs, and accreditation, obtaining all necessary permits and licenses, including the licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.
- B. The Contractor specifically agrees to pay any applicable fees or charges which may be due on account of this Agreement.

13. <u>ASSIGNMENTS/SUBCONTRACTING</u>.

- A. The Contractor shall not assign or delegate its rights or obligations under this Agreement or any portion of this Agreement without the written consent of the City Manager or his designee. Any such consent must be sought in writing by the Contractor not less than thirty (30) days prior to the date of any proposed assignment or delegation. The City Manager or his designee reserves the right to reject without cause any such assignment or delegation. Notwithstanding the foregoing, claims for compensation due or to become due the Contractor from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment shall be promptly furnished to the City Manager.
- B. Any rights, work or services assigned or delegated hereunder and any subcontract or sub-subcontract shall be subject to procurement procedures where applicable as set forth in local, state and/or federal statutes, ordinances, regulations and guidelines as well as each provision of this Agreement, which must be acknowledged and agreed to in writing by each such assignee, delegatee, subcontractor, and sub-subcontractor.
- C. Any subcontract and sub-subcontract not listed in this Agreement must have express advance written approval by the City. Every approved subcontractor and sub-subcontractor must provide its federal tax identification number (*i.e.*, Social Security Number for an individual; Employer Identification Number for all others).

14. PAYMENT TO SUBCONTRACTORS.

- A. Within seven (7) days following receipt of payments made pursuant to this Agreement, the Contractor shall take one of the following actions with regard to subcontractors:
- 1) Pay the subcontractor its proportionate share of the total payment received from the City for the work performed by the subcontractor; or

- 2) Notify the City Manager and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's proportionate share of the payment from the City and the reason(s) for nonpayment.
- B. The Contractor shall pay interest to all subcontractors on all amounts owed by the Contractor to subcontractors that remains unpaid after seven (7) days following receipt by the Contractor of a payment made pursuant to this Agreement by the City. The interest required by this Subsection will accrue at the rate of one percent (1%) per month. The interest requirement set forth in this Subparagraph shall not be construed to be an obligation of the City and this Agreement shall not be amended or modified for the purpose of providing reimbursement for such interest charges.
- C. The Contractor shall include in each of its subcontracts a requirement that each subcontractor include or otherwise be subject to the payment and interest requirements of this Section with respect to sub-subcontracts.

15. **PROHIBITED INTEREST**.

No officer or employee of the City shall have any interest, direct or indirect, in this Agreement or the proceeds hereof.

16. CHANGES.

Either party may request changes or additions to the Scope of Services and performance to be provided hereunder; provided, however, that no change or addition to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and signed by both parties. Any such change or addition shall be attached to and made part of this Agreement as an amendment.

17. MODIFICATIONS TO TASKS AND MISCELLANEOUS PROVISIONS.

- A. All work proposed by the Contractor is based on current government ordinances and fees in effect as of the date of this Agreement.
- B. Any changes to the scope or cost of the services proposed by this Agreement resulting from a change to current government ordinances and/or fees may, at the sole option of the City, be treated as work outside the Scope of Services pursuant to Subsection 3D above or deleted from the Scope of Services.
- C. The City shall make provision for access to the property and/or project and adjacent properties as necessary for performing the services contemplated herein.

18. TERMINATION; DEFAULT AND REMEDY.

A. In addition to any other reason provided in this Agreement, the City may terminate this Agreement, and any work or delivery required hereunder, from time to time either in whole or in part, for any of the following reasons.

- 1) If the Contractor or any subcontractor substantially violates any of the provisions of this Agreement;
 - 2) If the Contractor substantially fails to perform any part of this Agreement;
- 3) If the Contractor repeatedly fails or becomes unable to perform the services under this Agreement as required herein; or
- If the Contractor (i) becomes insolvent in a bankruptcy sense; (ii) is generally not paying its debts as they become due, or within a reasonable time thereafter; (iii) suffers, voluntarily or involuntarily, the entry of an order by any court or governmental authority authorizing the appointment of or appointing of a custodian, receiver, trustee, or other officer with similar powers with respect to it or any portion of its property which remains undismissed for a period of ninety (90) days; (iv) suffers, voluntarily or involuntarily, with or without judicial or governmental authorization, any such custodian, receiver, trustee, or other officer with similar powers to take possession of any part of its property which third party remains in possession for an excess of ninety (90) days; (v) suffers, voluntarily or involuntarily, the filing of a petition respecting an assignment for the benefit of creditors which is not dismissed for a period of ninety (90) days; (vi) be dissolved; (vii) becomes the subject of any proceeding, suit, or action at law or in equity under or relating to any bankruptcy, reorganization or arrangement of debt, insolvency, readjustment of debt, receivership, liquidation, or dissolution law or statute or amendments thereto to be commenced by or against it or against any of its property which remains undismissed for a period of ninety (90) days; (viii) voluntarily suspends substantially all of its business operations; (ix) is merged with, acquired by, or otherwise absorbed by any individual, corporation, or other business entity or organization of any kind except for any individual corporation or other business entity or organization which is controlled by, controlling, or under common control with the Contractor; or (x) takes action for the purpose of any of the foregoing,
- B. Termination shall be effected by providing a written notice of termination (a "Notice"), signed by the City Manager or the Chief of Fire and Rescue (the "Fire Chief"), to the Contractor, which will state the extent and effective date of termination. For a termination for cause, the Notice will also state the manner in which the Contractor is in default and the cure period, if any. The Contractor will only be paid for services performed in accordance with the manner of performance set forth in this Agreement.
- C. The Contractor shall be paid its costs, including contract close-out costs, on work performed up to the time of termination. Upon receipt of a Notice, the Contractor shall:
- 1) Cease any further deliveries or work due under this Agreement, on the effective date and to the extent that is specified in the Notice.
- 2) Place no further orders with any subcontractors, except as may be necessary to perform that portion of this Agreement not subject to the termination.
- 3) Terminate all subcontracts except those made with respect to contract performance not subject to the termination.

- 4) Settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the City's Finance Director.
- 5) Use its best efforts to mitigate any damages which may be sustained by the Contractor as a consequence of termination under this section.
- 6) Account for any property in its possession belonging to the City and dispose of it in a manner as directed by the City.
- D. After complying with the provisions of subsection D above, the Contractor shall, no later than six (6) months after the effective date of the termination, submit to the City Manager or the Fire Chief a termination claim.
- E. The Contractor shall be liable to the City for all reasonable costs occasioned by the City in taking over the work and prosecuting it to completion following termination of this Agreement for cause. The Contractor shall make payment promptly upon demand by the City.
- F. The Contractor shall continue the performance of this Agreement to the extent not terminated under the provisions of this section.
- G. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

19. <u>DISPUTES; APPEALS</u>.

- A. Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which is not disposed of by this Agreement shall be decided by the Fire Chief. The decision of the Fire Chief shall be final and conclusive unless the Contractor submits to the City Manager a written and signed request for a hearing on the dispute no later than two (2) weeks following the date of such decision.
- B. If the City terminates this Agreement or any work or delivery required hereunder pursuant to the provisions of subsection 18A above, the Contractor may submit to the City Manager a written and signed request for a hearing on the termination no later than two (2) weeks following its receipt of the Notice.
- C. The City Manager shall hold a hearing on the dispute or termination within two (2) weeks following receipt of the request for a hearing from the Contractor. The Contractor will be afforded an opportunity to be heard by the City Manager and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Contractor will proceed diligently with the performance of this Agreement and in accordance with the City's decision. The decision of the City Manager shall not be arbitrary or unreasonable and will be made within thirty (30) days following the hearing.
- D. The Contractor shall not bring an action against the City, its officers, employees, or agents arising out of or relating to a dispute or termination before the decision has been issued by the City Manager. The City Manager's decision shall be final unless the Contractor brings an action against the City in a court of competent jurisdiction listed in Section 26 below within six (6) months following the City Manager's decision.

20. NONDISCRIMINATION.

A. During the performance of this Agreement:

- 1) 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.
- 2) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
- 3) Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section.
- B. The Contractor will include the provisions of the foregoing Subsection A in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

21. <u>DRUG-FREE WORKPLACE</u>.

- A. During the performance of this Agreement, 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.
- B. For the purposes of this section, "drug-free workplace" means a site for the performance of work done by the Contractor in connection with this Agreement, 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 this Agreement.

22. COMPLIANCE WITH FEDERAL IMMIGRATION LAW.

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

23. THIRD PARTY RIGHTS.

Nothing herein is intended to confer rights of any kind in any third party. No member, officer, or employee of the City shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

24. NOTICE.

Except for notice provided to the parties in accordance with the procedures established for requesting work set forth in the Scope of Services, notice and other correspondence provided for in or required by this Agreement shall be hand delivered or sent by overnight mail or certified U.S. mail to the City Manager or the Fire Chief at 100 Park Central Plaza, Manassas Park, Virginia 20111, via fax to (703) 335-0053, or via email to l.palko@manassasparkva.gov or j.soaper@manassasparkva.gov, as appropriate, and to the Contractor at the address, fax number, or email address designated on the Contractor's signature page of this Agreement. Such notice shall be deemed received (i) upon actual receipt, (ii) on the same day if hand-delivered or sent via facsimile, (iii) the following day if sent using overnight mail, or (iv) three days later if sent using certified U.S. mail.

25. <u>ATTORNEYS' FEES AND COSTS</u>.

If any legal action or proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorneys' fees and other costs incurred in such action or proceeding.

26. JURISDICTION AND VENUE.

- A. This Agreement has been and shall be construed as having been made and delivered within the Commonwealth of Virginia and shall be governed by laws of the Commonwealth of Virginia, both as to interpretation and performance.
- B. Any action of law, suit in equity, or judicial proceeding for the interpretation or enforcement of this Agreement or any provision thereof shall be instituted and maintained only in a court of competent jurisdiction in Prince William County, Virginia or the United States District Court for the Eastern District of Virginia, Alexandria Division.

27. SEVERABILITY; WAIVER.

- A. If, for any reason, any part, term, or provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid, void or unenforceable, the remaining parts, terms, and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be illegal, invalid, void or unenforceable.
- B. If any part, term, or provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid, void or unenforceable with respect to particular circumstances,

such part, term, or provision shall nevertheless remain in full force and effect in all other circumstances.

- C. If it should appear that any provision hereof is in conflict with any statutory provision of the Commonwealth of Virginia, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and this Agreement shall be deemed as having been modified to conform to such statutory provisions.
- D. One or more waivers by the City of any default shall not be deemed to be a waiver of any subsequent default. Waiver of any provision of this Agreement shall not be construed to be modification of the terms of this Agreement, unless stated to be such in writing, signed by the City's authorized representative. The forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of that or any other provision of this Agreement.

28. AMBIGUITY; MEANING OF "CITY".

- A. The Contractor acknowledges that it has been afforded the opportunity to have this Agreement reviewed by legal counsel and expressly agrees that any ambiguity herein shall be resolved in favor of the City.
- B. The term "City", as used in this Agreement, shall mean the person, board, commission, committee, or other sub-unit or official of the City having the legal obligation or right to act on behalf of the City, as the context may require.

29. MISCELLANEOUS.

- A. This Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination.
- B. Both parties recognize time is of the essence in the performance of the provisions of this Agreement.
- C. Headings and captions are provided in this Agreement for ease of reference only and shall not be used to construe or interpret any provision of this Agreement.
- D. Neither party shall be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action, other major environmental disturbances, or unusual weather conditions.
- E. 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. The delivery of an executed counterpart of this Agreement by fax or as a PDF or similar attachment to an email shall constitute effective delivery of such counterpart for all purposes with the same force and effect as the delivery of an original, executed counterpart.

{Signature pages follow}

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

CONTRACTOR:

PENN CARE, INC., a Virginia corporation
Address: 6338 Riverview DC King George VA 20483
Fax No.:
Email: Taylor Opennove.net Federal Tax ID No.: 34-1756819
Federal Tax ID No.: 34 - 175 6819
Virginia SCC ID No.:
By: Name: Jaylor lease Title:

ATTEST:

15

THE CITY OF MANASSAS PARK, a Virginia municipal corporation

y:

Laszlo Palko, City Manager

ATTEST:

Lana Conner, City Clerk

APPROVED AS TO FORM:

Dean H. Crowhurst, City Attorney

EXHIBIT A

THE PROPOSAL



Proposal

Date: 05/23/2023

End User: Manassas Park Fire Dept

Prepared for: Penn Care

For your consideration, the listed herein is valid for a period of no more than 60 days from the above date (unless listed otherwise). PennCare/FastLane is not responsible for price changes of good or products not directly manufactured by Penn Care/FastLane Emergency Vehicles. Only items below shall be considered "part of this proposal". As is all information you share with us, we ask that you and/or your organization please retain this information as confidential. Please review the following information. If all items are acceptable, please forward over a Purchase Order with your preferred payment terms option, as listed above. We look forward to doing business with you. Should you require any clarification or have any questions, please do not hesitate to reach out.

Attached Spec:

Description: The following proposal is for the Utility/ Brush Truck Conversion

Model – Item Description	Per Unit	Quantity	Amount
Q2492 Utility Modification/ Upfit per specification	\$33,963.00	1.00	\$33,963.00
Ford F 350 Single cab	\$52,896.40	1.00	\$52,896.00
Net Customer Total			\$86,869.00

Customer NET

Pricing Terms: Deposit/COD

Lead Time: 90-120 Days after receipt of order.

Submitted by: Chance Kimble

Thank you for this opportunity!

Please note, if PennCare/ FastLane is to supply the vehicle as part of this project, we can neither guarantee the model year nor pricing of the vehicle proposed. Recent events have caused both Ford and GM to cancel and reject chassis orders all together. PennCare/ FastLane will confirm model year and pricing once the order is submitted to the vehicle manufacturer and remain in continuous contact with the customer with and changes or updates.

DEALER APPROVAL TO PROCEED:	DATE:

PO TO FOLLOW



Proposal

DEALER APPROVAL TO PROCEED:		DATE:	
	PO TO FOLLOW		

VEHICLE BUILD SPECS

Details & Specification

Date: 6/7/2023

phone 540.338.0901 fax 540.338.0903

Job/Quote ID: Q2492

Client/Department Name:Manassas Park Fire Dept

Dealer: Penncare Rep: Chance Kimble

Conversion Up-fit of a 2023 Ford F-350 4x4 SD Single Cab SB SRW XL -

NOREBATES Which will be supplied by: Client

Chassis Specifications (if supplied by FastLane)

If indicated above and vehicle is supplied by FastLane, the following specifications shall be considered "included in contract" Only specifications listed herein shall be considered inclusive. FastLane shall not be responsible for chassis specifications outside this document.

The vehicle, a 2023 F-350 4x4 SD Single Cab SB SRW XL

ACCEPTANCE AS WRITTEN:

Client A	aent l	nitials	

VEHICLE BUILD SPECS

Details & Specification

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Job/Quote ID: Q2492

Client/Department Name: Manassas Park Fire Dept

Dealer: Penncare Rep: Chance Kimble

Conversion Up-fit of a 2023 Ford F-350 4x4 SD Single Cab SB SRW XL -

NOREBATES Which will be supplied by: Client

Conversion/Up-Fit General Specifications

WIRING

Wiring to be automotive type meeting or exceeding SAE J1128-GXL rated for minimum of +125 degrees centigrade. All wiring to be stamped with permanent, indelible marking describing plain word function not less than 6 inches apart for the entire length of the wire. Each run to be rated for 125% the specified ampacity of the connected load. All wires to be run in split corrugated, nylon loom with minimum temperature rating of +115 degrees Centigrade. Loomed harnesses to be wire tied to frame and chassis not greater than 16 inches apart. All high voltage lines such as strobe cables and harnesses to be shielded and in independent harness from all other wires. All pass through holes cut in body of vehicle where wire harnesses travel to have standard Heyco style bushings to protect from chaffing. All holes that pass to exterior of body to have approved sealing compound to seal wires from weather.

CONNECTIONS & TERMINATIONS

All connections made within the body, away from possible weather to be standard crimp style terminals with nylon insulation. Terminals must be crimped with approved tool specific to connector being used. All exterior or engine compartment connections (made on outside vehicle cabin) to be either heat shrink crimp style or Deutsch style, sealed connector and must protect against moisture, dirt and dust, minimum rating of -40 to 120 degrees Centigrade. All ground connections made on chassis frame or body on remote appliances to utilize star (toothed) ring terminal and be coated from weather and corrosion with silicon or approved sealant. Interface to OEM wiring shall be done in accordance with body builder and up-fitter specifications. Where possible any connection to OEM wiring shall use a tee style no-cut harness or shall be soldered into place using standard no-clean flux solder. This soldered connection shall then be covered in a dual wall, polyolefin, sealant lined heat-shrink tubing and heated into place with heat gun or portable torch. Under no circumstances shall fuse taps or crimp tee-taps be used to interface with OEM wiring.

MOUNTING OF EQUIPMENT

All FastLane added equipment to be mounted in accordance to manufacturers specifications. All interior cab items to be mounted with airbag safety standards followed. Modifications to the OEM frame assembly or suspension systems are prohibited. Any modification to bumper systems must be done such that not more than 10% of the entire surface area of the bumper assembly is breeched or modified. All cuts made to any chassis or body panel must be sealed with self-galvanizing, anti rust sealer prior to equipment being mounted. All exterior hardware including screws and fasteners to be minimum of 18-8 stainless steel. All exterior lighting and thru-body equipment shall be fastened to the sheet metal of the vehicle using approved riv-nut fasteners, allowing the use of machine thread screws. The use of sheet metal screws directly into the body skin is prohibited.

POWER DISTRIBUTION (noise free power)

The main FastLane power feed is rated for 200% of total expected ampacity of the carried load. One large gauge cable run from vehicle's battery bank must be circuit protected within a minimum distance of 24 inches from power source (battery) and have the ability to be disconnected by user quickly in the event of emergency or maintenance. This protected power feed will power all FastLane added appliances and warning systems. Specified, lug style power studs will be located in vehicle console and rear cabinet (if specified) to provided clean, capable power. Additionally main ground studs shall be placed in the front console and rear cabinet (if specified) for clean, noise free central grounding of all equipment. These ground cables shall be of matching size to main power feed and be bolted to frame rails using stainless steel fasteners and coated with approved sealing compound.

ACCEPTANCE AS WRITTEN:

Sales Agent Initials.	-
Client Agent Initials:	

VEHICLE BUILD SPECS

Details & Specification

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phone 540.338.0901 fax 540.338.0903

Job/Quote ID: Q2492

Client/Department Name:Manassas Park Fire Dept

Dealer: Penncare Rep: Chance Kimble

Conversion Up-fit of a 2023 Ford F-350 4x4 SD Single Cab SB SRW XL -

NOREBATES Which will be supplied by: Client

Lightbars & Roof Lighting

As it is necessary to make an opening in the vehicle roof for lightbar cable(s) to be routed, proper and effective sealing of these hole(s) is of paramount importance. All wire holes through the vehicle roof will be protected with self-sealing, waterproof, hole-grommets when clearance is available (otherwise FastLane shall seal the hole using standard pliable "duct" seal agent).

FASTLANE SHALL SUPPLY/INSTALL THE FOLLOWING ITEMS:

None

ACCEPTANCE AS WRITTEN:

Client Agent Initials:	

VEHICLE BUILD SPECS

Details & Specification

Date: 6/7/2023

phone 540.338.0901 fax 540.338.0903

Job/Quote ID: Q2492

Client/Department Name: Manassas Park Fire Dept

Dealer: Penncare Rep: Chance Kimble

Conversion Up-fit of a 2023 Ford F-350 4x4 SD Single Cab SB SRW XL -

NOREBATES Which will be supplied by: Client

Emergency Lighting & Signal

All strobe cable terminations will be made in accordance with the original manufacturer's recommendations, and will be performed using appropriate, proprietary tooling. Further, all connections between fixtures and cabling will be made with Packard-brand weatherproof connectors wherever the likelihood of extensive exposure to the elements exists. Finally, all strobe cable terminations at the power supply(s) are to be clearly marked to identify their destination. Recognizing that a proper functioning reverse alarm is of tremendous safety importance, said alarm is to be engineered to function irrespective of whether the FastLane electrical system is on and functioning.

FASTLANE SHALL SUPPLY/INSTALL THE FOLLOWING ITEMS:

Quantity: 2 Manufacturer: SOUNDOFF Model: EMPS1000Y-5

Description: 3 Inch mpower Fascia with Quick Mount, Black Housing, RED/AMB/WHT (Specify Color and Function)

Mounting Location: Grill - Built-In Switching/Routing: Front Switch Panel

Special Note:

Quantity: 2 Manufacturer: SOUNDOFF Model: EMPS2001D-5

Description: 4 Inch mpower Fascia with Quick Mount, Black Housing, RED/AMB/WHT (Specify Color and Function)

Mounting Location: Bumper, Rear - Built-In Switching/Routing: Front Switch Panel

Special Note: Flash RED/AMBER in emergency mode and burn white STEADY in reverse or flood mode.

Quantity: 2 Manufacturer: SOUNDOFF Model: EMPS2001D-5

Description: 4 Inch mpower Fascia with Quick Mount, Black Housing, RED/AMB/WHT (Specify Color and Function)

Mounting Location: Fenders (Both) - Front Center Over Wheel Switching/Routing: Front Switch Panel

Special Note:

Quantity: 2 Manufacturer: SOUNDOFF Model: EMPS2001D-5

Description: 4 Inch mpower Fascia with Quick Mount, Black Housing, RED/AMB/WHT (Specify Color and Function)

Mounting Location: Fenders (Both) - Front Center Over Wheel Switching/Routing: Front Switch Panel

Special Note:

ACCEPTANCE AS WRITTEN:

Sales A	Agent	Initials	·

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FastLane Emergency Vehicles

VEHICLE BUILD SPECS

Details & Specification

Date: 6/7/2023

37241 E Richardson Lane - Purcellville, VA 20132 phone 540.338.0901 fax 540.338.0903

Job/Quote ID: Q2492

Client/Department Name:Manassas Park Fire Dept

Dealer: Penncare Rep: Chance Kimble

Conversion Up-fit of a 2023 Ford F-350 4x4 SD Single Cab SB SRW XL -

NOREBATES Which will be supplied by: Client

Quantity: 2 Manufacturer: SOUNDOFF Model: EMPS2001D-5

Description: 4 Inch mpower Fascia with Quick Mount, Black Housing, RED/AMB/WHT (Specify Color and Function)

Mounting Location: Tailgate Switching/Routing: Front Switch Panel

Special Note: Flash RED/AMBER in emergency mode and burn WHITE steady in reverse and flood mode.

Quantity: 2 Manufacturer: SOUNDOFF Model: EMPS2001P-5

Description: 4 Inch mpower Fascia with Stud Mount, Black Housing, RED/AMB/WHT (Specify Color and Function)

Mounting Location: Liftgate Inner Glass Switching/Routing: Front Switch Panel

Special Note: Mount in rear cab glass, facing rearward in the upper most outter corners.

Quantity: 1 Manufacturer: SOUNDOFF Model: ENFWBF(12LED)

Description: nFORCE 6 Module Interior Lightbar, Full or Split, 12 LEDs - Dual Color Mounting Location: Windshield (top visor area) Switching/Routing: Front Switch Panel

Special Note:

Quantity: 2 Manufacturer: SOUNDOFF Model: PMP2WSSSB

Description: mPower Window Shroud Kit for 4 Inch Light w/ Stud Mount - Black

Mounting Location: *SEE NOTES BELOW Switching/Routing: *STD

Special Note: For rear inner glass LEDs

Quantity: 1 Manufacturer: WHELEN Model: 295SL101

Description: Hands Free Full Function Siren (2-100W) w/ Detachable Mic Mounting Location: Console, Faceplate Switching/Routing: Ignition

Special Note:

Quantity: 1 Manufacturer: WHELEN Model: SA315P

Description: Compact 100W Poly Siren Speaker

Mounting Location: Bumper, Front - Behind Switching/Routing: to Console

Special Note:

ACCEPTANCE AS WRITTEN:

Sales Agent Initials:	Sale	es A	\gent	Initia	ls:
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VEHICLE BUILD SPECS

Details & Specification

Date: 6/7/2023

phone 540.338.0901 fax 540.338.0903

Job/Quote ID: Q2492

Client/Department Name:Manassas Park Fire Dept

Dealer: Penncare Rep: Chance Kimble

Conversion Up-fit of a 2023 Ford F-350 4x4 SD Single Cab SB SRW XL -

NOREBATES Which will be supplied by: Client

Quantity: 1 Manufacturer: WHELEN Model: SAK61P Description: SA-315 Bumper Mount Kit FSD Passenger Side

Mounting Location: Bumper, Front - Behind Switching/Routing: *STD

Special Note: Mount for SA315P

ACCEPTANCE AS WRITTEN:

By Placing your initials in the space to the right as an authorized representative for Client/Department do attest to the accuracy of the information listed on this page, and confirm acceptance of the information as written.

Sales Agent Initials:

Client Agent Initials:____

VEHICLE BUILD SPECS

Details & Specification

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phone 540.338.0901 fax 540.338.0903

Job/Quote ID: Q2492

Client/Department Name:Manassas Park Fire Dept

Dealer: Penncare Rep: Chance Kimble

Conversion Up-fit of a 2023 Ford F-350 4x4 SD Single Cab SB SRW XL -

NOREBATES Which will be supplied by: Client

Interior Items & Work Lighting

All interior items are to be mounted in approved brackets or straps and are to be secure in mounting method. Any items mounted in the cab of the vehicle are to be mounted such that they do not interfere with the normal function of the driver or driver's airbag and SRS system. Any swing arm devices mounted in the passenger area shall be delivered in the position that will not interfere with the passenger airbag system (if so equipped). It is the responsibility of the user to ensure that these devices are not adjusted, stored or moved into the path of said SRS systems.

FASTLANE SHALL SUPPLY/INSTALL THE FOLLOWING ITEMS:

Quantity: 1 Manufacturer: Tecniq Model: E13-LS0R-1 Description: Silho-X 2.75 Round Neutral White/Red LED Map Light

Mounting Location: Headliner - Front Switching/Routing: Front Switch Panel

Special Note:

Quantity: 4 Manufacturer: Tecniq Model: E45-0B03-1 Description: Black Parallel Mount Screw Clip Qty 2

Mounting Location: *SEE NOTES BELOW Switching/Routing: *STD

Special Note:

Quantity: 4 Manufacturer: Tecniq Model: E45-W050-1

Description: 15 LED 25 Aluminum Extrusion Lamp, White with Black Housing

Mounting Location: *SEE NOTES BELOW Switching/Routing: *STD

Special Note: One each topside compartment.

ACCEPTANCE AS WRITTEN:

Sales Agent Initials:	s:
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VEHICLE BUILD SPECS

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Dealer: Penncare Rep: Chance Kimble

Conversion Up-fit of a 2023 Ford F-350 4x4 SD Single Cab SB SRW XL -

NOREBATES Which will be supplied by: Client

Communications

The following equipment shall be installed per any and all manufacturer's recommendation. Power (12V+) supplied to this equipment shall run straight to the battery (or utilize the main FastLane noise free feed) of the vehicle on a minimum of #6 gauge cable to minimize noise. All grounds shall be common and run to chassis frame using a minimum of #6 gauge cable to minimize noise. All weather-exposed connections must be coated to prevent corrosion. Any auxiliary speakers specified by below must be installed and have power and resistance ratings matching those of the speaker outputs on the equipment. Any cable runs to these speakers longer than 24" must utilize a minimum of 18 Ga., shielded, approved speaker cable.

All listed radio equipment to be tested and operate within manufacturer's specifications prior to delivery of the vehicle described herein. The radios must be noise free (less than 10dB of spurious noise per unit) and be functional upon delivery (please note that it may not be possible to test all aspects of transmission and reception on Client's system. FastLane shall not be responsible for defects or damage to customer supplied radio equipment prior to possession by FastLane. All equipment shall be provided to FastLane, free from defects, programmed and in good working order. FastLane does not have the capability to program all makes and models of radios, therefore it shall not be the responsibility of FastLane to insure proper function of the radio systems if any radios are supplied in an un-programmed state. Further, some systems require a home signal in order to function and therefore cannot be 100% tested at the FastLane facility).

FASTLANE SHALL SUPPLY/INSTALL THE FOLLOWING ITEMS:

Quantity: 2 Manufacturer: - Model: CSANT Description: Installation of Customer Supplied Antenna

Mounting Location: *SEE NOTES BELOW Specified Frequency: *No Freq. Specified

Switching/Routing: to Console

Special Note: Antennae to support APX radio (one freq and one GPS)

Quantity: 1 Manufacturer: - Model: CSRADIO Description: Cust. Supplied Radio/Two-Way

Mounting Location: Console, Faceplate Specified Frequency: 800-900 Mhz

Switching/Routing: Ignition

Special Note:

ACCEPTANCE AS WRITTEN:

Sales	Agent	Initia	ls:	
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VEHICLE BUILD SPECS

Sales Agent Initials:

Client Agent Initials:___

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Dealer: Penncare Rep: Chance Kimble

Conversion Up-fit of a 2023 Ford F-350 4x4 SD Single Cab SB SRW XL -

NOREBATES Which will be supplied by: Client

Console

FastLane will provide and install a custom front console to house all necessary switching, signaling and communications controls, as well as cup holders, map books and 12-volt power-points, as specified below. The primary console construction, if fabricated by FastLane (sides, front, rear), shall be of cabinet grade " lumber core or veneer core ply material, covered in coordinating, finish as indicated below. Where map book or other slots are provided, these spaces shall also feature automotive carpeting. Whenever functions of the OEM installation are interrupted by the console such as rear radio, HVAC controls and ducting, these features shall be reintegrated into the new console (where possible). Installation of console includes mounting of all equipment listed herein for control and use by driver and passenger. FastLane reserves the right for production changes that require adjusting console appliance locations to fit according to size and use. Any mic clips will be shipped loose for installation by dealer or at time of delivery. Consoles are fastened to vehicle chassis using threaded fasteners to floor. A dashboard support may be added for stability if needed. The face surface (top) of all front consoles shall be constructed of .090 aluminum sheet(s). These faceplates will be cut to size using CNC techniques. All holes necessary in the faceplate (radios, switching, etc) will be die-cut to a maximum allowable tolerance of +/- 0.05" through the aluminum. Gaps around mounted appliances will not be tolerated and shall be deemed unacceptable. The finished product will feature rounded edges and corners to prevent injury to people or equipment. These faceplates shall be finished with a black polyester powder-coat finish, producing a textured/wrinkle, scratch resistant coating.

TYPE OF CONSOLE FastLane Contoured ⋈ FastLane Box Style None/Non-FastLane □ **CONSOLE FINISH** Exterior Coating: Polybuild Coating **CONSOLE OPTIONS/PARTS** Included in console selected above (or in lieu of console if None Selected), FastLane shall install the following options/parts: Quantity: 2 - - ARMREST-MAH Description: Console Armrest, Multiple Height Adjustment, Swing Away Special Note: Quantity: 1 - - MAPSLOT Description: Open Map Storage (one per divider) Special Note: **ACCEPTANCE AS WRITTEN:**

By Placing your initials in the space to the right as an authorized representative for Client/Department do attest to

the accuracy of the information listed on this page, and confirm acceptance of the information as written.

VEHICLE BUILD SPECS

Details & Specification

Date: 6/7/2023

phone 540.338.0901 fax 540.338.0903

Client/Department Name:Manassas Park Fire Dept

Dealer: Penncare Rep: Chance Kimble

Job/Quote ID: Q2492

Conversion Up-fit of a 2023 Ford F-350 4x4 SD Single Cab SB SRW XL -

NOREBATES Which will be supplied by: Client

Quantity: 2 BECKSON - CUPHOLDER

Description: Cup Holder Oversized Marine Style

Special Note:

Quantity: 1 BLUE SEA SYSTEMS - DUSB-FAST Description: Fast charge Dual USB Charger, 4.8A (total)

Special Note:

Quantity: 1 MARINCO - 12VPP00

Description: 12V Power Point Receptacle Cigarette Lighter Style

Special Note:

ACCEPTANCE AS WRITTEN:

Sales	Agent	Initials:	

Client	Agent	Initials:	
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VEHICLE BUILD SPECS

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Dealer: Penncare Rep: Chance Kimble

Conversion Up-fit of a 2023 Ford F-350 4x4 SD Single Cab SB SRW XL -

NOREBATES Which will be supplied by: Client

This Vehicle Shall NOT Have a FastLane Rear Cabinet.

Rear Cabinetry

Please refer to any FastLane supplied construction drawings for better illustration. However, the specifications within this document shall always supercede any illustrations, depictions or references made by any drawing, design or sketch. Equipment or installation of equipment not listed herein shall be considered for illustrative purposes only and not part of contract.

ACCEPTANCE AS WRITTEN:

Client	Agent	Initials	

VEHICLE BUILD SPECS

Details & Specification

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phone 540.338.0901 fax 540.338.0903

Job/Quote ID: Q2492

Client/Department Name: Manassas Park Fire Dept

Dealer: Penncare Rep: Chance Kimble

Conversion Up-fit of a 2023 Ford F-350 4x4 SD Single Cab SB SRW XL -

NOREBATES Which will be supplied by: Client

Graphics - Lettering

FastLane shall utilize only premium cast vinyl with a minimum life rating of 3 years outdoor durability on printed and gradient materials and a minimum of 5-years outdoor durability on all other lettering and striping materials. All efforts shall be made to avoid any bubbles or contaminants in the vinyl field, however small visual imperfections in vinyl are common. While a blemish free application is desired, any blemishes that cannot be seen with the naked eye by a reasonable witness from a distance of not less than three (3) feet shall be deemed acceptable and deliverable. In an effort to conform stiff materials such as reflective vinyl around complex curves, it may be necessary to perform "slack folds" inside door jambs and behind lighting fixtures, this practice shall be performed as little as possible, however some wrinkling in the vinyl may exist in these areas.

FASTLANE SHALL SUPPLY/INSTALL THE FOLLOWING ITEMS:

Letters to read: XX XXX

Quantity: 2 /Material: 3M Scotchlite 680 /Letter Size: 4 (inches) /Location: Front Fenders Font: Match Existing /Color: GOLD /Outline Color: WHITE /Shadow Color: BLACK

Special Note: Need customer desingator.

Letters to read: MANASSAS PARK

Quantity: 2 /Material: 3M Scotchlite 680 /Letter Size: 4 (inches) /Location: Front Doors Font: Match Existing /Color: GOLD /Outline Color: WHITE /Shadow Color: BLACK

Special Note:

Letters to read: FIRE RESCUE

Quantity: 2 /Material: 3M Scotchlite 680 /Letter Size: 4 (inches) /Location: Front Doors Font: Match Existing /Color: GOLD /Outline Color: WHITE /Shadow Color: BLACK

Special Note:

ACCEPTANCE AS WRITTEN:

Sales A	∖gent	Initials:	

VEHICLE BUILD SPECS

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Conversion Up-fit of a 2023 Ford F-350 4x4 SD Single Cab SB SRW XL -

NOREBATES Which will be supplied by: Client

Graphics - Striping

FastLane shall utilize only premium cast vinyl with a minimum life rating of 3 years outdoor durability on printed and gradient materials and a minimum of 5-years outdoor durability on all other lettering and striping materials. All efforts shall be made to avoid any bubbles or contaminants in the vinyl field, however small visual imperfections in vinyl are common. While a blemish free application is desired, any blemishes that cannot be seen with the naked eye by a reasonable witness from a distance of not less than three (3) feet shall be deemed acceptable and deliverable. In an effort to conform stiff materials such as reflective vinyl around complex curves, it may be necessary to perform "slack folds" inside door jambs and behind lighting fixtures, this practice shall be performed as little as possible, however some wrinkling in the vinyl may exist in these areas.

FASTLANE SHALL SUPPLY/INSTALL THE FOLLOWING ITEMS:

Quantity: 1 - 5 inch - Beltline Horizontal

Location: Cab Sides and Body Rails /Material: 3M Scotchlite 680

Color: WHITE

Add a 1 inch Double WHITE pinstripe to the main stripe above with the following specifications:

Material: 3M Scotchlite 680 Pinstripe Location: edges of main stripe with a 0.5 inch paint gap separation.

Special Note: Stripe on Body Rails will fit height of rail, may be less than 5 inches

ACCEPTANCE AS WRITTEN:

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Client Agent Initials:	:

VEHICLE BUILD SPECS

Details & Specification

Date: 6/7/2023

phone 540.338.0901 fax 540.338.0903

Job/Quote ID: Q2492

Client/Department Name: Manassas Park Fire Dept

Dealer: Penncare Rep: Chance Kimble

Conversion Up-fit of a 2023 Ford F-350 4x4 SD Single Cab SB SRW XL -

NOREBATES Which will be supplied by: Client

Exterior Accessories

All exterior accessories shall be matched to vehicle make and model and installed following manufacturer recommendations and instructions. By no means shall the original vehicle be modified (structurally) in order to install the equipment listed on this page.

FASTLANE SHALL SUPPLY/INSTALL THE FOLLOWING ITEMS:

Quantity: 1 Manufacturer: - Model: ALLOWPLOWFAB

Description: Allowance for Plow and Bumper Connection Fab Work (\$2000)

Mounting Location: Allowance for fab work needed.

Special Note:

Quantity: 1 Manufacturer: - Model: CSPLOW Description: Installation of Customer Supplied Plow

Mounting Location: Front Bumper

Special Note: Need model and specs on plow.

Quantity: 1 Manufacturer: - Model: CSSKIDCC

Description: Installation of Customer Supplied SKID Unit with Compartment Boxes

Mounting Location: Rear Flat Bed

Special Note: Need to confirm details of skid unit

Quantity: 1 Manufacturer: - Model: TINT-CAB

Description: Tint All 4 (four) Cab Side Windows, Pick-up or SUV (specify %)

Mounting Location:

Special Note:

Quantity: 1 Manufacturer: UWS Model: TBTS-90

Description: Brite Aluminum Diamondette 90 X 13 X 17 TOPSIDER BOX

Mounting Location: Driver Side Top Bed Rail

Special Note:

ACCEPTANCE AS WRITTEN:

Sales Agent Initials:	
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VEHICLE BUILD SPECS

Details & Specification

Date: 6/7/2023

phone 540.338.0901 fax 540.338.0903

Job/Quote ID: Q2492

Client/Department Name:Manassas Park Fire Dept

Dealer: Penncare Rep: Chance Kimble

Conversion Up-fit of a 2023 Ford F-350 4x4 SD Single Cab SB SRW XL -

NOREBATES Which will be supplied by: Client

Electrical Control Center & Summary

This section shall outline the total loads added in previous sections as well as list all control, distribution, electrical upgrades and management devices. The FastPLEX Multiplexed Electrical System is an advanced CAN BUS based control system specifically engineered for FastLane to provide reliability, vehicle specific function and control for this type of conversion. FastPLEX features J-1939 CAN BUS communications, scalable control modules, solid-state switching of ALL loads, integrated flasher and specialized functions, primary touch screen message display center for operator interface, audible prompts. All functions are fully programmable via laptop computer. The actual distribution of power occurs using solid-state module(s) which are standard and interchangeable with other like conversions produced by FastLane. FastPLEX features built-in load management and control and provides system status feedback to the user via a full color 4.3-inch touch screen located in view of the driver. Real time switch feedback tells the user the status of each output during automatic operation. FastPLEX features guick start for all "eMaster" switched circuits allowing soft start turn on prolonging charging systems and extended load life. All loads are protected using solid-state circuit protection. This system shall interface with the OEM circuitry via a no-load interface. This module shall sense all OEM functions via computer signal and relay that information on the CAN BUS network for use by any module via programmable function. The front touch screen panel is unitized, modular and communicates with all modules via CAN BUS communications on two wires running a redundant loop. This control panel is a common part found in all conversions produced by FastLane, such that it could be interchanged with a panel from a similar vehicle. This touch screen panel features full color display with vehicle icon feed back of system status, CAN BUS communications and is fully progammable for easy screen reconfiguration in the future. The touch screen is fully IP67 compliant and is fully weather resistant. Every FastPLEX system includes one front touch screen display (FP3820) and one main control module (FP2306) yielding 16 inputs and 28 solid state outputs. Additional modules provided if specified below.

ELECTRICAL LOAD SUMMARY

Vehicle OEM Alternator: 410 Total Amperage Added: 40 Reserve Amps: 370 Percentage Reserve: 91%

Note: If percentage reserve is less than 25%, FastLane highly recommends the addition of further electrical conditioning devices including a high-idle and/or upgraded alternator.

Quantity: 1 Manufacturer: - Model: ELECREAR

Description: Rear Electrical Compartment (for builds without rear cabinet)
Mounting Location: *SEE NOTES BELOW Switching/Routing: *STD

Special Note: Under rear bench seat

ACCEPTANCE AS WRITTEN:

By Placing your initials in the space to the right as an authorized representative for Client/Department do attest to the accuracy of the information listed on this page, and confirm acceptance of the information as written.

Sales Agent Initials:

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Client Agent Initials:___