

Town of Nags Head
Public Works Contract Review Cover Form

Your review and comments are needed no later than:

March 22, 2010

Contract Name : Sanitation Trailer

Contract Originator: Karen

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

Reviewer	Approval Date	Revisions to be made
Engineer	N/A for equipment contracts	
Finance Director	11/26/13	
Town Clerk	11/26/13	
Town Attorney	11-26-13	Made suggested Changes



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

NORTH CAROLINA
DARE COUNTY

PURCHASE ORDER # 14-01311

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


(SELLER *initials*)

THIS CONTRACT is made and entered into this the 2nd day of December 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 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 Semi-Trailer Automated Side Loader, Starr Trailer Body, per Proposal dated 10/1/2013 (copy attached) in the amount of \$99,182.00 (Ninety nine thousand one hundred eighty two dollars and no 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 April 4, 2014 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 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 SERVICES is from December 2, 2013 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 SERVICES 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 by not limitation, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, and any other taxes or business license fees as required.

The SERVICES, the SELLER is acting as an independent contractor and shall perform SERVICES in accordance with currently approved methods and practice in the SELLER'S professional capacity and in accordance with the standards of applicable professional organizations.

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. 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.

13. SIGNATURES

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

Miriam H. Bray
Witnessed or Attested By:



By: C. J. [Signature]
Title: Town Manager
Date: 12-11-13

[Signature]
Witnessed or Attested By:

Corporate Seal:

CONTRACTOR

By: J Edwards
Printed Name: JENNIFER EDWARDS
Title: ORDER MGMT SUP
Date: 12/4/13

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

[Signature] 12/11/13
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. 14-01311

SHIP TO

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

ORDER DATE: 12/03/13
 DELIVERY DATE:
 STATE CONTRACT:
 VENDOR ACCT NUM:
 VENDOR PHONE #: (800) 999-6199
 VENDOR FAX #: (757) 485-3805
 REQUISITION #: R1400474

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
I.00	quote no. RSSQ20509-A Please do not fax po	10-580-5-5774-00 CAPITAL OUTLAY EQUIPMENT	99,182.0000	99,182.00
			TOTAL	=====
				99,182.00

**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

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

Remittance Address
P.O. Box 64104
Baltimore, MD 21264-4104

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 #	RSSQ20509-A
Account	
Terms	NET 30
Date	10/01/13

252-449-4206

252-449-4206

Sales Rep David Askew

QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
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Pricing in accordance with HEIL's NJPA Vendor Contract # 060612-ESG

Town of Nags Head NJPA Member # 76138

1	Semi-Trailer Automated Side Loader, Starr Trailer Body Only, 37 Cubic Yard Dump; 3.0 Cubic Hopper, Self Cleaning; Trailerized Body; Conventional Quick Connectors for Trailer Hydraulics, Lights & Air Brakes; Integral Body Hoist Mechanism; ABS Air Brakes; Crank Down Landing Legs; 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); Fabric Guard Hose Protection for all High Pressure Hoses; Backup Alarm; Backup & License Plate Light; Center Mounted Brake Light; Duplicate High & Low Mount Stop, Turn, & Tail Lights; Mid-Body Turn Signals; 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	\$90,408.00	\$90,408.00
1	Continuously Welded Body Interior	\$345.60	\$345.60
1	20 lb Fire Extinguisher with Bracket	\$427.20	\$427.20
1	LED Light Package for Entire Unit- FMVSS #108	\$1,022.40	\$1,022.40
1	Strobe Light, Amber- In-Cab Switch- Mounted Upper Tailgate	\$580.80	\$580.80
1	Strobe Light, Amber- In-Cab Switch- Mounted Upper Tailgate	\$580.80	\$580.80
1	Extended Tailgate Seal	\$307.20	\$307.20
1	Intec Rear Vision Camera	\$2,100.00	\$2,100.00
1	Line-X Hopper Area	\$1,750.00	\$1,750.00
1	Anti-Graffiti Clearcoat Finish	\$2,160.00	\$2,160.00

QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
1	Freight-Shipper Units All Locations-POR-Motor Freight	\$2,500.00	\$2,500.00
1	Repeat Customer Discount	(\$3,000.00)	(\$3,000.00)

Approximate Delivery: 60 to 90 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.

Due to the volatility of the fuel and steel markets, prices are subject to change without notice.

Price includes freight.

Subtotal	\$99,182.00
Federal Excise Tax	
Sales Tax	
TOTAL*	\$99,182.00

**total does not include optional items*



TERMS AND CONDITIONS

1. General

No terms or condition of Buyer's purchase order which is different from or in addition to Seller's terms and conditions set forth herein shall bind Seller unless expressly agreed to in writing by Seller's duly authorized representative. Buyer's acceptance of any offer made by Seller is expressly limited to the terms and conditions provided herein. Unless otherwise stated, Seller's quotation may be modified or withdrawn prior to acceptance, and in any event, shall expire after 30 days from its date. This order is not binding on MID-ATLANTIC WASTE SYSTEMS until officially approved. The said machinery, equipment and/or parts are ordered and will be purchased subject to written contract only, and are not affected by any verbal representations or agreements, nor is this order subject to cancellation by the Purchaser without the Seller's consent.

2. Price and Payment

(a) Prices quoted herein are exclusive of all taxes. Any taxes levied or which may become due, and other charges or assessments made by any taxing authority in connection with this contract or the sale, except those measured by Seller's net income, shall be the expense of the Buyer and shall be payable to Seller at or before such tax or other amount is due. When Buyer is entitled to exemption from any tax, Buyer shall furnish Seller with a tax exemption certificate acceptable to the taxing authorities.

(b) Interest at the rate of one and one-half per cent (1.5%) per month (18% per annum), or the maximum lawful rate allowable, will be charged, whichever is less, on all past due invoices. The undersigned agrees to pay all expenses, charges, costs and fees, including, without limitation, attorney's fees and expenses, of any nature whatsoever paid or incurred by, or on behalf of MID-ATLANTIC WASTE SYSTEMS, DIVISION OF THE ENTERPRISES, INC., in connection with any collection action brought hereunder. The invalidity of all or any part of any provision of this Agreement shall not render invalid the remainder of such provision or any other part of this Agreement.

(c) MID-ATLANTIC WASTE SYSTEMS, DIVISION OF THE ENTERPRISES, INC., shall retain ownership of and title to the above machinery, equipment and parts covered by this order until fully paid for in cash and until any note given in evidence of indebtedness, and any renewals thereof, have been fully paid. If any such note is not paid in full at its maturity, all other notes and obligations given in evidence of indebtedness hereof shall at once become due, and the said MID-ATLANTIC WASTE SYSTEMS, DIVISION OF THE ENTERPRISES, INC., shall have the right to take possession of said machinery wheresoever it may be situated and sell the same pursuant to the conditional sales statutes of the State of Maryland.

3. Delivery

(a) Delivery dates are estimated and not guaranteed by Seller and, in any event are conditioned upon receipt of all specifications and other data required to be furnished by the Buyer.

(b) If shipment or delivery is delayed because of an act or omission of the Buyer, payment shall be due upon notification by Seller that goods are ready for shipment. Buyer shall pay any additional charges including, but not limited to, cost of storage, handling, and insurance.

4. WARRANTY AND LIMITATIONS OF LIABILITY

ANY EXPRESS WRITTEN WARRANTY PROVIDED BY THE MANUFACTURER OF THE EQUIPMENT DESCRIBED IN THIS QUOTATION IS GIVEN IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM DEFECTIVE GOODS, BUYER'S NEGLIGENCE, BREACH OF WARRANTY OR CONTRACT, OR CLAIMS BASED UPON STRICT LIABILITY. IN NO EVENT SHALL SELLER BE LIABLE FOR CONSEQUENTIAL DAMAGES COMMERCIAL IN NATURE.

5. Delays

Seller shall not be liable for the failure or delay in the performance of any term, condition, or obligation hereunder due to any cause beyond the Seller's control, including but not limited to Acts of God, acts of the Buyer, war, insurrections or riots, fires, floods, accidents, acts, orders or regulations of any government, inability to obtain necessary materials, services or facilities, strikes or other labor troubles.

6. Development Changes

Changes in design, specifications, construction or materials, may be made at Seller's discretion, and without Buyer's consent, where such changes do not materially affect price, delivery or guaranteed performance (if any) of the goods, or make unusable any other item of goods furnished hereunder.

7. Termination

No order may be terminated without Seller's written consent. Upon any termination Buyer shall pay reasonable termination charges, including but not limited to, manufacturing and sales costs, overhead, costs or goods and profit.

8. Miscellaneous

This agreement shall be binding upon the successors and assigns of the parties. If any provision herein is found to be invalid as a matter of law or by public policy, it shall be considered severed from the remainder of the provisions which shall remain in full force and effect. This agreement

ALL PRICES SUBJECT TO ANY APPLICABLE FEDERAL OR STATE TAXES AND TITLING FEES. QUOTE SUBJECT TO REVISION AFTER 15 DAYS.

FINANCING AVAILABLE

NOTE: Please read carefully. This quote becomes a sales order if signed by customer. Your order will be processed as written! Notify of any changes needed within five (5) days of signing. Financing available, subject to credit approval. I have read and understand the terms and conditions on this Order.

X

Customer Approval to Process Order

Date

Thank you for the opportunity to earn your business!