

Town of Nags Head
Public Works Contract Review Cover Form

Your review and comments are needed no later than:

February 5, 2016

Contract Name : TH Exterior Painting Project Contract

Contract Originator: Karen Heagy

- New contract
 Change Order
 Task Order
 Service Contract
 Equipment Contract
 Engineering Contract
 Construction Contract

Reviewer	Approval Date	Revisions to be made
David Ryan	N/A	
Finance Director	2-2-16	
Town Clerk	2-2-16	
Town Attorney	2-2-16	Made minor suggested revisions. KBH

Robert C. Edwards
Mayor

Susie Walters
Mayor Pro Tem

Cliff Ogburn
Town Manager



M. Renée Cahoon
Commissioner

John Ratzemberger
Commissioner

Marvin Demers
Commissioner

Town of Nags Head
Post Office Box 99
Nags Head, North Carolina
27959
Telephone 252-441-5508
Fax 252-441-0776
www.nagsheadnc.gov

NORTH CAROLINA
DARE COUNTY

SERVICE CONTRACT
PURCHASE ORDER # 16-01890

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

J.E.R.
(CONTRACTOR initials)

THIS CONTRACT is made and entered into this the 5th day of February 2016 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 Diana's Painting, P.O. Box 3854, Kill Devil Hills, NC 27948, (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:

To furnish all necessary materials and labor to Paint the exterior at the Town Hall Municipal Building located at 5401 Croatan Hwy, Nags Head, NC 27959. Work will also be done in accordance with e-mail proposal quote dated January 16, 2016 (see attached).

Total contract price is \$ 23,890.00 (Twenty Three Thousand Eight Hundred Ninety Dollars and no cents). Price is in accordance with e-mail proposal quote, dated January 16, 2016.

The contract completion date shall be June 30, 2016 with time being of the essence. If CONTRACTOR fails to complete work under this contract by June 30, 2016, the TOWN will be damaged thereby, and because the amount of the TOWN's damages, inclusive of expenses for inspection, superintendence and necessary traveling expenses is difficult if not impossible to definitely ascertain and prove, it is hereby agreed that the sum of **\$250.00** shall be due from CONTRACTOR as liquidated damages, and not by way of penalty, 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

Work under this contract consists of the following:

- Power wash entire building, using chemically treatment to kill the black and green mold by using high pressure.
- Caulk around all windows, doors, trim, corners, soffit etc.
- Repair to rotten shakes and trim.
- Apply rust killer product and coating of rust bullet to all rusty nails.
- Scrape lose stain and old paint
- Apply 3 mill plastic covers to windows.
- Cover decks and all areas not to be painted with drop cloths.
- Paint the white soffit and apply pro block primer and gloss finish duration/timeless.
- Initial coat on Cedar shakes will be sprayed than followed by rolling with a 4" roll and brush one shake at a time, than followed by a second coat.
- Application of Pro block, block filler and satin finish duration/timeless to the ground concrete.
- Paint all windows white.
- Paint all exterior trim.
- Apply primer and finish to all columns, lattice and electrical boxes.
- All labor and materials are included.
- Prep, Prime and Paint all white benches, hand rails and columns.
- Clean up of debris will be done daily.

3. TERM OF CONTRACT

The term of this CONTRACT for SERVICES is from February 5, 2016 until the obligations of the CONTRACT are fulfilled and accepted by the TOWN pursuant to its terms or until the CONTRACT is terminated pursuant to its terms. Either party may nonetheless cancel this CONTRACT on thirty (30) days written notice to the other party by certified mail or personal delivery. This CONTRACT is subject to the availability of funds to purchase the specified SERVICES and may be terminated at any time if such funds become unavailable.

Notwithstanding provisions of this Section 3 to the contrary, the following shall survive the termination of this CONTRACT: any provision in Section 1 regarding liquidated damages; the provisions of Section 6 regarding indemnity; and the provisions of Section 10.

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. E-VERIFICATION OF EMPLOYEES

The CONTRACTOR represents and warrants that it has ensured and will ensure for itself and each subcontractor that it uses to perform obligations under this CONTRACT, that either:

- (1) The CONTRACTOR or subcontractor employs less than 25 employees; or
- (2) The CONTRACTOR or subcontractor: (a) employs 25 or more employees who are employed for 9 months or more during a 12-consecutive-month period; and (b) has used the E-Verify program, which program is operated by the United States Department of Homeland Security and is defined in N.C. Gen. Stat. § 64-25 (5), to verify the work authorization of each employee.

10. GOVERNING LAW

This contract shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this contract shall be brought in the General Court of Justice of the State of North Carolina or in the Federal District Court for the Eastern District of North Carolina.

11. OTHER PROVISIONS

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

12. CONTRACT DOCUMENTS/AMENDMENTS

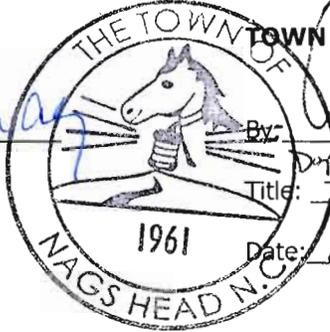
This document together with the purchase order and any attached exhibits constitutes the entire Contract between the said two parties and may only be modified by a written mutual agreement signed by the parties and attached hereto. In the event of any conflict between this contract and any attached documents,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

13. SIGNATURES

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

Witnessed or Attested By:

Micelle Hagan



TOWN OF NAGS HEAD

By: Michael Gorn

Title: Town Manager

Date: 2/9/16

Karen Hagan

Corporate Seal:
N/A

CONTRACTOR

By: Jesus Recinos

Printed Name: Jesus Recinos

Title: Owner

Date: 2-5-16

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

Amy Mullen
Finance Officer

APPROVED AS TO FORM AND LEGAL SUFFICIENCY.

[Signature]
TOWN ATTORNEY



TOWN OF NAGS HEAD
PO BOX 99
5401 SOUTH CROATAN HIGHWAY
NAGS HEAD, NC 27959
Phone: (252)441-5508

Purchase Order/Voucher

THIS NUMBER MUST APPEAR ON ALL INVOICES,
 PACKING LISTS, CORRESPONDENCE, ETC.

NO. 16-01890

SHIP TO

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

VENDOR Vendor #: DIANA005

DIANAS PAINTING
 PO BOX 3854
 KILL DEVIL HILLS, NC 27948

ORDER DATE: 02/03/16
 DELIVERY DATE:
 STATE CONTRACT:
 VENDOR ACCT NUM:
 VENDOR PHONE #: (252) 207-3549
 VENDOR FAX #:
 REQUISITION #: R1600703

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

QUANTITY	DESCRIPTION	ACCOUNT NO	UNIT PRICE	TOTAL
1.00	Painting of TH Ext Building Please do not Fax PO (Contract Work)	10-530-4-5435-00 MAINT/REPAIR BUILDINGS	23,890.0000	23,890.00
			TOTAL	=====
				23,890.00

E-Verify Compliance Assurance by Vendor/Contractor: By accepting this purchase order from the Town of Nags Head, I verify that I understand that E-Verify program operated by the United States Department of Homeland Security and other federal agencies used to verify the work authorization of newly hired employees pursuant to federal law. Furthermore, I confirm that I am aware of and in compliance with the requirements of E-Verify and Article 2 of Chapter 64 of the North Carolina General Statutes, which requires that the Contractor participate in E-Verify if it has at least 25 qualified employees. To the best of my knowledge, any subcontractors employed by me as part of this contract are in compliance with the requirements of E-Verify and Article 2 of Chapter 64 of the North Carolina General Statutes.

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

 FINANCE OFFICER

 PURCHASING AGENT

Mike Norris

From: Jesus Recinos <dianasspainting@hotmail.com>
Sent: Saturday, January 16, 2016 4:27 PM
To: Mike Norris
Subject: Exterior painting of town of nags head building

Scope of work ,

Power wash the entire building , using chemically tread to kill de black mold and green mold , we use high pressure , after wash is dry we caulk around windows , doors trim corners soffit etc . After caulk is done we repair with a professional carpenter the rotten shakes and trim .

Rusty nails we apply tow products rust killer and coating of rust bullet .

Following the steps of preparation like scraping lose stain and paint cover windows with 3 mill plastics , cover decks with drop clods and all areas not to be painted .

Start painting the white soffit around the building applying pro block primer and gloss finish duration / timeless the first coat on cedar shakes we use spry and back roll with a 4 " roll and brush one shake at the time , after we finish the first coat we go with a second coat in all cedar shakes .

The ground concrete wall we apply pro block / block filler and apply satin finish duration / timeless , all the windows white sharers will be painted All exterior trim doors will be painted , columns , lettuce , electrical box , we use primer and finish for last longer the life of the painting guarantee .

All labor and materials clean up debris every day are included

The price for this project \$ 19,900.00

To paint the rest of the white all benches hand realigns columns etc. we follow same steps of preparation like treat rust , scraping priming and finish gloss duration / timeless quality paints from Sherwin Williams or Ppg \$3990.00

We apologize for send this proposal fro my iPhone , my computer is damage if you have any question please contact me at 252 - 207-3549 Dianas painting

Jesus Recinos

Sent from my iPhone

Mike Norris

From: Jesus Recinos <dianasspainting@hotmail.com>
Sent: Monday, February 01, 2016 6:56 AM
To: Mike Norris
Subject: RE: Diana's Painting References

From: dianasspainting@hotmail.com
To: norris@nagsheadnc.gov
Subject: Diana's Painting References
Date: Mon, 1 Feb 2016 06:24:39 -0500

Hello Mike ,

Diana's Painting References

Tomas woods 252-216-7908
woods@icrsaga.com

Art Kunz 252-564-2800
artkunz@basiccopper.com

Gary Kimmell 252-564-4269
Kimmel.gary@gmail.com

stive Lang 540-4244880
slang@icrsaga.com

Billy Copanecos 252-2024671

Jeff Emanuel 252-202-1151
emanuelson@embarqmail.com

Thank you for you preference

Jesus Recinos
Diana's Painting
252-207-3549

po Box 3854 Kill Devil Hills NC



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/29/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Midgett Insurance - KH Kitty Hawk Office PO Box 85 Manteo, NC 27954 Melissa Davenport	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
E-MAIL ADDRESS:		
INSURER(S) AFFORING COVERAGE		NAIC #
INSURER A : Hartford Underwriters Ins Co		
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

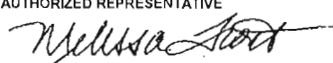
INSURED
 Diana's Painting and Siding, LLC
 C/O Jesus Erazo Recinos
 PO BOX 3854
 Kill Devil Hills, NC 27948

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$ \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N		6S6OUB5048P32-0-15	02/16/2015	02/16/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 PAINTING, DRYWALL, REMODEL, JANITORIAL. JESUS RECINOS EXCLUDED

CERTIFICATE HOLDER TOWNNAG Town of Nags Head Mike Norris PO Box 99 Nags Head, NC 27959	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--