

Clerk

937



Town of Nags Head

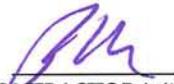
Post Office Box 99
Nags Head, North Carolina 27959
Telephone 252-441-5508
Fax 252-441-0776
www.townofnagshead.net

NORTH CAROLINA
DARE COUNTY

ORIGINAL

SERVICE CONTRACT
PURCHASE ORDER # 12-01230

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


(CONTRACTOR initials)

THIS CONTRACT is made and entered into this the 14th day of November 2011, 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 3436 Toringdon Way Suite 105 Charlotte, North Carolina 28277 (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:

Elevate and upgrade SCADA antennas at the 8th Street water plant and the Gull Street pump station. The mounting height and signal gain of the antennas will be increased at both locations.

Total contract price is \$5,482.02. (Five Thousand Four Hundred Eighty Two Dollars and Two Cents). Price is in accordance with CONTRACTOR's proposal, dated July 28, 2011 (copy attached).

It is mutually agreed by and between the TOWN and CONTRACTOR that work under this contract will commence no later than December 1, 2011 and the contract completion date shall be April 18, 2012 with time being of the essence. If CONTRACTOR fails to complete work under this contract by April 18, 2012, the TOWN will be damaged

thereby, and because the amount of the TOWN's damages, inclusive of expenses for inspection, superintendence and necessary traveling expenses is difficult, if not impossible, to definitely ascertain and prove, it is hereby agreed that the amount of such damages shall be \$100.00 (One Hundred Dollars and No Cents) as liquidated damages for every day's delay in finishing the work in excess of the completion date prescribed; and the CONTRACTOR hereby agrees that said sum shall be deducted from monies due the CONTRACTOR under the contract or, if no money is due, the CONTRACTOR hereby agrees to pay 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

Work under this contract consists of upgrading the connectors, antenna material, and mounts at Eighth Street Water Plant and Gull Street Pump Station and increasing the height and signal gain on both antennas.

3. TERM OF CONTRACT

The term of this CONTRACT for SERVICES is from November 4, 2011 to April 30, 2012. This contract is subject to the availability of funds to purchase the specified SERVICES and may be terminated at any time if such funds become unavailable.

4. PAYMENT TO CONTRACTOR

The TOWN agrees to pay at the rates specified for SERVICES satisfactorily performed in accordance with this contract. Unless otherwise specified, the CONTRACTOR shall submit an itemized invoice to the TOWN by the end of the month during which SERVICES are performed. Payment will be processed promptly upon receipt and approval by the TOWN of the invoice. The project, as bid, will be paid on a unit price basis. Invoices will be prepared on the basis of materials used and actual hours of work expended, as listed in the CONTRACTOR's proposal (copy attached) – i.e. Omni Antenna, Yagi Antenna, Antenna Cable, Labor, etc.

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 services. 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 services and other persons who may be affected thereby.

8. NON-DISCRIMINATION IN EMPLOYMENT

The CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, or national origin. The CONTRACTOR shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, sex, race, creed, or national origin. In the event the CONTRACTOR is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Contract may be cancelled, terminated or suspended in whole or in part by the TOWN, and the CONTRACTOR may be declared ineligible for further contracts.

9. GOVERNING LAW

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

10. OTHER PROVISIONS

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

11. CONTRACT DOCUMENTS/AMENDMENTS

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

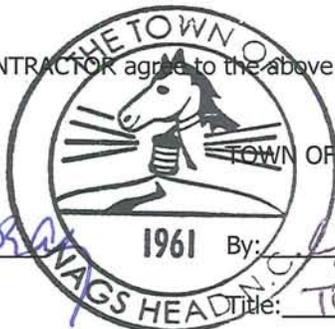


12. SIGNATURES

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

Witnessed or Attested By:

Michelle H. Gray



TOWN OF NAGS HEAD

By: [Signature]
Title: TOWN MANAGER

Date: 11/22/11

Patty M. Lusner

Corporate Seal:

CONTRACTOR

By: [Signature]

Printed Name: Robert Manuelsmith

Title: President

Date: 11/14/11

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

[Signature]
Finance Officer

APPROVED AS TO FORM AND LEGAL SUFFICIENCY.

[Signature]
TOWN ATTORNEY

PC

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

12-01230

ORDER DATE: 11/07/11
REQUISITION NO: R1200318
DELIVERY DATE: 10/05/11
STATE CONTRACT:
F.O.B. TERMS: Destination

VENDOR #: INSTR010

INSTRUMENTATION SERV INC (ISI)
200 E WOODLAWN RD
CHARLOTTE, NC 28217

Phone: (800)532-0415 Fax: (704)893-0173

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	SCADA antenna replacement	2-61-810-6-5436-00 MAINT/REPAIR EQUIPMENT	5,482.0200	5,482.02
			TOTAL	5,482.02

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

Instrumentation Services, Inc.

Phone: 800-532-0415 Fax: 888-367-3571
 136 Toringdon Way, Suite 105
 Charlotte, NC 28277



Quote

No.: 8.1588.523

Date: 7/28/2011

Prepared for:
Nancy Carawan (252) 449-4210
 Nags Head Water Plant
 2110 Pond Avenue
 Nags Head, NC 27959 U.S.A.

Prepared by: Rob Manuelsmith
 robs@isisesveysyou.com

Job No.: 0353 - 888
 Phone: (252) 449-4212
 Fax: (252) 480-1560

NOTE ISI is pleased to provide you with a quote to elevate and upgrade the antennas at the Water Plant and the Gull Street Pump Station. We will increase the mounting height of the antennas at both locations and increase the signal gain on both antennas.

Due to environmental conditions you experience, we are having to upgrade the connectors, antenna material, and mounts to allow for the aggressive atmosphere and high winds.

Service to be performed during scheduled SCADA maintenance program service.

Qty.	UOM	Description	Price	Extend Price
1.0	EA	450-482 6dB Gain Omni Antenna (Fiberglass)	\$1,220.09	\$1,220.09
1.0	EA	450-470 MHz, 10 dB Gain Yagi Antenna	\$221.13	\$221.13
2.0	EA	7/8" AVA5-50 Helix Antenna Cable (125feet)	\$630.50	\$1,261.00
4.0	EA	N-Male Connector for AL5 AVA5 Cable	\$33.13	\$132.52
2.0	EA	Dual Fit /Heat Foam Cables	\$21.07	\$42.14
2.0	EA	Mast Mounting Clamps for Wood Pole	\$77.57	\$155.14
1.0	EA	Labor and Travel Expenses to Install Antennas/Cables/Testing <i>Labor and Travel based on additional labor and travel required above the time and travel allotted for Tony which is included in the SCADA Maintenance Program. The additional labor and travel expense would not be required if the plant provided qualified personnel to assist in mounting the antenna and connecting/running the cable.</i>	\$1,750.00	\$1,750.00
1.0	EA	Local Rental of Man-lift (Estimate Only)	\$500.00	\$500.00
1.0	EA	Estimated Shipping & Handling	\$200.00	\$200.00

Your Price: \$5,482.02

Installation is based on Materials Delivery (est. 2 weeks)
 Shipping, Handling, & Taxes will be additional.

Quote is Valid for 60 Days Unless noted Differently above.

Terms: Net 30

Accepted by: _____ Date: _____ P.O. #: _____

Terms and Conditions:
 1. PRICES AND SHIPMENTS: Unless otherwise quoted, all pricing and discounts are subject to change without notice. Quotations not accepted by the Buyer within 30 days are subject to review and revision. Shipping is F.O.B. to shipping point. All Prices DO NOT include sales or other taxes; all taxes now or hereafter imposed on sales and/or shipments will be added to the purchase price. Buyer agrees to reimburse ISI for any such tax or provide ISI with a Tax Exempt Certificate.
 2. RETURN OF GOODS: Credit will be allowed for the return of goods with prior written approval from ISI. A deduction may be made for restocking and shipping fees.
 3. DELAY OF DELIVERY: ISI is not to be accountable for delays in delivery occasioned by acts of God, failure of suppliers, or any other circumstances beyond ISI's direct control.
 4. LIMITATION OF LIABILITY: Buyer's remedies under this agreement are subject to any limitations contained in manufacturer's terms and conditions to ISI, a copy will be provided upon request.

Instrumentation Services, Inc.

Phone: 800-532-0415 Fax: 888-367-3571
36 Toringdon Way, Suite 105
Charlotte, NC 28277



Quote

No.: 8.1588.523

Date: 10/20/2010

Prepared for:
Nancy Carawan (252) 449-4210
Nags Head Water Plant
2110 Pond Avenue
Nags Head, NC 27959 U.S.A.

Prepared by: Rob ManuelaSmith
robs@isiservesyou.com

Job No.: 0353 - 888
Phone: (252) 449-4212
Fax: (252) 480-1560

NOTE ISI is pleased to provide you with a quote to elevate and upgrade the antennas at the Water Plant and the Gull Street Pump Station. We will increase the mounting height of the antennas at both locations and increase the signal gain on both antennas.

Due to environmental conditions you experience, we are having to upgrade the connectors, antenna material, and mounts to allow for the aggressive atmosphere and high winds.

Service to be performed during scheduled SCADA maintenance program service.

Qty.	UOM	Description	Price	Extend Price
------	-----	-------------	-------	--------------

written request. In no case shall ISI be liable for incidental or consequential damages.

5. **WARRANTIES:** ISI warrants that all goods sold are free of any security interest and will make available to Buyer all transferable warranties from the manufacturer's. ISI makes no other express or implied warranties of goods or services not directly manufactured or performed by ISI. ISI warrants all workmanship provided directly by ISI for a period of one year after work has been performed.

6. Buyer understands that ISI has a significant investment in the training and development of its employees and processes, and Buyer agrees not to employ directly or indirectly, except with ISI, any employee or former employee of ISI for a period of one year after date that service/sale has been completed without written approval from the President of ISI.