

Town of Nags Head
Public Works Contract Review Cover Form

Your review and comments are needed no later than:

November 26, 2014

Contract Name : Sanitation Residential Garbage Truck Contract Originator: Karen Heagy

<input checked="" type="checkbox"/> New contract <input type="checkbox"/> Change Order <input type="checkbox"/> Task Order <input type="checkbox"/> Service Contract <input checked="" type="checkbox"/> Equipment Contract <input type="checkbox"/> Engineering Contract <input type="checkbox"/> Construction Contract		
Reviewer	Approval Date	Revisions to be made
Finance Director	11/25/14	Why June 8 when they estimate delivery in 100 to 140 days? <i>I estimated only business days.</i> I have changed to calendar days KBH
Town Clerk	11/26/14	
Town Attorney	11-25-14	



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 # 15-01542

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

(SELLER *initials*)

THIS CONTRACT is made and entered into this the 7th day of December 2014, 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 Mid-Atlantic Waste Systems, Division of the THC Enterprises, Inc. P.O. Box 64104, Baltimore, MD 21264-4104, (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 2015 Residential Starr Trash Truck, per specifications submitted on 10/01/2014 (copy attached) in the amount of \$298,011.88 (Two Hundred Ninety Eight Thousand Eleven Dollars and Eighty Eight 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 May 15, 2015 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 sum of \$500.00 shall be due from SELLER 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 to the SELLER, then 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 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 December 7, 2014 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: any provision in Section 1 regarding liquidated damages; 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

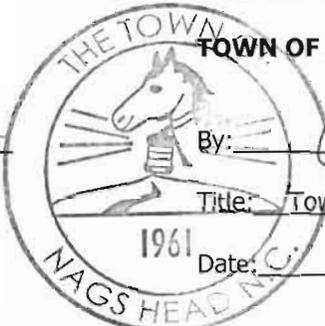
This document together with the purchase order and any attached exhibits constitutes the entire Contract between the said two parties and may only be modified by a written mutual agreement signed by the parties and attached hereto. In the event of any conflict between this contract and any attached documents,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

13. SIGNATURES

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

Witnessed or Attested By: *Joseph A. Morris*

By: *[Signature]*
Title: Town Manager
Date: 12-8-14



Witnessed or Attested By: *[Signature]*

Corporate Seal: 

CONTRACTOR

By: *[Signature]*
Printed Name: RICH WEINSTEIN
Title: Ops Mgr
Date: 12/4/14

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

[Signature] 12-4-14
Finance Officer

APPROVED AS TO FORM AND LEGAL SUFFICIENCY.

[Signature]
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. 15-01542

SHIP TO

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

ORDER DATE: 12/12/14
 DELIVERY DATE:
 STATE CONTRACT:
 VENDOR ACCT NUM:
 VENDOR PHONE #: (800)999-6199
 VENDOR FAX #: (757)485-3805
 REQUISITION #: R1500491

VENDOR Vendor #: MIDAT010

MID ATLANTIC WASTE SYSTEM INC
 3600 KOPPENS WAY
 CHESAPEAKE, VA 23323

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

QUANTITY	DESCRIPTION	ACCOUNT NO	UNIT PRICE	TOTAL
1.00	new residential trash truck	10-580-5-5774-00	298,011.1800	298,011.18
	Do not fax po	CAPITAL OUTLAY EQUIPMENT		
			TOTAL	=====
				298,011.18

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.



PROPOSAL

Remittance Address
 P.O. Box 417882
 Boston, MA 02241-7882

Division of THC Enterprises, Inc.
 Easton, MD * Baltimore, MD * Bedford, VA * Chesapeake, VA
 Chester, PA * Clinton, MD * Cheswick, PA
 Phone 800-338-7274 Fax 410-820-9916
 Visit us on the web! www.mawaste.com

SOLD TO
 NAGS HEAD, TOWN OF
 Ralph Barile
 2200 South Lark Avenue
 P.O. Box 99
 Nags Head, NC 27959

SHIP TO
 NAGS HEAD, TOWN OF
 Charlie Bliven
 2200 South Lark Avenue
 P.O. Box 99
 Nags Head, NC 27959

Quote #	RSSQ23168
Account	
Terms	NET 30
Date	10/01/14

barile@townofnagshead.net
 252-449-4206

bliven@TownofNagsHead.net
 252-449-4206

Sales Rep David Askew

QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
<i>Pricing in accordance with HEIL's NJPA Vendor Contract # 060612-ESG</i>			
<i>Town of Nags Head NJPA Member # 76138</i>			
1	2015 Peterbilt 320 RH Engine: Cummins ISL 330HP Transmission: Allison 4500RDS Front Axle: 20,000 lbs Rear Axle: 23,000 lbs	\$137,550.00	\$137,550.00
1	HEIL - Semi-Trailer Automated Side Loader, Starr System, Loader & Trailer, 37 Cubic Yard Dump; 3.0 Cubic Hopper, Self Cleaning; 96" Lift Reach; 1,600 lb Lift Capacity; Tri-Cuff Grabbers; Trailerized Body; Conventional Quick Connectors for Trailer Hydraulics, Lights & Air Brakes; Integral Body Hoist Mechanism; ABS Air Brakes; Crank Down Landing Legs; Cortex Controller w/ InSight Diagnostic Display; Upper 5th Wheel Plate with King Pin; Tires- Four (4) x 11R-22.5 Load Range H; 22.5 x 8.25 White Wheels- Steel; 23,000 lb Suspension; Manual Hopper Cover- Expanded Metal; Body Service Props; Tailgate Service Props; Fully Automatic Tailgate Latches; Grease Zerks - for Entire System Only); OIGAI Front Mount Tandem Vane Pump System; Lift Cylinders Cushioned Up & Down with Chrome Plated Rods; Chassis Frame Mounted Oil Tank with Level/Temperature Sight Gauge & Oil Suction Shut-Off Valve; 3 Micron Return Line Filter with Magnetic Trap & In-Cab Filter Bypass Monitor; Cortex Controller with InSight Diagnostic Display; 140 Micron Suction Line Strainer; Fabric Guard Hose Protection for all High Pressure Hoses; In-Cab Electrical Pack Controls; Electric In-Cab Lift Controls, Rocker Style; In-Cab Electrical Hoist & Tailgate Controls; In-Cab Function & Indicator Lights; Electronic Overspeed Programming; Lift Reach Warning; Backup Alarm; Backup & License Plate Light; LED Center Mounted Brake Light; LED Duplicate High & Low Mount Stop, Turn, & Tail Lights; LED Mid-Body Turn Signals; LED FMVSS #108 Clearance Lights & Reflectors; ICC Reflective Tape; Rear Mud Flaps- Anti-Sail/Anti-Splash; Rear Underride Guard; Rear Camera Bracket & Flood Lights- Reverse Activated; Customer's Choice of One Color Finish Paint; Standard One (1) Year (2,000 Hours of Operation) Warranty; ANSI Z 245.1-1999 Compliant; Cavity Coat and Joint Sealer; Inside-Body Front Closure; Outside Mounted Upper Packer Lube Line	\$144,931.20	\$144,931.20
1	Nags Head Style Grabber Option	\$384.00	\$384.00

Doc # RSSQ23168
 Date 10/01/14

QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
1	Joystick Control with Rocker Switch for Lift Only	\$1,094.40	\$1,094.40
1	In-Cab Remote Rocker Switch Control Kit for Lift Only	\$1,094.40	\$1,094.40
1	20 lb Fire Extinguisher with Bracket	\$446.40	\$446.40
1	Dual Strobe Lights, Amber- In-Cab Switch- Mounted Upper Tailgate	\$868.80	\$868.80
1	Clearcoat Finish	\$1,588.88	\$1,588.88
1	Extended Tailgate Seal	\$321.60	\$321.60
1	Hopper & Lift Work Light Kit- Two Lights- In Cab Switch	\$422.40	\$422.40
1	Line-X Hopper Area	\$1,750.00	\$1,750.00
1	Install 3 additional work lights	\$485.00	\$485.00
1	Intec Rear Vision Camera	\$2,560.00	\$2,560.00
1	Spare Tire and Rim for Trailer	\$575.00	\$575.00
1	Spare Tire and Rim for Steering Axle	\$575.00	\$575.00
1	Heil MAWS Pak	\$770.00	\$770.00
1	Discount for existing customer	(\$3,000.00)	(\$3,000.00)

Approximate Delivery: 100 to 140 Days ARO

Price includes one standard color paint. Additional charges will apply if not a standard color paint from paint brochure or a metallic paint.

All built per manufacturer's standard specifications.

No title or tag fees included.

Price does not include any local, state, or federal excise tax.

Price includes freight.

Subtotal	\$298,011.88
Federal Excise Tax	
Sales Tax	
TOTAL*	\$298,011.88

**total does not include optional items*