



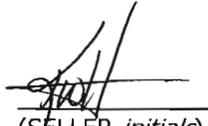
Town of Nags Head

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Nags Head, North Carolina 27959
Telephone 252-441-5508
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NORTH CAROLINA
DARE COUNTY

PURCHASE ORDER # 13-02130

**THIS CONTRACT IS NOT VALID WITHOUT THE REQUIRED ACCOMPANYING/
CORRESPONDING PURCHASE ORDER**


(SELLER initials)

THIS CONTRACT is made and entered into this the 6th day of March 2013, by and between the TOWN OF NAGS HEAD, a public body corporate of the State of North Carolina, (hereinafter referred to as "the TOWN") party of the first part and Carolina Environmental Systems, Inc., 2750 Hwy 66 South, Kernersville, NC 27284 (hereinafter referred to as "SELLER"), party of the second part.

1. ITEMS TO BE PROVIDED AND AGREED CHARGES

SELLER hereby agrees as follows:

To furnish one (1) New 2013 Roll-off Galbreath Freightliner 114SD Model UR-OR-174, as per the Contractor's bid dated February 19, 2013 (copy attached) to The Town of Nags Head, with all equipment included in the bid packet (training, inspections, etc (collectively, the "Equipment"). Warranty as follows, Truck Chassis- (12) Months, engine- (24) Months, Roll Off Hoist Main Frame- Limited Lifetime, Hydraulic Pump and Cylinders- (24) Months, Hoist Body- (12) months. The total price of this contract is \$141,756.00 (one hundred forty-one thousand seven hundred fifty-six dollars and no cents).

It is mutually agreed by and between the TOWN and SELLER that SELLER will provide the equipment required under this contract no later than July 4, 2013 with time being of the essence. If SELLER fails to meet this deadline, the TOWN will be damaged thereby, and because the amount of the TOWN's damages, inclusive of expenses for inspection, superintendence and necessary traveling expenses is difficult if not impossible to definitely ascertain and prove, it is hereby agreed that the amount of such damages shall be \$500.00 as liquidated damages for every day's delay in furnishing the Equipment beyond the deadline prescribed; and the SELLER hereby agrees that said sum shall be deducted from monies due the SELLER under the contract or, if no money is due the SELLER hereby agrees to pay to the TOWN as liquidated damages, and not by way of penalty, such total sum as shall be due for such delay computed aforesaid.

2. WARRANTIES

The Town agrees to take delivery of the equipment at TOWN's place of business, but shall not be deemed to have accepted the Equipment until the Town has had a reasonable opportunity to inspect and operate the Equipment. SELLER hereby expressly warrants and represents that the Equipment provided shall be as represented to the Town and shall conform to the description given to the Town; shall be fit for the Town's use and purposes; shall meet the Town's needs and requirements for such equipment; and shall be merchantable. SELLER further represents that it has full right and title to the Equipment and there are no restrictions or limitations on SELLER's right to transfer title and ownership to the Equipment to the Town. SELLER shall be responsible for all repair and replacement as necessary in order for the Equipment to be as warranted.

3. TERM OF CONTRACT

The term of this CONTRACT for EQUIPMENT is from March 6th, 2013 to July 15th, 2013.

Notwithstanding provisions of this Section 3 to the contrary, the following shall survive the termination of this CONTRACT: any provision in Section 1 regarding liquidated damages; any warranty provided with regard to the Equipment; the provisions of Section 2; the provisions of Section 6 regarding indemnity; and the provisions of Section 9.

4. PAYMENT TO SELLER

The TOWN agrees to pay the price specified for the Equipment in accordance with this contract. Unless otherwise specified, the SELLER shall submit an itemized invoice to the TOWN within thirty (30) days from the Town's receipt of the Equipment. Payment will be processed promptly upon receipt and approval by the TOWN of the invoice.

5. INDEPENDENT CONTRACTOR

Both the TOWN and the SELLER agree that the SELLER shall act as an independent contractor and shall not represent itself as an agent or employee of the TOWN for any purpose in the performance of the SELLER'S duties under this contract. Accordingly, the SELLER shall be responsible for payment of all Federal, State and local taxes arising out of the SELLER'S activities in accordance with this contract, including by way of illustration but not limitation, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, and any other taxes or business license fees as required.

In performing its obligations under this CONTRACT, the SELLER is acting as an independent contractor and shall perform its obligations under this CONTRACT in accordance with currently approved methods and practice in the SELLER'S professional capacity and in accordance with the standards of applicable professional organizations and licensing agencies.

6. INSURANCE AND INDEMNITY

The SELLER shall indemnify and save harmless the TOWN, its agents and employees from and against all actions, liability, claims, suits, damages, cost or expenses of any kind which may be brought or made against the TOWN or which the TOWN must pay and incur by reason of or in any manner resulting from injury, loss or damage to persons or property resulting from negligent performance of or failure to perform any of its obligations under the terms of this CONTRACT.

The SELLER shall be fully responsible to the TOWN for the acts and omissions of its sub-contractors and of persons either directly or indirectly employed by it, as the SELLER is for the acts and omissions of persons directly employed by it.

In addition, the SELLER shall comply with the North Carolina Worker's Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act. In the event the SELLER is excluded from the requirements of such Act and does not voluntarily carry workers' compensation coverage, the SELLER shall carry or cause its employees to carry adequate medical/accident insurance to cover any injuries sustained by its employees or agents during the performance of its obligations under this CONTRACT.

The SELLER agrees to furnish the TOWN proof of compliance with said Act or adequate medical/accident insurance coverage upon request.

The SELLER upon request by the TOWN shall furnish a Certificate of Insurance from an insurance company, licensed to do business in the State of North Carolina and acceptable to the TOWN verifying the existence of any insurance coverage required by the TOWN prior to execution of this contract. The Certificate will provide for sixty (60) days advance notice in the event of termination or cancellation of coverage.

7. HEALTH AND SAFETY

The SELLER shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The SELLER shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees from the work and other persons who may be affected thereby.

8. NON-DISCRIMINATION IN EMPLOYMENT

The SELLER shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, or national origin. The SELLER shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, sex, race, creed, or national origin. In the event the SELLER is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Contract may be cancelled, terminated or suspended in whole or in part by the TOWN, and the SELLER may be declared ineligible for further contracts.

9. GOVERNING LAW

This contract shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this contract shall be brought in the General Court of Justice of the State of North Carolina or in the Federal District Court for the Eastern District of North Carolina, and the parties hereby submit to venue in and the personal jurisdiction of the said Courts.

10. OTHER PROVISIONS

This Contract is subject to such additional provisions as are set forth in any addendum executed separately by each party and attached hereto.

11. CONTRACT DOCUMENTS/AMENDMENTS

This document together with the purchase order and any attached exhibits constitutes the entire Contract between the said two parties and may only be modified by a written mutual agreement signed by the parties and attached hereto. In the event of any conflict between this contract and any attached documents, the contract language will prevail.

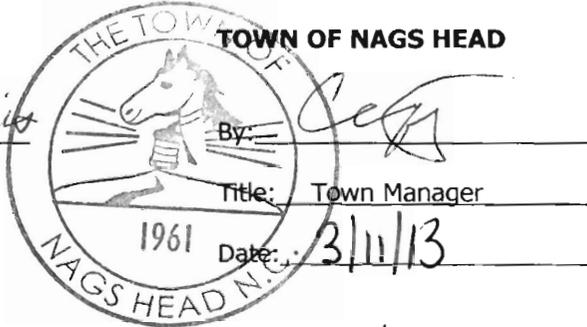
This Contract is contingent upon Board Approval 3-6-13.

12. SIGNATURES

Both the TOWN and the SELLER agree to the above contract.

Witnessed or Attested By:

Carolyn P. Morris



[Signature]

Corporate Seal:

SELLER

By: *[Signature]*

Printed Name: Karen Holder

Title: Marketing + Ops Mgr

Date: 3-6-13

"This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act."

[Signature] 3/11/13
Finance Officer

APPROVED AS TO FORM AND LEGAL SUFFICIENCY.

[Signature]
TOWN ATTORNEY



TOWN OF NAGS HEAD

Public Works Department

Sanitation Division

P.O. Box 99

Nags Head, North Carolina 27959-0099

Telephone (252) 441-1123 FAX (252) 441-3350

*CES
#1
\$141,756.00*

New 2013 Roll off Truck

INVITATION FOR FORMAL BIDS

The public will take notice that in accordance with NCGS 143-129, the Town of Nags Head is accepting Sealed Bids for the **New 2013 Roll off Truck**.

Sealed bids will be received in the Office of the Town Clerk until **2:00 p.m. on Tuesday, February 19, 2013** at which time they will be publicly opened and read aloud.

All bid envelopes **MUST** be sealed and marked "Sealed Bid – New 2013 Roll off Truck – February 19, 2013 - 2:00 p.m." and placed in a second envelope and marked "Sealed Bid – New 2013 Roll off Truck" and addressed to the attention of the Town Clerk; P. O. Box 99; Nags Head, NC 27959. All bids must be submitted on the town's bid form with all required information completed.

All bids must be submitted on the Town provided bid forms. Also, no bids will be considered unless all required information is included as specified.

No bid will be accepted unless at the time of filing, it is accompanied by a bid deposit equal to 5% of the net price bid. This deposit may consist of cash, a cashier's or certified check drawn on a bank or trust company authorized to do business in North Carolina, or on a bank insured by the Federal Deposit Insurance Corporation, payable to the Town of Nags Head; or a 5% bid bond issued by any insurance company authorized to do business in North Carolina. This deposit will be retained in the event of failure of the successful bidder to execute the contract within 10 days after notice of award or to give satisfactory surety as required. Bid bonds of unsuccessful bidders will be returned within 30 days after the contract award date.

Specifications Sheet for Roll off Truck

It is the intent and purpose of these specifications to secure for the Town of Nags Head a new and unused 2013 Roll Off Truck with, current production model with all standard equipment as listed in the enclosed bid Specifications herein, and should be considered to be minimum requirements unless otherwise shown. All parts not specifically mentioned which are necessary in operation shall be furnished by the successful bidder and shall conform in strength, quality of material and workmanship to that which is usually provided by the engineering practice indicated in these specifications. All equipment provided shall meet the requirements of the State and Federal Motor Vehicle safety Standards in effect on date of manufacture.

All equipment, materials and workmanship shall be of the highest grade in accordance with modern practice. The equipment furnished shall be new and unused except for necessary testing, calibration and transportation.

It is the intent of these specifications to secure equipment, which can be properly maintained and serviced without necessity of stocking expensive parts inventory or being subjected to long periods of interrupted service due to the lack of spare parts. Suppliers' submitted bids must provide location of qualified parts and service center.

All bidders must adhere as closely as possible to provided specifications. Exceptions must be clearly identified and listed on an attached sheet. *The Town of Nags Head reserves the right to reject or accept any bids.*

All taxes imposed upon any article on which you are bidding shall be shown as a separate item and in no case included with bid price. Failure to comply with this condition will be considered grounds for rejection.

CHASSIS SPECIFICATIONS

	<u>COMPLY</u>	
	<u>YES</u>	<u>NO</u>
<u>CAB</u>		
Aluminum Conventional Cab	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Slip resistant flooring	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2 1/4" Fender Extensions	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Grab handles LH/RH	<input checked="" type="checkbox"/>	<input type="checkbox"/>
All doors, ignition keyed same	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Door hinge - internal construction	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Heater, Defroster and Air Conditioner	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Standard HVAC ducting	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Main HVAC controls w/recirculation switch	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Standard plumbing w/ shutoff valves	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Triangular reflectors w/ flares	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Integrated speedometer message center LCD display, data linked	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Hour meter with display must be included	<input checked="" type="checkbox"/>	<input type="checkbox"/>
87DB to 112DB self-adjusting back up alarm	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Engine ECM customer access connector MTD FWD, Park Brake and neutral interlock	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Transmission oil temperature gauge	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Electric power windows LH/RH	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Electric door locks LH/RH	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Self-canceling turn signal switch w/dimmer, washer wiper and hazard in handle	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(1) 12V power supply, in dash	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Radio, AM/FM	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Radio antenna	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Driver seat – Bostrom Talladega 910 high back air suspension	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Passenger seat – 2 man mid back toolbox	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Armrest inboard driver	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Adjustable tilt and telescoping steering column	<input checked="" type="checkbox"/>	<input type="checkbox"/>

	<u>COMPLY</u>	
	<u>YES</u>	<u>NO</u>
2 ½ lb fire extinguisher	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Non-removable bug screen mounted behind stationary grille	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dual 24" round polished aluminum air horns	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Single electric horn	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dual bright heated west coast mirrors with LH/RH remote	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Door mounted mirrors	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Right hand down view mirror	<input checked="" type="checkbox"/>	<input type="checkbox"/>
LH/RH 8" convex mirrors, bright finish, mounted under primary mirrors	<input checked="" type="checkbox"/>	<input type="checkbox"/>

ENGINE & ENGINE EQUIPMENT

Minimum of- 320HP@2100 RPM 1300lb/ft torque@ 1400 RPM	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
1310 adapter flange for front PTO provision	<input type="checkbox"/>	<input checked="" type="checkbox"/>	1350 Adapter
Front Engine Power Take Off (PTO)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Need Release water filter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Gates Blue Stripe coolant hoses	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
15.9 cfm air compressor	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Aluminum muffler/tailpipe shields	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Alternator, 12V 200 AMP 4940 mount	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Batteries, (3) group 31 12V MF 2280 CCA threaded stud	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Battery Box frame mounted	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Battery shut off switch at battery box	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Positive post for jump-start	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Engine compression brake	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Stationary extreme outboard, single right hand vertical exhaust	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Vertical curved tailpipe	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
1500 watt/115 volt block heater	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
12V starter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

TRANSMISSION AND TRANSMISSION EQUIPMENT

	<u>COMPLY</u>	
	<u>YES</u>	<u>NO</u>
Allison 4500RDS with PTO provision	✓	—
5 speed programming	✓	—
Vehicle Interface Wiring and PDM with body builder connector, back of cab.	✓	—
PTO mounting, LH and RH top side of main transmission	✓	—
Push button, electronic shift control, dash mounted	✓	—
Water to Oil transmission cooler	✓	—
Castrol Transynd synthetic oil	✓	—

TOWING DEVICE

(2) Front tow hooks, frame mounted	✓	—
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FUEL TANKS

100 gallon/378 Liter aluminum fuel tank, LH mounted 23" diameter	✓	—
13 gallon DEF tank	✓	—
Fuel/water separator w/heated bowl & indicator light	✓	—
Fuel Cooler	✓	—

Integral w/DEFKIT

FRONT AXLE AND EQUIPMENT

Axle: Meritor MFS-20-133A front axle @ 20,000# capacity	✓	—
Brakes – Meritor 16.5x6 Q+ case spider cam, double anchor, fabricated shoes.	✓	—
TRW THP-60 power steering w/ RCH45 auxiliary gear	✓	—
Suspension - 20,000# taperleaf	✓	—
Graphite bronze bushings w/seals	✓	—
Tires – 315/80R22.5	✓	—
Conmet cast iron front brake drums	✓	—
Wheels – Accuride 29300 22.5 x 9.00 10 Hub Pilot 5.25 inset 5 hand steel disc front wheels.	✓	—
Haldex automatic front slack adjusters	✓	—

Equal TO

	<u>COMPLY</u>	
	<u>YES</u>	<u>NO</u>
<u>REAR AXLE AND EQUIPMENT</u>		
Axles: Meritor RT-46-160 R-series Tandem rear axles @ 46,000# capacity	✓	—
6.14 axle ratio	✓	—
17T Meritor main driveline w/half round yokes	✓	—
Brakes – Meritor 16.5x7 Q+ cast spider cam, double anchor and fabricated shoes	✓	—
Suspension - Tuftrac 46,000#	✓	—
56" axle spacing	✓	—
Rear shock absorbers -- one axle	✓	—
Tires – 11R22.5 14 ply rating	✓	—
Wheels – 8.25"x 22.5" 10 hub pilot 2 hand hole steel disc	✓	—
Haldex automatic rear slack adjusters	✓	—
synthetic fluid gear oil	✓	—
<u>BRAKE SYSTEM EQUIPMENT</u>		
Air brake package	✓	—
Wabco 4S/4M ABS w/0 traction control enhancement	✓	—
Borg Warner AD-9 brake line air dryer w/heater	✓	—
Steel air brake reservoirs mounted inside rail	✓	—
Pull cables on all reservoirs	✓	—
<u>FRAME</u>		
1 1/32" x 3 1/2" x 10 15/16" steel frame @ 120KSI	✓	—
1/4" C-channel inner frame reinforcement	✓	—
100" rear frame overhang	✓	—
Wheelbase -- as required by bodybuilder	✓	—
Front bumper – three piece painted steel	—	✓
Grade 8 threaded hex-head frame fasteners	✓	—
Clear frame rails/no protrusions outboard both rails back of cab to rear suspension	—	✓

14" Full width steel bumper

CLEAN FOR BODY MOUNT

	<u>COMPLY</u>	
	<u>YES</u>	<u>NO</u>
Front Container Stops: 1 ½" HR Plate Steel	<u>X</u>	___
Front Container Safety Lock: 1" HR Plate Steel Latch That is Pushed Up By a Tempered Spring When the Hoist is Completely Lowered.	<u>X</u>	___
Rear Hold Down: ¾" HR Plate Steel	<u>X</u>	___
Winch Rail: Constructed of 4" Structural Channel. 3/8" & ½" Steel Plate: - Helps Tie Main Frame Rails Together, Acts as Guide for Winch Cylinder Rod Ends And Protects Winch Cylinder Rods When Extended.	<u>X</u>	___

REAR HINGE ASSEMBLY

Four 1 ¼" HR Rear Hinge Plates Welded to the Hoist Sub-Frame	<u>X</u>	___
Two 4 ¼" Wide Rear Hinge Castings Welded to the Hoist Main Frame	<u>X</u>	___
Two 1 15/16" 1018 CFRD Pins	<u>X</u>	___
The hinge assembly is fabricated with grease Zerks to maintain a free floating in grease condition.	<u>X</u>	___

REAR GROUND ROLLER ASSEMBLY

6 5/8" Diameter x 23" Long Greasable Roller	<u>X</u>	___
2" 1018 CFRD Roller Shaft	<u>X</u>	___
Two 2" HR Plate Brackets for Roller Shaft	<u>X</u>	___

SIDE ROLLER ASSEMBLIES

Five per side (4" O.D. x 2" I.D.)	<u>X</u>	___
Roller is a 4" O.D. x 2 ½" I.D. 1035 CFRD Tubing with a 2 ½" O.D. x 2" I.D. 660 Bronze Bushing	<u>X</u>	___
The Roller Shaft is 2" 1018 CFRD Supported By a ½" x 3" x 5" HR Base Plate Welded to the Main Frame Rail. The roller shaft is machined and equipped with a grease zerk to provide grease flow to two points on the shaft.	<u>X</u>	___
The roller is secured on the shaft by a 10 Gauge washer and a 3/8" x 3" cotter pin.	<u>X</u>	___

CABLE SHEAVES

Sheaves are a 10" Ductile Iron Casting (Tensile & Compression 50,000 to 60,000 P.S.I. yield 45,000 psi min) with a 2 7/8" O.D. x 2 ½" I.D. 660 Bronze Bearing. Total of 5 Sheaves. Sheave groove should support the cable over 135-150 degrees of cable circumference.	<u>X</u>	___
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	<u>COMPLY</u>	
	<u>YES</u>	<u>NO</u>
<u>CABLE SHEAVE SHAFTS</u>		
2 ½" Diameter 1018 CFRD, Machined and Equipped with Grease Zerk to Provide Grease Flow to Sheaves.	<u>X</u>	___
Cable Sheave Guides to be 4" Structural Channel	<u>X</u>	___
Winch Cylinder Rod Guards: 3/8" x 3" HR Flat Plate	<u>X</u>	___
<u>CABLE</u>		
7/8" Diameter x 71' Long, 6 x 37 EXTWRC Regular Right Lay, Core Color Coded and of Domestic Origin with a Manufacturers Rated Capacity of 39 Tons.	<u>X</u>	___
Line Pull on Cable at 1850 P.S.I.: 35,594#	<u>X</u>	___
Cable Pick Up End to be Cast Steel Swivel Cable Eye – Tested to 78,000#, and Secured by Cold Flowing Swaged Fittings.	<u>X</u>	___
Cable Anchor to be (4) 7/8" Forged Cable Clamps, Hot Galvanized and of Domestic Origin.	<u>X</u>	___
All main frames, subframes, and manufactured components shall be jigged when fabricated to assure interchangeability of parts.	<u>X</u>	___
<u>ICC BUMPER</u>		
Fabricated and Braced with 3" x 2" x ½" Rectangular Tubing.	<u>X</u>	___
Bumper to be 4" x 6" x 3/16" Tubing with LED Clearance Lights	<u>X</u>	___
<u>HYDRAULIC SPECIFICATIONS</u>		
Pump to be Gear Type, 35 G.P.M. @ 1500 RPM	<u>X</u>	___
Valve to be 2 Spool, Sectional, 35 G.P.M. with Port Relief's	<u>X</u>	___
Filter to be 60 G.P.M., 100 Wire Mesh, 25 Micron Replaceable.	<u>X</u>	___
Oil Reservoir to be constructed of 10 gauge and 12 gauge HR sheet steel body and mounted to the truck with two ¼" HR plate brackets and two 2" sch 80 Seamless Black Pipe.	<u>X</u>	___
Oil Reservoir to have 50 Gallon Capacity with Window Type Sight Gauge and Temperature Gauge.	<u>X</u>	___
Internal Filter to be 200 Wire Mesh Suction Strainer and 10 Micron fill port – Replaceable filter with built in by pass.	<u>X</u>	___
System Total Oil Capacity to be 72 Gallons	<u>X</u>	___
Shutoff Valves to be 1 ¼" Gate Valve	<u>X</u>	___
Hydraulic Fittings to be Swivel, O-Ring Fittings of Domestic Origin.	<u>X</u>	___
Hydraulic Hoses to be SAE 100-R2, 5000 P.S.I. Max.	<u>X</u>	___

COMPLY
YES NO

Lift Cylinders to be (2) 6' x 72" D.A. with 4 1/2" O.D. Ground, Polished and Chrome Plated Rod Tube. X ___

Winch Cylinders to be (2) 7' x 80" D.A. with 3" O.D. Ground, Polished, X ___
and Chrome Plated Rod – Solid.

LIGHTING

All rearward and side mounted lights shall be LED. X ___

Mid-body turn signal required. X ___

TRAINING

Bidder agrees to provide a minimum of eight (8) hours of onsite training X ___
by the body and chassis manufacturer for technicians within thirty (30)
days after receipt of the first unit per order.

Bidder agrees to perform eight (8) hours of operator training per order. X ___

WARRANTY

The complete unit shall be warranted for a minimum of twelve (12) X ___
months from the date of in service.

All hoist hydraulic pumps and cylinders shall have a two (2) year X ___
warranty for all defects.

The hoist main frame shall have a life time structural warranty. X ___

A factory authorized warranty facility shall be located within 100 miles ___ X Approx. 290 mi.
of the Town of Nags Head Public Works facilities and maintain parts
in stock for normal warranty and wear item repairs.

Warranty facilities shall have serviced said equipment for a minimum X ___
of five (5) year as the factory's authorized service center.

Bidders model being offered must have been in continuous production X ___
for 5 years by the same manufacturer.

All warranty requests must be repaired within 48 hours. ___ X

Any warranty repair taking more than 48 hours must be documented in X ___
writing by the vendor and a completion date will be given to the city.

COMPLY
YES NO

ADDITIONAL EQUIPMENT REQUIRED

- 20"x16"x48" Aluminum tool box to mounted on curb side of chassis. X ___
- Hold-down straps to be mounted on rear of hoist within the last 3 ft. X ___
- Inside air controls for hoist operation. X ___
- Manufacturers' brochures for each component, chassis and body, shall be included in the submitted bid package. X ___
- The completed unit shall be delivered with a full tank of fuel. X ___
- The completed unit shall be delivered with the Manufacturer's Statement of Origin with the proper information completed for reassigning the unit to the Town of Nags Head. X ___
- The Town of Nags Head will not issue payment for the completed unit until all of the proper documents have been received and the fleet manager has completed the delivery inspection. If any corrections or additions to the equipment or documents are required, payment will be withheld until all items have been properly corrected. X ___

UNIT SPECIFICATIONS

MODEL RP 4500 SA RG

RACK 'N PINION ROLLMASTER w/GANTRY

	<u>COMPLY</u>	
	<u>YES</u>	<u>NO</u>
<u>GANTRY</u>		
Vertical movement of Roll Base/Rest assembly from 60" to 96"	<u>X</u>	___
STATIONARY SECTION LEGS - 4" x 3" x 3/16" A 500B Steel Tube	<u>X</u>	___
CYLINDER BASE MOUNT - C4 x 5.4 lbs./ft. "C" Channel	<u>X</u>	___
TELESCOPIC SECTION LEGS - 3 1/2" x 2 1/2" x 3/16" A 500 B Steel Tube	<u>X</u>	___
<u>ROLL BASE</u>		
1/8" C.R.S. fabricated weldment with internal bracing, 1/2" C.R.S. End Plates and integral mounting studs	<u>X</u>	___
<u>ROLL REST</u>		
11 Ga. C.R.S. fabrication that incorporates a Wind Screen to prevent "whipping" of the tarp.	<u>X</u>	___
The roll rest should have a steel tarp tube, and mounting brackets to facilitate quick tarp replacement.	<u>X</u>	___
<u>SPRING LOADED ROLLER ASSEMBLY</u>		
Mounted between Telescopic Pivot Arms 3 1/2" OD Galvanized Steel Tube	<u>X</u>	___
1" Solid Steel Shaft	<u>X</u>	___
Sealed Ball Bearings	<u>X</u>	___
<u>TELESCOPIC PIVOT ARMS - "LOW ARM"</u>		
Hydraulically adjustable in length, 36" of adjustment. Cylinder with nitride steel rod, mounted externally on base arm.	<u>X</u>	___
BASE ARM - 3" x 2" x 3/16" A 500B Steel Tube.	<u>X</u>	___
LOW ARM EXTENSION - 1 1/2" x 2 1/2" x 3/16" A 500B Steel Tube with FIXED 60 degree angle.	<u>X</u>	___
<u>RACK 'N PINION ASSEMBLIES - FABRICATED WELDMENT</u>		
BASE TUBE - 2 1/2" sq. x 1/4" Steel Tube	<u>X</u>	___
RACK GEAR - T1 Abrasion Resistant Steel	<u>X</u>	___

COMPLY

YES NO

PINION GEAR – T1 Abrasion Resistant Steel

X ---

Moving Parts are fully protected and guarded

X ---

CHASSIS MOUNTING TUBES – FABRICATED WELDMENT

2 1/2" sq. x 1/4" Steel Tube

X ---

HYDRAULICS

FLOW DIVERTER

1 GPM constant flow from control port side, with integral with pressure relief valve

X ---

COVER CONTROL VALVE

Open Center Configuration

X ---

Triple Manually operated 4 way valves

X ---

Adjustable Pressure Relief Valve

X ---

FLOW DIVIDER/COMBINER

To keep arms synchronized front to rear as well as in and out. Cartridge type.
50/50 division of flow. Accurate to + or – 4% of flow.

X ---

ARM MOVEMENT CYLINDERS (RACK & PINION)

2 1/2" Bore x 1 1/4" Rod x 16" Stroke, double acting, chromed rod welded
and rebuildable

X ---

TELESCOPIC ARM CYLINDERS

1 1/4" Bore x 3/4" Rod x 36" Stroke, double acting, nitride steel rod, welded
and rebuildable

X ---

GANTRY LIFT CYLINDER

2" Bore x 1 1/4" Rod x 36" Stroke, double acting, chromed rod, welded
and rebuildable

X ---

FLOW CONTROLS

Adjustable and lockable to fine tune the covering & uncovering speed

X ---

HOSES & FITTINGS

Aeroquip

X ---

COMPLY

YES NO

TARP

Mesh with reinforcing Front & Rear

X

Reinforced 6 feet on both ends

X

Shock cords on both sides allow the EXTRA WIDE (9 1/2') Tarp to be rolled up onto the roller assembly.

X

Pocket on rear to accept tarp tube for ease of tarp replacement.

X

MISCELLANEOUS

All Brackets etc. are Fabricated Steel Weldments

X



TOWN OF NAGS HEAD

Public Works Department

P.O. Box 99

Nags Head, North Carolina 27959-0099

Telephone (252) 449-4205 FAX (252) 441-3350

BID PROPOSAL

FORM

It is the intent of this proposal to secure a bid for the equipment herein described in the attached specifications. The "BID PRICE" listed shall be for furnishing of one **New 2013 Roll off Truck**.

2013 Roll off Truck Freightliner 114SD

MODEL: U5-OR-174

MANUFACTURER: Galbreath

"BID PRICE": \$ 141,756.00

One hundred forty one thousand seven hundred fifty six

DELIVERY DATE: 120 Days ARO
(Delivery date shall be no later than 160 days)

Truck Chassis - 12 Months
WARRANTY: Engine - 24 Months
Roll Off Hoist Main Frame - Limited Lifetime
Hydraulic Pump and Cylinders - 2 yrs
Hoist Body - 1 yr

BID FORM REQUIREMENTS: All bids shall be on a standard form as furnished by the Town.
(This proposal form)

All bids must remain valid a minimum of 30 days from bid opening date!

Town of Nags Head
Roll Off Bid Optional Equipment
2-19-2013

1. Cummins ISL 370 HP / 1250 Torque Deduct \$3,398.00
 - Includes Cummins C Brake by Jacobs, 1310 Adapter
2. Full Locking Traction Differential ADD \$679.00
3. 160 AMP Alternator Deduct \$85.00
4. Pre-cleaner for Air Intake (dusty environment) ADD \$275.00
5. Meritor 20K front axle ADD \$106.00
6. 1 Year Towing with \$550 cap per incident ADD \$81.00

Extended warranties can be offered based on a combination of months, mileage and engine hours. There are many options and would require more information from end user to set extended warranties to customers need. Warranties are available for Engine, Transmission, Front & Rear Axles, Suspensions, starter / alternator, etc.

Thank you,

Triple T Freightliner, Sterling, Western Star, Inc.

Bill Fuller

Fleet Sales Manager

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Carolina Environmental Systems, Inc.
2750 Highway 66 South, Kernersville, NC 27284 as Principal.
and The Ohio Casualty Insurance Company a corporation
organized under the laws of the State of NH
as Surety, who is duly licensed to act as Surety in North Carolina, are held and firmly bound unto
Town of Nags Head as Obligee,
in the penal sum of Five Percent of Amount Bid (5%) DOLLARS.
lawful money of the United States of America, for the payment of which, well and truly to be made,
we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly
by these presents.

SIGNED, sealed and dated February 19, 2013

WHEREAS, the said Principal is herewith submitting proposal for One Galbreath 60,000 lb. roll-off hoist &
chassis

and the principal desires to file this Bid Bond in lieu of making the cash deposit as required by G.S.
143-129.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION is such, that if the principal shall be awarded
the contract for which the bid is submitted and shall execute the contract and give bond for the faithful
performance thereof within ten days after the award of same to the principal, then this obligation shall be
null and void; but if the principal fails to so execute such contract and give performance bond as required
by G.S. 143-129, the Surety shall, upon demand, forthwith pay to the Obligee the amount set forth in the
first paragraph hereof.

Carolina Environmental Systems, Inc. (Seal)

By: *Eddie Cohen* (Seal)

The Ohio Casualty Insurance Company

By: *Debra S. Ritter* (Seal)
Debra S. Ritter Attorney-in-fact

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 5725801

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

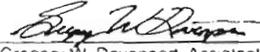
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Ramona C. Fewell; Bradford W. Gibson; Debra S. Ritter; Raymond J. Garruto; Martin D. Pallazza; Angela M. Yount

all of the city of Charlotte, state of NC, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 1st day of December, 2012.

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: 
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss
COUNTY OF KING

On this 1st day of December, 2012, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.

By: 
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS - Section 12. Power of Attorney Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 19th day of February, 2013.

By: 
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

PUBLIC WORKS % KAREN HEAGY
 TOWN OF NAGS HEAD
 2200 LARK AVE
 NAGS HEAD, NC 27959

13-02130

ORDER DATE: 03/06/13
 REQUISITION NO: R1300622
 DELIVERY DATE:
 STATE CONTRACT:
 F.O.B. TERMS: Destination

VENDOR #: CAROL060

CAROLINA ENVIRONMENT SYSTEM, IN
 2750 HWY. 66 SOUTH
 KERNERSVILLE, NC 27284

Phone: (336)869-9900 Fax: (336)869-9979

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	Sanitation Roll-off Truck As per Contract. Please do not fax po.	3-10-580-5-5774-00 CAPITAL OUTLAY EQUIPMENT	141,756.0000	141,756.00
			TOTAL	141,756.00

Please contact the Town of Nags Head if the prices indicated are not correct. The Town of Nags Head will not be responsible for incorrect pricing after the Purchase Order is received by vendor for processing.

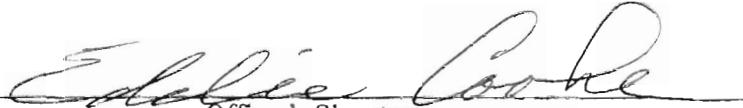
Taxes: The bidder hereby certifies that no Federal Transportation or Excise Tax has been included in the amount herein quoted. You may add NC sales Tax to your invoice as a separate item. Our Federal Exemption Number will be provided if needed.

Carolina Environmental Systems, Inc.

Firm Name

2750 Hwy 66 S, Kernersville, NC 27284

Mailing Address

A handwritten signature in black ink, appearing to read "Eddie Cook", written over a horizontal line.

Officer's Signature

February 19, 2013

Date

919-442-7150

Phone Number