

PROPOSAL

AdvantaClean of Monroe

1405-A Babbage Lane
Indian Trail, NC 28079
(704) 256-4869

ac.monroe@advantaclean.com

<https://advantaclean.com/monroe-nc/>



Property Owner: Union County

INT _____

Billing Address

Scott Green
3344 Presson Road
Monroe, NC 28112

Service Address

Scott Green
1424 Mills Harris Rd
Wingate, NC 28174
(704) 320-5198 (Mobile)

scott.green@unioncountync.gov

Job #	40543422
Date	1/7/2025
Total	\$12,750.00

~~This proposal expires on 4/7/2025 12:00:00 AM~~

INT _____

Item	Description	Qty	Rate	Amount
Other - Indirect Service	Full Gun Range Cleanup: Quarterly. Includes full range, both sets of fans, and area behind fans. Includes debris removal and equipment rental. Service contract valid 04/01/25 - 04/01/26.	1	\$12,750.00	\$12,750.00

AdvantaClean:

By: _____ Date: _____

Union County:

Subtotal	\$12,750.00
Tax	\$0.00
Total	\$12,750.00

Authorized By: Brian W. Matthews,
County Manager

Date

Approved as to Legal Form: RLM

SCOPE OF WORK

General Practices: AdvantaClean provides cleanup services in accordance with current EPA standards. As all projects are different, the exact methodology used will depend on our professional opinion, the type of material(s) affected and your exact property conditions.

Gun Range Cleaning: Gun Range floor and fans will be cleaned thoroughly by explosion-proof / HEPA vacuum, with further cleaning of the floor to be followed by mopping and/or mechanized floor scrubber.

Hidden Damage: This Scope of Work is based upon visual observations at the time of inspection. Occasionally, hidden or additional damage is discovered during the course of work that could expand the scope or result in additional charges. Should this occur during this project, the owner or owner's agent will be notified and a change order issued and accepted before commencing any additional work.

TERMS AND CONDITIONS

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

Deputy Finance Officer

PROPOSAL

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Service Address

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(704) 320-5198 (Mobile)

scott.green@unioncountync.gov

Job #	40541783
Date	1/7/2025
Total	\$3,750.00

~~This proposal expires on 4/7/2025 12:00:00 AM~~

INT _____

Item	Description	Qty	Rate	Amount
Other - Indirect Service	Gun Range Cleanup, Front 25 Yards - Monthly x 8. Includes debris removal and equipment rental. Service contract valid 04/01/25 - 04/01/26.	1	\$3,750.00	\$3,750.00

AdvantaClean:

By: _____ Date: _____

Subtotal	\$3,750.00
Tax	\$0.00
Total	\$3,750.00

Union County:

Authorized By: Brian W. Matthews,
County Manager

Date

Approved as to Legal Form: RLM

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Deputy Finance Officer

Abbreviations:

For the purpose of this Contract "AdvantaClean" refers to the service provider whose address appears on the face of this Contract, and "Owner" refers to the Property Owner, or their Authorized Representative, of the subject property. All AdvantaClean Service Providers are Independently Owned and Operated.

Emergency and Loss Mitigation Services Labor Rate Ranges:

At the sole discretion of AdvantaClean, in the event that unit pricing is not utilized and labor rates are not specified elsewhere in this proposal, Emergency and Loss Mitigation Services may be billed at the following default labor rate ranges, which may vary from location to location.

Cleaning Technician: \$29.75 - \$42.50 per hour, Emergency Technician: \$42.50 - \$59.50 per hour, Skilled Labor: \$48.50 - \$67.50 per hour, Site Supervision: \$79.50 - \$92.50 per hour, Executive Supervisor: \$118.00 - \$139.00 per hour

For Specialty Services (mold remediation/trauma clean-up/abrasive blasting, for example) special rates may apply. After-Hours Rates shall be the base rate times a multiple of 1.5. Materials and specialty trade Contractors shall be billed at cost plus twenty percent (20%).

All rates are subject to change without notice.

Scope of Work:

Emergency and Loss Mitigation Services may include, but are not limited to soft demolition, removal of wet building materials, structural drying, contents pack-out, moving, storage, contents cleaning and restoration, sealing of walls and ceilings, mold remediation, carpet/upholstery/air duct cleaning, roof tarp, temporary roof repair, board up, provision of temporary power, etc.

Equipment:

Rental rates for typical equipment shall be established by Xactimate. Equipment rental is charged per 24-hour period, and any portion of a day shall be charged as a full day. Owner agrees to reimburse AdvantaClean for the full replacement cost of any equipment that is damaged and/or missing from the property at pick up. In the event that the occupant or others turn off equipment without direction from, or notification to, AdvantaClean, billing shall continue until pick up. All rates are subject to change without notice.

Contract:

This document is a binding Contract between AdvantaClean and Owner. Upon execution of this Contract, AdvantaClean will incur both direct and indirect costs associated with this project. In the event of termination of Contract by Owner, AdvantaClean shall be paid immediately the greater of (a-) the prorated value of work completed on behalf of the project including any labor, materials, research, supervision, direct overhead, handling, taxes, pick-up, shipping, delivery and cost of capital; or (b-) liquidated damages not to exceed ten percent (10%) of the Contract amount. Int _____

While AdvantaClean is performing the work, Owner shall not enter into a Contract with any other service provider for any other work at the subject property that interferes with AdvantaClean's ability to perform the work. AdvantaClean reserves the right to refuse to perform all or part of the scope of work at its sole discretion/ if the Owner is found to be in violation of the terms of this Contract. Int _____

Completion of Work:

AdvantaClean will complete the work as soon as practically possible. However, unless otherwise specified, AdvantaClean does not agree to guarantee that the work will be completed by or within any particular time.

Schedule of Payments:

The amount of deposits and schedule of payments may vary on a job-by-job basis. However, all jobs are due and payable in full ^{*}upon completion. For any jobs with insurance proceeds, full payment is due and payable within three days of receipt by Owner from the Insurance Company. It is the responsibility of the Owner to make all insurance drafts liquid and available to remit, free and clear of all third party assignments, specifically the mortgage company, immediately upon receipt of said draft. Int _____

Credit and Collections:

Owner authorizes AdvantaClean to perform routine credit history investigation at any time prior to or during this project. ~~In the event of non-payment within terms, AdvantaClean reserves the right to file a Mechanics Claim of Lien for the full amount of work. Delinquent accounts may be turned over to the three major credit reporting agencies, which could have a negative impact on Owner's credit rating. All accounts over ten (10) days past due will be subject to a one and one-half percent (1.5%) service charge per month or up to the maximum permitted in the jurisdiction of the property. In the event of any legal actions, AdvantaClean shall be entitled to collect attorney's fees and all costs of collection.~~ The sole and exclusive venue for any legal action arising from this Contract shall be in the ^{**}county of the respective AdvantaClean office. ~~As the Owner or Authorized Representative, I/We/Us jointly and severally personally guarantee payment under this agreement.~~ Int _____

* within thirty (30) days of receipt of invoice.

** Union County, North Carolina.

Access:

Owner is obligated to provide reasonable access to the subject property for the purpose of performing the work without delay. Owner authorizes free use of all available utilities including electricity, water, gas, or oil for heating and sanitary facilities. In the event Owner has vacated the property during the course of the work, Owner agrees to arrange for AdvantaClean to escort Owner to inspect the property during the structural phase to ensure the safety of Owner. Owner agrees to pay additional charges incurred as a result of their failure to provide responsible or scheduled access.

Limits of Liability:

~~Notwithstanding other specific arrangements, AdvantaClean limits its responsibility for any and all claims of missing or damaged personal property to an aggregate amount of \$250.00 per Contract.~~ It is the sole responsibility of Owner to inspect personal property for damage or to review any inventory list and document condition prior to and pursuant to handling. Owner agrees to report any claims of damages within 72 hours of handling. ~~Any damage claims after 72 hours will not be considered.~~ AdvantaClean is not responsible for the consequential damages to landscaping, driveways, and walkways, or for damages due to water infiltration or freezing during the course of the work. AdvantaClean expressly declines any liability for mold, fungus, or microbial proliferation pursuant to, or resulting from our work/ * Int _____

Supervision:

AdvantaClean will provide adequate supervision of the work to ensure quality control, direction and safety. Owner is obligated to be available for on-site discussion during the course of the work, as some items in the scope of work require approval by Owner. In the event Owner is not available for such approval, Owner authorizes AdvantaClean to make the necessary decisions so as not to delay the project.

Pets:

Owner is responsible to provide adequate means of pet control to ensure the safety of both the animal and AdvantaClean staff. Pet control includes, but is not limited to, containment of all animals, provision of power and protection of fish tanks and aquariums, and removal of animals from work areas. Owner agrees to notify AdvantaClean of any dangerous animals on or near the property. AdvantaClean assumes no liability for injury, death or loss of pets/ ** Int _____

Working Hours:

Normal working hours are Monday through Friday from 7:00 AM to 5:00 PM. Any work, meetings, discussions or consultation outside of these hours may represent additional charges to Owner and are due ^Aat Owner's request Int _____

Warranty:

Unless provided under separate cover, no warranty, either expressed or implied, exists in connection with AdvantaClean's services. If AdvantaClean is directed and/or otherwise prevented from completing the work within the prevailing standard of care, AdvantaClean shall not be responsible for any subsequent defects that arise. Claims for defective workmanship must be forwarded immediately in writing to the respective AdvantaClean office for consideration. AdvantaClean reserves the exclusive right to cure any defects within 60 days of receipt of said notice. AdvantaClean must be provided reasonable and scheduled access to complete the work. No call back repairs will be considered on any account with an outstanding past due balance. Int _____

EACH ADVANTACLEAN LOCATION IS INDEPENDENTLY OWNED AND OPERATED

*, except in the event that mold, fungus, or microbial proliferation is caused by the negligence or willful misconduct of AdvantaClean or its officers, employees, or agents.

**, except in the event that injury, death, or loss of pets is caused by the negligence or willful misconduct of AdvantaClean or its officers, employees, or agents. The word "pets" shall include animals used in service of the Union County Sheriff's Office and its law enforcement functions.

*** AdvantaClean and Owner agree to the terms of the attached Exhibit A, which is incorporated herein by reference.

EXHIBIT A

- I. At AdvantaClean's sole expense, AdvantaClean ("Contractor") shall procure and maintain the following minimum insurances with insurers authorized to do business in North Carolina and rated A-VII or better by A.M. Best, or as otherwise authorized by the Union County Risk Manager.

A. WORKERS' COMPENSATION

Statutory (coverage for three or more employees) limits covering all employees, including Employer's Liability with limits of:

\$500,000	Each Accident
\$500,000	Disease - Each Employee
\$500,000	Disease - Policy Limit

B. COMMERCIAL GENERAL LIABILITY

Covering Ongoing and Completed Operations involved in this Agreement.

\$2,000,000	General Aggregate
\$2,000,000	Products/Completed Operations Aggregate
\$1,000,000	Each Occurrence
\$1,000,000	Personal and Advertising Injury Limit

C. COMMERCIAL AUTOMOBILE LIABILITY

\$1,000,000	Combined Single Limit - Any Auto
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D. POLLUTION LIABILITY INSURANCE

\$1,000,000	Claims Made
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Contractor shall provide evidence of continuation or renewal of Pollution Liability Insurance for a period of two (2) years following termination of the Agreement.

II. ADDITIONAL INSURANCE REQUIREMENTS

- A. Contractor's General Liability policy shall be endorsed, specifically or generally, to include the following as Additional Insured:

UNION COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES ARE INCLUDED AS ADDITIONAL INSURED WITH RESPECTS TO THE GENERAL LIABILITY INSURANCE POLICY.

Additional Insured status for Completed Operations shall extend for a period of not less than three (3) years from the date of final payment.

- B. Before commencement of any work or event, Contractor shall provide a Certificate of Insurance in satisfactory form as evidence of the insurances required above.
- C. Contractor shall have no right of recovery or subrogation against Union County (including its officers, agents and employees).
- D. It is the intention of the parties that the insurance policies afforded by Contractor shall protect both parties and be primary and non-contributory coverage for any and all losses covered by the above-described insurance.
- E. Union County shall have no liability with respect to Contractor's personal property whether insured or not insured. Any deductible or self-insured retention is the sole responsibility of Contractor.
- F. Notwithstanding the notification requirements of the Insurer, Contractor hereby agrees to notify County's Risk Manager at 500 North Main Street, Monroe, NC 28112, within two (2) days of the cancellation or substantive change of any insurance policy set out herein. Union, in its sole discretion, may deem failure to provide such notice as a breach of this Agreement.
- G. The Certificate of Insurance should note in the Description of Operations the following:

Department: Sheriff's Office
Contract #: 9495

- H. Insurance procured by Contractor shall not reduce nor limit Contractor's contractual obligation to indemnify, save harmless and defend Union County for claims made or suits brought which result from or are in connection with the performance of this Agreement.
- I. Certificate Holder shall be listed as follows:

Union County
Attention: Risk Manager
500 North Main Street
Monroe, NC 28112

- J. If Contractor is authorized to assign or subcontract any of its rights or duties hereunder and in fact does so, Contractor shall ensure that the assignee or subcontractor satisfies all requirements of this Agreement, including, but not limited to, maintenance of the required insurances coverage and provision of certificate(s) of insurance and additional insured endorsement(s), in proper form prior to commencement of services.

- III. Contractor agrees to protect, defend, indemnify and hold Union County, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of this Agreement and/or the performance hereof that are due, in whole or in part, to the negligence of Contractor, its officers, employees, subcontractors or agents. Contractor further agrees to investigate, handle, respond to, provide defense for, and defend the same at its sole expense and agrees to bear all other costs and expenses related thereto.
- IV. E-Verify is the federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program, used to verify the work authorization of newly hired employees pursuant to federal law. Contractor shall ensure that Contractor and any subcontractor performing work under this Agreement: (i) uses E-Verify if required to do so by North Carolina law; and (ii) otherwise complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. A breach of this provision by Contractor will be considered a breach of this Agreement, which entitles Union County to terminate this Agreement, without penalty, upon notice to Contractor.