

R Robert O. Oakes, Jr.
Mayor

Doug Remaley
Mayor Pro Tem

Cliff Ogburn
Town Manager



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

Anna D. Sadler
Commissioner

M. Renée Cahoon
Commissioner

Susie Walters
Commissioner

NORTH CAROLINA
DARE COUNTY

SERVICE CONTRACT
PURCHASE ORDER # 12-03190

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


(CONTRACTOR. initials)

THIS CONTRACT is made and entered into this the 25th day of May 2012, 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 A.I. Thomas LLC. DBA AIT Environmental Technology, 830-13 A1A North, Ponte Vedra Beach, Florida 32082 (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:

Treatment Services work to include:

Initial decontamination services using BP IAQ
Decontaminate the areas of the Fire Station excluding the Bay area
Entire attic area will be treated
All living spaces will be treated
All attached storage and supply rooms will be treated
All plenum spaces above the ceilings in living areas will be treated
HVAC will receive decontamination benefit
HEPA vacuum all treated areas for dead spores after treatment
AIT will spot remediate any mold growth at no extra charge
AIT will return within 48 hours and initiate post air sampling tests

Due to the 24 hours a day and 7 days a week use of this building the remediation will be done in continuous stages. As one area is completed, containment will be removed and reinstalled around the next area. Clearance samples will be taken in each area before containment is removed.

One Year Service Guarantee

All areas that will be treated in Fire Station 21 are covered under AIT's 1 Year Service Guarantee. Should Fire Station 21 experience water intrusion for ANY reason leading to the growth of mold, AIT will remove and decontaminate the fungal contamination at no additional cost to the TOWN.

Additional work: Should the scope of work change at any stage of the work, a change order will be prepared prior to completion of that work first.

Total contract price is \$7,113.00 (Seven thousand one hundred thirteen dollars and no cents) to be paid upon acceptance of work by Town. In accordance with CONTRACTOR's proposal Dated May 17, 2012 (copy attached).

It is mutually agreed by and between the TOWN and CONTRACTOR that the construction work under this contract will commence May 31, 2012. The contract completion date shall be June 15, 2012 with time being of the essence. If CONTRACTOR fails to complete work under this contract by June 15, 2012, 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 \$50.00 (fifty dollars and no cents) 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 no by way of penalty, such total sum as shall be due for such delay computed aforesaid.

2. DESCRIPTION OF PROJECT

The service provided is Mold Remediation Work to the TOWN's Fire Station No. 21 located at 8806 Old Oregon Inlet.

3. TERM OF CONTRACT

The term of this CONTRACT for SERVICES is from May 25, 2012 to June 30, 2012. 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 9.

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, and the parties hereby submit to venue in and the personal jurisdiction of the said Courts.

10. 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.

11. CONTRACT DOCUMENTS/AMENDMENTS

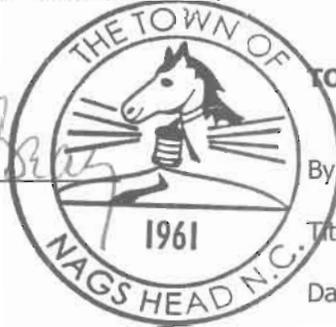
This document together with the purchase order, and any attached exhibits constitutes the entire Contract between the said two parties and may only be modified by a written mutual agreement signed by the parties and attached hereto. In the event of any conflict between this contract and any attached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

12. SIGNATURES

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

Witnessed or Attested By:

Mialette H. Gray



TOWN OF NAGS HEAD

By: C. Gray

Title: Town Manager

Date: May 30, 2012

James W. Thomas

Corporate Seal:

attached

CONTRACTOR

By: James W. Thomas

Printed Name: JAMES W. THOMAS

Title: President

Date: 5-25-2012

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

[Signature] 05/29/12
Finance Officer

APPROVED AS TO FORM AND LEGAL SUFFICIENCY.

[Signature]
TOWN ATTORNEY

State of Florida

Department of State

I certify from the records of this office that AI THOMAS, LLC is a limited liability company organized under the laws of the State of Florida, filed on August 17, 2006.

The document number of this limited liability company is L06000081464.

I further certify that said limited liability company has paid all fees due this office through December 31, 2012, that its most recent annual report was filed on April 30, 2012, and its status is active.

I further certify that said limited liability company has not filed Articles of Dissolution.

Given under my hand and the Great Seal of Florida, at Tallahassee, the Capital, this the Tenth day of May, 2012

Ken Detjmer

Secretary of State



Authentication ID: 900234934989-051012-L06000081464

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.

<https://efile.sunbiz.org/certauthver.html>



To: Kevin Zorc
Fire Chief
5314 S. Croatan Hwy
Nags Head, NC 27959
(252) 441-5909 x2018
Kevin.zorc@nagsheadnc.gov

May 17, 2012

From: Fred Williamson
AIT Environmental Technology
830-13 A1A North, 306
(843) 206-2874

Re: Fire Station 21, Nags Head, NC

AIT Environmental Technology agrees to remove the fungal contamination by decontaminating the affected areas of Fire Station 21, using Benzyl Phenol IAQ. AIT is the sole source for the use of BP IAQ for decontaminating indoor environments

Treatment Services

- Initial decontamination services using BP IAQ.
- Decontaminate the entire areas of the Fire Station excluding the Bay area.
- Entire attic area will be treated.
- All living spaces will be treated.
- All attached storage and supply rooms will be treated.
- All plenum spaces above the ceilings in living areas will be treated.
- HVAC will receive decontamination benefit.
- HEPA vacuum all treated areas for dead spores after treatment.
- AIT will spot remediate any mold growth at no extra charge.
- AIT will return within 48 hours and initiate post air sampling tests.

Treatment Costs: \$7,113.00

One Year Service Guarantee

All areas that will be treated in Fire Station 21 are covered under AIT'S 1 Year Service Guarantee. Should Fire Station 21 experience water intrusion for ANY reason leading to the growth of mold, AIT will remove and decontaminate the fungal contamination at no additional cost to the city of Nags Head.



THE TOWN OF NAGS HEAD

P.O. BOX 99
NAGS HEAD, NC 27959
TEL (252) 441-5508 • FAX (252) 441-4680

PURCHASE ORDER

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

No. 12-03190

Pg 1

S
H
I
P
T
O

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

V
E
N
D
O
R

VENDOR #: AITET010

AIT ENVIRONMENTAL TECH
830-13 AIA NORTH, 306
PONTE VEDRA BEACH, FL 32082

ORDER DATE: 05/30/12
REQUISITION NO: R1200857
DELIVERY DATE:
STATE CONTRACT:
F.O.B. TERMS: Destination

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

Phone: (843)206-2874 Fax: (904)395-9032

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	Sta 21 Mold Remediation [REDACTED] do not fax po	2-10-530-4-5435-00 MAINT/REPAIR BUILDINGS	7,113.0000	7,113.00
			TOTAL	7,113.00

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


FINANCE OFFICER


PURCHASING AGENT

Please contact the Town of Nags Head if the prices indicated are not correct. The Town of Nags Head will not be responsible for incorrect pricing after the Purchase Order is received by vendor for processing.