

Town of Nags Head
Public Works Contract Review Cover Form

Your review and comments are needed no later than:

Dec 2, 2013

Contract Name : Fac. Maint. Loader

Contract Originator: Karen

<input 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	1-24-14	Completion date prior to 6/30/14 would be preferred if at all possible. (Changed to 6/22/14 KBH)
Town Clerk	1-24-14	
Town Attorney	1-24-14	



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 # 14-01802

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


(SELLER *initials*)

THIS CONTRACT is made and entered into this the 24th day of January 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 R. W. Moore Equipment Company Inc. 1128 Hwy 70 West, Raleigh, NC 27529, (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 2014 524K Loader, per specifications submitted on 1/23/2014 (copy attached) in the amount of \$140,700.00 (One Hundred Forty Thousand Seven Hundred 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 June 22, 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 EQUIPMENT is from January 24, 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

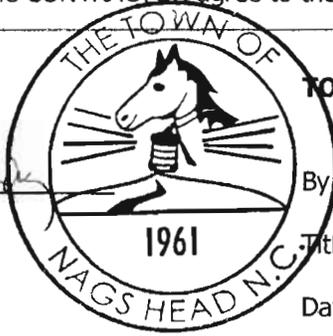
This Contract is subject to such additional provisions as are set forth in any addendum executed separately by each party and attached hereto.

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: _____


By: 
 Title: Town Manager
 Date: 1/28/14

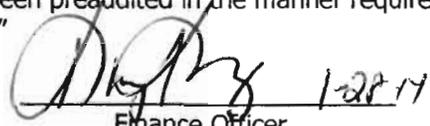

 Witnessed or Attested By: _____
 Corporate Seal: _____

CONTRACTOR

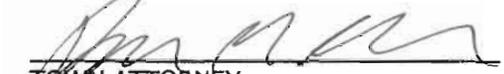
By: 
 Printed Name: Dan Moore
 Title: President
 Date: 1/27/14



"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



RW Moore Equipment Co
 1128 Hwy 70 West
 Raleigh, NC 27529
 (919) 772-2121

Quote Issued To : TOWN OF NAGS HEAD

P.O. BOX 99
 NAGS HEAD , NC , 27959
 (252) 441-5508

QUOTATION

Quote # : 1014830
Issue Date : 1/23/2014
Expire Date : 1/10/2014
Est Delivery :
FOB :

Quote Issued By : KEITH BRYANT 252-3374-5707

QUOTE SUMMARY

Total Sale Price :	140,700.00
Less Trade Allowance :	0.00
Subtotal : Pre-Tax :	140,700.00
Sales Tax :	0.00
Grand Total :	140,700.00

ITEMS LISTED FOR SALE

Item #	Year	Make	Model	Serial #	Hours	Sale Price
CFG2397	2014	JD	524KXDW	NEW	0	140,700.00

524K LOADER
 JDLINK ULTIMATE CELLULAR FOR THE AMERICAS, EXCLUDING COSTA RICA
 JOHN DEERE POWERTECH PVX 6.8L MEETS EPA IT4 AND EU STAGE IIIB EMISSIONS (141 NET PEAK HP)
 STANDARD FAN DRIVE
 AIR INTAKE SYSTEM WITHOUT PRECLEANER ENGINE
 ENGINE EXHAUST WITH FLAT BLACK CURVED STACK
 130 AMP ALTERNATOR
 524K STANDARD GATHERING GROUP
 524K LOADER
 Z-BAR
 3 FUNCTION -- JOYSTICK WITH 3RD FUNCTION AUXILIARY CONTROL LEVER AND STEERING COLUMN FNR
 STEERING WHEEL ONLY
 GREASED STEERING CYLINDER JOINTS
 ROPS QUIET CAB WITH AIR CONDITIONING
 CAB WITH AIR A/C CHARGE
 STANDARD FABRIC, BACK REST EXTENSION, AIR SUSPENSION SEAT
 RIDE CONTROL
 STANDARD FUEL FILTER & WATER SEPARATOR
 4-SPEED TRANSMISSION
 HIGH TRACTION - FRONT & REAR HYDRAULICALLY LOCKING DIFFERENTIAL AXLES
 AUTOMATIC DIFFERENTIAL LOCK
 20.5-25 12 PR L2 TITAN BIAS TIRES W/ 3 PC. RIMS
 CLOSE MOUNTED STEPS W/ NO FRONT FENDERS OR REAR PLATFORM
 HALOGEN WORK AND DRIVE LIGHTS
 STANDARD OUTSIDE MIRRORS
 REAR CAST BUMPER/COUNTERWEIGHT WITH REAR HITCH AND LOCKING PIN
 ENGLISH LABELS AND DECALS

BUCKET PINS LESS BUCKET
24 VOLT TO 12 VOLT - 8 AMP CONVERTER
AM/FM/WB RADIO WITH CD PLAYER
REAR CAMERA AND RADAR OBJECT DETECTION SYSTEM
SECONDARY STEERING
HYDRAULIC CONTROL SYSTEM FOR ATTACHMENT COUPLER LOCKING PINS
BOTTOM GUARDS
FULL MACHINE 36/5000(\$1900 ADD ON)
JRB COUPLER
JRB 2.5 CY 4N1 BUCKET W/BOE
PRICE VALID IF ORDERED PRIOR TO DECBMER 31, 2013
SPARE TIRE ON 3-PIECE RIM (\$2300)

Total of Items For Sale : 140,700.00
Grand Total : 140,700.00

Acceptance Signature: _____ **Date:** _____

All quotations contingent upon strikes, delays, and conditions beyond our control. Prices subject to change with or without notice.
All prices are subject to expiration of any current sales programs and incentives.



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. 14-01802

SHIP TO

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

VENDOR Vendor #: RWM00020

R W MOORE EQUIPMENT CO INC
 1128 HWY 70 W
 GARNER, NC 27529

ORDER DATE: 01/28/14
 DELIVERY DATE:
 STATE CONTRACT:
 VENDOR ACCT NUM:
 VENDOR PHONE #: (919) 772-2121
 VENDOR FAX #: (252) 758-6508
 REQUISITION #: R1400602

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

QUANTITY	DESCRIPTION	ACCOUNT NO	UNIT PRICE	TOTAL
1.00	NEW2014 JD 524KXDW loader	10-530-4-5774-00	140,700.0000	140,700.00
	Please do not fax po. As per our Town Contract dated 1/24/14. State Contract number 760H.	CAPITAL OUTLAY EQUIPMENT		
			TOTAL	=====
				140,700.00

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.