

847



Town of Nags Head

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

NORTH CAROLINA
DARE COUNTY

SERVICE CONTRACT
PURCHASE ORDER # 20090858

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

BEG
(CONTRACTOR initials)

THIS CONTRACT is made and entered into this the 27th day of April 2009, 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 Allied Environmental Services, 2411-A.South Charles Blvd. Greenville, N.C. 27858 (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:

- Mold Remediation work to include:
- Cleaning
- Travel
- Per Diem
- Poly plastic
- Air Handler- small unit
- HEPA vac
- Furniture- removal, cleaning, and replacing
- Materials Disposal
- Environmental Fee- PPE, supplies, etc.
- Clearance Sampling- 4 samples.

Duct work to include all labor, equipment and material to clean and sanitize all air conditioning ductwork, grills, registers, dampers, diffusers, and turning vanes, on all HVAC units at the above location. It is understood that CONTRACTOR may subcontract with Carolina Quality Air. Parts of this contract at no extra charge to town. CONTRACTOR shall be responsible for paying its subcontractor.

Total contract price is \$11,035.00 (Eleven thousand thirty five dollars and no cents) to be paid upon acceptance of work by Town. In accordance with CONTRACTOR's/Sub Contractor's proposals submitted on February 13, 2009 & April 20, 2009 (copies attached).

It is mutually agreed by and between the TOWN and CONTRACTOR that the construction work under this contract will commence no later than May 11, 2009. The contract completion date shall be June 5, 2009 with time being of the essence. If CONTRACTOR fails to complete work under this contract by June 5, 2009, 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. 16.

3. TERM OF CONTRACT

The term of this CONTRACT for SERVICES is from May 1, 2009 to June 15, 2009. 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 by 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

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.

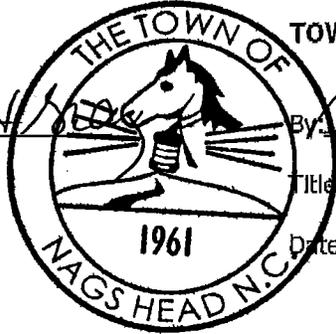
Station 16 Mold Remediation/Duct Work Contract
April 28, 2009

Town of Nags Head
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12. SIGNATURES

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

Witnessed or Attested By:



TOWN OF NAGS HEAD

Melanie [Signature]

By: *[Signature]*

Title: *Town Manager*

Date: *4-27-09*

Corporate Seal:

Witness By:
[Signature]
Secretary

CONTRACTOR

By: *[Signature]*

Printed Name: *Kenneth J. Benau*

Title: *Project Manager*

Date: *4/27/09*

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

[Signature]
Finance Officer

APPROVED AS TO FORM AND LEGAL SUFFICIENCY.

[Signature]
TOWN ATTORNEY



2411-H. South Charles Blvd.
Greenville, N. C. 27858
Phone: (252) 758-3311
Toll Free: (866) 758-3311
Fax (252) 758-3477

February 13, 2009

Customer Name: Doug Huff
City of Nags Head
Fire Station #16
Nags Head, NC

Ref: Cost Estimate for Mold Remediation:

Dear Mr. Huff,

Please find enclosed a cost estimate for the below referenced services.

(1) Cleaning- 4 days	\$1,000.00/day	<u>\$ 4,000.00</u>
(2) Travel	\$75.00 per round trip	<u>\$ 75.00</u>
(3) Per Diem- 4 days		<u>\$ 1,600.00</u>
(4) Poly plastic		<u>\$ 150.00</u>
(5) Air Handler- small unit		<u>\$ 250.00</u>
(6) HEPA vac		<u>\$ 200.00</u>
(7) Furniture- removal,cleaning,replacing		<u>\$ 1,500.00</u>
(8) Materials Disposal		<u>\$ 150.00</u>
(9) Environmental Fee- PPE, supplies, etc.		<u>\$ 510.00</u>
(10) Clearance Sampling- 4 samples		<u>\$ 400.00</u>
	<u>Total</u>	<u>\$ 8,785.00</u>

It should be noted that many of the drop ceiling tiles will have to be replaced. The exact number will be determined during the remediation. These tiles may be provided by the client or an additional charge for the purchase of new tiles will be added to the final invoice.

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.

Additional work: This estimate may be accepted as is or may be itemized at the discretion of the appropriate parties. This estimate is valid for 60 days. Should the scope of work change a final invoice will contain the total cost of services. Any additional labor time and materials is based on scope of work.

If this estimate is agreeable please sign below.

Sincerely,



Kenneth J. Lenau, BS Biologist, CMP, CMT
Allied Environmental Services, PLLC

Accepted By:



Cleaning up your indoor air pollution

111 Essex Drive
Winterville, N.C. 28590
252-321-7447

April 20th, 2009

PROPOSAL

**Re: HAVAC Duct and Equipment Cleaning
Nags Head Fire Station #16**

Carolina Quality Air proposes to provide all labor, equipment and material to clean and sanitize, all air conditioning ductwork, grills, registers, dampers, diffusers, and turning vanes, on all HVAC unit at the above location.

Duct Cleaning shall be done in accordance with National Air Duct Cleaners Association's ACR 2009 standards.

SPECIFICATIONS FOR DUCT CLEANING

1. **Equipment and workmanship:** The Vacuum system shall have a suitable dust and lint collector capable of trapping light and heavy materials vacuumed from the Duct system. The compartments shall be dust tight. All work shall be accomplished by workmen skilled and trained in HVAC systems cleaning. A certified Air System Cleaning Specialist (ASCS) will supervise the entire operation.
2. **Area Clean Up:** Every precaution shall be taken to prevent the spread of dust and dirt in occupied areas. All desks, computers and worktables shall be covered with drop clothes while work is performed in that area. A complete area clean up after each work cycle shall be performed and no debris left behind.
 - 2.1 HEPA filtered air sweepers shall be run during entire cleaning operation to clean the air within the building to insure your air quality.

April 20th 2009

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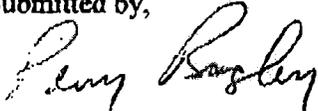
3. Grills and registers: All grills, registers, and diffusers shall be cleaned with a non-toxic, disinfecting solution. Areas around the registers shall be lightly cleaned by blowing with air. After cleaning, adjust all registers to insure proper air flow and leave all areas free of any debris or dust.
4. Ductwork shall be cleaned by inserting a vacuum hose in one end of the duct or trunk line and, with a high velocity air sweeper, brush all interior surface areas of the duct system including reheaters, joints, seams, splitters turning vanes, scoops, baffles, cracks and crevices otherwise inaccessible. As the air sweeper is operating, the residues shall be drawn into the vacuum unit (minimum 10,000 CFMs). All foreign materials such as dust, mold, soot, lint, hair, bacteria and other air movement residues shall be removed from the area.
 - 4.1 Special care and attention shall be given to ducts having interior lining materials and a light vacuum process shall be used to prevent damage to air side surfaces. All loose fibrous materials shall be removed by a combination of controlled forced air and combined power vacuum method.
5. Entire system will then be sanitized with an EPA registered HVAC approved sanitizer.

Cost of duct and equipment cleaning

\$2250.00

We appreciated the opportunity to bid on this project and look forward to serving you.

Submitted by,



Perry Bagley
President

PURCHASE ORDER



THE TOWN OF NAGS HEAD

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

PURCHASE ORDER # 20090858-00 **FY 2009**
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PURCHASE ORDER NUMBER REQUIRED ON ALL INVOICES

MAIL INVOICE TO:

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

ALLIED ENVIRONMENTAL SERVICES
 2411-A SOUTH CHARLES BLVD
 GREENVILLE, NC 27858

PUBLIC WORKS % KAREN COSTELLO
 2200 LARK AVE
 NAGS HEAD, NC 27959

Tel 252-758-3311

Requisition

DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD / TERMS	DEPARTMENT / LOCATION
04/28/09	007509			Public Works Facilities Main

DESCRIPTION / PART NO.	QTY	COST EA.	EXT. PRICE
001 MOLD REMEDIATION-CLEANING, TRAVEL, PER DIEM, POLY PLASTIC, AIR HANDLER, HEPA VAC, FURNITURE REMOVAL ADM CLEANING, MATERIALS DISPOSAL, ENVIR FEE, AND CLEARANCE SAMPLING. 530-543500 8,785.00	1.0 Each	8785.00000	8,785.00
002 TO PROVIDE ALL LABOR, EQUIPMENT AND MATERIAL TO CLEAN, SANITIZE, ALL AC DUCTWORK, GRILLS, REGISTERS, DAMPERS, DIFFUSERS, AND TURNING VANES, ON ALL HVAC UNIT AT FIRE STA 16. 530-543500 2,250.00	1.0 Each	2250.00000	2,250.00
		PO Total	11,035.00

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.

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

[Signature]
 FINANCE OFFICER

[Signature]
 PURCHASING AGENT