

Town of Nags Head  
Public Works Contract Review Cover Form

**Your review and comments are needed no later than:**

March 25, 2016

Contract Name : **SCADA Upgrade**

Contract Originator : Nancy Roop Carawan

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

Reviewer	Approval Date	Revisions to be made
Office Manager	3-21-16	Made minor revisions KBH
Finance Director	3-22-16	
Town Clerk	3-21-16	Scope and Description have duplicate "and upgrade"; also what exactly does this mean "from original 2005 lookout direct to VTSCADA"? I need to include description in my file and I'm not clear. Thank you. CFM As for duplicate sections 1&2 this will stay this way. KBH
Town Attorney	3-22-16	Made suggested revisions KBH

**Robert C. Edwards**  
Mayor

**Susie Walters**  
Mayor Pro Tem

**Cliff Ogburn**  
Town Manager



**Town of Nags Head**  
Post Office Box 99  
Nags Head, North Carolina  
27959  
Telephone 252-441-5508  
Fax 252-441-0776  
[www.nagsheadnc.gov](http://www.nagsheadnc.gov)

**M. Renée Cahoon**  
Commissioner

**John Ratzenberger**  
Commissioner

**Marvin Demers**  
Commissioner

NORTH CAROLINA  
DARE COUNTY

SERVICE CONTRACT  
PURCHASE ORDER

16-02322

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

  
(CONTRACTOR *initials*)

THIS CONTRACT is made and entered into this the 21<sup>st</sup> day of March 2016 by and between the TOWN OF NAGS HEAD, a public body corporate of the State of North Carolina, (hereinafter referred to as "the TOWN") party of the first part and INSTRUMENTATION SERVICES, INC. 10525-C GRANITE ST. CHARLOTTE, NC 28273 (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:

Scope of Work:

PROVIDE ALL EQUIPMENT, MATERIALS, AND LABOR TO UPGRADE AND UPGRADE WATER SYSTEM'S SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA) SYSTEM FROM ORIGINAL 2005 LOOKOUT DIRECT TO VTSCADA.

**TOTAL CONTRACT PRICE IS \$25,090.99 (TWENTY FIVE THOUSAND AND NINETY DOLLARS AND NINETY NINE CENTS). PRICE IS IN ACCORDANCE WITH CONTRACTOR'S SCOPE OF SERVICES AND COST PROPOSAL, DATED FEBRUARY 16, 2016. (copy attached)**

It is mutually agreed by and between the TOWN and CONTRACTOR that SERVICES under this contract will commence March 21, 2016. The contract completion date shall be June 30, 2016 with time being of the essence. If CONTRACTOR fails to complete work under this contract by June 30, 2016, the TOWN will be damaged thereby, and because the amount of the TOWN's damages, inclusive of expenses for inspection, superintendence and necessary traveling expenses is difficult if not impossible to definitely ascertain and prove, it is hereby agreed that the sum of \$100.00 shall be due from CONTRACTOR, 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 not by way of penalty, such total sum as shall be due for such delay computed aforesaid.

2. DESCRIPTION OF PROJECT

PROVIDE ALL EQUIPMENT, MATERIALS, AND LABOR TO UPGRADE AND UPGRADE WATER SYSTEM'S SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA) SYSTEM FROM ORIGINAL 2005 LOOKOUT DIRECT TO VTSCADA.

3. TERM OF CONTRACT

The term of this CONTRACT for SERVICES is from APRIL 1, 2016 until the obligations of the CONTRACT are fulfilled and accepted by the TOWN pursuant to its terms or until the CONTRACT is terminated pursuant to its terms. Either party may nonetheless cancel this CONTRACT on thirty (30) days written notice to the other party by certified mail or personal delivery. This CONTRACT is subject to the availability of funds to purchase the specified SERVICES and may be terminated at any time if such funds become unavailable.

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

4. PAYMENT TO CONTRACTOR

The TOWN agrees to pay at the rates specified for SERVICES satisfactorily performed in accordance with this contract. Unless otherwise specified, the CONTRACTOR shall submit an itemized invoice to the TOWN by the end of the month in which SERVICES are completed. 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. E-VERIFICATION OF EMPLOYEES

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

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

10. GOVERNING LAW

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

11. OTHER PROVISIONS

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

12. CONTRACT DOCUMENTS/AMENDMENTS

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

13. SIGNATURES

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

*Karen Heagy*  
Witnessed or Attested By:



TOWN OF NAGS HEAD

By: *Andrew L. Deatt*  
Title: Town Manager  
Date: 4/7/16

*Margaret Deatt*  
Witnessed or Attested By:

Corporate Seal:

CONTRACTOR

By: *Russell France*  
Printed Name: Russell France  
Title: COO  
Date: 3/25/16

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

*Andrew L. Deatt*  
Finance Officer

APPROVED AS TO FORM AND LEGAL SUFFICIENCY.

*[Signature]*  
TOWN ATTORNEY



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

## Purchase Order/Voucher

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

NO. 16-02322

### SHIP TO

NANCY CARAWAN  
 NAGS HEAD WATER PLANT  
 2200 LARK AVE  
 NAGS HEAD, NC 27959

### VENDOR

Vendor #: INSTR010

INSTRUMENTATION SERV INC (ISI)  
 10525-C GRANITE ST  
 CHARLOTTE, NC 28273

ORDER DATE: 03/21/16  
 DELIVERY DATE: 03/21/16  
 STATE CONTRACT:  
 VENDOR ACCT NUM:  
 VENDOR PHONE #: (800) 532-0415  
 VENDOR FAX #: (704) 893-0173  
 REQUISITION #: R1600863

### MAIL INVOICE TO:

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

QUANTITY	DESCRIPTION	ACCOUNT NO	UNIT PRICE	TOTAL
1.00	update Scada system for water	61-810-6-5436-00 MAINT/REPAIR EQUIPMENT	25,090.9900	25,090.99
			TOTAL	=====
				25,090.99

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

**IRAN DIVESTMENT ACT CERTIFICATION REQUIRED BY N.C.G.S. 143C-6A-5(a):** By acceptance of this purchase order, vendors, contractors, and/or subcontractors affirm they are not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4, Iran Divestment Act Certification.

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

\_\_\_\_\_  
 FINANCE OFFICER

\_\_\_\_\_  
 PURCHASING AGENT

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

# QUOTATION

**Instrumentation Services, Inc.**  
 10525-C Granite Street  
 Charlotte, NC 28273  
 704-893-0639

Order Number	
2085994	
Order Date	Page
2/16/2016 14:50:44	1 of 2
<b>Taker:</b> Kerri Summerour	
<b>Email:</b> ksummerour@fcxperformance.com	

Quote Expires On 4/17/2016

**Bill To:**

TOWN OF NAGS HEAD NAG0010  
 ATTN: Vicky Wright  
 P.O. BOX 99  
 NAGS HEAD, NC 27959  
 USA  
 252-441-5508

**Ship To:**

TOWN OF NAGS HEAD NAG0010  
 Water Plant  
 2200 Lark Avenue  
 NAGS HEAD, NC 27959  
 USA

Requested By: Ms. Nancy Carawan

**Customer ID:** 109783

Requested Date	PO Number	Ship Route	Taker
4/17/2016 00:00:00		24888	KSUMMEROUR

Quantities					Item ID Item Description	Pricing UOM Unit Size	Unit Price	Extended Price
Ordered	Allocated	Remaining	UOM Unit Size	Disp.				

**Order Note:** To switch from Lookout Direct to VTScada.

**Delivery Instructions:** Best way prepay and add

1.00	0.00	1.00	EA		(001) VTSCADA 5K DEVELOPMENT RUNTIME Includes 3 Months of SupportPlus	EA	6,430.1300	6,430.13
				1.0		1.0		
1.00	0.00	1.00	EA		(002) VTSCADA 5K - ALARM NOTIFICATION Includes 3 Months of SupportPlus	EA	2,042.6300	2,042.63
				1.0		1.0		
1.00	0.00	1.00	EA		(003) SUPPORTPLUS ADDITIONAL NINE MONTHS	EA	953.1300	953.13
				1.0		1.0		
1.00	0.00	1.00	EA		(004) ISI MISC TRUCK STOCK Item details as follows- Dell Precision 5810 computer, Intel Xeon Processor E5-1603 v3 (Quad-Core, 2.8GHz), 8GB (2x4GB) 2133MHz DDR4 ECC RDIMM, 2x500GB 7200RPM HDD in RAID 1 running Windows 8.1.	EA	2,405.0000	2,405.00
				1.0		1.0		
1.00	0.00	1.00	EA		(005) ISI MISC TRUCK STOCK Item details as follows- 24" 1080p Touch Screen monitor, Windows 8.1 compatible.	EA	360.1000	360.10
				1.0		1.0		
1.00	0.00	1.00	EA		(006) ISI TIME AND MATERIAL INSTRUMENTATION SERVICE (FP) Labor, Travel & Expenses	EA	12,900.0000	12,900.00
				1.0		1.0		

# QUOTATION

Instrumentation Services, Inc.  
 10525-C Granite Street  
 Charlotte, NC 28273  
 704-893-0639

Order Number	
2085994	
Order Date	Page
2/16/2016 14:50:44	2 of 2
<b>Taker:</b> Kerri Summerour	
<b>Email:</b> ksummerour@fcxperformance.com	

Quote Expires On 4/17/2016

<i>Quantities</i>					<i>Item ID</i>	<i>Pricing</i>		<i>Unit</i>	<i>Extended</i>
<i>Ordered</i>	<i>Allocated</i>	<i>Remaining</i>	<i>UOM</i>	<i>Unit Size</i>	<i>Item Description</i>	<i>UOM</i>		<i>Price</i>	<i>Price</i>
				<i>Disp.</i>		<i>Unit Size</i>			

Total Lines: 6

**SUB-TOTAL (freight excluded):** 25,090.99

**TAX:** 822.87

**AMOUNT DUE (freight excluded):** **\$25,913.86**

U.S. Dollars

The enclosed pricing and or discounts are predicated on receiving an order for the quantities as listed.

Any significant deviation may result in a change in price and or discount.

All Orders Subject to FCx Terms & Conditions. For further information please visit [www.fcxperformance.com](http://www.fcxperformance.com).

NOTE: A rush fee of 5% or \$25.00, whichever is greater, must be applied to the order for guaranteed same day shipment from stock.  
 Factory expedites subject to availability and additional charges.

**Robert C. Edwards**  
Mayor

**Susie Walters**  
Mayor Pro Tem

**Cliff Ogburn**  
Town Manager



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**M. Renée Cahoon**  
Commissioner

**John Ratzenberger**  
Commissioner

**Marvin Demers**  
Commissioner

clerks ORIGINAL

## SCADA UPGRADE

### Contract Change Order Number 1

Dated April 15, 2016

NORTH CAROLINA  
DARE COUNTY

SERVICE CONTRACT  
PURCHASE ORDER # 16-02322

THIS CONTRACT CHANGE ORDER is made and entered into this the 15<sup>th</sup> day of April 2016, by and between the TOWN OF NAGS HEAD, a public body corporate of the State of North Carolina, (hereinafter referred to as "the TOWN") party of the first part and INSTRUMENTATION SERVICES, INC. 10525-C GRANITE ST. CHARLOTTE, NC 28273 (hereinafter referred to as "CONTRACTOR"), party of the second part.

This Contract dated the 21<sup>st</sup> day of March 2016 between the Town and Contractor is hereby amended.

### **CHANGES TO SERVICES TO BE PROVIDED**

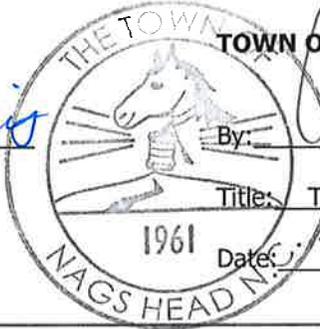
1. CHANGE in Contract Completion Date

§1. Is hereby amended to read "It is mutually agreed by and between the TOWN and CONTRACTOR that SERVICES work under this contract will commence March 21, 2016. The contract completion date shall be June 30, 2016 **July 18, 2016** with time being of the essence. If CONTRACTOR fails to complete work under this contract by June 30, 2016 **July 18, 2016** the TOWN will be damaged thereby, and because the amount of the TOWN's damages, inclusive of expenses for inspection, superintendence and necessary traveling expenses is difficult if not impossible to definitely ascertain and prove, it is hereby agreed that the sum of \$ 100 shall be due from CONTRACTOR, 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 not by way of penalty, such total sum as shall be due for such delay computed aforesaid"

12. SIGNATURES

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


  
 Witnessed or Attested By: Carolynn A. Morris
  
 By: [Signature]
  
 Title: Deputy Town Manager
   
 Date: 4/19/16

Witnessed or Attested By: Maegan Scott

Corporate Seal:

CONTRACTOR

By: [Signature]
  
 Printed Name: Russell Frazee
  
 Title: COO
  
 Date: 4/15/16

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

[Signature]
  
 Finance Officer