



TO: Mayor Linda Gorton  
FROM: Jason G. Wells, Fire Chief  
DATE: March 11, 2025  
SUBJECT: Contract amendment with Atlantic Emergency Solutions

---

The Division of Fire and Emergency Services requests authorization to amend the original contract with Atlantic Emergency Solutions for \$1,151,768.00 to \$1,421,099.11, an increase of \$269,331.11. This is change order #1. The amendment has been reviewed and approved by the LFUCG law department

Why are you requesting? This contract contains details for the refurbishment of an LFUCG-owned Ladder fire apparatus.

Department needs this action completed because: During the refurbishment, additional non-negotiable repairs were identified, resulting in increased costs.

What is the cost in this budget year and future budget years?

The cost for this FY is: \$269,331.11

The cost for future FY is: N/A

Are the funds budgeted? Yes

File Number:

If a contract, please indicate the cancelation clause: In the event that Customer cancels its order or otherwise breaches this Agreement by reason of non-payment or otherwise prior to delivery, Atlantic shall be permitted to retain possession and ownership of the Apparatus and shall not be obligated to deliver same to Customer. In addition, Atlantic and Customer agree that if such Customer breach were to occur, it would be difficult to determine actual damages to Atlantic. Customer acknowledges and agrees that: 1) the Apparatus is a unique and highly customized vehicle, made specifically for Customer; 2) Atlantic has invested a significant effort and incurred significant expense in the design and engineering of the Apparatus for Customer; and 3) due to its unique and customized nature, resale of the Apparatus will be difficult to a third-party without a significant loss to Atlantic. As a result, Atlantic and Customer agree that Thirty Percent (30%) of the Purchase Price is a reasonable estimate of the damages that would be incurred by Atlantic if a breach occurred in the future and shall be due and



payable to Atlantic by Customer in the case of such a breach. Customer and Atlantic agree that this amount of liquidated damages is fair and reasonable and would not constitute a penalty to Customer. In the event of non-payment by Customer subsequent to delivery, Atlantic may recover full possession of the Apparatus by any lawful means and shall be entitled to any additional damages sustained by *Atlantic as a result of any diminution of value of the Apparatus resulting from use or damage thereto* to the extent that such damages exceed the liquidated damages above. Atlantic shall have and retain a purchase money security interest in the Apparatus to secure payment of the Purchase Price and all other sums owed by Customer to Atlantic. In the event of nonpayment by Customer of any debt, obligation or liability now or hereafter incurred or owing by Customer to Atlantic, Atlantic shall have and may exercise all rights and remedies of a secured party under the Uniform Commercial Code Secured Transactions (UCC) provisions as adopted by the Commonwealth of Virginia. In addition, Atlantic shall be entitled to recovery from Customer all of Atlantic's reasonable attorneys' fees and all costs of collection resulting from non-payment or other non-performance hereunder by Customer.

Director/Commissioner: Wells/Armstrong

