

Certificate Of Completion

Envelope Id: 2F46AA5F6D134436B8440A0F68D2BC1F

Status: Completed

Subject: American Road Conservation Contract

Source Envelope:

Document Pages: 16

Signatures: 4

Envelope Originator:

Certificate Pages: 5

Initials: 0

Steve Maynard

AutoNav: Enabled

P.O. BOX 250

Envelope Stamping: Enabled

Apex, NC 27502-0250

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Steve.Maynard@apexnc.org

IP Address: 209.112.106.2

Record Tracking

Status: Original

Holder: Steve Maynard

Location: DocuSign

8/14/2024 1:19:56 PM


Steve.Maynard@apexnc.org

Signer Events

Rick Quinones

rick.q@ncroadservices.com

Security Level: Email, Account Authentication
(None)**Signature**

DocuSigned by:

553B26BD4E694BD...

Signature Adoption: Pre-selected Style
Using IP Address: 172.58.253.154
Signed using mobile**Timestamp**

Sent: 8/14/2024 1:27:30 PM

Viewed: 8/14/2024 1:30:07 PM

Signed: 8/14/2024 1:41:00 PM

Electronic Record and Signature Disclosure:

Accepted: 8/14/2024 1:30:07 PM

ID: 9e21b594-9b44-4385-8d5e-4a2077cb91b3


Antwan Morrison

Antwan.Morrison@apexnc.org

Finance Director

Town of Apex

Security Level: Email, Account Authentication
(None)

DocuSigned by:

C1FC1A957C74406...

Signature Adoption: Drawn on Device
Using IP Address: 96.10.1.162

Sent: 8/14/2024 1:41:02 PM

Viewed: 8/14/2024 4:25:06 PM

Signed: 8/14/2024 4:25:12 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Randal E. Vosburg

Randy.Vosburg@apexnc.org

Town Manager

Security Level: Email, Account Authentication
(None)

DocuSigned by:

4F2B7C4B5FA3479...

Signature Adoption: Pre-selected Style
Using IP Address: 96.10.1.162

Sent: 8/15/2024 9:18:32 AM

Viewed: 8/20/2024 8:39:38 AM

Signed: 8/20/2024 8:39:50 AM

Electronic Record and Signature Disclosure:

Accepted: 4/22/2024 2:50:44 PM

ID: 7dc2f3d5-45fe-4205-86c5-bc0f9c8d3178

Allen Coleman

allen.coleman@apexnc.org

Town of Apex | Attn: Amber Bobbitt

Security Level: Email, Account Authentication
(None)

DocuSigned by:

C1F21B1AF04C4FF...

Signature Adoption: Pre-selected Style
Using IP Address: 96.10.1.162

Sent: 8/20/2024 8:39:52 AM

Viewed: 8/20/2024 9:58:56 AM

Signed: 8/20/2024 9:59:48 AM

Electronic Record and Signature Disclosure:

Accepted: 8/20/2024 9:58:56 AM

ID: c966d070-b941-4e5e-b5ae-7d9a3e7075ff

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Marty Stone marty.stone@apexnc.org Security Level: Email, Account Authentication (None)	<div>VIEWED</div> Using IP Address: 96.10.1.162	Sent: 8/14/2024 4:25:16 PM Viewed: 8/15/2024 9:18:31 AM
Electronic Record and Signature Disclosure: Accepted: 5/30/2024 9:20:16 AM ID: 59ab2af0-3985-4083-9a17-99ae894f7776		
Carbon Copy Events	Status	Timestamp
Allen Coleman allen.coleman@apexnc.org Town of Apex Attn: Amber Bobbitt Security Level: Email, Account Authentication (None)	<div>COPIED</div>	Sent: 8/14/2024 4:25:15 PM Viewed: 8/20/2024 2:25:52 PM
Electronic Record and Signature Disclosure: Accepted: 8/20/2024 10:18:49 AM ID: f26f8643-ccaf-4c99-a5e4-14299ec36a4c		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/14/2024 1:27:30 PM
Certified Delivered	Security Checked	8/20/2024 9:58:56 AM
Signing Complete	Security Checked	8/20/2024 9:59:48 AM
Completed	Security Checked	8/20/2024 9:59:48 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Town of Apex (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Town of Apex:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: troy.salahuddin@apexnc.org

To advise Town of Apex of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at troy.salahuddin@apexnc.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Town of Apex

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to troy.salahuddin@apexnc.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Town of Apex

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to troy.salahuddin@apexnc.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Town of Apex as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Town of Apex during the course of your relationship with Town of Apex.

**STATE OF NORTH CAROLINA
COUNTY OF WAKE**

**PURCHASE ORDER # 2025-247
STANDARD SERVICES AGREEMENT**

THIS STANDARD SERVICES AGREEMENT (hereinafter "Agreement") is entered into this 20th day of August, 2024 by and between, American Road Conservation, LLC, a North Carolina Limited Liability Company with its principal business offices located at 402 Mayodan Dr., Cary, NC 27511 (the "Contractor"), and the Town of Apex, a municipal corporation of the State of North Carolina, (the "Town"). Town and Contractor may collectively be referred to as "Parties" hereinafter.

WITNESSETH:

The Town and the Contractor, for the consideration stated herein, agree as follows:

1. SCOPE OF SERVICES.

The Contractor agrees to perform for street sweeping services for the Town: Services shall be performed at the times and locations and to the standards described below and throughout this Agreement:

1. Downtown Area as shown of Attachment A: ONCE EVERY TWO WEEKS.
2. Town Parking Lots as shown of Attachment B: ONCE EVERY MONTH.
3. Main Thoroughfares as shown on Attachment C: ONCE EVERY MONTH.
4. Town and NCDOT streets in Swift/Williams Creek watershed as identified on the attached map (Attachment D): ONCE EVERY MONTH.
5. All other Town and NCDOT streets (Attachment E): ONCE EVERY 3 MONTHS.
6. Emergency Call Outs: AS NEEDED.
7. Winter Weather Clean-Up: AS NEEDED.
8. Special Events: AS NEEDED.
9. All cost associated with the proper disposal of sweepings shall be the responsibility of the Contractor. No storage on Town property is available. All Federal, State, and local requirements regarding the proper disposal of street sweepings must be followed.
10. The Contractor shall provide monthly monitoring reports documenting the following: Sweeping date, area swept (i.e. downtown area, Town Parking lots, Town and NCDOT streets, Town and NCDOT streets in the Swift/Williams Creek watershed, and main thoroughfares), tons collected, and mixture ratio of sediment, yard waste, and trash. Monthly reports are to be submitted electronically by the 15th of every month to the representative identified in Section 14 of this Agreement. Failure to consistently submit timely reports may result in termination of the Agreement. The Contractor must be able to accurately account for the total street sweepings collected from the Swift/Williams Creek watershed separately from all other portions of the Town. The extent of the Swift/Williams Creek watershed is identified on the Town Street Sweeping map (Attachment A).
11. The Contractor will notify the Town environmental Programs Manager or designee in advance of instituting all work schedules associated with the services to be performed pursuant to the Agreement.
12. The Contractor shall use street sweeping equipment equipped with a water spray system for dust control.

13. The Town will provide water for sweeping services. Bulk water will be available at the Apex Public Works and Utilities Department located at 105 Upchurch Street, Apex, NC during normal working hours (7:30am to 4:30pm M-F).
14. The Contractor shall create and submit to the Town Environmental Programs Manager or designee a sweeping route and schedule for approval. Once approved by the Town, the Contractor will not deviate from the schedule without prior approval. The Town at its sole discretion may increase or decrease sweeping frequency or alter the sweeping schedule as it deems necessary.
15. For safety purposes and to the maximum extent practicable, no street sweeping will be performed in residential areas on the same day as garbage, recycling or yard waste collection.
16. The Contractor shall be responsible for repairing any damage to streets, parking lots, curb and gutter, sidewalks, mailboxes, utilities, or other property that results from or is caused by from sweeping activities.
17. The Contractor shall be responsible for complying with all legal requirements to ensure employees maintain valid licenses and insurance requirements.

In the event of a conflict between the terms of the attached Scope of Services and this Agreement, this Agreement shall control.

2. SPECIFICATIONS.

Contractor shall provide services in accordance with all governing agency regulations and shall be held to the same standard and shall exercise the same degree of care, skill and judgment in the performance of services for Town as is ordinarily provided by a similar professional under the same or similar circumstances at the time in North Carolina. Upon request by the Town, Contractor will provide plans and specifications prior to engaging in any services under this Agreement. Contractor hereby acknowledges that it is fully licensed to perform the work contemplated by this Agreement. In the event of a conflict between any provided plans and specifications and this Agreement, this Agreement shall control.

3. TIME OF COMMENCEMENT AND COMPLETION.

Contractor shall commence the work required in this Agreement no more than 2 days after the date of execution of this Agreement, and the Contractor shall complete entire work no later than 06/30/2025. If a Scope of Services is provided Contractor shall also comply with all timelines and deadlines documented in the Scope of Services. If Contractor has not satisfactorily commenced or completed the work within the times specified, the Town may declare such delay a material breach of contract and may pursue all available legal and equitable remedies. Any changes to the schedule(s) provided in the Agreement must be agreed to in writing by the Town and the Contractor.

4. CONSIDERATION AND PAYMENT OF SERVICES.

In consideration of the above services, the Town will pay the Contractor the total sum of \$ 146,745.00 less any amount for services not performed. Contractor will submit invoices monthly which will be paid within 30 days from receipt of invoice. Town has the right to require the Contractor to produce for inspection all of Contractor's records and charges to verify the accuracy of all invoices. Town shall pay Contractor's invoices at times set forth above unless a bona fide dispute exists between Town and Contractor concerning the accuracy of said invoice or the services covered thereby.

5. INDEMNIFICATION.

To the extent permitted by law, the Contractor agrees to defend, pay on behalf of, indemnify, and hold-harmless the Town of Apex, its elected and appointed officials, employees, agents, and volunteers against any and all claims, demands, suits or losses, including all costs connected therewith, for any damages which may be asserted, claimed or recovered against or from the Town of Apex, its elected or appointed officials, employees, agents, and volunteers by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof resulting from the negligence of the Contractor.

6. APPLICABILITY OF LAWS AND REGULATIONS.

The Contractor shall adhere to all laws, ordinances, and regulations of the United States, the State of North Carolina, the County of Wake, and the Town of Apex in the performance of the services outlined in this Agreement and any attached specifications.

This Agreement shall be governed by the laws of the State of North Carolina. Any and all suits or actions to enforce, interpret or seek damages with respect to any provision of, or the performance or nonperformance of, this Agreement shall be brought in the General Court of Justice of North Carolina sitting in Wake County, North Carolina, or the United States District Court sitting in Wake County, North Carolina, and it is agreed by the Parties that no other court shall have jurisdiction or venue with respect to such suits or actions.

7. E-VERIFY COMPLIANCE.

The Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (E-Verify). Contractor shall require all of the Contractor's subcontractors to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (E-Verify).

8. ANTI-HUMAN TRAFFICKING.

The Contractor warrants and agrees that no labor supplied by the Contractor or the Contractor's subcontractors in the performance of this Agreement shall be obtained by means of deception, coercion, intimidation or force, or otherwise in violation of North Carolina law, specifically Article 10A, Subchapter 3 of Chapter 14 of the North Carolina General Statutes, Human Trafficking.

9. QUALITY AND WORKMANSHIP.

All work shall be performed to the satisfaction of the Town. The work shall not be considered complete nor applicable payments rendered until the Town is satisfied with the services provided.

10. INSURANCE.

The Contractor shall maintain valid general liability insurance in the minimum amount of \$1,000,000, commercial automobile liability insurance in the minimum amount of \$2,000,000, and provide certificates of such insurance naming the Town of Apex as an additional insured by endorsement to the policies. If the policy has a blanket additional insured provision, the contractor's insurance shall be primary and non-contributory to other insurance. Additionally, the contractor shall maintain and show proof of workers' compensation and employer's liability insurance in the minimum amount of \$1,000,000. The Contractor shall provide notice of cancellation, non-renewal or material change in coverage to the Town of Apex within 10 days of their receipt of notice from the insurance company. All required certificates of insurance, endorsements, and blanket additional insured policy provisions are attached and considered part of this

document. Notwithstanding the foregoing, neither the requirement of Contractor to have sufficient insurance nor the requirement that Town is named as an additional insured, shall constitute waiver of the Town's governmental immunity in any respect, under North Carolina law.

11. PRE-PROJECT SAFETY REVIEW MEETING.

When specified by the Safety and Risk Manager, the Contractor shall attend a pre-project safety review meeting with the contacting Department Head and Supervisors and Safety and Risk Manager prior to the start of work.

12. DEFAULT.

In the event of substantial failure by Contractor to perform in accordance with the terms of this Agreement, Town shall have the right to terminate Contractor upon seven (7) days written notice in which event Contractor shall have neither the obligation nor the right to perform further services under this Agreement.

13. TERMINATION FOR CONVENIENCE.

Town shall have the right to terminate this Agreement for the Town's convenience upon thirty (30) days written notice to Contractor. Contractor shall terminate performance of services on a schedule acceptable to the Town. In the event of termination for convenience, the Town shall pay Contractor for all services satisfactorily performed.

14. NOTICE.

Any formal notice, demand, or request required by or made in connection with this Agreement shall be deemed properly made if delivered in writing or deposited in the United States mail, postage prepaid, to the address specified below.

TO CONTRACTOR:
American Road Conservation, LLC
314 N Dixon Ave
Cary, NC 27513
Office@ncroadservices.com

TO TOWN: Town of Apex
 Attention: Warren Griffis
 PO Box 250
 Apex, NC 27502
Warren.griffis1@apexnc.org

15. DELAY BEYOND THE CONTROL OF THE PARTIES.

Neither Contractor nor Town, having taken commercially reasonable precautions, shall be in default of the provisions of this Agreement for delays in performance due to forces beyond the control of the parties. "Forces beyond the control of the parties" shall mean, but is not limited to, delay caused by natural disaster, fire, flood, earthquakes, storms, lightning, epidemic, pandemic, war, riot, civil disobedience, or other event reasonably outside of the parties' control. Due to the ever-changing circumstances surrounding the COVID-19 pandemic, situations may arise during the performance of this Agreement that affect availability of resources and staff of Contractor or the Town. There could be changes in anticipated performance times and service costs. Contractor will exercise reasonable efforts to overcome the challenges presented by current circumstances. In the event of changes in performance times or service costs caused by the COVID-19 pandemic the Town reserves the right to terminate this Agreement in accordance with its terms. The Parties agree that they shall not be liable to each other for any delays, expenses, losses, or damages of any kind arising out of the impact of the COVID-19 pandemic.

16. NONWAIVER FOR BREACH.

No breach or non-performance of any term of this Agreement shall be deemed to be waived by either party unless said breach or non-performance is waived in writing and signed by the parties. No waiver of any breach or non-performance under this Agreement shall be deemed to constitute a waiver of any subsequent breach or non-performance and for any such breach or non-performance each party shall be relegated to such remedies as provided by law.

17. CONSTRUCTION.

Should any portion of this Agreement require judicial interpretation, it is agreed that the Court or Tribunal construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against any one party by reason of the rule of construction that a document is to be more strictly construed against the party who prepared the documents.

18. NO REPRESENTATIONS.

The parties hereby warrant that no representations about the nature or extent of any claims, demands, damages, or rights that they have, or may have, against one another have been made to them, or to anyone acting on their behalf, to induce them to execute this Agreement, and they rely on no such representations; that they have fully read and understood this Agreement before signing their names; and that they act voluntarily and with full advice of counsel.

19. SEVERABILITY.

In the event for any reason that any provision or portion of this Agreement shall be found to be void or invalid, then such provision or portion shall be deemed to be severable from the remaining provisions or portions of this Agreement, and it shall not affect the validity of the remaining portions, which portions shall be given full effect as if the void or invalid provision or portion had not been included herein.

20. COUNTERPARTS.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one instrument.

21. MODIFICATION.

This Agreement contains the full understanding of the parties. Any modifications or addendums to this Agreement must be in writing and executed with the same formality as this Agreement.

22. BINDING EFFECT.

The terms of this Agreement shall be binding upon the parties' heirs, successors, and assigns.

23. ASSIGNMENT.

Contractor shall not assign, sublet, or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Agreement without the written consent of the Town. Nothing contained in this paragraph shall prevent Contractor from employing such independent consultants, associates, and sub-contractors as it may deem appropriate to assist Contractor in the performance of services rendered.

24. INDEPENDENT CONTRACTOR.

Contractor is an independent contractor and shall undertake performance of the services pursuant to the terms of this Agreement as an independent contractor. Contractor shall be wholly responsible for the methods, means and techniques of performance.

25. NON-APPROPRIATION.

Notwithstanding any other provisions of this Agreement, the parties agree that payments due hereunder from the Town are from appropriations and monies from the Town Council and any other governmental entities. In the event sufficient appropriations or monies are not made available to the Town to pay the terms of this Agreement for any fiscal year, this Agreement shall terminate immediately without further obligation of the Town.

26. IRAN DIVESTMENT ACT CERTIFICATION.

N.C.G.S. 147-86.60 prohibits the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina from contracting with any entity that is listed on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.58. N.C.G.S. 147-86.59 further requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer's Final Divestment List. As of the date of execution of this Agreement the Contractor hereby certifies that the Contractor is not listed on the Final Divestment List created by the North Carolina State Treasurer and that the Contractor will not utilize any subcontractors found on the Final Divestment List.

27. NONDISCRIMINATION.

Pursuant to Section 3-2 of the Town of Apex Code of Ordinances, Contractor hereby warrants and agrees that Contractor will not discriminate against a protected class in employment, subcontracting practices, or the solicitation or hiring of vendors, suppliers, or commercial customers in connection with this Agreement. For the purposes of this Agreement "protected class" includes age, race, religious belief or non-belief, ethnicity, color, national origin, creed, sex, sexual orientation, gender identity, marital status, natural hair style, genetic information, pregnancy, familial status, disability, veteran or military status, or disabled veteran status.

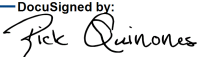
28. ELECTRONIC SIGNATURE.

Pursuant to Article 40 of Chapter 66 of the North Carolina General Statutes (the Uniform Electronic Transactions Act) this Agreement and all documents related hereto containing an electronic or digitized signature are legally binding in the same manner as are hard copy documents executed by hand signature. The Parties hereby consent to use electronic or digitized signatures in accordance with the Town's Electronic Signature Policy and intend to be bound by the Agreement and any related documents. If electronic signatures are used the Agreement shall be delivered in an electronic record capable of retention by the recipient at the time of receipt.

In witness thereof, the contracting parties, by their authorized agents, affix their signatures and seals this 20th day of August, 2024.

Contractor

Name: American Road Conservation, LLC
Name of Contractor (type or print)

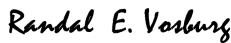
By: 
(Signature)

Title: President


Attest:

(Secretary, if a corporation)

Town of Apex

DocuSigned by:

4F2B7C4B5FA3479...
Randal E. Vosburg, Town Manager

Attest:

DocuSigned by:

C1F24B1AF04C4FF...
Allen L. Coleman, CMC, NCCCO
Town Clerk

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

DocuSigned by:

C1FC1A957C74406...
Antwan Morrison, Finance Director

Ship To

TOWN OF APEX
PUBLIC WORKS
105-A UPCHURCH ST
APEX, NC 27502

Bill To

TOWN OF APEX
ACCOUNTS PAYABLE
PO BOX 250
APEX, NC 27502

Purchase Order
No. 2025-00000247

DATE 08/14/2024

VENDOR NO. 5730

Vendor

AMERICAN ROAD CONSERVATION, LLC
314 N. DIXON AVE
CARY, NC 27513



PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, SHIPPERS, BILL OF LADING AND CORRESPONDENCE

DELIVER BY
FREIGHT TERMS
PAGE 1 of 1
ORIGINATOR: Steve Maynard

REFERENCE #

QTY	UNIT	DESCRIPTION	VENDOR PART #	UNIT COST	TOTAL COST
146,745.00	Each	Contracted Services - Street Sweeping for FY 25 35-8020-01-44500 - Contracted Services 146,745.00		1.0000	\$146,745.00

Purchase Order terms and conditions: <http://www.apexnc.org/terms>.

SUBTOTAL \$146,745.00

SALES TAX \$0.00

TOTAL DUE \$146,745.00


Finance Director


Purchasing Manager

Special Instructions

THIS INSTRUMENT HAS BEEN PREAUDITED IN THE MANNER REQUIRED BY THE LOCAL GOVERNMENT BUDGET AND FISCAL CONTROL ACT.

.....

Downtown Area Map

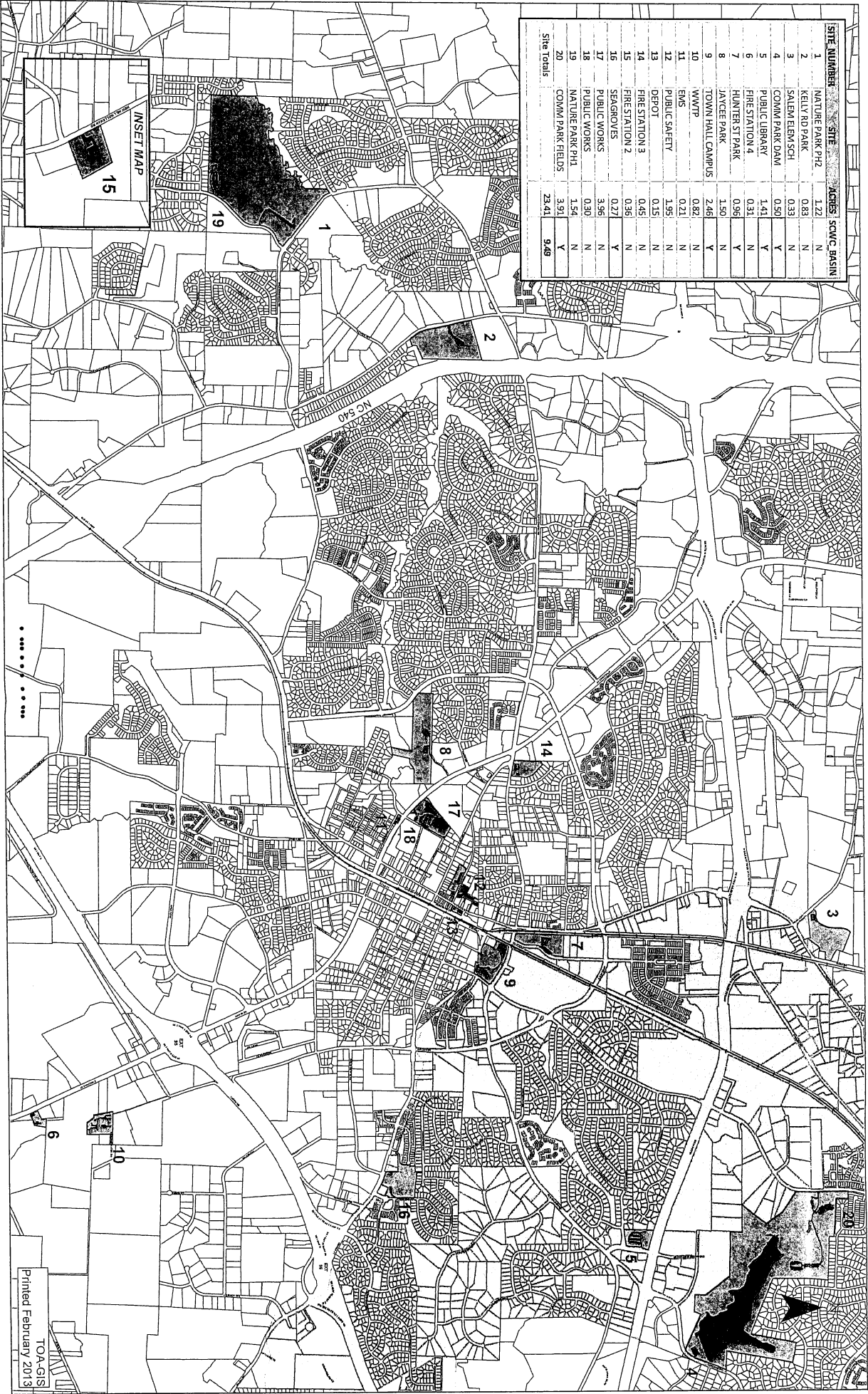
Attachment A

Date: 2/5/2013



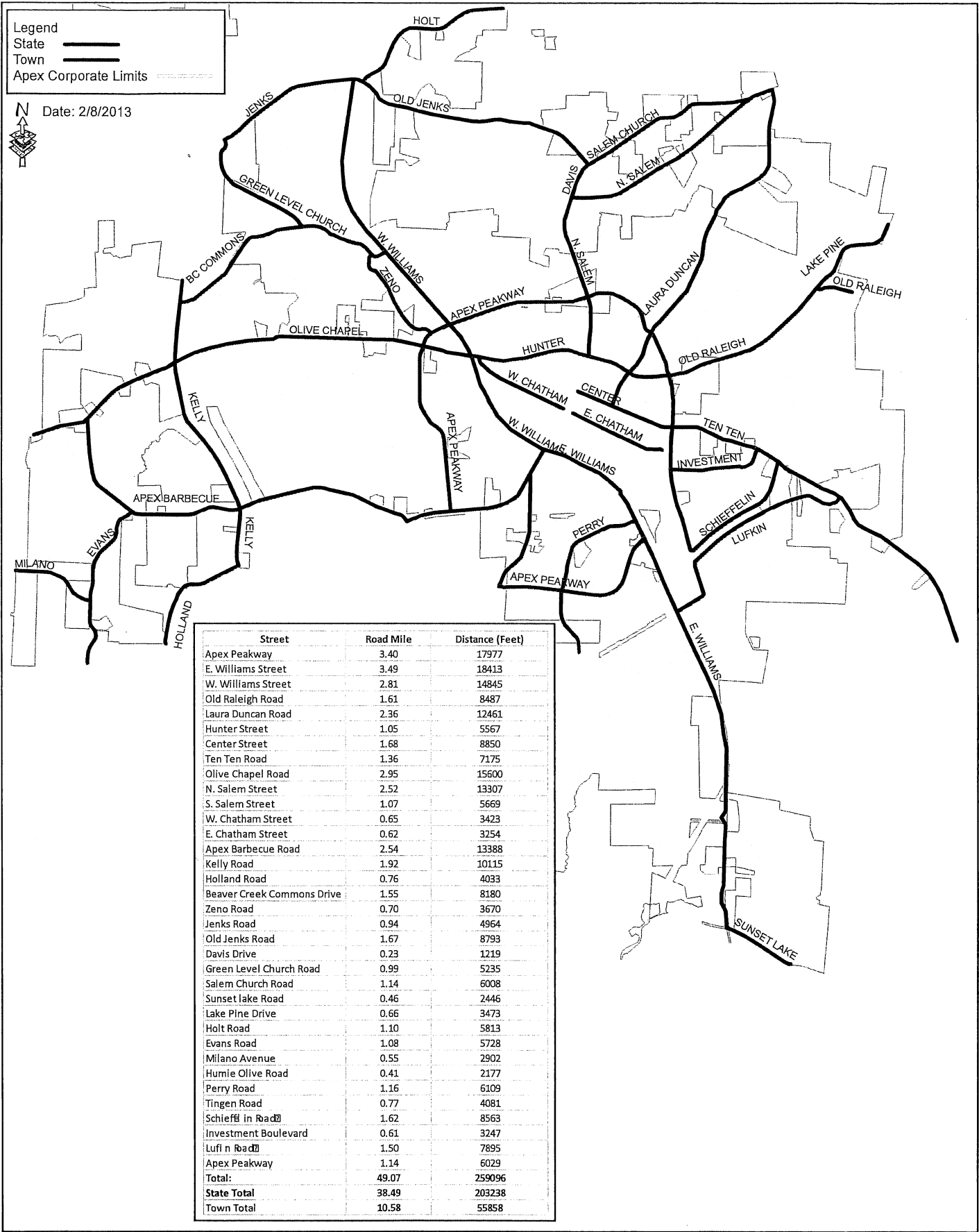
Street	Road Mile	Distance (Feet)
Salem Street	0.66	3484
Templeton Street	0.07	359
Seaboard Street	0.14	752
Commerce Street	0.08	415
Saunders Street	0.16	852
Center Street	0.03	149
Chatham Street	0.07	344
Total:	1.20	6355

Street	To	From
Salem Street	Hunter Street	E. Williams Street
Templeton Street	Saunders Street	N. Salem Street
Seaboard Street	N. Salem Street	Chatham Street
Commerce Street	Chatham Street	Saunders Street
Saunders Street	Apex Police Dept	N. Salem Street
Center Street	CSX Railroad	N. Salem Street
Chatham Street	Commerce Street	Seaboard Street



ATTACHMENT B - Town of Apex Parking Lot Sweeping Map

Main Thoroughfare Map Page 1 of 2



Attachment C

Page 2 of 2

Street

Apex Peakway
E. Williams Street
W. Williams Street
Old Raleigh Road
Laura Duncan Road
Hunter Street
Center Street
Ten Ten Road
Olive Chapel Road
N. Salem Street
S. Salem Street
W. Chatham Street
E. Chatham Street
Apex Barbecue Road
Kelly Road
Holland Road
Beaver Creek Commons Drive
Zeno Road
Jenks Road
Old Jenks Road
Davis Drive
Green Level Church Road
Salem Church Road
Sunset lake Road
Lake Pine Drive
Holt Road
Evans Road
Milano Avenue
Humie Olive Road
Perry Road
Tingen Road
Schieffelin Road
Investment Boulevard
Lufkin Road
Apex Peakway

To

S. Salem Street
Sunset Lake Road
Jenks Road
Kingsway Drive
N. Salem Street
W. Williams Street
US 1
Jessie Drive
Pricewood Lane
Laura Duncan Road
Kelly Road
Commerce Street
End of Chatham Street
Olive Chapel Road
Green Level Church Road
Old US 1 HWY
Kelly Road
Beaver Creek Commons Drive
Green Level Church Road
Davis Drive
Old Jenks Road
Jenks Road
N. Salem Street
Firefly Road
Versailles Drive
Hasbrouck Drive
Humie Olive Road
End of Milano Avenue
Evans Road
End of Perry Road
Apex Peakway
Center Street
Center Street
Ten Ten Road
Tingen Road

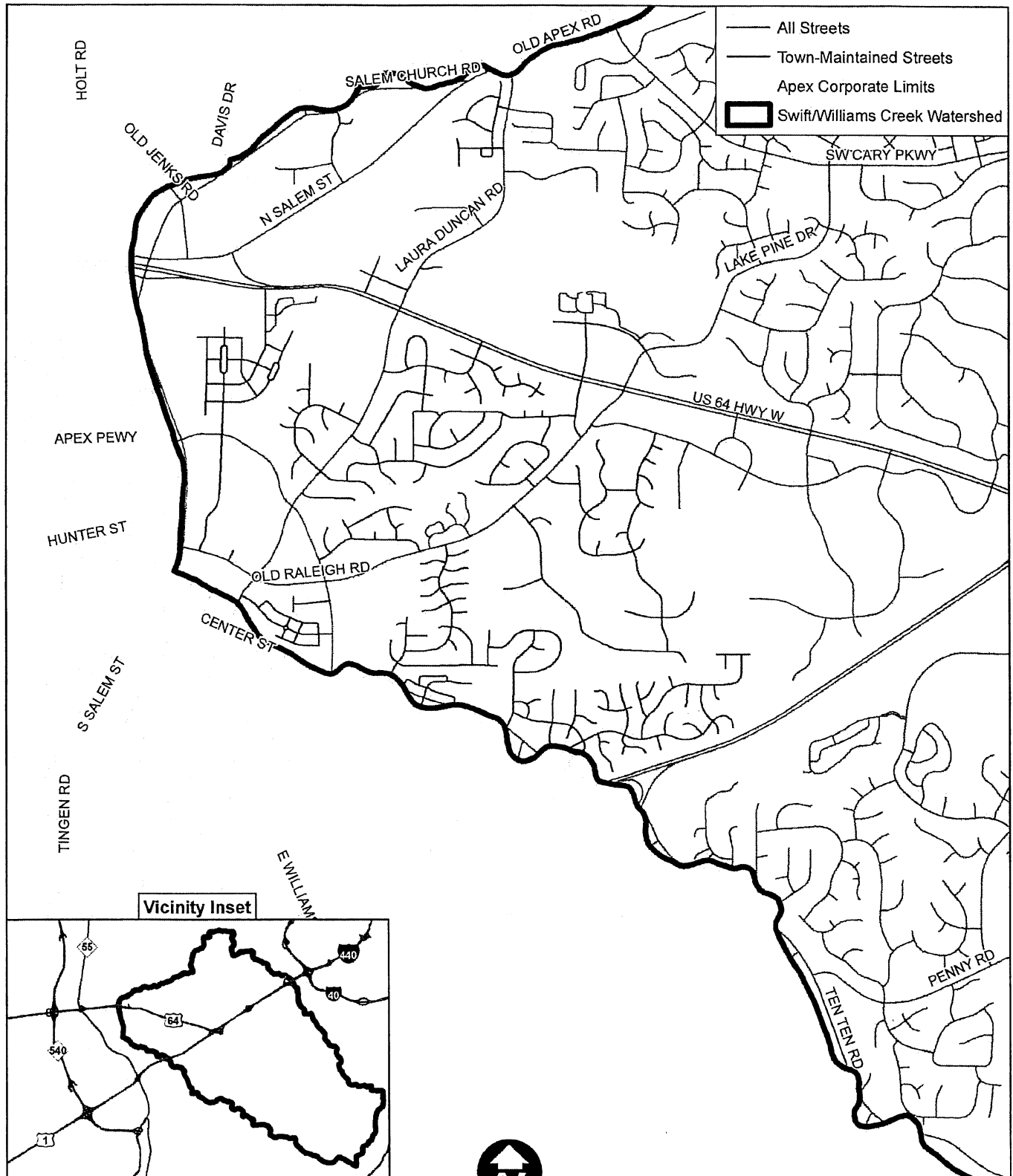
From

Center Street
S. Salem Street
S. Salem Street
Laura Duncan Road
Center Street
Laura Duncan Road
N. Salem Street
US 1
W. Williams Street
Hunter Street
E. Williams Street
Hunter Street
Seaboard Street
S. Salem Street
S. Salem Street
Kelly Road
W. Williams Street
Apex Peakway
W. Williams Street
W. Williams Street
N. Salem Street
HWY 64
Davis Drive
E. Williams Street
Old Raleigh Road
Old Jenks Road
Apex Barbecue Road
Evans Road
Old US 1 HWY
E. Williams Street
S. Salem Street
Center Street
Schieffelin Road
E. Williams Street
E. Williams Street

Town & NCDOT Streets

Swift/Williams Creek Watershed

Apex, NC

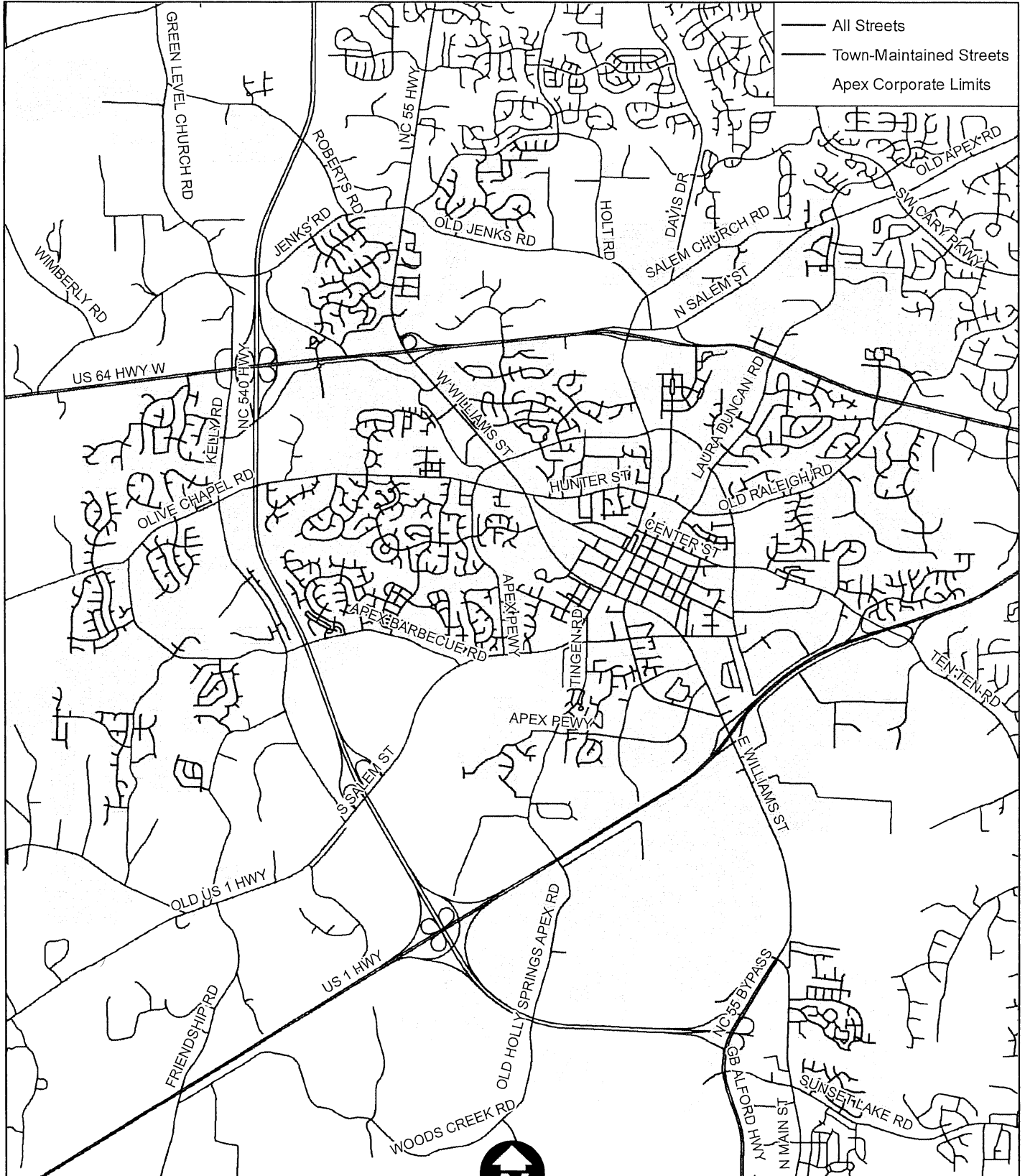


Attachment E

Town & NCDOT Streets

Apex, NC

.....



View results

Respondent

362 John Mullis

00:13
Time to complete

1. DEPARTMENT *

Public Works

2. CONTRACTOR/VENDOR NAME *

American Road Conservation, LLC

3. CONTRACTOR/VENDOR ADDRESS *

402 Mayodan Dr., Cary NC 27511

4. CONTRACTOR/VENDOR CONTACT INFO (Provide FULL NAME and EMAIL of vendor/contractor/person recipient who will sign contract) *

American Road Conservation, LLC - c/o Rick Quinones LLC - office@ncroadservices.com, rick.q@ncroadservices.com

5. PURPOSE OF CONTRACT *

Street Sweeping / Stormwater Compliance

6. AMOUNT *

\$146,745

7. BUDGET CODE *

~~35-8020-11500~~ 35-8020-01-44500

8. TYPE OF CONTRACT *

- ☐ NEW
- ☒ RENEW
- ☐ AMENDMENT

9. HAS LEGAL REVIEWED AND IF SO, WHO? *

- ☐ Yes, Christopher Welch
- ☐ Yes, Laurie Hohe
- ☐ Yes, Brian Meyer
- ☒ No, Legal has NOT reviewed
- ☐ Other

10. SUMMARY OF CONTRACT BEING SUBMITTED *Required for Town Manager* *

Street sweeping helps improve water quality, aesthetic appeal, and improves the longevity of our roadways. We rely on this service for compliance with our NPDES Phase II permit, including meeting the requirements for the 303d listed stream (Swift Creek). This service helps maintain a high-level of cleanliness on main thoroughfares, sub-divisions, and the downtown area.

11. MISC. COMMENTS?

In addition to exhibits, section 6,7,8 provide for As Needed on-call services estimated to be \$7500/yr

12. ATTACHMENTS/EXHIBITS/CONTRACTS INCLUDED *(reminder to attach all files IF needed such as SSA, MSA, Certificate of Insurance and if new vendor attach application with W9)* *

- ☐ YES
- ☒ N/A