



**County of Spotsylvania**  
**Procurement Division**  
8800 Courthouse Road (P.O. Box 215)  
Spotsylvania, VA 22553  
Ph. 540/507-7586 Fax 540/582-6304

# PURCHASE ORDER

**P.O. NUMBER 17074**

P.O. number must appear on all related correspondence, shipping papers, and invoices:

PURSUANT TO  
VIRGINIA CODE §2.2-4343.1,  
SPOTSYLVANIA COUNTY DOES  
NOT DISCRIMINATE AGAINST  
FAITH-BASED ORGANIZATIONS

To: **Atlantic Machinery, Inc.**  
2628 Garfield Ave.  
Silver Spring, MD 20910

Ship To: **Spotsylvania County Utilities Department**  
600 Hudgins Road  
Fredericksburg, VA

Attn: M.J. Dubois  
[MJDUBOIS@ATLANTICMACHINERY.COM](mailto:MJDUBOIS@ATLANTICMACHINERY.COM)

Attn: Delma Armstrong

		SHIP VIA	F.O.B. POINT	TERMS	
April 12, 2017			Destination	Net 30 Days	
QTY	UNIT	DESCRIPTION		UNIT PRICE	TOTAL
1	EA	Purchase and deliver one (1) New Vac-Con combination jet/vacuum sewer cleaner with standard equipment V311E/1000 for Spotsylvania County Utilities, 600 Hudgins Road, Fredericksburg, VA 22408  Contract documents consist of: 1. Spotsylvania County Purchase Order #17074 dated April 12, 2017; and Spotsylvania County Purchase Order General Terms & Conditions dated August 9, 2016; 2. Atlantic Machinery, Inc. quote dated November 14, 2016; 3. National Joint Power Alliance (NJPA) RFP Number 022014 dated January 9, 2014; Proposal Offering and Acceptance dated January 20, 2014 and Contract Acceptance and Award of NJPA Contract #022014-AMI dated March 14, 2014 .		\$371,406.00	\$371,406.00
				TOTAL	\$371,406.00

If there are any questions concerning this purchase order, please contact Elaine Guinn – Spotsylvania County Procurement Division Ph. 540/507-7599; Fax: 540/582-6304

1. Please send one copy of your invoice.
2. In accordance with the prices, terms, delivery method, and specifications, including warranties, pursuant to any IFB and bid documents, or referenced Terms & Conditions delineated above.
3. Delivery constitutes acceptance of all terms and conditions.
4. Please notify us immediately if you are unable to ship as specified.
5. Send all invoices to:  
Spotsylvania County Utilities/Public Works Department  
600 Hudgins Road  
Fredericksburg, VA 22408
6. Pursuant to Virginia Code §2.2-4311.1, seller warrants that during the performance of this contract, it will not employ unauthorized alien workers, as defined by the Immigration Reform and Control Act of 1986.

**FOR OFFICIAL USE ONLY**

**Requisitioning Department:** Utilities

Requisitioner: Delma Armstrong

Mark B. Taylor  
County Administrator

Approved as to form   
Deputy County Attorney

This standard Purchase Order form has been previously APPROVED AS TO FORM by the Office of the Spotsylvania County Attorney for small purchases. Any deviations from the County's customary form must be reviewed and approved by the County Attorney.



## SPOTSYLVANIA COUNTY PURCHASE ORDER GENERAL TERMS AND CONDITIONS

1. All prices unless otherwise specified are F.O.B. Destination with transportation charges prepaid.
2. If shipment is made by freight or express and charges added to invoice, the original bill of lading properly receipted shall accompany invoice. All charges must be prepaid.
3. Deliveries against this order must be free of excise, transportation, or state sales taxes. State sales and use tax certificate of exemption form will be issued upon request.
4. Purchase Order number shall be shown by Contractor on all related invoices, delivery memoranda, bills of lading, packages and/or correspondence.
5. Invoice terms are Net 30 days.
6. The CONTRACTOR providing services to the County under this Purchase Order Agreement represents and warrants to the County that it is:
  - A. Conforming to the provisions of the Civil Rights Act of 1964, as amended, as well as the Virginians With Disabilities Act, the Americans With Disabilities Act and Section 2.2-4311 of the Virginia Public Procurement Act, and where applicable, to the Virginia Fair Employment Contracting Act of 1975, as amended, and the Virginia Human Rights Act, as amended.
  - B. Not employing illegal alien workers or otherwise violating the provisions of the Immigration Reform and Control Act of 1986 and Virginia Code § 2.2-4311.1;
  - C. Complying with federal, state and local laws and regulations applicable to the performance of the goods and services procured, the work performed pursuant to the Agreement shall conform to all professional principles generally accepted as standards of the industry in the Commonwealth, the CONTRACTOR'S work performed shall be free of defects, and any new materials and equipment furnished under this Agreement shall be of good quality and in working condition; and
  - D. In full compliance with the Virginia Conflict of Interest Act.
7. CONTRACTOR'S performing work for the County shall maintain at a minimum, the following insurance coverage, if the work is performed by any type of corporation, partnership, or licensed business. An Automobile liability policy may be under a personal policy for a sole proprietor.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED:

  - A. Worker's Compensation – Statutory requirements and benefits
  - B. Employers Liability - \$100,000
  - C. Commercial General Liability - \$1,000,000 Combined Single Limit Bodily Injury and Property Damage Each Occurrence. These coverages are to include Products/Completed Operations, Personal & Advertising Injury, and Independent Contractor's Liability
  - D. Automobile Liability \$500,000.
  - E. Professional Liability, if required, under Professional Services.

The County, Board of Supervisors and employees, shall be named as additional insured on Auto and General liability Policies. The County reserves the right to require the Contractor to provide evidence of required insurance coverage.
8. During the performance of this Agreement, CONTRACTOR agrees that:
  - A. It will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor; that it will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause; and that it will state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor that such Contractor is an equal opportunity employer. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement; and
  - B. It will include the provisions of the foregoing paragraph in every subcontract or purchase order of over \$10,000.00, so that the provisions will be binding upon each sub-CONTRACTOR or CONTRACTOR.

8. During the performance of this Agreement, the CONTRACTOR agrees to:
- A. Provide a drug-free workplace for the CONTRACTOR'S employees; and comply with the Federal Drug Free Workplace Act.
  - B. Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the CONTRACTOR'S workplace and specifying the actions that will be taken against employees for violations of such prohibition;
  - C. State in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR that the CONTRACTOR maintains a drug-free workplace; and
  - D. Include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each SUBCONTRACTOR or CONTRACTOR.
  - E. For the purposes of this section, "drug-free workplace" means any site at which the performance of work is done in connection with this contract awarded to the CONTRACTOR, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
10. The parties agree that this Agreement is governed by and shall be interpreted in accordance with the laws of the Commonwealth of Virginia, and that proper venue, in the event of litigation concerning this matter, shall be in the Circuit Court of Spotsylvania County, Virginia. The parties agree that any litigation involving this Agreement shall be brought only in such court. In the event of any action brought by either party against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, each party shall pay their own attorney's fees, costs and expenses.
11. Pursuant to Section 2.2-4354 of the Code of Virginia, (1950, as amended), the CONTRACTOR covenants and agrees to:
- A. Within seven (7) days after receipt of any amounts paid to the CONTRACTOR under the Agreement, (i) pay any subcontractor for its proportionate share of the total payment received from the COUNTY attributable to the work under the Contract performed by such subcontractor, or (ii) notify the COUNTY and the subcontractor, in writing, of its intention to withhold all or part of the subcontractor's payment and the reason therefore;
  - B. Provide its federal employer identification number or social security number, as applicable, before any payment is made to the CONTRACTOR under the Agreement;
  - C. Pay interest at the legal rate or such other rate as may be agreed to in writing by the subcontractor and the CONTRACTOR on all amounts owed by the CONTRACTOR that remain unpaid after seven (7) days following receipt by the CONTRACTOR of payment from the COUNTY for work performed by the subcontractor under the Agreement; and
  - D. Include in its contracts with any and all subcontractors the requirements of 1, 2, and 3 above.
12. CONTRACTOR shall indemnify, defend and hold harmless the COUNTY and its representatives from any and all claims, suits and actions for injury or damage sustained by any person or property from any act or omission by CONTRACTOR and/or its CONTRACTORS or employees, or anyone else for whom CONTRACTOR is or may be responsible. This section shall survive the termination of this Agreement.
13. Spotsylvania County reserves its rights of ownership to all material given to the Contractor by Spotsylvania County and to all background information, documents, and computer software and documentation developed by the Contractor in performing any Contract resulting from this procurement.
14. Spotsylvania County shall have the right to terminate at Spotsylvania County's convenience, with or without cause, any contract resulting from this Purchase Order by specifying the date of termination in a written notice. In this event, the Contractor shall be entitled to just and equitable compensation for any authorized satisfactory work done or any items/materials accepted by Spotsylvania County.
15. CONTRACTOR acknowledges that the Spotsylvania County Procurement Policy is applicable to this Agreement. The Spotsylvania County Procurement Policy governing this Agreement may be accessed at:  
<http://www.spotsylvania.va.us/content/20925/20963/21966/20995/23291/default.aspx>



11/14/16

**COMBINATION JET/VACUUM SEWER CLEANER**  
**NJPA CONTRACT: 022014-AMI**

Customer: SPOTSYLVANIA

Shipping: VIRGINIA

Requirement Specification	
Combination jet/vacuum sewer cleaner with all standard equipment V311E/1000	
Freightliner Model 114SD Chassis, 6 x 4, 370 HP Allison Auto transmission and Air conditioning, 66,000 GVWR	
Body mounting on Chassis	
10' Aluminum Telescoping boom with joy stick and remote pendant control (telescopes hydraulically 10' forward from the stowed position) -8" diameter intake hose and boom, travel tie down post with latch	
Front Articulating hydraulic hose reel with 600' X 1" Jet Hose capacity (swings 3' out beyond side of truck chassis) with manual hose rewind guide	
1000 Gallon polyethylene water tank capacity with 10 year warranty	
11 Cubic yard capacity debris tank 3/16" corten steel, (5 year warranty) with full opening rear door (minimum 50 degree debris tank dumping, power up and down	
Automatic vacuum breaker (prevents operation when full and contains debris when moving unit) and overflow protection	
700' of 3/4" x 3000 PSI jet hose	
Auxiliary engine (water pump operation) John Deere, 6 cylinder, 185HP @ 2400 RPM	
3-Stage centrifugal compressor creating 200" vacuum and 0-8000 CFM	
Hydraulic tail gate door latches with hydraulic door grabber and safety latch	
Hydrostatic drive of vacuum system with pump upgrade	
Front tow eyes	
Giant water pump rated 50 GPM @ 3000 PSI with smooth continuous pressure	
6" Knife valve with center post handle in lieu of 5" Standard butterfly valve	
Rear door drain valve flushout connection	



Requirement Specification	
Splash Guard	
1/4 turn ball valve water drain assembly	
50' Retractable hand gun hose reel with hose	
Air purge system	
Debris body power flushout system	
Hydro Excavation system	
Pre tank Y strainer	
Variable flow valve	
Water pump remote oil drain	
Winter re-circulation system for rodder hose	
Aluminum Dual roller level wind guide	
Hose footage counter	
Auxiliary engine remote oil drain	
Centrifugal compressor quiet silencer, constructed of stainless steel	
Cone rack, hinged style	
Heavy reinforced wear back elbow	
Long handle PVC storage	
Rear mounted tow hooks	
Remote boom grease zerkl assembly	
Remote debris tank grease assembly	
Hand held spot light, LED	
Four strobes, 2 front bumper, 2 rear bumper	
LED arrow board	
LED boom mounted flood lights	
LED strobe with limb guard, rear mounted	

Requirement Specification	
2 limb guards for flood lights	
Mirror mounted strobe light, LED with guard	
6 way pendant control	
Low water alarm with light	
Traffic camera system	
Rear camera placement	
Wireless remote control system	
ENZ Antiblaster, 600.080	
ENZ Grenade nozzle 400.100A	
Excavation quick coupling with rotojet	
Excavation quick coupling with chisel nozzle	
Paper Vac-Con manual	
3/4" x 10' leader hose	
Lazy Susan pipe rack for 5 tubes	
Two roll out shelves for behind cab storage box	
Two 35" x 14" 24" aluminum side tool boxes	
Aluminum storage box behind cab 16" x 42" x 96"	
Aluminum storage box behind cab in lieu of standard steel	
Two side mounted tool box 35" x 14" x 24"	
8" adjustable air gap	
Optional Safety Striping: white/red	
Air passenger seat	
Two standard ENZ nozzles, one sanitary (egg) and one Chisel point penetrator	
ICC lighting	
Hose guide (tiger tail) for hose protection, hydrant wrench, 25' of fill hose	

Requirement Specification	
20 gpm @ 600 PSI wash down system with hand gun and 25' of 1/2" hand gun hose	
Paint : Body unit : To match cab	
Local dealer pre delivery and inspection	
On site customer training	
Consignee Delivery	
NJPA TOTAL PRICE TO CUSTOMER (DISCOUNTED ON CONTRACT BY \$17,548.00)	\$386,406.00
ADDITIONAL DISCOUNT OFFERED BY LOCAL DEALER FOR BRAND LOYALTY	(\$15,000.00)
TOTAL DISCOUNTED PRICE OFFERED TO CUSTOMER	\$371,406.00

Delivery is 90-120 Days after receipt of order.

NJPA CONTRACT NO 022014-AMI

VENDOR/CONTRACT HOLDER:

CONTACT: M.J. DUBOIS

ATLANTIC MACHINERY, INC  
2628 GARFIELD AVE  
SILVER SPRING, MD 20910 301-585-0800  
EMAIL [MDUBOIS@ATLANTICMACHINERYINC.COM](mailto:MDUBOIS@ATLANTICMACHINERYINC.COM)