



AGENDA ITEM SUMMARY

	INFORMATION ITEM	
X	ACTION ITEM	Agenda Items- Approval of SRS Global Services Contracts

RECOMMENDATION:

Administration is recommending that the Board approve the enclosed contracts with SRS Global Services, LLC and Fast Clean USA LLC for COVID-19 Building Testing, Professional Development for all staff and microbial cleaning of all buildings before 10 and 11-month staff return for the 2020-2021 school year. The recommendation also includes a purchase of their non-toxic disinfectant for daily spraying by the building custodians.

RATIONALE/BACKGROUND:

The enclosed contracts, quotes, and PowerPoint presentation are provided to support the recommendation. Company officials are available for questions in this Zoom meeting. The breakdown in cost estimates are as follows:

Training Certification, Cleaning, and Disinfecting 150,000 square feet:	\$47,000.00
Supervise Cleaning and Disinfecting of 332,585 sq. ft @ .15/sq. foot:	\$49,887.75
Quote for Building Testing Kits 193 kits @ \$250/kit:	\$48,250.00
Quote for Proguardeum non-toxic product to go in our sprayers:	\$27,250.00

ESTIMATED COSTS: \$172,387.75

BUDGET SOURCES: State PPE allotment, Federal CARES Act, and School Nutrition

SRS GLOBAL SERVICES LLC

CORONAVIRUS COMMERCIAL SERVICE CONTRACT

Customer(s): Thomasville City Schools

Property

Address: 400 Turner Street City/State/Zip: Thomasville, NC 27360

1. Parties: This Coronavirus Service Contract (the "Contract") is entered into on this 27th day of July 2020 between the contractor identified above (hereafter "Contractor") and **Thomasville City Schools** ("Customer"). Contractor and Customer are hereafter referred to as the "Parties."

2. Contract Documents: The Contract Documents consist of this Contract, and the documents listed below, which Customer acknowledges having received and read and which are deemed attached and made a part of this Contract (*check all applicable boxes*):

- ☒ Exhibit A – Scope of Work;
- ☒ Exhibit B – Work Areas;
- ☒ Exhibit C – Center for Disease Control and Prevention: COVID-19 Disclosure
- ☒ Exhibit D – Product Labels and/or Literature
- ☒ Exhibit E – Safety Data Sheets (SDS)
- ☐ Exhibit F – Either:
 - ☐ Rate and Materials Sheet (for "time and materials" contracts); OR
 - ☒ Estimate (for lump sum contracts)
- ☐ Exhibit G – Industrial Hygienist or Environmental Consultant's Protocol for the Work
- ☐ Exhibit H – (*describe*): HVAC Recommendation.

This Contract and the documents listed above, with written modifications issued after the execution of this Contract, form the contract between the parties and are as fully a part of the Contract as if attached or repeated herein.

3. Scope of Work: Contractor is hereby authorized and directed to proceed with procedures identified in the Scope of Work attached as **Exhibit A**. The work will be performed at the property identified above (the "Property") in a good and workmanlike manner in a good faith effort to mitigate the risk of transmission of novel coronavirus 2019 (COVID-19), subject to the limitations set forth below. The work will be performed only in the areas described in **Exhibit B** (the "Work Areas") and Customer agrees that the Contractor is not responsible for conditions outside those areas, as explained in more detail in the indemnity provisions, below. Additional services will include:_____. The labor and materials referenced in this paragraph are collectively referred to as the "Work." Customer acknowledges that this contract is for a service is not for the sale of consumer goods. If an industrial hygienist's or environmental consultant's protocol is incorporated into the Contract Documents, the Work includes the procedures set forth in that protocol with the exception of the following items, which are hereby **excluded: HVAC System.**

4. Security: Customer accepts full responsibility to secure the Work Areas and prohibit entry by unauthorized individuals while the Work is underway and until Contractor has notified the Customer that the Work has been performed. Coronavirus has the potential to be airborne. It is highly contagious and can cause serious illness or death to humans and animals. Therefore, a breach of

security of the Work Areas could compromise the Work and the safety of those who enter and may require the Work to be repeated at an additional charge. The Customer will indemnify, defend and hold harmless the Contractor for all losses, claims, suits, damages, injuries or deaths that occur as a result of the breach of security by anyone other than Contractor and its subcontractors of any tier. Contractor is not responsible for the security of the Property. Customer shall secure the Property when Contractor is off site and shall defend and hold Contractor harmless from claims of damage, loss, or theft to Customer's property that occurs when Contractor is off site.

5. Election to Engage Environmental Professional; Release of Liability: Customer understands that Contractor is not an environmental or industrial hygiene consulting firm and hereby acknowledges that this Contract does not contemplate environmental or industrial hygienist services of any kind. Environmental surveys, medical surveys and all forms of testing are excluded from this Contract unless expressly stated in the Scope of Work. Customer has been advised by Contractor of the benefits of retaining the services of a qualified environmental consultant or industrial hygienist to inspect the Property and prepare a written protocol for the Work. *Check and initial one:*

☐ Customer has engaged the services of a qualified consultant or hygienist to prepare a written protocol for the Work, at Customer's expense, and it is attached as **Exhibit G. Customer Initials:** _____

OR

☒ Customer hereby chooses to **REJECT** Contractor's advice to engage a qualified consultant or hygienist to prepare written protocols for the Work and Customer assumes the risks of life safety hazards that may result. Customer hereby fully releases Contractor from any and all potential claims, known and unknown, past, present and future, for any loss, harm, illness, injury or death that may occur as a result of the refusal to engage an environmental professional and from any action taken, or not taken by Customer. Customer further agrees to release, hold harmless, defend (pay attorneys' fees), and shall indemnify, defend and hold harmless Contractor and the Released Parties (as defined below) from any and all costs (including court/arbitration costs and expert fees), claims, suits, damages, liabilities or actions now, or at any time in the future which may result from the refusal to engage an environmental consultant industrial hygienist services in any aspect. However, this release does not apply to damage negligently caused by Contractor in the performance of the Work. **Customer Initials:** _____.

6. Waiver and "Released Parties": Each and every release set forth in this Contract is made on behalf of the Customer, and the Customer's employees, child(ren), spouses, heirs, successors, beneficiaries, employees, managers, members, shareholders, partners, officers, directors and assigns. The Released Parties include the Contractor, the Contractor's successors, assigns, subcontractors, employees, principals, officers, directors, partners, managers, members, shareholders, attorneys, bonding companies, and insurance carriers. The releases apply to any and all actions, causes of action, suits, demands, costs, damages, losses, liabilities, liens, or obligations of any character, that arose in the past or may be discovered in the future, whether in law or in equity, contract or tort, which they had or now have against each other which relate to, arise out of, or are in any way connected to the Property or the Work.

7. Disclaimer of Warranties and Assumption of Risk: Contractor makes no representations or warranties except as expressly set forth in this Contract. Due to the variable nature of viruses, the uncertainty of the science and the lack of available research about the efficacy of cleaning technology, Customer is purchasing a process and not any specific result. Based on presently-available information, the process is reasonably believed to be effective, but only until the building is reoccupied, at which point, it can become contaminated again and pose a life safety hazard due to circumstances beyond the Contractor's control. Contractor shall not be liable for microorganisms found in the Property after any human or living thing has entered the Work Area after completion of the Work. Contractor cannot and does not warrant or represent that every virus or microorganism will be removed, eradicated, or rendered non-viable. Complete removal is not realistic and is not the object of the Work. Customer acknowledges receipt of the March 12, 2020 version of the disclosure from the Centers for Disease Control and Prevention ("CDC"), attached as **Exhibit C** and incorporated herein by this reference. Among other things, it states that: "COVID-19 is a new disease and we are still learning how it spreads, the severity of illness it causes, and to what extent it may spread in the United States." Customer accepts and assumes the risk that the disease will spread, even in ideal conditions. Customer therefore understands and acknowledges there are inherent limitations to the Work and that currently, there are no established methods to affordably confirm the eradication of the virus from any area. COVID-19 is widespread in the environment and cannot be abated. Customer agrees to regularly check for CDC updates about the spread of the disease and proper control measures at <https://www.cdc.gov> and to take all appropriate actions to protect occupants, including closure of the Property, as dictated by the latest guidance material from authoritative sources. Customer hereby releases Contractor and the Released Parties from failure of the Work to achieve the desired results. **EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, CUSTOMER WAIVES ANY AND ALL WARRANTIES RELATING IN ANY MANNER TO THE**

WORK, WHETHER ARISING OUT OF TORT, CONTRACT, OR ANY OTHER LAW, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

8. Product Disclosure and Consent: Customer hereby consents to the application of the following products to the Property (the "Products"):

a. Proguardeum

b.

c.

d.

A specimen copy of the product label and/or literature about each Product listed above is attached as **Exhibit D**. This information is the manufacturers' representations of the features, benefits and recommended uses for the Products. Contractor has not tested the Products or independently verified the manufacturers' statements and therefore, does not warranty their accuracy. The Safety Data Sheet (SDS) for each product is attached as Exhibit E. The SDS(s) were not prepared by the Contractor, but they provide useful information regarding potential health concerns and safety procedures. Customer is advised to consider those concerns carefully before executing this Contract. The Customer warrants and represents that the Customer has read **Exhibits D** and **E**, and had a full and fair opportunity to seek the advice of independent environmental and medical professionals about the potential risks and benefits of using each Product on the Property before granting consent to use the Products in the Work. Customer will indemnify, defend and hold Contractor and the Released Parties harmless from all claims of property damage and bodily injury that arise from Customer's failure to comply with the requirements of this paragraph and/or from Contractor's use or application of the Product in compliance with applicable law and manufacturer's guidelines.

9. Customer's Consideration of Less Costly Alternatives: Coronavirus can remain viable on surfaces for a number of days, but not indefinitely. The number of days is unknown; it varies by surface and environment in which it exists. Before executing this Contract, Customer should carefully consider the economic benefits of forgoing the Work and simply closing the building long enough to allow the virus to naturally become non-viable. Contractor does not warrant or represent that the Contract Price is the least expensive or most cost-effective means to address the conditions on the Property. By executing this Contract, Customer warrants and represents that Customer has carefully weighed the limitations of the current science, and the risks of re-contamination against the costs of the Work, and has elected to proceed with the Work as a business decision to reduce business interruption, the loss of goodwill or other intangible losses, and/or as a public relations decision to instill the confidence of Customer's employees, customers or business invitees, or as a precaution, or due to other reasons within Customer's sole discretion. Customer warrants and represents that it has made these decisions independently of the Contractor.

10. Exclusions. Unless specifically provided in the Contract Documents, Contractor is not required to:

- a. Perform mold remediation, sewage extraction, lead abatement, asbestos abatement, structural drying, or environmental decontamination except as explicitly set forth in the Contract Documents;
- b. Perform code upgrades or detect or repair construction defects, code violations or illegal conditions, unusual or abnormal concrete footings, piers or unusual depth requirements or any damage caused by termites or dry rot;
- c. Work on city sewer systems;
- d. Perform any additional work (beyond the Work) required by any government, utility or inspector;
- e. Sample or test for the presence of asbestos, lead, mold, fungi, viruses, bacteria or other microorganisms;
- f. Perform any service or furnish any equipment or material not specifically identified in the Scope of Work or reasonably necessary to carry out the Work; and
- g. Other: _____.

11. Contract Price: Customer hereby agrees to pay Contractor the cost of the Work (the "Contract Price"): *Check one:*
☐ On a time and materials basis, according to the attached Rate and Materials Schedule; or ☒ At the price presently estimated for cleaning and disinfecting 150,000 /sf x .23 including staff training on the following courses (Covid-19 & Maintaining Healthy Workplaces, Disinfecting the Workplace for COVID-19, PPE-Respiratory Protection, OSHA & CDC Compliant Sars-Cov-2 Safety and Hazard Mitigation & General Pandemic Safety in the Workplace Cost (\$47,000.00 Dollars). The price stated is an approximation

made in good faith based on currently available information and an initial visual observation, and is subject to change by written change order executed by the Customer. The cost of building permits is excluded from the Contract Price. Customer understands that Customer may have the legal right to request a performance and payment bond, and has declined this right. Customer will be responsible for water, electrical and utility charges at the Property. Cost allowances may be provided in the scope of work for certain aspects of the Work. If the actual cost of performing the Work covered by an allowance is greater or less than the allowance, then the Contract Price shall be adjusted upward or downward accordingly. Contractor reserves the right to collect payment in advance for work requested by Customer that exceeds an allowance.

12. Payment: Prior to commencement of the Work, Customer shall make a down payment in the sum specified below. Invoices are due on receipt. Regardless of the existence of insurance, Customer understands and agrees that Contractor has not been hired by Customer's insurance company and Customer is directly liable and responsible to pay Contractor for all services, including any insurance deductible. Customer will promptly review Contractor's invoices and promptly notify Contractor of any objection in writing within ten (10) days of receipt of the invoice. The objection shall identify each specific line item charge that is in dispute and state all facts in support of the objection. Customer will promptly pay all undisputed amounts in full.

13. Down Payment and Schedule of Progress Payments:

Description	Amount Payable (in Dollars)
Down payment:	N/A
Total Due upon Completion of Covid-19 <u>Training Certification and Cleaning & Disinfecting</u> 150,000 / sf	\$47,000.00

14. Credit Check Authorization: Customer hereby authorizes Contractor to make reasonable credit inquiries and to receive any information regarding Customer's financial or credit status from creditors or financial institutions which Contractor reasonably deems relevant. Customer hereby authorizes all such creditors and financial institutions to divulge such information to Contractor. Customer acknowledges and agrees that credit privileges, if granted, may be withdrawn at any time.

15. Interest, Service Charges and Collection Costs: Interest shall accrue at the lesser of the rate of 1.5% per month or the highest amount allowed by law for all invoices not paid within 30 days. Additionally, Customer shall pay Contractor an Administrative Service Charge equal to 1% of the past due balance per month. Administrative Service Charges compensate Contractor for the labor to track, account for, manage and collect past due receivables and are therefore separate from—and in addition to—interest. In the event Contractor engages legal counsel to collect a past due balance from Customer, Contractor shall be entitled to reimbursement of its actual attorneys' fees and costs incurred, regardless of whether or not a lawsuit is filed. The prevailing party in any legal dispute shall be entitled to reimbursement of attorneys' fees, collection costs, litigation and arbitration costs, and expert fees. The "prevailing party" is a plaintiff who receives any monetary recovery or a defendant who receives a defense verdict. For purposes of payment to Contractor, each project shall be considered a separate project so that Customer shall not be permitted to discount the payment due to Contractor for one project on account of a credit or offset Customer believes is due under a different project.

16. Adjustments to Contract Price and Change Orders: Customer acknowledges and agrees that proposals and estimates, if any, are only approximations made in good faith based on an initial visual observation and currently-available information and are subject to increase based on conditions discovered later in good faith. Customer acknowledges that current conditions present at the Property may make it impossible for Contractor to render an accurate quotation of the cost and scope of work before commencing work. Any changes in price will be negotiated in good faith between the parties and set forth in a written change order signed by both parties. Although a proposal or estimate may specify charges for certain tasks, the proposal or estimate is prepared as a package proposal that compensates Contractor for the cost of labor, materials, and administration. Therefore, removing a specific line item from the scope of work will not necessarily reduce the total price by the amount shown for that line item on the proposal or estimate. In that case, Contractor reserves the right to prepare a new proposal or estimate and Change Order for Customer's review and approval. Customer will be responsible for fees and costs for water, electricity, utilities, permits and any expense associated with any excluded item identified above. Extra work and change orders become part of the Contract once the Change Order is prepared in writing and signed by the parties prior to the commencement of work covered by the new change order. Contractor's failure to comply with the requirements of this paragraph does not preclude the recovery of compensation for work performed based upon legal or equitable remedies designed to prevent unjust enrichment. The amount of Progress Payment(s) will be increased if the scope of work is increased by a Change Order. Customer shall not unreasonably withhold approval of any Change Order. In the event a change is required by any governing agency, and Customer fails to deliver to Contractor a fully-executed Change Order within five (5) days of Customer's receipt of the written Change Order, Customer hereby authorizes and directs Contractor to perform the change and agrees to pay Contractor's additional cost of labor and material, plus twenty percent (20%).

17. Commencement and Completion: The term “Substantial Commencement” shall mean, as to any portion of the Work being performed by Contractor, the commencement of physical work at the Property. Substantial Commencement shall occur within a reasonable time allowed for setup and mobilization after Contractor’s receipt of the Down Payment, and a permit has been issued, if required. The term “Substantial Completion” shall mean the point when the entire Work is sufficiently complete in accordance with this Contract so the Work can be utilized for its intended purpose, except for minor items that do not impair the ability to occupy and utilize or continue to occupy or utilize the entire Work. Contractor shall use reasonable efforts to complete the Work in a diligent and timely manner. However, all Contract time shall be subject to the issuance of any required permits and any required approvals or inspections by appropriate authorities. Commencement and completion dates are subject to change due to Customer delays in material selections or unforeseen unavailability of materials. Any Customer-directed deviations, alterations, changes, or other modifications to the Work, may affect the estimated completion date. Contractor shall be excused for any delay, damage or injury caused by acts of God, natural disasters, inclement weather, fire, explosion, earthquake, riot, war, mischief, lockouts, terrorism, acts of government, other contractors, labor shortages, strikes, the failure of an insurance carrier to authorize work, and for all other conditions beyond Contractor’s reasonable control. Subject to these conditions and qualifications, and based on presently available information, Contractor currently estimates that Substantial Completion will occur on or about: _.

18. Termination: Contractor may cease work if Customer has failed to timely pay any balance due to Contractor, or if Customer files for bankruptcy protection.

19. Damage to Materials and Personal Property: Customer understands and accepts the risk of potential damage to fragile items and will take reasonable steps to protect these items as well as weapons, antiques, drugs, and cash. The Company will not be liable for damage to special or valuable items unless Customer identifies these items in writing prior to or at the commencement of work and the Company is grossly negligent. The Company does not guarantee spot or stain removal and color fastness or prevention of shrinkage, fading, or adhesive breakdown. The Company does not guarantee that wall and ceiling cleaning will restore the original color to painted surfaces.

20. Right to Cure: Customer satisfaction is very important to us. If something is not right, we want the chance to make it right. By executing this Contract, you agree to report all perceived defects in workmanship to us in writing within 48 hours of discovery and provide us a reasonable opportunity to cure and/or correct any such defects, in our discretion, before attempting repairs, commencing any legal action or making any formal claim related to the work. We rely on this as a material term in entering this Contract. By signing this Contract, you agree that any such complaint or claim shall be dismissed (without prejudice) for failure to comply with this provision.

21. LIMITS OF LIABILITY: IN NO EVENT SHALL CONTRACTOR OR ANY CONTRACTOR PARTY BE RESPONSIBLE FOR INDIRECT, SPECIAL, NOMINAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL LOSSES OR DAMAGES, OR FOR ANY PENALTIES, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY ASSERTED, INCLUDING CONTRACT, NEGLIGENCE, WARRANTY, STRICT LIABILITY, STATUTE OR OTHERWISE, EVEN IF THAT PARTY HAD BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGES OR THEY ARE FORESEEABLE; OR FOR CLAIMS BY A THIRD PARTY. THE MAXIMUM AGGREGATE LIABILITY SHALL NOT EXCEED THE AMOUNT PAID BY CUSTOMER FOR THE WORK OR ACTUAL PROVEN DAMAGES, WHICHEVER IS LESS. IT IS EXPRESSLY AGREED THAT CUSTOMER’S REMEDY EXPRESSED HEREIN IS CUSTOMER’S EXCLUSIVE REMEDY, WHETHER FOR BREACH OF CONTRACT, WARRANTY, INDEMNITY OR NEGLIGENCE. THE LIMITATIONS SET FORTH HEREIN SHALL APPLY EVEN IF ANY OTHER REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE. CONTRACTOR IS NOT LIABLE FOR ERRORS OR OMISSIONS OF CUSTOMER’S DESIGN PROFESSIONALS, ENVIRONMENTAL CONSULTANTS, INDUSTRIAL HYGIENISTS, EXPERTS OR CONSULTANTS. CONTRACTOR IS NOT RESPONSIBLE FOR PRE-EXISTING CONDITIONS, CONSTRUCTION DEFECTS, DESIGN DEFECTS, DEFERRED MAINTENANCE OR HOUSEKEEPING ISSUES.

22. CUSTOMER CLAIM DEADLINE: CUSTOMER MUST FILE IN COURT ANY CLAIM, CAUSE OF ACTION OR LAWSUIT (INCLUDING ANY COUNTERCLAIM) RELATING TO CONTRACTOR’S WORK AND/OR THE AGREEMENT BETWEEN THE PARTIES, WHETHER ARISING OUT OF CONTRACT, TORT OR OTHERWISE, WITHIN EIGHTEEN (18) MONTHS OF SUBSTANTIAL COMPLETION OF THE WORK. CUSTOMER EXPRESSLY AND ABSOLUTELY WAIVES AND RELEASES ANY SUCH CLAIM, CAUSE OF ACTION OR LAWSUIT (INCLUDING ANY COUNTERCLAIM) THAT IS NOT FILED IN COURT WITHIN EIGHTEEN (18) MONTHS OF SUBSTANTIAL COMPLETION OF THE WORK. THIS CONTRACTUAL LIMITATIONS PERIOD REPLACES ALL OTHER APPLICABLE STATUTES OF LIMITATION FOR ALL CUSTOMER CLAIMS, CAUSES OF ACTION OR LAWSUITS.

23. Indemnity: Without restricting or diminishing the Limits of Liability set forth above, the Parties agree to the following:

- a. **Indemnity of Customer by Contractor:** Contractor agrees and covenants to indemnify and hold harmless Customer and its shareholders, directors, officers, employees, insurers and agents, from and against any and all claims, demands, causes of action and liabilities of any nature, whether for damages to property, and/or the pre-existing conditions to which this Contract pertains, to the extent that any such claim, demand, cause of action and/or liability is attributable to the breach of contract, negligence or other fault of Contractor and its agents, employees and subcontractors.
- b. **Indemnity of the Company by Customer:** Customer agrees and covenants to indemnify, defend (pay attorneys' fees) and hold harmless the Contractor and the Released Parties from and against any and all claims, demands, causes of action and liabilities of any nature, whether for damages to property, pre-existing conditions unrelated to the loss to which this Contract pertains (including construction defects, design defects, deferred maintenance and housekeeping issues), to the extent that any such claim, demand, cause of action and/or liability is attributable to the breach of contract, negligence or other fault of Customer and/or its agents, employees or subcontractors. Customer will indemnify, defend and hold the Contractor harmless from liability for: (1) errors or omissions by Customer's consultants and hygienists; (2) any inability by the Contractor to totally eliminate any virus from the Property or its contents; (3) the existence and/or reintroduction of any microbe or virus into the Property; (4) the contracting or spreading of the coronavirus or the COVID-19 disease by any individuals associated with and/or coming in contact with the Property and/or its contents, e.g., customers, tenants, workers, pets, etc. before, during and/or after the Work; and (5) any loss, harm, claim or cost resulting from Customer's failure to address potential contamination in the HVAC system or ducts.

24. Casualty During Work: Contractor shall not be responsible for any damage or destruction to the Property or personal property, including damages to the Work in process, or any loss of use of the Property or for any lost income caused by fire, theft, vandalism, accident, flood, earthquake, acts of God or any other cause not the sole fault of Contractor.

25. Insurance: Customer shall be responsible for insuring all personal property including materials and goods delivered to the Property for incorporation into the Work. The policies and coverages listed below shall be furnished by Contractor. Upon written request by Customer, Contractor will produce a Certificate of Insurance naming Customer as an additional insured, provided that all costs of such requested certificate of insurance shall be borne by the Customer.

26. Governing Law and Venue: The validity of this agreement, the terms or provisions, and the rights and duties of the parties hereto, shall be interpreted and construed pursuant to, and in accordance with, the laws of the state of Louisiana, in which Contractor's office is located. The venue for litigation shall be East Baton Rouge Parish, the 15th JDC, in which Contractor's office is located.

27. Independent Contractor: The Parties recognize and agree that Contractor is an independent contractor and nothing in this Contract or in the relationship between the Parties shall be construed as an employee-employer relationship. Contractor will provide its own personnel, materials, tools, and equipment to perform the Work. None of the benefits provided to Customer's employees, including but not limited to workers' compensation insurance and unemployment insurance will be provided by Customer to Contractor or to any employee or agent of Contractor. Contractor is duly licensed by the State and will be solely responsible for obtaining all appropriate business registrations and professional occupation licenses required by state law or local government ordinances. Contractor will file state and federal income tax returns as a separate business entity.

28. Hazardous Materials: Customer understands that Contractor is not an environmental consulting firm. Nothing contained in this Contract shall be construed to require Contractor to determine the presence or absence of any hazardous materials or asbestos-containing materials affecting the Work or to require Contractor to remove, remedy or protect such materials unless expressly provided in the Contract Documents. In the event Contractor learns of the presence of such materials on the Property, Contractor reserves the right to immediately stop work and/or negotiate a change order for such additional work as may be required. Customer shall inform Contractor in writing of the presence of any hazardous substances or unsafe conditions contained within the Property and does hereby indemnify, defend and agree to hold harmless Contractor from any and all claims by any person arising from the existence of and/or exposure to the hazardous substances or unsafe conditions.

29. Confidential Information: Contractor and Customer mutually agree to maintain in confidence and will not, directly or indirectly disclose or use, either during or after the term of this Contract, any proprietary or confidential information belonging to the other party, except to the extent necessary to perform the Work, as required by law or to enforce the terms of this Contract until such time as said information has become public knowledge.

30. Integration: This Contract and the Contract Documents set forth the complete understanding and final Contract between the Parties and supersede all prior discussions, negotiations and documents not specifically incorporated herein. Any representations, statements, or other communications, not written on this Contract shall be deemed immaterial, and not relied upon by either party.

31. Termination: Contractor's obligation to perform shall terminate automatically on the occurrence of an act of God, by acts of war, riot, or civil commotion, by an act of State, by strikes, fire, flood, or by the occurrence of any other event beyond the control of the parties hereto, that destroys the Property, or renders access to the Property unreasonably dangerous. Nothing in this section is intended to operate as a waiver of any right to payment for services rendered before and up to the event causing the automatic termination.

32. Understanding of this Contract: Customer has been advised to seek the advice of independent legal counsel before executing this Contract. Customer acknowledges that Customer has had a full and fair opportunity to have this Contract reviewed by independent legal counsel prior to execution. Customer warrants and represents that Customer understands and appreciates the words and terms used in this Contract, the responsibilities assumed by the Customer and their legal ramifications. Each Party signs this Contract of his/her/its own free will. Each Party warrants that he/she/it has carefully and fully reviewed this Contract. No rule of construction shall be used for or against any Party based on that Party's participation or lack of participation in drafting this Contract.

33. Modification: This Contract may not be modified or amended except by a written agreement executed by the parties.

34. Counterparts: This Contract may be executed in duplicate counterparts, all of which together shall constitute a single instrument, and each of which shall be deemed an original of this Contract for all purposes, notwithstanding that less than all signatures appear on any one counterpart. Electronic signatures shall be binding on parties in the same manner as original signatures.

35. Severability: If a court of competent jurisdiction determines that any term or provision of this Contract is illegal, unenforceable or invalid in whole or in part for any reason, such provisions or part thereof shall be stricken from this Contract, and such provision shall not affect the legality, enforceability, or validity of the remainder of this Contract. If any provision or part thereof of this Contract is stricken in accordance with the provisions of this section, then this stricken provision shall be replaced, to the extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the stricken provision as is legally possible.

I have read the terms and conditions set forth above. I understand and agree to them, effective on the date set forth above. I warrant and represent that I am authorized to execute this Contract on behalf of Customer, who is the legal owner, or legally authorized agent of the owner of the Property.

"CUSTOMER(S)"

CONTRACTOR

Signature – check one: ☐ Customer; ☒ Authorized Agent

Signature

Charles Pickett

Print Name and Title, if applicable:

Print Name and Title:

July 27th 2020

July 27th 2020

Date

Date

Cpdevelopment02@yahoo.com

Email Address

Email Address

400 Turner Street

Street Address

Thomasville, NC 27360

City, State, Zip

Exhibit “A”
SCOPE OF WORK

Training, Cleaning & Application of Disinfectant

Thomasville City Schools

400 Turner Street

Thomasville, NC 27360

Total Area: 150,000 /sf

&

20 Participants Covid-19 Hands-On Training Course

EXHIBIT “B”

WORK AREAS

Clean & Application of Disinfectant

Thomasville City Schools

400 Turner Street

Thomasville, NC 27360

Total Area: 150,000 /sf

- **High-contact Wall Surfaces (light switches, etc.)**
 - **Doors / Frames / Jambs / Knobs / Handles**
 - **Tables / Countertops**
 - **Restroom fixtures**
 - **Filing Cabinets**
 - **Bookshelves**
 - **Break Room Furnishings**
 - **Chairs**
 - **Water Fountains**
- **Community Beverage Dispensers (i.e. coffee service, etc.)**
 - **Computer Keyboards / “Mice”**
 - **Telephones**
 - **Copy Machines**
 - **Cafeteria**
 - **Food Preparation**
 - **Dining Area**
 - **Any other commonly touched surfaces**

EXHIBIT “C”
CENTER FOR DISEASE CONTROL AND PREVENTION
COVID-19 DISCLOSURE

- <https://www.cdc.gov/coronavirus/mers/hcp.html>

- <https://www.cdc.gov/coronavirus/2019-nCoV/hcp/infection-control.html>

- <https://www.cdc.gov/infectioncontrol/guidelines/isolation/index.html>

- <https://www.who.int/health-topics/coronavirus>

EXHIBIT “D”

PRODUCT LABELS / LITERATURE

(See Attached Email)

EXHIBIT “E”
SAFETY DATA SHEETS (SDS)

(See Attached Email)

EXHIBIT “F”

Quote Discussed prior to job start 7-27-2020

Initial Report: Preventative

Status: Building Empty

Initial assessment: Cleaning & Disinfecting

Recommendation: Fogging and Cleaning of all high-touch points / application of disinfectant

Additional Recommended: HVAC System be cleaned

- High-contact Wall Surfaces (light switches, etc.)
- Doors / Frames / Jambs / Knobs / Handles
- Tables / Countertops
- Restroom fixtures
- Filing Cabinets
- Bookshelves
- Lobby / Office Room Furnishings
 - Chairs
 - Water Fountains
- Community Beverage Dispensers (i.e. coffee service, etc.)
 - Computer Keyboards / “Mice”
 - Telephones
 - Copy Machines
 - Cafeteria
 - Food Preparation
 - Dining Area
- Any other commonly touched surfaces

EXHIBIT “G”

Industrial Hygienist

or

Environmental Consultant’s Protocol for the Work

EXHIBIT “H”

Additional Recommended: Recommended that HVAC System be cleaned



CORONAVIRUS COMMERCIAL SERVICE CONTRACT

Customer(s): Thomasville City Schools

Property

Address: 400 Turner Street City/State/Zip: Thomasville, NC 27360

1. **Parties:** This Coronavirus Service Contract (the “Contract”) is entered into on this 29th day of July 2020 between the contractor identified above (hereafter “Contractor”) and **Thomasville City Schools** (“Customer”). Contractor and Customer are hereafter referred to as the “Parties.”

2. **Contract Documents:** The Contract Documents consist of this Contract, and the documents listed below, which Customer acknowledges having received and read and which are deemed attached and made a part of this Contract (*check all applicable boxes*):

- ☒ Exhibit A – Scope of Work;
- ☒ Exhibit B – Work Areas;
- ☒ Exhibit C – Center for Disease Control and Prevention: COVID-19 Disclosure
- ☒ Exhibit D – Product Labels and/or Literature
- ☒ Exhibit E – Safety Data Sheets (SDS)
- ☐ Exhibit F – Either:
- ☐ Rate and Materials Sheet (for “time and materials” contracts); OR
- ☒ Estimate (for lump sum contracts)
- ☐ Exhibit G – Industrial Hygienist or Environmental Consultant’s Protocol for the Work
- ☐ Exhibit H – (*describe*): HVAC Recommendation.

This Contract and the documents listed above, with written modifications issued after the execution of this Contract, form the contract between the parties and are as fully a part of the Contract as if attached or repeated herein.

3. **Scope of Work:** Contractor is hereby authorized and directed to proceed with procedures identified in the Scope of Work attached as **Exhibit A**. The work will be performed at the property identified above (the “Property”) in a good and workmanlike manner in a good faith effort to mitigate the risk of transmission of novel coronavirus 2019 (COVID-19), subject to the limitations set forth below. The work will be performed only in the areas described in **Exhibit B** (the “Work Areas”) and Customer agrees that the Contractor is not responsible for conditions outside those areas, as explained in more detail in the indemnity provisions, below. Additional services will include:_____. The labor and materials referenced in this paragraph are collectively referred to as the “Work.” Customer acknowledges that this contract is for a service is not for the sale of consumer goods. If an industrial hygienist’s or environmental consultant’s protocol is incorporated into the Contract Documents, the Work includes the procedures set forth in that protocol with the exception of the following items, which are hereby **excluded: HVAC System**.

4. **Security:** Customer accepts full responsibility to secure the Work Areas and prohibit entry by unauthorized individuals while the Work is underway and until Contractor has notified the Customer that the Work has been performed. Coronavirus has the potential to be airborne. It is highly contagious and can cause serious illness or death to humans and animals. Therefore, a breach of

security of the Work Areas could compromise the Work and the safety of those who enter and may require the Work to be repeated at an additional charge. The Customer will indemnify, defend and hold harmless the Contractor for all losses, claims, suits, damages, injuries or deaths that occur as a result of the breach of security by anyone other than Contractor and its subcontractors of any tier. Contractor is not responsible for the security of the Property. Customer shall secure the Property when Contractor is off site and shall defend and hold Contractor harmless from claims of damage, loss, or theft to Customer's property that occurs when Contractor is off site.

5. Election to Engage Environmental Professional; Release of Liability: Customer understands that Contractor is not an environmental or industrial hygiene consulting firm and hereby acknowledges that this Contract does not contemplate environmental or industrial hygienist services of any kind. Environmental surveys, medical surveys and all forms of testing are excluded from this Contract unless expressly stated in the Scope of Work. Customer has been advised by Contractor of the benefits of retaining the services of a qualified environmental consultant or industrial hygienist to inspect the Property and prepare a written protocol for the Work. *Check and initial one:*

☐ Customer has engaged the services of a qualified consultant or hygienist to prepare a written protocol for the Work, at Customer's expense, and it is attached as **Exhibit G. Customer Initials:** _____

OR

☒ Customer hereby chooses to REJECT Contractor's advice to engage a qualified consultant or hygienist to prepare written protocols for the Work and Customer assumes the risks of life safety hazards that may result. Customer hereby fully releases Contractor from any and all potential claims, known and unknown, past, present and future, for any loss, harm, illness, injury or death that may occur as a result of the refusal to engage an environmental professional and from any action taken, or not taken by Customer. Customer further agrees to release, hold harmless, defend (pay attorneys' fees), and shall indemnify, defend and hold harmless Contractor and the Released Parties (as defined below) from any and all costs (including court/arbitration costs and expert fees), claims, suits, damages, liabilities or actions now, or at any time in the future which may result from the refusal to engage an environmental consultant industrial hygienist services in any aspect. However, this release does not apply to damage negligently caused by Contractor in the performance of the Work. **Customer Initials:** _____.

6. Waiver and "Released Parties": Each and every release set forth in this Contract is made on behalf of the Customer, and the Customer's employees, child(ren), spouses, heirs, successors, beneficiaries, employees, managers, members, shareholders, partners, officers, directors and assigns. The Released Parties include the Contractor, the Contractor's successors, assigns, subcontractors, employees, principals, officers, directors, partners, managers, members, shareholders, attorneys, bonding companies, and insurance carriers. The releases apply to any and all actions, causes of action, suits, demands, costs, damages, losses, liabilities, liens, or obligations of any character, that arose in the past or may be discovered in the future, whether in law or in equity, contract or tort, which they had or now have against each other which relate to, arise out of, or are in any way connected to the Property or the Work.

7. Disclaimer of Warranties and Assumption of Risk: Contractor makes no representations or warranties except as expressly set forth in this Contract. Due to the variable nature of viruses, the uncertainty of the science and the lack of available research about the efficacy of cleaning technology, Customer is purchasing a process and not any specific result. Based on presently-available information, the process is reasonably believed to be effective, but only until the building is reoccupied, at which point, it can become contaminated again and pose a life safety hazard due to circumstances beyond the Contractor's control. Contractor shall not be liable for microorganisms found in the Property after any human or living thing has entered the Work Area after completion of the Work. Contractor cannot and does not warrant or represent that every virus or microorganism will be removed, eradicated, or rendered non-viable. Complete removal is not realistic and is not the object of the Work. Customer acknowledges receipt of the March 12, 2020 version of the disclosure from the Centers for Disease Control and Prevention ("CDC"), attached as **Exhibit C** and incorporated herein by this reference. Among other things, it states that: "COVID-19 is a new disease and we are still learning how it spreads, the severity of illness it causes, and to what extent it may spread in the United States." Customer accepts and assumes the risk that the disease will spread, even in ideal conditions. Customer therefore understands and acknowledges there are inherent limitations to the Work and that currently, there are no established methods to affordably confirm the eradication of the virus from any area. COVID-19 is widespread in the environment and cannot be abated. Customer agrees to regularly check for CDC updates about the spread of the disease and proper control measures at <https://www.cdc.gov> and to take all appropriate actions to protect occupants, including closure of the Property, as dictated by the latest guidance material from authoritative sources. Customer hereby releases Contractor and the Released Parties from failure of the Work to achieve the desired results. **EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, CUSTOMER WAIVES ANY AND ALL WARRANTIES RELATING IN ANY MANNER TO THE**

WORK, WHETHER ARISING OUT OF TORT, CONTRACT, OR ANY OTHER LAW, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

8. Product Disclosure and Consent: Customer hereby consents to the application of the following products to the Property (the “Products”):

a. Proguardeum

b.

c.

d.

A specimen copy of the product label and/or literature about each Product listed above is attached as **Exhibit D**. This information is the manufacturers’ representations of the features, benefits and recommended uses for the Products. Contractor has not tested the Products or independently verified the manufacturers’ statements and therefore, does not warranty their accuracy. The Safety Data Sheet (SDS) for each product is attached as Exhibit E. The SDS(s) were not prepared by the Contractor, but they provide useful information regarding potential health concerns and safety procedures. Customer is advised to consider those concerns carefully before executing this Contract. The Customer warrants and represents that the Customer has read **Exhibits D** and **E**, and had a full and fair opportunity to seek the advice of independent environmental and medical professionals about the potential risks and benefits of using each Product on the Property before granting consent to use the Products in the Work. Customer will indemnify, defend and hold Contractor and the Released Parties harmless from all claims of property damage and bodily injury that arise from Customer’s failure to comply with the requirements of this paragraph and/or from Contractor’s use or application of the Product in compliance with applicable law and manufacturer’s guidelines.

9. Customer’s Consideration of Less Costly Alternatives: Coronavirus can remain viable on surfaces for a number of days, but not indefinitely. The number of days is unknown; it varies by surface and environment in which it exists. Before executing this Contract, Customer should carefully consider the economic benefits of forgoing the Work and simply closing the building long enough to allow the virus to naturally become non-viable. Contractor does not warrant or represent that the Contract Price is the least expensive or most cost-effective means to address the conditions on the Property. By executing this Contract, Customer warrants and represents that Customer has carefully weighed the limitations of the current science, and the risks of re-contamination against the costs of the Work, and has elected to proceed with the Work as a business decision to reduce business interruption, the loss of goodwill or other intangible losses, and/or as a public relations decision to instill the confidence of Customer’s employees, customers or business invitees, or as a precaution, or due to other reasons within Customer’s sole discretion. Customer warrants and represents that it has made these decisions independently of the Contractor.

10. Exclusions. Unless specifically provided in the Contract Documents, Contractor is not required to:

- a. Perform mold remediation, sewage extraction, lead abatement, asbestos abatement, structural drying, or environmental decontamination except as explicitly set forth in the Contract Documents;
- b. Perform code upgrades or detect or repair construction defects, code violations or illegal conditions, unusual or abnormal concrete footings, piers or unusual depth requirements or any damage caused by termites or dry rot;
- c. Work on city sewer systems;
- d. Perform any additional work (beyond the Work) required by any government, utility or inspector;
- e. Sample or test for the presence of asbestos, lead, mold, fungi, viruses, bacteria or other microorganisms;
- f. Perform any service or furnish any equipment or material not specifically identified in the Scope of Work or reasonably necessary to carry out the Work; and
- g. Other: _____.

11. Contract Price: Customer hereby agrees to pay Contractor the cost of the Work (the “Contract Price”): *Check one:*
☐ On a time and materials basis, according to the attached Rate and Materials Schedule; or ☒ At the price presently estimated at .15/sf x 332,585 /sf (\$49,887.75 Dollars). The price stated is an approximation made in good faith based on currently available information and an initial visual observation, and is subject to change by written change order executed by the Customer. The cost of building permits is excluded from the Contract Price. Customer understands that Customer may have the legal right to request a

performance and payment bond, and has declined this right. Customer will be responsible for water, electrical and utility charges at the Property. Cost allowances may be provided in the scope of work for certain aspects of the Work. If the actual cost of performing the Work covered by an allowance is greater or less than the allowance, then the Contract Price shall be adjusted upward or downward accordingly. Contractor reserves the right to collect payment in advance for work requested by Customer that exceeds an allowance.

12. Payment: Prior to commencement of the Work, Customer shall make a down payment in the sum specified below. Invoices are due on receipt. Regardless of the existence of insurance, Customer understands and agrees that Contractor has not been hired by Customer's insurance company and Customer is directly liable and responsible to pay Contractor for all services, including any insurance deductible. Customer will promptly review Contractor's invoices and promptly notify Contractor of any objection in writing within ten (10) days of receipt of the invoice. The objection shall identify each specific line item charge that is in dispute and state all facts in support of the objection. Customer will promptly pay all undisputed amounts in full.

13. Down Payment and Schedule of Progress Payments:

Description	Amount Payable (in Dollars)
Down payment:	N/A
Total Due upon Completion of Covid-19 Supervising Cleaning & Disinfecting 332,585 / sf x .15 /sf	\$49,887.75

14. Credit Check Authorization: Customer hereby authorizes Contractor to make reasonable credit inquiries and to receive any information regarding Customer's financial or credit status from creditors or financial institutions which Contractor reasonably deems relevant. Customer hereby authorizes all such creditors and financial institutions to divulge such information to Contractor. Customer acknowledges and agrees that credit privileges, if granted, may be withdrawn at any time.

15. Interest, Service Charges and Collection Costs: Interest shall accrue at the lesser of the rate of 1.5% per month or the highest amount allowed by law for all invoices not paid within 30 days. Additionally, Customer shall pay Contractor an Administrative Service Charge equal to 1% of the past due balance per month. Administrative Service Charges compensate Contractor for the labor to track, account for, manage and collect past due receivables and are therefore separate from—and in addition to—interest. In the event Contractor engages legal counsel to collect a past due balance from Customer, Contractor shall be entitled to reimbursement of its actual attorneys' fees and costs incurred, regardless of whether or not a lawsuit is filed. The prevailing party in any legal dispute shall be entitled to reimbursement of attorneys' fees, collection costs, litigation and arbitration costs, and expert fees. The "prevailing party" is a plaintiff who receives any monetary recovery or a defendant who receives a defense verdict. For purposes of payment to Contractor, each project shall be considered a separate project so that Customer shall not be permitted to discount the payment due to Contractor for one project on account of a credit or offset Customer believes is due under a different project.

16. Adjustments to Contract Price and Change Orders: Customer acknowledges and agrees that proposals and estimates, if any, are only approximations made in good faith based on an initial visual observation and currently-available information and are subject to increase based on conditions discovered later in good faith. Customer acknowledges that current conditions present at the Property may make it impossible for Contractor to render an accurate quotation of the cost and scope of work before commencing work. Any changes in price will be negotiated in good faith between the parties and set forth in a written change order signed by both parties. Although a proposal or estimate may specify charges for certain tasks, the proposal or estimate is prepared as a package proposal that compensates Contractor for the cost of labor, materials, and administration. Therefore, removing a specific line item from the scope of work will not necessarily reduce the total price by the amount shown for that line item on the proposal or estimate. In that case, Contractor reserves the right to prepare a new proposal or estimate and Change Order for Customer's review and approval. Customer will be responsible for fees and costs for water, electricity, utilities, permits and any expense associated with any excluded item identified above. Extra work and change orders become part of the Contract once the Change Order is prepared in writing and signed by the parties prior to the commencement of work covered by the new change order. Contractor's failure to comply with the requirements of this paragraph does not preclude the recovery of compensation for work performed based upon legal or equitable remedies designed to prevent unjust enrichment. The amount of Progress Payment(s) will be increased if the scope of work is increased by a Change Order. Customer shall not unreasonably withhold approval of any Change Order. In the event a change is required by any governing agency, and Customer fails to deliver to Contractor a fully-executed Change Order within five (5) days of Customer's receipt of the written Change Order, Customer hereby authorizes and directs Contractor to perform the change and agrees to pay Contractor's additional cost of labor and material, plus twenty percent (20%).

17. Commencement and Completion: The term "Substantial Commencement" shall mean, as to any portion of the Work being performed by Contractor, the commencement of physical work at the Property. Substantial Commencement shall occur within a reasonable time allowed for setup and mobilization after Contractor's receipt of the Down Payment, and a permit has been issued, if

required. The term "Substantial Completion" shall mean the point when the entire Work is sufficiently complete in accordance with this Contract so the Work can be utilized for its intended purpose, except for minor items that do not impair the ability to occupy and utilize or continue to occupy or utilize the entire Work. Contractor shall use reasonable efforts to complete the Work in a diligent and timely manner. However, all Contract time shall be subject to the issuance of any required permits and any required approvals or inspections by appropriate authorities. Commencement and completion dates are subject to change due to Customer delays in material selections or unforeseen unavailability of materials. Any Customer-directed deviations, alterations, changes, or other modifications to the Work, may affect the estimated completion date. Contractor shall be excused for any delay, damage or injury caused by acts of God, natural disasters, inclement weather, fire, explosion, earthquake, riot, war, mischief, lockouts, terrorism, acts of government, other contractors, labor shortages, strikes, the failure of an insurance carrier to authorize work, and for all other conditions beyond Contractor's reasonable control. Subject to these conditions and qualifications, and based on presently-available information, Contractor currently estimates that Substantial Completion will occur on or about: _.

18. Termination: Contractor may cease work if Customer has failed to timely pay any balance due to Contractor, or if Customer files for bankruptcy protection.

19. Damage to Materials and Personal Property: Customer understands and accepts the risk of potential damage to fragile items and will take reasonable steps to protect these items as well as weapons, antiques, drugs, and cash. The Company will not be liable for damage to special or valuable items unless Customer identifies these items in writing prior to or at the commencement of work and the Company is grossly negligent. The Company does not guarantee spot or stain removal and color fastness or prevention of shrinkage, fading, or adhesive breakdown. The Company does not guarantee that wall and ceiling cleaning will restore the original color to painted surfaces.

20. Right to Cure: Customer satisfaction is very important to us. If something is not right, we want the chance to make it right. By executing this Contract, you agree to report all perceived defects in workmanship to us in writing within 48 hours of discovery and provide us a reasonable opportunity to cure and/or correct any such defects, in our discretion, before attempting repairs, commencing any legal action or making any formal claim related to the work. We rely on this as a material term in entering this Contract. By signing this Contract, you agree that any such complaint or claim shall be dismissed (without prejudice) for failure to comply with this provision.

21. LIMITS OF LIABILITY: IN NO EVENT SHALL CONTRACTOR OR ANY CONTRACTOR PARTY BE RESPONSIBLE FOR INDIRECT, SPECIAL, NOMINAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL LOSSES OR DAMAGES, OR FOR ANY PENALTIES, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY ASSERTED, INCLUDING CONTRACT, NEGLIGENCE, WARRANTY, STRICT LIABILITY, STATUTE OR OTHERWISE, EVEN IF THAT PARTY HAD BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGES OR THEY ARE FORESEEABLE; OR FOR CLAIMS BY A THIRD PARTY. THE MAXIMUM AGGREGATE LIABILITY SHALL NOT EXCEED THE AMOUNT PAID BY CUSTOMER FOR THE WORK OR ACTUAL PROVEN DAMAGES, WHICHEVER IS LESS. IT IS EXPRESSLY AGREED THAT CUSTOMER'S REMEDY EXPRESSED HEREIN IS CUSTOMER'S EXCLUSIVE REMEDY, WHETHER FOR BREACH OF CONTRACT, WARRANTY, INDEMNITY OR NEGLIGENCE. THE LIMITATIONS SET FORTH HEREIN SHALL APPLY EVEN IF ANY OTHER REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE. CONTRACTOR IS NOT LIABLE FOR ERRORS OR OMISSIONS OF CUSTOMER'S DESIGN PROFESSIONALS, ENVIRONMENTAL CONSULTANTS, INDUSTRIAL HYGIENISTS, EXPERTS OR CONSULTANTS. CONTRACTOR IS NOT RESPONSIBLE FOR PRE-EXISTING CONDITIONS, CONSTRUCTION DEFECTS, DESIGN DEFECTS, DEFERRED MAINTENANCE OR HOUSEKEEPING ISSUES.

22. CUSTOMER CLAIM DEADLINE: CUSTOMER MUST FILE IN COURT ANY CLAIM, CAUSE OF ACTION OR LAWSUIT (INCLUDING ANY COUNTERCLAIM) RELATING TO CONTRACTOR'S WORK AND/OR THE AGREEMENT BETWEEN THE PARTIES, WHETHER ARISING OUT OF CONTRACT, TORT OR OTHERWISE, WITHIN EIGHTEEN (18) MONTHS OF SUBSTANTIAL COMPLETION OF THE WORK. CUSTOMER EXPRESSLY AND ABSOLUTELY WAIVES AND RELEASES ANY SUCH CLAIM, CAUSE OF ACTION OR LAWSUIT (INCLUDING ANY COUNTERCLAIM) THAT IS NOT FILED IN COURT WITHIN EIGHTEEN (18) MONTHS OF SUBSTANTIAL COMPLETION OF THE WORK. THIS CONTRACTUAL LIMITATIONS PERIOD REPLACES ALL OTHER APPLICABLE STATUTES OF LIMITATION FOR ALL CUSTOMER CLAIMS, CAUSES OF ACTION OR LAWSUITS.

23. Indemnity: Without restricting or diminishing the Limits of Liability set forth above, the Parties agree to the following:

- a. **Indemnity of Customer by Contractor:** Contractor agrees and covenants to indemnify and hold harmless Customer and its shareholders, directors, officers, employees, insurers and agents, from and against any and all claims, demands, causes of action and liabilities of any nature, whether for damages to property, and/or the pre-existing conditions to which this Contract pertains, to the extent that any such claim, demand, cause of action and/or liability is attributable to the breach of contract, negligence or other fault of Contractor and its agents, employees and subcontractors.
- b. **Indemnity of the Company by Customer:** Customer agrees and covenants to indemnify, defend (pay attorneys' fees) and hold harmless the Contractor and the Released Parties from and against any and all claims, demands, causes of action and liabilities of any nature, whether for damages to property, pre-existing conditions unrelated to the loss to which this Contract pertains (including construction defects, design defects, deferred maintenance and housekeeping issues), to the extent that any such claim, demand, cause of action and/or liability is attributable to the breach of contract, negligence or other fault of Customer and/or its agents, employees or subcontractors. Customer will indemnify, defend and hold the Contractor harmless from liability for: (1) errors or omissions by Customer's consultants and hygienists; (2) any inability by the Contractor to totally eliminate any virus from the Property or its contents; (3) the existence and/or reintroduction of any microbe or virus into the Property; (4) the contracting or spreading of the coronavirus or the COVID-19 disease by any individuals associated with and/or coming in contact with the Property and/or its contents, e.g., customers, tenants, workers, pets, etc. before, during and/or after the Work; and (5) any loss, harm, claim or cost resulting from Customer's failure to address potential contamination in the HVAC system or ducts.

24. Casualty During Work: Contractor shall not be responsible for any damage or destruction to the Property or personal property, including damages to the Work in process, or any loss of use of the Property or for any lost income caused by fire, theft, vandalism, accident, flood, earthquake, acts of God or any other cause not the sole fault of Contractor.

25. Insurance: Customer shall be responsible for insuring all personal property including materials and goods delivered to the Property for incorporation into the Work. The policies and coverages listed below shall be furnished by Contractor. Upon written request by Customer, Contractor will produce a Certificate of Insurance naming Customer as an additional insured, provided that all costs of such requested certificate of insurance shall be borne by the Customer.

26. Governing Law and Venue: The validity of this agreement, the terms or provisions, and the rights and duties of the parties hereto, shall be interpreted and construed pursuant to, and in accordance with, the laws of the state of Louisiana, in which Contractor's office is located. The venue for litigation shall be East Baton Rouge Parish, the 15th JDC, in which Contractor's office is located.

27. Independent Contractor: The Parties recognize and agree that Contractor is an independent contractor and nothing in this Contract or in the relationship between the Parties shall be construed as an employee-employer relationship. Contractor will provide its own personnel, materials, tools, and equipment to perform the Work. None of the benefits provided to Customer's employees, including but not limited to workers' compensation insurance and unemployment insurance will be provided by Customer to Contractor or to any employee or agent of Contractor. Contractor is duly licensed by the State and will be solely responsible for obtaining all appropriate business registrations and professional occupation licenses required by state law or local government ordinances. Contractor will file state and federal income tax returns as a separate business entity.

28. Hazardous Materials: Customer understands that Contractor is not an environmental consulting firm. Nothing contained in this Contract shall be construed to require Contractor to determine the presence or absence of any hazardous materials or asbestos-containing materials affecting the Work or to require Contractor to remove, remedy or protect such materials unless expressly provided in the Contract Documents. In the event Contractor learns of the presence of such materials on the Property, Contractor reserves the right to immediately stop work and/or negotiate a change order for such additional work as may be required. Customer shall inform Contractor in writing of the presence of any hazardous substances or unsafe conditions contained within the Property and does hereby indemnify, defend and agree to hold harmless Contractor from any and all claims by any person arising from the existence of and/or exposure to the hazardous substances or unsafe conditions.

29. Confidential Information: Contractor and Customer mutually agree to maintain in confidence and will not, directly or indirectly disclose or use, either during or after the term of this Contract, any proprietary or confidential information belonging to the other party, except to the extent necessary to perform the Work, as required by law or to enforce the terms of this Contract until such time as said information has become public knowledge.

30. Integration: This Contract and the Contract Documents set forth the complete understanding and final Contract between the Parties and supersede all prior discussions, negotiations and documents not specifically incorporated herein. Any representations, statements, or other communications, not written on this Contract shall be deemed immaterial, and not relied upon by either party.

31. Termination: Contractor's obligation to perform shall terminate automatically on the occurrence of an act of God, by acts of war, riot, or civil commotion, by an act of State, by strikes, fire, flood, or by the occurrence of any other event beyond the control of the parties hereto, that destroys the Property, or renders access to the Property unreasonably dangerous. Nothing in this section is intended to operate as a waiver of any right to payment for services rendered before and up to the event causing the automatic termination.

32. Understanding of this Contract: Customer has been advised to seek the advice of independent legal counsel before executing this Contract. Customer acknowledges that Customer has had a full and fair opportunity to have this Contract reviewed by independent legal counsel prior to execution. Customer warrants and represents that Customer understands and appreciates the words and terms used in this Contract, the responsibilities assumed by the Customer and their legal ramifications. Each Party signs this Contract of his/her/its own free will. Each Party warrants that he/she/it has carefully and fully reviewed this Contract. No rule of construction shall be used for or against any Party based on that Party's participation or lack of participation in drafting this Contract.

33. Modification: This Contract may not be modified or amended except by a written agreement executed by the parties.

34. Counterparts: This Contract may be executed in duplicate counterparts, all of which together shall constitute a single instrument, and each of which shall be deemed an original of this Contract for all purposes, notwithstanding that less than all signatures appear on any one counterpart. Electronic signatures shall be binding on parties in the same manner as original signatures.

35. Severability: If a court of competent jurisdiction determines that any term or provision of this Contract is illegal, unenforceable or invalid in whole or in part for any reason, such provisions or part thereof shall be stricken from this Contract, and such provision shall not affect the legality, enforceability, or validity of the remainder of this Contract. If any provision or part thereof of this Contract is stricken in accordance with the provisions of this section, then this stricken provision shall be replaced, to the extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the stricken provision as is legally possible.

I have read the terms and conditions set forth above. I understand and agree to them, effective on the date set forth above. I warrant and represent that I am authorized to execute this Contract on behalf of Customer, who is the legal owner, or legally authorized agent of the owner of the Property.

"CUSTOMER(S)"

CONTRACTOR

Signature – check one: ☐ Customer; ☒ Authorized Agent

Signature

James LeBlance

Print Name and Title, if applicable:

Print Name and Title:

July 29th 2020

July 29th 2020

Date

Date

james@fastcleanusa.com

Email Address

Email Address

400 Turner Street

Street Address

Thomasville, NC 27360

City, State, Zip

Exhibit "A"
SCOPE OF WORK

Supervising, Cleaning & Application of Disinfectant

Thomasville City Schools

400 Turner Street

Thomasville, NC 27360

Total Area: 332,585 /sf x .015 /sf

EXHIBIT “B”

WORK AREAS

Clean & Application of Disinfectant

Thomasville City Schools

400 Turner Street

Thomasville, NC 27360

Total Area: 332,585 /sf

- **High-contact Wall Surfaces (light switches, etc.)**
- **Doors / Frames / Jambs / Knobs / Handles**
 - **Tables / Countertops**
 - **Restroom fixtures**
 - **Filing Cabinets**
 - **Bookshelves**
- **Break Room Furnishings**
 - **Chairs**
 - **Water Fountains**
- **Community Beverage Dispensers (i.e. coffee service, etc.)**
 - **Computer Keyboards / “Mice”**
 - **Telephones**
 - **Copy Machines**
 - **School Cafeteria**
 - **Food Preparation**
 - **Dining Area**
- **Any other commonly touched surfaces**

EXHIBIT “C”

**CENTER FOR DISEASE CONTROL AND PREVENTION
COVID-19 DISCLOSURE**

- <https://www.cdc.gov/coronavirus/mers/hcp.html>

- <https://www.cdc.gov/coronavirus/2019-nCoV/hcp/infection-control.html>

- <https://www.cdc.gov/infectioncontrol/guidelines/isolation/index.html>

- <https://www.who.int/health-topics/coronavirus>

EXHIBIT “D”

PRODUCT LABELS / LITERATURE

(See Attached Email)

EXHIBIT “E”
SAFETY DATA SHEETS (SDS)

(See Attached Email)

EXHIBIT “F”

Quote Discussed prior to job start 7-27-2020

Initial Report: Preventative

Status: Building Empty

Initial assessment: Cleaning & Disinfecting

Recommendation: Fogging and Cleaning of all high-touch points / application of disinfectant

Additional Recommended: HVAC System be cleaned

- High-contact Wall Surfaces (light switches, etc.)
 - Doors / Frames / Jambs / Knobs / Handles
 - Tables / Countertops
 - Restroom fixtures
 - Filing Cabinets
 - Bookshelves
- Lobby / Office Room Furnishings
 - Chairs
 - Water Fountains
- Community Beverage Dispensers (i.e. coffee service, etc.)
 - Computer Keyboards / “Mice”
 - Telephones
 - Copy Machines
- Handheld, mounted, and mobile equipment or machines utilized during the course of business
 - School Cafeteria
 - Food Preparation
 - Dining Area
- Any other commonly touched surfaces

EXHIBIT “G”

Industrial Hygienist

or

Environmental Consultant’s Protocol for the Work


EXHIBIT “H”

Additional Recommended: Recommended that HVAC System be cleaned



Prepared for Thomasville city schoos, Johannesen Robert
Prepared by Socrates Garrett, SGE Covid Solutions
Address 2659 Livingston Rd Jackson MS 39213
Phone +1 6013688476 Website sgecovidsolutions.com/
Quote number 29 Date July 27, 2020 Valid until October 25, 2020 at 3:40PM

facilities test

Facility Testing per swabs		250.00
Facility Testing per swabs		x 193
		48,250.00
Subtotal		48,250.00
Total including tax		\$48,250.00

facilities test

Total including tax \$48,250.00

Additional comments

Order/reference number

☒ Yes, I Johannesen Robert agree to and accept this quote, on July 27, 2020 at 4:01PM.



Prepared for Thomasville city schoos, Johannesen Robert
Prepared by Socrates Garrett, SGE Covid Solutions
Address 2659 Livingston Rd Jackson MS 39213
Phone +1 6013688476 Website sgecovidsolutions.com/
Quote number 28 Date July 27, 2020 Valid until October 25, 2020 at 3:22PM

Proguardeum product

Proguadeum 5 gallon	375.00 x 25 9,375.00
275 gallons Tote of Proguardeum	65.00 x 275 17,875.00
Subtotal	27,250.00
Total including tax	\$27,250.00

Proguardeum product

Total including tax \$27,250.00

Additional comments

Order/reference number

☒ Yes, I Johannesen Robert agree to and accept this quote, on July 27, 2020 at 3:31PM.