

Town of Nags Head
Public Works Contract Review Cover Form

Your review and comments are needed no later than:

January 25, 2016

Contract Name : Sanitation Side Load Dumpster Truck

Contract Originator: Karen Heagy

- New contract
 Change Order
 Task Order
 Service Contract
 Equipment Contract
 Engineering Contract
 Construction Contract

Reviewer	Approval Date	Revisions to be made
Finance Director	1-22-16	
Town Clerk	1-22-16	
Town Attorney	1-21-16	No suggested revisions to be made. KBH



Robert C. Edwards
Mayor

Susie Walters
Mayor Pro Tem

Cliff Ogburn
Town Manager

Town of Nags Head
Post Office Box 99
Nags Head, North Carolina 27959
Telephone 252-441-5508
Fax 252-441-0776
www.nagsheadnc.gov

M. Renée Cahoon
Commissioner

John Ratzenberger
Commissioner

Marvin Demers
Commissioner

NORTH CAROLINA
DARE COUNTY

PURCHASE ORDER # 16-01813

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

ACR
(SELLER *initials*)

THIS CONTRACT is made and entered into this the 29th day of January 2016, 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 Granturk equipment co., Inc. 1415 Bush Street, Baltimore, MD 21230, (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 New Labrie 35 (31+4) CU. Yd. Sprinter Mounted on a 2017 Freightliner M2 112 Chassis w/Cummings Engine and Tag Axle, per quotation Dated January 11, 2016 (copy attached) in the amount of \$245,420.43 (Two Hundred Forty Five Thousand Four Hundred Twenty Dollars and Forty Three cents), exclusive of sales tax. This item is hereinafter referred to as "the Equipment."

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 27, 2016 with time being of the essence.

2. WARRANTIES

The Town agrees to take delivery of the Equipment at SELLER'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; and shall be merchantable. SELLER further represents that it has full right and title to the Equipment **without lien or encumbrance**, 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 January 29, 2016 until the obligations of the CONTRACT are fulfilled and accepted by the TOWN pursuant to its terms or until the CONTRACT is terminated pursuant to its terms. Either party may nonetheless cancel this CONTRACT on thirty (30) days written notice to the other party by certified mail or personal delivery. This CONTRACT is subject to the availability of funds to purchase the specified EQUIPMENT and may be terminated at any time if such funds become unavailable.

Notwithstanding provisions of this Section 3 to the contrary, the following shall survive the termination of this CONTRACT: the provisions of Section 2; the provisions of Section 6 regarding indemnity; and the provisions of Section 10.

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. E-VERIFICATION OF EMPLOYEES

The SELLER represents and warrants that it has ensured and will ensure for itself and each subcontractor that it uses to perform obligations under this CONTRACT, that either:

- (1) The SELLER or subcontractor employs less than 25 employees; or
- (2) The SELLER or subcontractor: (a) employs 25 or more employees who are employed for 9 months or more during a 12-consecutive-month period; and (b) has used the E-Verify program, which program is operated by the United States Department of Homeland Security and is defined in N.C. Gen. Stat. § 64-25 (5), to verify the work authorization of each employee.

10. 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.

11. OTHER PROVISIONS

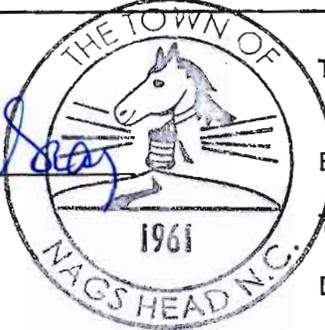
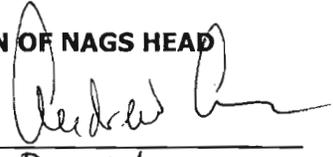
This Contract is subject to such additional provisions as are set forth in any addendum executed separately by each party and attached hereto.

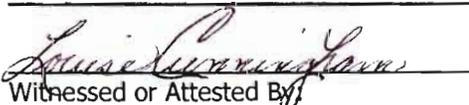
12. CONTRACT DOCUMENTS/AMENDMENTS

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.

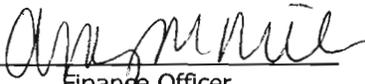
13. SIGNATURES

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

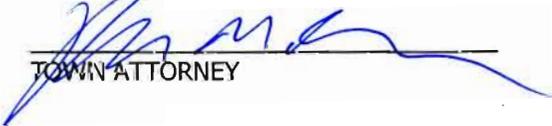
 **TOWN OF NAGS HEAD**
By: 
Title: Deputy Town Manager
Date: 1/29/16
Witnessed or Attested By: 


Witnessed or Attested By:
Corporate Seal:
CONTRACTOR
GRANTURK EQUIPMENT CO., INC.
By: 
Printed Name: ANNE C. RITCHIE
Title: PRESIDENT
Date: 01/26/2016

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


Finance Officer

APPROVED AS TO FORM AND LEGAL SUFFICIENCY.


TOWN ATTORNEY



TOWN OF NAGS HEAD
PO BOX 99
5401 SOUTH CROATAN HIGHWAY
NAGS HEAD, NC 27959
Phone: (252)441-5508

Purchase Order/Voucher

**THIS NUMBER MUST APPEAR ON ALL INVOICES,
 PACKING LISTS, CORRESPONDENCE, ETC.**

NO. 16-01813

SHIP TO

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

VENDOR

Vendor #: GRANT025

GRANTURK EQUIPMENT CO INC
 1415 BUSH STREET
 BALTIMORE, MD 21230

ORDER DATE: 01/25/16
 DELIVERY DATE:
 STATE CONTRACT:
 VENDOR ACCT NUM:
 VENDOR PHONE #: (410) 837-5570
 VENDOR FAX #: (410) 837-1024
 REQUISITION #: R1600675

MAIL INVOICE TO:

ATTN: ACCOUNTS PAYABLE
 P.O BOX 99
 NAGS HEAD, NC 27959

QUANTITY	DESCRIPTION	ACCOUNT NO	UNIT PRICE	TOTAL
1.00	Side Loader Dumpster Truck Please do not fax po As per Contract	10-580-5-5774-00 CAPITAL OUTLAY EQUIPMENT	245,420.4300	245,420.43
			TOTAL	=====
				245,420.43

E-Verify Compliance Assurance by Vendor/Contractor: By accepting this purchase order from Town of Nags Head, I verify that I understand that E-Verify program operated by the United States Department of Homeland Security and other federal agencies used to verify the work authorization of newly hired employees pursuant to federal law. Furthermore, I confirm that I am aware of and in compliance with the requirements of E-Verify and Article 2 of Chapter 64 of the North Carolina General Statutes, which requires that the Contractor participate in E-Verify if it has at least 25 qualified employees. To the best of my knowledge, any subcontractors employed by me as part of this contract are in compliance with the requirements of E-Verify and Article 2 of Chapter 64 of the North Carolina General Statutes.

**THIS INSTRUMENT HAS BEEN PREAUDITED IN THE MANNER REQUIRED BY THE
 LOCAL GOVERNMENT BUDGET AND FISCAL CONTROL ACT.**

 FINANCE OFFICER

 PURCHASING AGENT

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 the vendor for purchasing.

GranTurk equipment co., inc.

home office:
 one schuylkill parkway
 building b
 bridgeport, pa 19405-1069
 phone (610) 239-9800
 fax (610) 239-9806
 January 11, 2016

branch office:
 1415 bush street
 baltimore, md 21230
 phone (410) 837-5570
 fax (410) 837-1024

QUOTATION

Town of Nags Head
 2200 S. Lark Avenue
 Nags Head, NC 27959

Attn: Mr. Ralph Barile, PW Deputy Director

As per the request of your sales representative Marc Browning, we are pleased to offer the following for your consideration. Please find our quotation for subject NJPA member, as per the Mobile Refuse Collection Vehicle Contract #112014-LEG-for your consideration.

Labrie 35 (31+4) Cu. Yd. Sprinter
Mounted on 2017 Freightliner M2 112 Chassis w/Cummins Engine and Tag Axle
 Lift Arm Mounted on Left Hand Side
 TRUX-MOR Lift Assembly
 Temperature Gauge Reservoir
 Rear Door Ajar Warning Indicator
 Strobe Lamp-Center of Tailgate
 Worklights-4 Lights in Work Area and 1 in Hopper
 Dual 3rd Eye Camera
 Chromium Overlay Wear Strips
 Front Head-Body Enclosure-Mesh
 Plastic Shovel & Broom
 20 Lb. Fire Extinguisher
 Sliding Top Door
 Standard Urethane Body Paint
 Two (2) Year Hydraulic & Body Warranty
 Three (3) Year Cylinder Warranty
 Centralized Grease Block for Packer Cylinder Pins
 Joy Stick Control
 Line-X Application to Exterior Hopper Wall
 Five (5) Year Transmission Warranty
 Five (5) Year 150,000 Miles Engine Warranty (covers turbo, injectors, water pump & Emissions)
 Freight, Prep and Training
 Remote Manual Mast Grease System: 10 Point

Total Price of Body.....	\$129,993.83
Less NJPA Discount.....	\$ - 2,481.40
Freight.....	\$ 5,170.00
Freightliner M2 112 w/Cummins Engine.....	\$112,738.00
Total Price for Body and Chassis.....	\$245,420.43

Important Notice: The price quoted does not include re-routing of exhaust pipes, removing or relocating fuel tanks, battery boxes or air tanks, or any other chassis modifications. If any of the above is required an extra charge will be made on a time and material basis.

DATE OF ACCEPTANCE _____

By _____

GranTurk equipment co., inc.


 ANNE C. RITCHE - PRESIDENT

Quotation Valid Only if Approved By An Officer of GranTurk equipment co., inc.