

Sign Maintenance

Project: Sign Maintenance
Date: November 11, 2012
Contractor: Great Lakes Municipal
1176 Cassady, Hope, MI 48628
Owner: City of Pontiac
47450 Woodward, Pontiac, MI 48342

WHEREAS, Owner finds that the Contractor is qualified to perform the work, all relevant factors considered, and that such performance will be in furtherance of Owner's business.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and intending to be legally bound, the parties hereto agree as follows:

TERMS AND CONDITIONS

City Contract Administrator

DPW Director or designee shall be the City's Contract Administrator. The City's Contract Administrator will approve payments, oversee schedules, and generally be responsible for overseeing the execution of the contract.

Laws and Municipal Ordinances, Permits

Great Lakes Municipal shall be fully informed of all laws and municipal ordinances and regulations in any manner affecting those engaged or employed in the work, or the equipment and materials used in the work, and all orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Great Lakes Municipal shall at all items observe and comply with all such existing laws, codes, ordinances, regulations, orders, and decrees. In particular, all work shall be in compliance with the Laws of the State of Michigan, City Ordinances, as well as all other bodies having jurisdictional authority.

The Contractor shall be responsible for obtaining and paying for all permits required for this project and shall be responsible for arranging all required inspections.

Non-Discrimination

Great Lakes Municipal agrees to comply with the Federal Civil Rights Act of 1964 as amended; the Federal Civil Rights Act of 1991 as amended; the Americans with Disabilities Act of 1990 as amended; the Elliott-Larsen Civil Rights Act, Article 2, Act no. 453, Public Act of 1976 as amended; the Michigan Handicapper's Civil Rights Act, Article 2, Act. No. 220, Public Act of 1976, as amended and all other applicable Federal, State and Local laws and regulations. Specifically, Great Lakes Municipal and subcontractors are required not to discriminate against any employee or applicant for employment with respect to such person's hire, tenure, terms, conditions,

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or privileges of employment, or any matter directly or indirectly related to employment because of such person's height, weight, race, color, religion, national origin, ancestry, age, marital status, sex or disability, as defined by law. Breach of this covenant may be regarded as a material breach of the contract.

Indemnification

To the fullest extent permitted by Laws and Regulations, Great Lakes Municipal shall indemnify and hold harmless the City and its officers, directors, employees, agents and consultants from and against all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from the performance of the Work or from the failure to comply with any covenant or term of the contract, provided that any such claim, cost, loss or damage: (i) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting there from or (ii) is caused in whole or in part by any act or omission of Great Lakes Municipal, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any act or omission of a person or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such person or entity.

In any and all claims against the City or any consultants, agents, officers, directors or employees of the City by any employee (or the survivor or personal representative of such employee) of Great Lakes Municipal, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation above shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Great Lakes Municipal or any such Subcontractor, Supplier or other person or organization under workers' compensation Acts, disability benefit Acts or other employee benefit Acts.

Insurance coverage required of Great Lakes Municipal constitutes the minimum requirements and those requirements shall in no way lessen or limit the liability of Great Lakes Municipal under the terms of the contract. Great Lakes Municipal shall procure and maintain at Great Lakes Municipal's own cost and expense any additional claims or amounts of insurance that, in the judgment of the City, may be necessary for Great Lakes Municipal's proper protection in the prosecution of the work.

Jurisdiction Authority

This contract shall be governed by and construed according to the laws of the State of Michigan and Great Lakes Municipal consents to the jurisdiction and venue of the courts in Oakland County, Michigan and of the United States District Court for the Eastern District, Southern Division.

Severability

Great Lakes Municipal will agree that the Contract is the completed and exclusive statement of the Contract between the parties. A judicial or administrative declaration on the invalidity of any one or

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more of the provisions of the Contract shall not invalidate the remaining provisions of this agreement.

Income Taxes

Contractor agrees to contact City of Pontiac Income Tax Division, Audit and Compliance Section, 47450 Woodward, Pontiac, Michigan, 48342, telephone (248) 758-3236, to establish reporting and withholding obligations under the City of Pontiac Income Tax Ordinance. Contractor will require the same of all subcontractors employing labor under this contract.

Contractor is required to withhold City of Pontiac income tax from wages paid to:

- (1) Pontiac resident employees regardless of where they work for the employer; and
- (2) Nonresident employees for work performed in the City.

Contractor is also required to file Pontiac income tax returns reporting and paying income tax on the net profits earned in the City.

COMPENSATION AND PAYMENT

The Contractor agrees to provide all material and labor required to perform the following work for : Street Sign Maintenance as described in the Exhibit A scope of work and the bid proposal prepared by the City of Pontiac, which area incorporated into this agreement by reference.

The Contractor agrees to provide and pay for all materials, tools and equipment required for the prosecution and timely completion of the work. Unless otherwise specified, all materials shall be new and of good quality. Contractor shall invoice the City of Pontiac in accordance with Exhibit B.

In the prosecution of the work, the Contractor shall employ a sufficient number of workers skilled in their trades to suitably perform the work.

All invoices submitted against the contract must identify the work performed in detail. Items not properly invoiced will not be paid. It is the vendor's responsibility to ensure delivery of invoice(s) to the proper City Dept/Div/Personnel. Invoices must meet the following conditions for payment:

- a. Price on invoice must correspond to the pricing listed on purchase order and/or contract.
- b. Contractor must submit price lists in accordance with bid requirements.
- c. Net Thirty (30) Terms
- d. Contractor will bill based on agreed upon milestones.

Original invoice must be submitted to the appropriate City of Pontiac Account's Payable Section and signed by DPW Director or designee.

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Copy of invoice **must** be submitted to DPW Director or designee; they will be responsible for processing payment. If a department contact person is not listed on the purchase order, the vendor shall request in writing from the Purchasing Division the name and phone number of the contact person responsible for processing payment.

PROTECTION OF PUBLIC:

The Contractor must barricade the work area and post signs indicating areas where precaution must be taken.

TERMINATION FOR LACK OF FUNDING OR AUTHORITY:

The City may terminate this contract effective upon delivery of written notice to the contractor, or on any later date stated in the notice, under any of the following conditions:

- a) If funding from federal, state, county, city, or other sources is not obtained and continued at levels sufficient to allow for purchase of the services or supplies in the indicated quantities or term. The contract may be modified by agreement of the parties in writing to accommodate a reduction in funds.
- b) If federal, state or local laws or rules are modified or interpreted in a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.
- c) If any license, permit or certificate required by law or rule, or by the terms of this contract, is for any reason denied, revoked, suspended or not renewed.

TERMINATION FOR CAUSE:

The City by written notice of default to the contractor may terminate the whole or any part of this contract:

- a. Fails to begin the work within the time specified in the Contract;
- b. Fails to perform the work with sufficient workers and equipment or with sufficient materials to assure the prompt completion of said work;
- c. Fails to perform the work in accordance with contract requirements or refuses to remove and replace rejected materials or unacceptable work;
- d. Discontinues the work;
- e. Fails to resume work which has been discontinued within a reasonable time after notice to do so;
- f. Becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency;
- g. Allows any final judgment to remain unsatisfied for a period of Ten (10) days;
- i. Is a party to fraud; or
- j. For any other cause whatsoever, fails to carry on the work in an acceptable manner.

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INSURANCE:

Receipt of insurance is part of the process of determining which Great Lakes Municipal may be recommended for award to the Emergency Manager. If cause is found to change the recommendation that your company be awarded the contract, or if the Emergency Manager does not approve the recommendation, the City shall not be liable for any costs incurred by you in the bid process, including the cost of acquiring bonds and/or insurance.

The contractor, and any and all of their subcontractors, shall not commence work under this contract until they have obtained the insurance required under this paragraph. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carriers acceptable to City of Pontiac. The limits required below do not limit the liability of the Contractor. All deductibles and SIRs are the responsibility of the Contractor.

1. **Workers' Compensation Insurance:** The Contractor shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
2. **Commercial General Liability Insurance:** The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$ 1,000,000 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included.
3. **Motor Vehicle Liability:** The Contractor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000 per occurrence combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
4. **Additional Insured:** Commercial General Liability and Motor Vehicle Liability, as described above, shall include an endorsement stating the following shall be ***Additional Insureds:*** The City of Pontiac, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming the City of Pontiac as additional insured, coverage afforded is considered to be primary and any other insurance the City of Pontiac may have in effect shall be considered secondary and/or excess.
5. **Cancellation Notice:** Workers' Compensation Insurance, Commercial General Liability Insurance, and Motor Vehicle Liability Insurance, as described above, shall be endorsed to state the following: "It is understood and agreed Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: Garland Doyle, City of Pontiac, 47450 Woodward Avenue, Pontiac, MI 48342."

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6. **Proof of Insurance Coverage:** The Contractor shall provide the City of Pontiac at the time the contracts are returned by him/her for execution, certificates and policies as listed below:

- a. Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance;
- b. Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
- c. Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
- d. If so requested, Certified Copies of all policies mentioned above will be furnished.

If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and/or policies to City of Pontiac at least ten (10) days prior to the expiration date.

BONDS:

- a) **Performance Bond:** The contractor is required to execute surety bonds, with sureties acceptable to the City. One such bond may be a Performance Bond in the amount of \$20,000.

MATERIALS:

- b) The City of Pontiac reserves the rights to approve any and all material suppliers or direct the purchase if it's in the best interest of the City.
- c) Contractor must use all remaining materials that the City of Pontiac has in inventory at no cost to the City. Contractor shall inspect City owned materials and warehouse all useable materials and use as needed.

LENGTH OF AGREEMENT:

Agreement is for Two (2) years (commencing on date set forth on Page 1 hereof) with a City option for year three. The City of Pontiac shall inform the contractor a minimum of Thirty (30) days prior to expiration of agreement to enact optional year three (3).

IN WITNESS WHEREOF, the parties have executed this Contract as of the date set forth on Page 1 hereof.

OWNER

Louis H. Schimmel
Authorized Signature

Louis H. Schimmel
Print Name and Title

Emergency Financial Manager

CONTRACTOR

Row Perry
Authorized Signature

Row Perry President
Print Name and Title

EXHIBIT A

SCOPE OF SERVICES:

1. Print and install replacement street signs for all City of Pontiac's streets.
 - a. Print signs per accepted federal/state/local standards (MDOT)
 - b. All signs bid under this agreement will be standard signs as specified in the Michigan Manual of Uniform Traffic Control Devices, current revision.
 - c. Signs should be ten (10) gauge aluminum
 - d. Contractor to dispose of waste

2. Install signs.
 - a. Replace pole if necessary
 - 1) Round Galvanized Steel Post, 2" nominal size, 2 1/8" ID, 2 3/8" OD, .125 thickness, 3Lb per lineal foot
 - 2) U-Channel Sign Posts - 11'-12"
 - b. Replace fixture if necessary
 - 1) All bolts should be zinc plated steel (not vandal proof)

3. Requirements.
 - a. Licenses
 - i. CDL
 - b. Coordinate with Miss Dig when required
 - c. Monthly activity report

4. Service and Response Time.
 - a. Twenty-four hour emergency response time
 - b. Install in quantity when possible for price reduction
 - c. Emergency service is required on all regulator signs (fixed and/or replaced with-in twenty four hours)

5. Safety Standards.
 - a. Adhere to Federal, State, and Local safety standards.
 - b. Must be in accordance with MMUTCD and AASHTO.

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Great Lakes Municipal Services

Street Sign Bid Sheet

CITY OF MONTICELLO - BID PROPOSAL

I, the undersigned, propose to provide services proposed in this contract as per specifications supplied by the City of Monticello. No contract is until a purchase order is issued to the successful bidder. I further propose to deliver the above-described services for the City of Monticello in the most expeditious manner in accordance with all specifications contained herein subject to purchaser's inspection of services performed.

I attest that the bid includes all information necessary for the City of Monticello to accept bid.

FROM NAME: **Great Lakes Municipal** DATE: **10/30/2012**

BY: *[Signature]* Signature

BY: **Larry Perry** Business Manager

(Name and Title please or type)

ADDRESS: **1176 Cassidy Hope MI 48628**

Street City State Zip Code

\$50/hr min 2 hrs

Standard Service Call Cost \$40/hr min 2 hrs Emergency Service call (less than 24HR notice)

Type	Application	Width Inch	Height Inch	Sign Cost	Sign Cost (including all materials and labor)	Sign Cost (including all materials and labor)	Sign Cost (including all materials and labor)	Sign Cost (including all materials and labor)	Bracket Cost for Mounting Hardware for 2" Channel
Street Name	Major Road	24	32	\$128.53	\$115.68	\$85.39	\$15.00	\$87.51	\$25.00
Street Name	Major Road	30	32	\$128.53	\$115.68	\$85.39	\$15.00	\$87.51	\$25.00
Street Name	Major Road	36	32	\$128.53	\$115.68	\$85.39	\$15.00	\$87.51	\$25.00
Street Name	Major Road	42	32	\$135.22	\$121.20	\$85.39	\$15.00	\$87.51	\$25.00
Street Name	Major Road	48	32	\$138.74	\$124.89	\$85.39	\$15.00	\$87.51	\$25.00
Street Name	Local Road	30	30	\$99.69	\$89.70	\$85.39	\$15.00	\$87.51	\$25.00
Street Name	Local Road	36	30	\$99.69	\$89.70	\$85.39	\$15.00	\$87.51	\$25.00
Street Name	Local Road	42	30	\$99.69	\$89.70	\$85.39	\$15.00	\$87.51	\$25.00
Street Name	Local Road	48	30	\$99.69	\$89.70	\$85.39	\$15.00	\$87.51	\$25.00
Street Name	Local Road	54	30	\$101.23	\$91.11	\$85.39	\$15.00	\$87.51	\$25.00
Street Name	Local Road	60	30	\$103.20	\$92.88	\$85.39	\$15.00	\$87.51	\$25.00
Street Name	Local Road	66	30	\$107.42	\$96.88	\$85.39	\$15.00	\$87.51	\$25.00
Street Name	Local Road	72	30	\$128.40	\$115.56	\$85.39	\$15.00	\$87.51	\$25.00
Street Name	Local Road	78	30	\$150.40	\$135.36	\$85.39	\$15.00	\$87.51	\$25.00
Relative Sign				\$40.00	\$35.00				

Escalation percentage for year 2: 0%
Escalation percentage for year 3: 0%

The City of Monticello reserves the right to eliminate any of the items listed above if the work is no longer required or is in the best interest of the City. The City of Monticello reserves the right to bid out any work that would be deemed outside the scope of work, including but not limited to installing additional signs with LED fixtures.