

NORTH CAROLINA
DARE COUNTY

2109
SERVICE CONTRACT
PURCHASE ORDER #20100669

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


(CONTRACTOR initials)

THIS CONTRACT is made and entered into this the 30th day of April 2010, 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 UTILITY SERVICE COMPANY P.O. BOX 1350 Perry, GA 31069, (hereinafter referred to as "CONTRACTOR"), party of the second part.

1. SERVICES TO BE PROVIDED AND AGREED CHARGES

The services and/or material to be furnished under this contract (hereinafter referred to collectively as "SERVICES") and agreed charges are as follows:

Pressure Wash, remove rust, prime and paint the corral and exterior roof surfaces within the corral perimeter of the 8th Street Water Tower. Total cost is \$3,900 (Three thousand nine hundred dollars and no cents). Price is in accordance with CONTRACTOR's quote, dated April 19, 2010 (copy attached).

It is mutually agreed by and between the TOWN and CONTRACTOR that work under this contract will commence no later than May 10, 2010. The contract completion date shall be JUNE 30 2010 with time being of the essence. If CONTRACTOR fails to complete work under this contract by June 30, 2010, 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 amount of such damages shall be \$100.00 as liquidated damages for every day's delay in finishing the work in excess of the completion date prescribed; and the CONTRACTOR hereby agrees that said sum shall be deducted from monies due the CONTRACTOR under the contract or, if no money is due the CONTRACTOR 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. DESCRIPTION OF PROJECT

Pressure wash all exterior surfaces using 4,000 psi hot water pressure washers. Use Chlor-rid salt removal additive in the water used for pressure washing at a concentration recommended by the manufacturer.

Clean all rusted areas to bare metal in accordance with SSPC Surface Preparation Methods #2 & #3, Hand and Power Tool Cleaning.

Apply a spot prime coat of a moisture cured polyurethane primer that contains micaceous iron oxide and zinc to all bare metal surfaces. Apply this coat at 2.5 to 3.5 mils dry film thickness.



869

Town of Nags Head

Post Office Box 99
Nags Head, North Carolina 27959
Telephone 252-441-5508
Fax 252-441-0776
www.townofnagshead.net

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Apply a spot prime coat of a moisture cured polyurethane primer that contains micaceous iron oxide and zinc to all bare metal surfaces. Apply this coat at 2.5 to 3.5 mils dry film thickness.

Apply a full intermediate coat of polyamidoamine epoxy to all surfaces, applied at 2 to 3 mils dry film thickness.

Apply one (1) full finish coat of polyurethane paint at 2 to 3 mils dry film thickness.

3. TERM OF CONTRACT

The term of this CONTRACT for SERVICES is from APRIL 30, 2010 to JULY 15, 2010. Either party may nonetheless cancel this contract on thirty (30) days written notice to the other party by certified mail or personal delivery. This contract is subject to the availability of funds to purchase the specified SERVICES and may be terminated at any time if such funds become unavailable.

4. PAYMENT TO CONTRACTOR

The TOWN agrees to pay at the rates specified for SERVICES satisfactorily performed in accordance with this contract. Unless otherwise specified, the CONTRACTOR shall submit an itemized invoice to the TOWN by the end of the month during which SERVICES are performed. Payment will be processed promptly upon receipt and approval by the TOWN of the invoice.

5. INDEPENDENT CONTRACTOR

Both the TOWN and the CONTRACTOR agree that the CONTRACTOR 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 CONTRACTOR'S duties under this contract. Accordingly, the CONTRACTOR shall be responsible for payment of all Federal, State and local taxes arising out of the CONTRACTOR'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 the SERVICES, the CONTRACTOR is acting as an independent contractor and shall perform SERVICES in accordance with currently approved methods and practice in the CONTRACTOR'S professional capacity and in accordance with the standards of applicable professional organizations and licensing agencies.

6. INSURANCE AND INDEMNITY

The CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR is for the acts and omissions of persons directly employed by it.

In addition, the CONTRACTOR 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 CONTRACTOR is excluded from the requirements of such Act and does not voluntarily carry workers' compensation coverage, the CONTRACTOR 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 SERVICES.

The CONTRACTOR agrees to furnish the TOWN proof of compliance with said Act or adequate medical/accident insurance coverage upon request.

The CONTRACTOR upon request by the TOWN shall furnish a Certificate of Insurance from an insurance company, licensed to do business in the State of North Carolina and acceptable to the TOWN verifying the existence of any insurance coverage required by the TOWN. The Certificate will provide for sixty (60) days advance notice in the event of termination or cancellation of coverage.

7. HEALTH AND SAFETY

The CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The CONTRACTOR 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 CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, or national origin. The CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR may be declared ineligible for further contracts.

9. 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.

10. OTHER PROVISIONS

April 30, 2010

Page 4

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

11. CONTRACT DOCUMENTS/AMENDMENTS

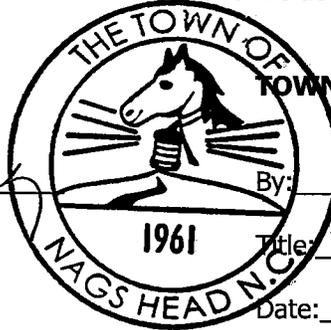
This document together with the purchase order and any attached exhibits constitutes the entire Contract between the said two parties and may only be modified by a written mutual agreement signed by the parties and attached hereto. In the event of any conflict between this contract and any attached documents, the contract language will prevail.

April 30, 2010

12. SIGNATURES

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

Witnessed or Attested By:



TOWN OF NAGS HEAD

Michelle A. Isaac

By:

C. A. A.

Title:

Town Manager

Date:

5-12-10

Regina Arthur

Corporate Seal:

CONTRACTOR

By:

Jeff George

Printed Name:

JEFF GEORGE

Title:

Vice Pres.

Date:

5/10/10

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

Andy
Finance Officer

APPROVED AS TO FORM AND LEGAL SUFFICIENCY.

[Signature]
TOWN ATTORNEY

-----Original Message-----

From: SCI [mailto:sci@tankcare.net]

Sent: Wednesday, February 24, 2010 2:36 PM

To: Nancy Carawan

Cc: Jim Dotson

Subject: Re: Water Tank Painting

Nancy

To repaint the corral and all surfaces within the perimeter of the corral on the Spheroid at the water treatment plant:

- 1) Pressure wash.
- 2) Clean rusted surfaces using hand and power tools.
- 3) Spot prime bare metal surfaces with an epoxy-mastic coating applied at 2.5 to 3.5 mils dry film thickness.
- 4) Apply a full intermediate coat of epoxy-mastic coating to all corral surfaces and surfaces within the perimeter at 2.5 to 3.5 mils dry film thickness.
- 5) Apply a full finish coat of polyurethane paint to all corral surfaces and surfaces within the perimeter at 2 to 3 mils dry film thickness.

Our lump sum price for this work is \$5,233.00 if this work can be scheduled while our men are working on the Kill Devil Hills water tank. If not, add \$806 for mobilization costs to the price above.

If you have questions, or need anything further, please don't hesitate to contact me.

Thanks again.

Jim Skilton
Southern Corrosion, Inc.

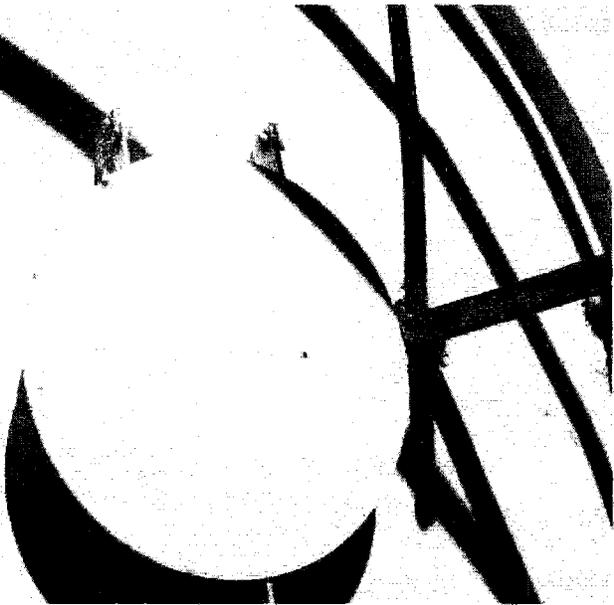
Town of Nags Head

Recommendations

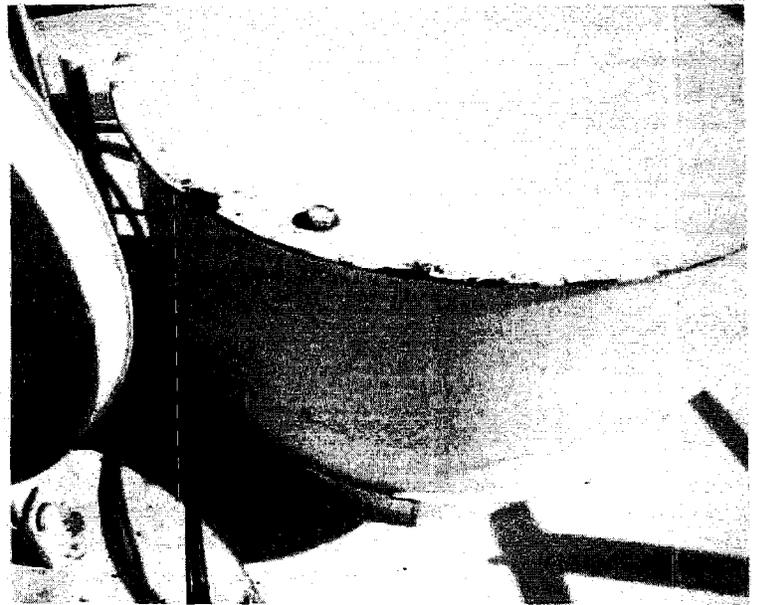
Based upon our inspection of the tank, we recommend that the roof top corral and the exterior roof surfaces within the corral perimeter be painted as soon as possible to avoid serious metal loss. The entire exterior should not require repainting prior to 2015. The interior dry surfaces are in good condition and should only require minor touch-up in 5 years. The interior wet surfaces should last at least 5 years or longer before recoating. However, the interior roof has some rusted areas caused by the welding of the roof top corral to the tank exterior roof. These paint damaged areas are rusting, though no metal loss was observed. It is likely that these areas can wait to be corrected when the exterior is recoated.

We recommend the following specifications for repainting the roof top corral and the roof surfaces within the perimeter of the roof:

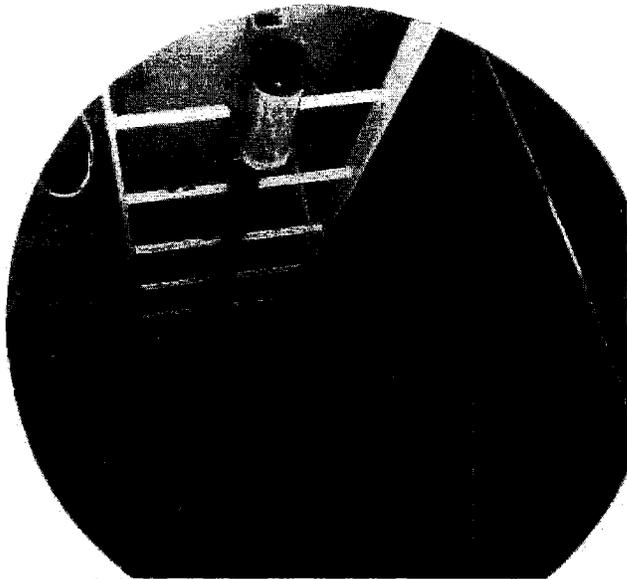
- 1) Pressure wash all exterior surfaces using 4,000 psi hot water pressure washers. Use Chlor-rid salt removal additive in the water used for pressure washing at a concentration recommended by the manufacturer.
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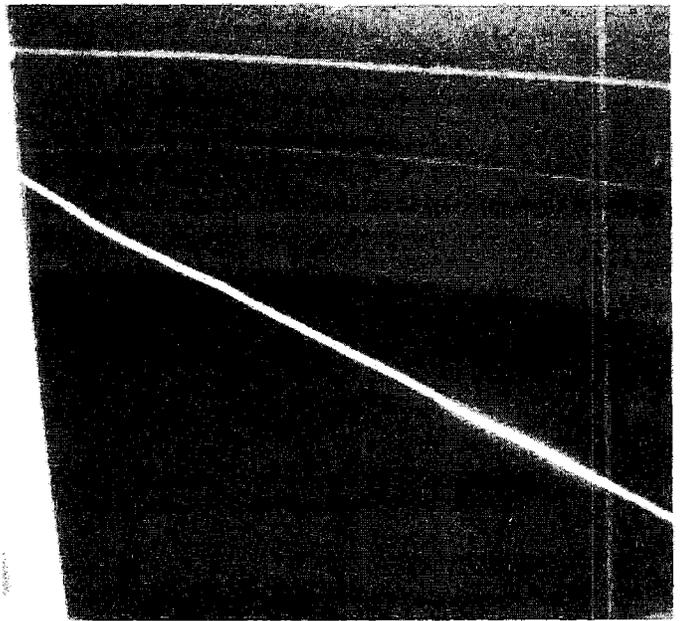
View of roof manway.



View of roof vent.



View of interior ladder.

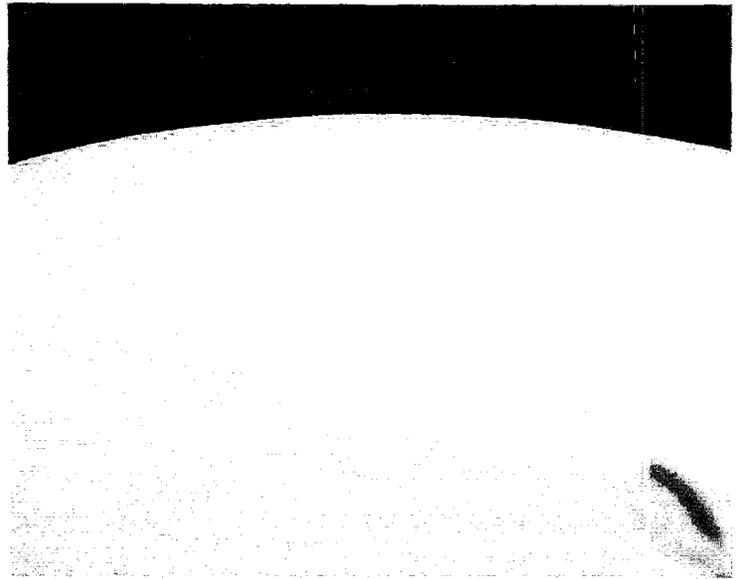


View of interior roof and side walls.

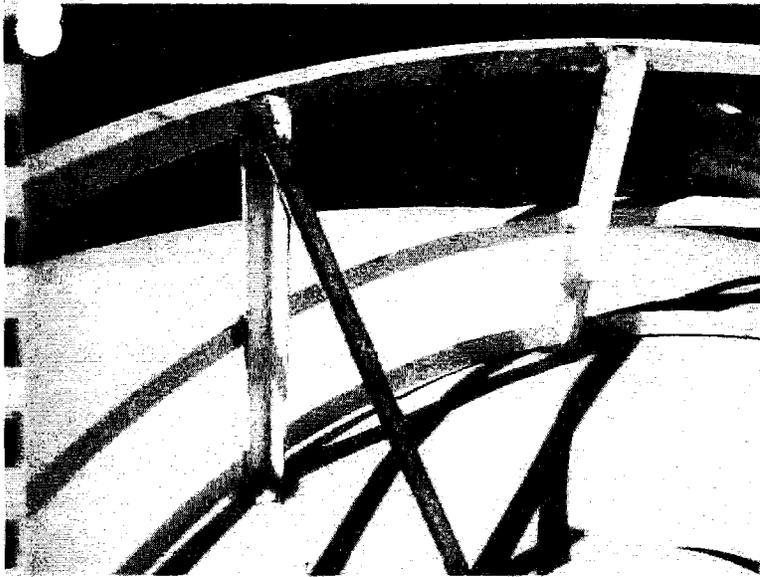
TOWN of NagsHead



View of exterior roof



View of exterior roof.

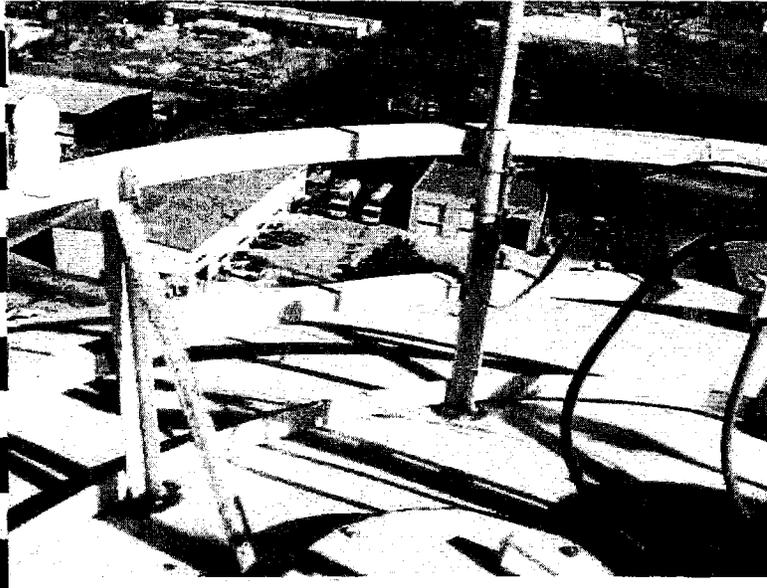


View of roof corral.

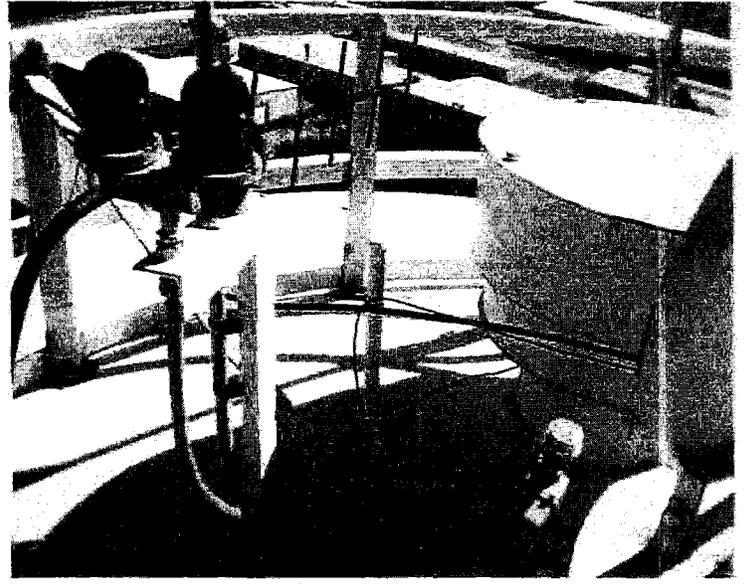


View of roof corral.

TOWN of Nags Head



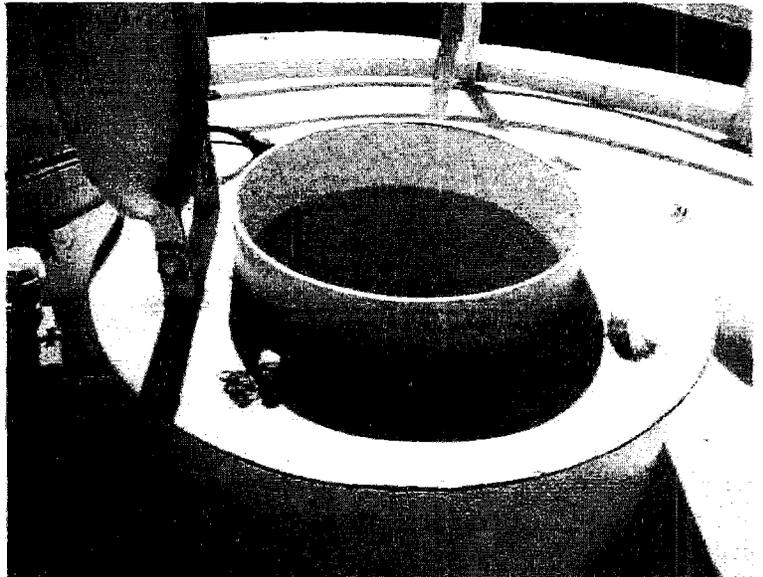
View of roof corral.



View of roof corral, warning lights, and roof vent.



View of secondary roof manway.



View of access tube manway.

TOWN of Nagshead

~~Town~~

Nang Carawan - 252-449-4210

Thank Scotty



05/12/2010 11:44
costellk

TOWN OF NAGS HEAD

PG 1
rqentpst

REQUISITION

00000806-00 FY 2010

BILL TO

VENDOR

UTILITY SERVICES CO INC
PO BOX 12825

PERRY, GA 31069

Tel# 336-427-0216

SHIP TO

NANCY CARAWAN
NAGS HEAD WATER PLANT
2200 LARK AVE
NAGS HEAD, NC

27959

Purchase Order
20100669

DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION		
04/21/10	003394	04/21/10		Water Operations		
LN	DESCRIPTION	QTY	UOM	UNIT PRICE	NET PRICE	
001	to prepare and paint 8th street tower corral and roof of tank within per specs given to Scotty Wilkins	1.0	Each	3900.000	3,900.00	
REQ TOTAL					3,900.00	

** END OF REPORT - Generated by Karen Costello **