

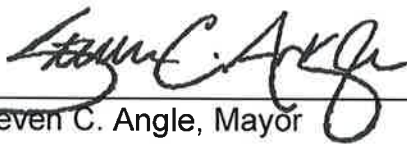


NOTICE OF SPECIAL CALLED MEETING

June 17, 2022

In accordance with the Town Code, as amended, I hereby request the presence of all Members of the Rocky Mount Town Council at a special called meeting of the Town Council to be held on Thursday, June 23, 2022 at 6:00 p.m. in the Council Chambers of the Rocky Mount Municipal Building located at 345 Donald Avenue, Rocky Mount, Virginia for the purpose of:

- Reviewing Details Regarding the Purchase of a Proposed New Fire Truck.



Steven C. Angle, Mayor



ROCKY MOUNT TOWN COUNCIL
SPECIAL CALLED MEETING
AGENDA

June 23, 2022
6:00 PM

Council Chambers, Rocky Mount Municipal Building
345 Donald Avenue, Rocky Mount, Virginia

Please make sure your cellular phone is off during the Council meeting. The Town of Rocky Mount is pleased to offer assistive listening devices for meeting attendees with special hearing needs. One may be obtained by asking the Town Clerk for assistance.

1. Roll Call
2. Approval of Agenda
3. Review and Consideration for Proposed New Fire Truck Discussed at Finance and Human Services Committee Meeting on June 21, 2022
 - 3.1. Fire Truck Documents
4. Adjournment

ITEM(S) TO BE CONSIDERED UNDER:
General

FOR COUNCIL MEETING DATED:	June 23, 2022
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STAFF MAKING REQUEST:	Robert J. Wood, Town Manager
BRIEF SUMMARY OF REQUEST:	During the last budget work session, Chief Woodrow asked Council to consider the purchase of a new fire truck to replace two existing trucks. He explained that it would take quite some time to get a truck given the challenges that we are all aware of-- supply chain, labor, etc. Council asked that he come back in June (after the budget was adopted) to discuss further. You have in your packet materials from the proposal regarding the truck. The proposal with all of the specifications is over two hundred pages long, so we pulled the pages that we thought were the most important. If you would like to see the full proposal, it is available at the Municipal Building. Chief Woodrow will be at the meeting to go over details and answer any questions that you might have.
ACTION NEEDED:	Make recommendation to Town Council

Attachment(s): Yes - Fire Truck Discussion Documents

FOLLOW-UP ACTION:
(To be completed by Town Clerk)

Specs on Engines to be Replaced

Engine 1
1992 Pierce Fire Engine
1000 Gallons of water
1250 GPM pump
Replacement Year 2022
Replacement cost \$793,451.00

Engine 1A
1995 Pierce Fire Engine
1000 Gallons of water
1250 GPM pump
Replacement Year 2025
Replacement cost \$904,534.00

Specs on Replacement Tender

Tender 1
2024 Pierce Fire Pumper/Tanker
3000 Gallons of water
2000 GPM pump

Benefits of Replacing Both Engines with One Tender

Cost savings to the Town of over \$628,374.00
Maintenance savings over life of the truck
Exceeds ISO requirements
Large Water supply if the hydrant system is down (ex. Taliaferro St.)
Capable of answering any kind of fire call when staffing is low
Designed for today's needs and the future
Twice the storage space for tools and equipment
One thousand feet of 4-inch large diameter supply hose with truck

Safety Features in New Truck

Air Bags for passengers
Anti-rollover protection
Seatbelt warning system
Tac four front suspension
Aggressive Downshift with Jake brake
Automatic Air Pac restraint system
Heated mirrors and High flow Defrost
360-degree scene lighting
Hi visibility Emergency Lighting
Full Chevron rear reflection
Chevron on all passenger doors when open
Onboard traffic camera system

ROCKY MOUNT VOL. FIRE DEPARTMENT

ENFORCER 3,000 GALLON PUMPER/TANKER PROPOSAL

5-26-2022





Proposal for Furnishing Apparatus

May 26, 2022

Department: Rocky Mount Volunteer Fire Department

Attn: Chief Justin P. Woodrow

1250 N. Main Street, Rocky Mount, VA 241561

Upon an order being placed by you, and final acceptance by Pierce Manufacturing the apparatus and equipment herein named will be manufactured for the following prices:

	Price
Pierce Enforcer 3,000 Gallon Pumper Tanker	\$1,069,611.00

Total: \$1,069,611.00

Said apparatus and equipment are to be built and shipped in accordance with the specifications hereto attached, delays due to strikes, war, or intentional conflict, failures to obtain chassis, materials, or other causes beyond our control not preventing, within about 840 calendar days after receipt of this order and the acceptance thereof by Pierce Manufacturing.

Taxes: Tax is not included in this proposal. In the event that the purchasing organization is not exempt from sales tax or any other applicable taxes and/or the proposed apparatus does not qualify for exempt status, it is the duty of the purchasing organization to pay any and all taxes due.

Cancellation: In the event this proposal is accepted, and a purchase order is issued then cancelled or terminated by Customer before completion, Atlantic Emergency Solutions may charge a cancellation fee of 30% of the purchase price.

Terms: The terms of this proposal will be governed by the laws of the state of Virginia. No additional terms or conditions will be binding upon Atlantic Emergency Solutions unless agreed to in writing and signed by a duly authorized officer of Atlantic Emergency Solutions.

This proposal is valid 30 Days from above Date.

Sincerely,

Bobby St.Clair, Regional Account Manager

845 Third Street
Vinton, VA 24179
(540) 353-5299 - Cell

**Rocky Mount Volunteer Fire Department
3,000 Pumper/Tanker
Dealer to Furnish Services**

May 26, 2022

1. Drawing Approval trip for three (3) Fire Department representatives, with airfare and hotel & meals. Airline will be scheduled from the Roanoke Regional Airport via commercial airline and includes individual hotel rooms for each person and all meals.
2. Final Inspection trip for three (3) Fire Department representatives, with airfare and hotel & meals. Airline will be scheduled from the Roanoke Regional Airport via commercial airline and includes individual hotel rooms for each person and all meals.
3. Weekly Photo report once construction begins on apparatus.
4. One (1) 6" Barrel Strainer
5. Fourteen (14) Sections 4" Double Jacket Fire Hose w/4" Storz, 75' Sections - Color to be determined
6. Two (2) Sections 4" Double Jacket Fire Hose w/4" Storz, 25' Sections - Orange in Color
7. One (1) 4" Storz x 6" NST Female Swivel Adapter
8. One (1) 4" Storz x 6" NST Female Swivel 30 Degree Elbow
9. Two (2) 5" Storz x 4" Storz Adapters
10. One (1) 4" Storz x 4.5" NST Female Swivel Adapter
11. One (1) 4" Storz x 4.5" NST Female Swivel 30 Degree Elbow
12. Two (2) 4" Storz x 2.5" NST Male Adapters
13. Two (2) 4" Storz x 2.5" NST Female Swivel Adapters
14. Two (2) Kocheck Storz Wrench Sets
15. Four (4) 4" Storz Mounting Plates
16. Three (3) Kocheck Hydrant/Spanner Wrench Sets
17. One (1) 16" Super Vac Electric PPV Fan

18. One (1) Zoll AED
19. Two (2) Cases Dri-Decking – black in color
20. Delivery of Apparatus from Pierce Mfg. to Roanoke Regional Service Center
21. Pre-delivery service / check-in of apparatus at our Roanoke VA service center.
22. Valid VA state inspection sticker.
23. Delivery of Apparatus from Roanoke Regional Service Center to Rocky Mount Vol. Fire Dept.
24. Training on apparatus at Rocky Mount Vol. Fire Dept. Times and dates to be determined by Rocky Mount Vol. Fire Dept.



This purchase agreement (together with all attachments referenced herein, collectively, the "Agreement"), made and entered into by and between Atlantic Emergency Solutions, Inc., a Virginia corporation ("Atlantic"), and **Town of Rocky Mount Virginia, (Fire Department)**, ("Customer") is effective on the last signature date set forth on the signature lines below (the "Effective Date").

1. **Purchase and Payment.** Customer agrees to purchase and Atlantic agrees to sell to Customer the fire apparatus (and any associated equipment) furnished by Atlantic to Customer (hereinafter referred to, collectively, to as the "Apparatus") as more fully described in the specifications attached hereto as **Exhibit A** (the "Specifications") and incorporated herein for the total purchase price of **\$1,069,611.00 One Million, Sixty-Nine Thousand, Six Hundred Eleven Dollars and zero cents- Total Purchase Price** USD (the "Purchase Price"). Payment shall be made as set forth on **Exhibit A**. In the event of a conflict between the Specifications and any request for proposal, request for bid, or other Customer provided or drafted documents, the Specifications shall control.

2. **Changes to Specifications.** If, subsequent to the Effective Date of this Agreement: 1) the manufacturer of the Apparatus (or a manufacturer of a component therein) makes design and/or production changes, including, but not limited to future drivetrain upgrades (such as engine, transmission or axle upgrades) ("Manufacturer Modifications"); or 2) design or production changes are made to the Apparatus to comply with any applicable government regulation (such as the Federal Motor Vehicle Safety Standards or the Environmental Protection Agency Emissions Standards) or industry standards (such as those adopted by the National Fire Protection Association) (cumulatively referred to hereinafter as "Compliance Modifications"), and if there is an increase in costs to Atlantic as a result of Manufacturer Modifications or Compliance Modifications, the Purchase Price shall be automatically adjusted to reimburse Atlantic for said costs. Atlantic shall make reasonable efforts to advise the Customer of such changes within a reasonable time and provide documentation to support any changes in price to Customer upon request. In addition, Customer and Atlantic may agree to make changes to the Specifications, but any such changes must be by written change order signed by Customer and Atlantic ("Change Order"). However, in the case of Manufacturer Modifications or Compliance Modifications resulting in additional costs to Atlantic, Atlantic may execute Changes Orders without joinder of Customer, and any such Change Orders shall be binding on Customer. Atlantic shall not be liable to Customer for any delay in performance or delivery arising from any Change Order.

3. **Cancellation or Default by Customer.** In the event that Customer cancels its order or otherwise breaches this Agreement by reason of non-payment or otherwise prior to delivery, Atlantic shall be permitted to retain possession and ownership of the Apparatus and shall not be obligated to deliver same to Customer. In addition, Atlantic and Customer agree that if such Customer breach were to occur, it would be difficult to determine actual damages to Atlantic. Customer acknowledges and agrees that: 1) the Apparatus is a unique and highly customized vehicle, made specifically for Customer; 2) Atlantic has invested a significant effort and incurred significant expense in the design and engineering of the Apparatus for Customer; and 3) due to its unique and customized nature, resale of the Apparatus will be difficult to a third-party without a significant loss to Atlantic. As a result, Atlantic and Customer agree that Thirty Percent (30%) of the Purchase Price is a reasonable estimate of the damages that would be incurred by Atlantic if a breach occurred in the future and shall be due and payable to Atlantic by Customer in the case of such a breach. Customer and Atlantic agree that this amount of liquidated damages is fair and reasonable and would not constitute a penalty to Customer. In the event of non-payment by Customer subsequent to delivery, Atlantic may recover full possession of the Apparatus by any lawful means, and shall be entitled to any additional damages sustained by Atlantic as a result of any diminution of value of the Apparatus resulting from use or damage thereto to the extent that such damages exceed the liquidated damages above. Atlantic shall have and retain a purchase money security interest in the Apparatus to secure payment of the Purchase Price and all other sums owed by Customer to Atlantic. In the event of nonpayment by Customer of any debt, obligation or liability now or hereafter incurred or owing by Customer to Atlantic, Atlantic shall have and may exercise all rights and remedies of a secured party under the Uniform Commercial Code Secured Transactions (UCC) provisions as adopted by the Commonwealth of Virginia. In addition, Atlantic shall be entitled to recovery from Customer all of Atlantic's reasonable attorneys' fees and all costs of collection resulting from non-payment or other non-performance hereunder by Customer.

4. **Delivery, Inspection and Acceptance.** (a) **Delivery.** It is estimated that the Apparatus shall be ready for delivery F.O.B. (**AES's Roanoke Service Center**) within **820 - 840** days from the Effective Date of this Agreement, subject to delays caused by the Customer, delays caused by Change Order(s) or delays provided for in Paragraph 10 below. The stated delivery date is an estimate only and not guaranteed. Atlantic shall advise Customer when the Apparatus is ready for delivery. (b) **Inspection and Acceptance.** Upon delivery, Customer shall have fifteen (15) days within which to inspect the Apparatus for substantial conformance to the Specifications. In the event of substantial and material non-conformance to the Specifications, Customer shall furnish Atlantic

with written notice sufficient to permit Atlantic to evaluate such non-conformance ("Notice of Defect") within said fifteen (15) day period. If the Apparatus is not in substantial and material conformance with the Specifications, any material and substantial defects shall be remedied by Atlantic within thirty (30) days from the Notice of Defect. In the event Atlantic does not receive a Notice of Defect within fifteen (15) days of Delivery, the Apparatus shall be deemed to be in conformance with the Specifications and fully accepted by Customer.

5. Notice. Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: 1) hand delivery; 2) registered, express, or certified mail, postage prepaid, return receipt requested; or 3) nationally-recognized commercial overnight courier.

Atlantic Emergency Solutions, Inc.
Director of Order Management
12351 Randolph Ridge Lane
Manassas, Virginia 20109

Customer
Town of Rocky Mount, Virginia (Fire Department)
345 Donald Avenue
Rocky Mount, VA 24151

6. Warranty. Any applicable warranty or warranties are attached hereto as **Exhibit B** (collectively, the "Warranty") and made a part hereof. Any additional warranties must be expressly approved in writing by Atlantic.

7. Disclaimer of Additional Warranties. OTHER THAN AS EXPRESSLY SET FORTH IN PARAGRAPH 6 ABOVE AND **EXHIBIT B** TO THIS AGREEMENT, ATLANTIC (AS WELL AS ITS SUPPLIERS), THEIR PARENT COMPANIES, AFFILIATES, SUBSIDIARIES, LICENSORS OR SUPPLIERS, THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS AND REPRESENTATIVES MAKE NO WARRANTIES, WRITTEN OR ORAL, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, BY STATUTE OR OTHERWISE. FURTHERMORE, ANY OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF QUALITY, IMPLIED WARRANTY OF MERCHANTABILITY, IMPLIED WARRANTY AGAINST INFRINGEMENT, AND IMPLIED WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED AND DISCLAIMED. CUSTOMER FURTHER ACKNOWLEDGES THAT STATEMENTS MADE BY SALES REPRESENTATIVES OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.

8. Exclusions of Incidental and Consequential Damages. IN NO EVENT SHALL ATLANTIC (OR ITS SUPPLIERS) BE LIABLE TO CUSTOMER FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES INCURRED BY CUSTOMER (INCLUDING, BUT NOT LIMITED TO LOSS OF USE AND/OR LOST PROFITS) AS A RESULT OF ANY BREACH OF THIS AGREEMENT, WHETHER ARISING UNDER THEORIES OF BREACH OF CONTRACT, STRICT LIABILITY, STATUTORY LIABILITY, BREACH OF EXPRESS OR IMPLIED WARRANTY, NEGLIGENCE, OR OTHERWISE.

9. Indemnity. To the extent permitted by law, Customer shall indemnify, defend and hold harmless Atlantic and all of its officers, directors, employees, representatives, dealers, agents and subcontractors, from and against any and all claims, costs, judgments, liability, loss, damage, attorneys' fees or expenses of any kind or nature whatsoever (including, but without limitation, relating to personal injury or death) caused by, resulting from, arising out of or occurring directly or indirectly in connection with Customer's purchase, operation, ownership, installation or use of any items (including, without limitation, the Apparatus) sold or supplied by Atlantic, except only to the extent caused by the sole negligence of Atlantic.

10. Force Majeure. Atlantic shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond Atlantic's control which make Atlantic's performance impracticable, including but not limited to, wars (declared or not), terrorism, insurrections, strikes, riots, fires, hurricanes, storms, floods, earthquakes, other acts of nature, acts of God, explosions, accidents or mechanical breakdown, acts of sabotage or vandalism, any acts of government authority, delays or failures in transportation, inability to obtain necessary labor supplies, inability to utilize manufacturing facilities, regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, epidemics, quarantine restrictions, failure of vendors to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.

11. Manufacturer's Statement of Origin. It is agreed that the manufacturer's statement of origin ("MSO") for the Apparatus covered by this Agreement shall remain in the possession of Atlantic until the entire Purchase Price has been paid. If more than

one Apparatus is covered by this Agreement, then the MSO for each individual Apparatus shall remain in the possession of Atlantic until the Purchase Price for that Apparatus has been paid in full.

12. Assignment. Neither party may assign its rights and obligations under this Agreement unless it has obtained the prior written approval of the other party.

13. Severability. If any provision, or part hereof, of this Agreement shall be declared invalid by judicial determination or legislative action, only such provision, or part thereof, so declared invalid shall be affected, and all other provisions not consistent therewith or directly dependent thereon shall remain in force and effect.

14. Governing Law; Jurisdiction. Without regard to any conflict of law provisions, this Agreement is to be governed by and under the laws of the Commonwealth of Virginia. Atlantic and Customer further agree that the York County Circuit Court located in the Commonwealth of Virginia shall be the exclusive venue in the event of any litigation relating to this Agreement and/or the Apparatus.

15. Entire Agreement and Amendments. This Agreement constitutes the sole and only agreement between Atlantic and Customer relating to the Apparatus, and supersedes any prior understanding or written or oral agreements between the parties relating to the Apparatus. No amendment, modification or alteration of the terms hereof shall be binding unless the same is executed in writing, dated subsequent to the date hereof and duly executed by Atlantic and Customer.

16. Waiver. The waiver of any breach of any term or provision hereof by either party hereto shall not be considered a waiver of any other term or provision or of any other or later breach of this Agreement, regardless of the nature of such subsequent event or breach, unless such waiver is expressly stated in writing by an authorized representative of the waiving party.

17. Captions; Counterparts. The captions and paragraph numbers appearing herein are inserted only as a matter of convenience and are not intended to define, limit, construe or describe the scope or intent of any paragraph, nor to in any way affect this Agreement or the interpretation or application thereof. This Agreement may be executed in duplicate counterparts which, when taken together, shall constitute one and the same Agreement.

Accepted and agreed to by:

ATLANTIC EMERGENCY SOLUTIONS, INC.

Name: _____

Title: _____

Signature: _____

Date: _____

CUSTOMER: Town of Rocky Mount (Fire Department)

Name: Robert J. Wood _____

Title: Town Manager _____

Signature: _____

Date: _____

CUSTOMER: Town of Rocky Mount (Fire Department)

Name: Justin P. Woodrow _____

Title: Fire Chief _____

Signature: _____

Date: _____

EXHIBIT A

**SPECIFICATIONS AND
PURCHASE DETAIL FORM**

Atlantic Emergency Solutions, Inc.
Director of Order Management
12351 Randolph Ridge Lane
Manassas, Virginia 20109
Fax (703) 257-2572

Date: _____

Customer Name: Town of Rocky Mount, VA (Fire Department)

Quantity	Chassis Type	Body Type	Price per Unit
1	Enforcer	3,000 Gallon Pumper Tanker	\$1,069,611.00
			\$
			\$
			\$
			\$

Payment Terms: 100% Payment of \$1,069,611.00, (One Million, Sixty-Nine Thousand, Six Hundred Eleven Dollars and zero cents) due upon delivery of completed apparatus to the Town of Rocky Mount, Virginia (Fire Department)

Other Terms: _____

Specifications: A complete copy of the applicable Specifications is attached hereto and incorporated herein by this reference.

Training Requirements: Times and dates to be determined by Town of Rocky Mount, Virginia (Fire Department)

If any portion of the Purchase Price is to be made subsequent to delivery of the Apparatus to Customer and it is necessary for Customer to obtain third-party financing for said payment, Customer shall provide Atlantic proof of the availability of financing at the time of the execution of this Agreement. All taxes, excises and levies that Atlantic may be required to pay or collect by reason of any present or future law or by any governmental authority based upon the sale, purchase, delivery, storage, processing, use, consumption, or transportation of the Apparatus sold by Atlantic to Customer shall be added to the Purchase Price and paid by Customer. All delivery prices or prices with freight allowance are based upon prevailing freight rates and, in the event of any increase or decrease in such rates, the Purchase Price will be increased or decreased accordingly. Delinquent payments shall be subject to a carrying charge equal to one and one-half percent (1.5%) per month or, if such amount exceeds that permitted under the law, then the maximum lesser percentage amount which is permitted by law.

EXHIBIT B

WARRANTY

ONE (1) YEAR MATERIAL AND WORKMANSHIP

A Pierce basic apparatus limited warranty certificate

ENGINE WARRANTY

A Cummins **five (5) year** limited engine warranty will be provided

STEERING GEAR WARRANTY

A Sheppard **three (3) year** limited steering gear warranty will be provided.

FIFTY (50) YEAR STRUCTURAL INTEGRITY

The Pierce custom chassis frame limited warranty certificate.

FRONT AXLE THREE (3) YEAR MATERIAL AND WORKMANSHIP WARRANTY

The Pierce TAK-4 suspension limited warranty certificate

TDM REAR AXLE FIVE (5) YEAR MATERIAL AND WORKMANSHIP WARRANTY

A Meritor™ Axle 5 year limited warranty will be provided.

ABS BRAKE SYSTEM THREE (3) YEAR MATERIAL AND WORKMANSHIP WARRANTY

A Meritor Wabco™ ABS brake system limited warranty certificate

TEN (10) YEAR STRUCTURAL INTEGRITY

The Pierce custom cab limited warranty certificate

TEN (10) YEAR PRO-RATED PAINT AND CORROSION

A Pierce cab limited pro-rated paint warranty certificate

FIVE (5) YEAR MATERIAL AND WORKMANSHIP

The Pierce Command Zone electronics limited warranty certificate

CAMERA SYSTEM WARRANTY

A Pierce fifty four (54) month warranty will be provided for the camera system.

COMPARTMENT LIGHT WARRANTY

The compartment lights will not offer an extended warranty.

TRANSMISSION WARRANTY

The transmission will have a **five (5) year/unlimited mileage** warranty covering 100 percent parts and labor. The warranty will be provided by Allison Transmission.

Note: The transmission cooler is not covered under any extended warranty you may be getting on your Allison Transmission. Please review your Allison Transmission warranty for coverage limitations.

TRANSMISSION COOLER WARRANTY

The transmission cooler will carry a five (5) year parts and labor warranty (exclusive to the transmission cooler). In addition, a collateral damage warranty will also be in effect for the first three (3) years of the warranty coverage and will not exceed \$10,000 per occurrence.

WATER TANK WARRANTY

A UPF poly water tank limited warranty certificate

FIVE (5) YEAR STRUCTURAL INTEGRITY

The Pierce tanker pumper apparatus body limited warranty certificate

PUMP WARRANTY

The Waterous pump will be provided with a Seven (7) year material and workmanship limited warranty.

TEN (10) YEAR PUMP PLUMBING WARRANTY

The Pierce apparatus plumbing limited warranty certificate.

TEN (10) YEAR PRO-RATED PAINT AND CORROSION

A Pierce body limited pro-rated paint warranty certificate.

THREE (3) YEAR MATERIAL AND WORKMANSHIP

The Pierce Goldstar gold leaf lamination limited warranty limited warranty certificate.