

56431 • 1/8/2021

Revision 5 • 3/24/2021

Sales Rep.:

Schmitt

Project ID:

009083

Opportunity ID:

38224

Sell To Ship To

Company: **Fulton County Government**

Contact:

Phone: 404.612.7916

Address: 130 Peachtree St

Suite 1168

Atlanta GA 30303

Fulton County Property:

Contact:

Phone: 404.612.7916

Address: 130 Peachtree Street SW

Suite 1168

Atlanta GA 30303

Scope

Line#	Sign Type	Description	Qty	Price	Total
1	Building-A13 - Entrance ID G1 - Pryor	14'-3" x 14'-3" SIGN TYPE A13 ENTRANCE ID G1 - PRYOR Routed and painted 2" HDU letters, logo and secondary copy panel to be adhered to existing glazing. Entire canopy fascia to have appled 3m Frosted vinyl applied prior to letter install. Primary logo and copy to have .040 bright brushed anodized alum laminated to HDU faces with double stick and silicone installation. Secondary Copy to be .125" routed alum with laminated .040 alum on faces and stud mounted into backer HDU panel.	1	\$8,245.00	\$8,245.00
2	Building-A14.1 - Entrance ID Peachtree - North	60" x 152" overall SIGN TYPE A14.1 ENTRANCE ID PEACHTREE - NORTH Fabricate .5" thick acrylic letters & logo, painted black on faces & returns. Sub copy to be .25" thick acrylic letters, painted black on faces & returns. All letters/logo to pin mount to existing building with painted .25" stand-offs.	1	\$3,454.71	\$3,454.71
3	Building-A14.2 - Entrance ID Peachtree - South	50" x 89" overall SIGN TYPE A14.2 ENTRANCE ID PEACHTREE - SOUTH Fabricate .5" thick acrylic letters & logo, painted black on faces & returns. Sub copy to be .25" thick acrylic letters, painted black on faces & returns. All letters/logo to pin mount to existing building with painted .25" stand-offs.	1	\$1,708.77	\$1,708.77
4	Other-A40 - Loading Dock	6' x 2'-5" SIGN TYPE A40 LOADING DOCK Fabricate .25" thick painted acrylic panel with digitally printed text & graphics. To mount to exiting building with studs, VHB & silicone.	1	\$1,076.64	\$1,076.64

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LEMENTS				IVEAISIO	3/24/2021
5	Other-C3 - Government Center Plaque	18" x 24" SIGN TYPE C3 GOVERNMENT CENTER PLAQUE - ETCHED Fabricate .5" aluminum, square corners, square edge 90 degrees, edges have satin finish, logo/image raised relief, lettering raised/relief, recessed black, brushed horizontal satin grain, gloss clear coat.	1	\$3,872.05	\$3,872.05
6	Secondary ID-E8 - J1- Tower Panel Sign	3'-0 1/16" x 15'-0 1/16" SIGN TYPE E8 J1-TOWER CABINET Fabricate a new cabinet, with reveal & aluminum cladding to match existing building stone color. Old monument to be removed & this will go in its place.	1	\$11,126.35	\$11,126.35
7	Install-Install-38224 - Installation	INSTALLATION Cost to include travel, labor & material provided to install above listed signs, during normal business hours. Cost assumes free & clear access will be provided & all blocking by others. Cost also assumes install locations can be accessed by DeNyse trucks.	1	\$8,940.00	\$8,940.00
8	Other-C58.4 - Freestanding Poster Stand Inserts	72" x 24" SIGN TYPE C58.4 FREESTANDING POSTER STAND - INSERTS Fabricate (2) .125" PVC sheet inserts with first surface applied direct printed graphics. To be inserted into existing sign, on-site.	2	\$246.55	\$493.10
9	Room-ADA-A63 - Room ID - ADA	7" x 8.5" SIGN TYPE A63 ROOM ID - ADA - B Fabricate .25" painted, photopolymer with raised copy, braille & anti-graffiti clear coat. To mount to existing wall with VHB/Silicone.	4	\$90.22	\$360.88
10	Rule-D65 - Waiting Room Rules	7" x 8.5" SIGN TYPE D65 WAITING ROOM RULES Fabricate .25" interior grade photopolymer panel, painted (2) colors. Symbol to be raised & tipped red with surface digital print in black & white. Copy to be raised tactile copy. Panel to receive anti-graffiti clear coat. Sign to mount with studs.	1	\$76.03	\$76.03
11		INSTALLATION Cost to include travel, labor & material required to install above listed signs, during normal business hours. Cost assumes free & clear access will be provided & all blocking by others. ST/C58.4 does not have any on-site install costs as it's delivery only. Install is based on (1) local trip. Any additional trips will be additional charges.	1	\$420.00	\$420.00
12	Rule-D5 - Rules & Regulations	39.375" x 22" SIGN TYPE D5 RULES & REGULATIONS Fabricate .25" thick painted acrylic panel with direct print graphics & graffiti matte coat. To mount with silicone and/or studs.	1	\$562.00	\$562.00





Proposal

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13	Letter Set-E11.L - Govt Center Media Wall Letters	2' tall logo / 6" tall letters SIGN TYPE E11.L GOV'T CENTER MEDIA WALL LETTERS Fabricate .5" thick FCO aluminum with vertical satin faces & matte edge returns. Entire sign to receive interior protective clear coat. Price does not include painting the wall.	1	\$1,841.40	\$1,841.40
14	Other-E11.P - Govt Center Media Wall Paint	6'-10" x 10'-1" SIGN TYPE E11.P GOVT CENTER MEDIA WALL PAINT Paint existing wall (1) color - Sherwin Williams Gauntlet Gray; SW 7019. Price also includes adding anti-graffiti clear coat.	1	\$1,347.00	\$1,347.00
15		INSTALLATION Cost to include travel, labor & material provided, to install above listed signs, during normal business hours. Cost assumes free & clear access will be provided & all blocking by others.	1	\$770.00	\$770.00

Scope Sub-Total \$44,293.93

Additional Charges

Charge	Description	
Engineering Fees	Stamped Engineered Drawings, per set	\$550.00
Permit & Permitting Service	Permitting Services (if required)	\$350.00
Permit & Permitting Service	Estimated Permit Cost - Actual to be billed on final invoice	\$200.00
Project Management Fee	Project Management Fees	\$450.00
General Miscellaneous	Equipment Rental Allowance - Scissor Lift	\$2,500.00

Additional Charges Sub Total: \$4,050.00

Sub Total: \$48,343.93

Owner Controlled Contingency: \$4,734.78

Grand Total: \$53,078.71





ELEMENTS



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Sell To: Fulton County Government Scope Summary

Ship To: Fulton County Scope Sub Total: \$44,293.93

Proposal Number: 56431 Additional Charges Sub Total: \$4,050.00

Revision Number: 5 Owner Controlled Contingency: \$4,734.78

Date: 3/24/2021 **Grand Total:** \$53,078.71

All material is guaranteed to be as specified, and the above to be in accordance with the drawings and or specifications submitted for the work described, and completed in a workmanlike manner.

Note: The attached proposal is submitted and priced based upon normal production time and does not include an allowance for overtime pay. If portions of the job or the entire job require overtime to meet customer's accelerated completion schedule, post signing date, additional charges may be incurred. This proposal may be withdrawn if not accepted within 60 days. Work will not begin until down payment and written acceptance are received. Any alternate contracts or terms and conditions may alter pricing and void this quote.

Any alteration or deviation from the above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate to be paid by the purchaser. In the event of a breach of contract by purchaser, Seller will be entitled to attorney's fees in a court proceeding. All agreements are contingent upon strikes, accidents or delays beyond our control. Workers Compensation and public liability insurance on above work to be taken out by Seller. Once signs are installed, Purchaser is responsible for all insurance (fire, tornado, etc.). DeNyse Companies, Inc. will not carry any insurance on signage after installation is effected.

<u>Covid-19 Notifications</u> Due to the current COVID-19 pandemic certain materials needed to make signs have been in short supply. Some products have been delayed in manufacturing supply chains due to plants shutting down. While we will do our best to work thru the sourcing process, we cannot anticipate all supply chain delays. We will continue to keep customers informed of any foreseeable delays as well as communicating delays when learned by our team. We will continue to work in the best interest of our clients to complete jobs as timely as possible.

Terms and Conditions

Force Majeure Notwithstanding anything to the contrary contained herein, DeNyse Companies shall not be liable for any delays or failures in performance resulting from acts beyond its reasonable control including, without limitation, acts of God, acts of war or terrorism, viral outbreaks, shortage of supply, interruptions or malfunction of computer facilities, or loss of data due to power failures or mechanical difficulties with information storage or retrieval systems, labor difficulties or civil unrest. Notwithstanding the foregoing, in the event of such an occurrence, DeNyse Companies agrees to make a good faith effort to perform its obligations hereunder.

<u>Payment</u> All jobs are contracted on a 50% deposit down, remainder due COD basis, unless credit has been extended. Our terms are Net 15 days with 2% interest applied to balances over 30 days. Corporate policy dictates filing a claim of lien if payment is not received within terms. All signs remain the property of DeNyse Companies, Inc. until such time payment is received in full. Delinquent payments will result in repossession of signs by DeNyse Companies, Inc.

All fees associated with invoicing by means of 'Construction Payment Management' software will be added to the final Invoice. No administration or "CPM" fees have been added to this proposal.

<u>Credit</u> Payment terms may be extended once a credit application has been submitted and approved for first time customers and existing customers who have not done business with DeNyse Companies, Inc. within the last 24 months. Payment by customers who do not qualify for the extended terms will be cash on delivery basis. Visa, MasterCard and American Express also accepted as payment (additional fee may apply). All new customers must also supply a current Form W-9 to DeNyse Companies, Inc. before credit terms can be applied.

<u>Utility Locate, Removal of Site Indication & Posted Documents</u> DeNyse Companies, Inc. performs normal and customary call before you dig services on all installs that are adjacent to public property. We do not call for utility locate services on private property unless specifically instructed to do so and a fee is noted on the proposal to perform this service. Removal of utility-locate flags, sign location markers, and posted permitting documents will result in additional trip charges and/or back charges to Purchaser. We will seek reimbursement for actual fees incurred if overhead wires must be sleeved to facilitate installation. DeNyse Companies, Inc. cannot be responsible for sprinkler lines unless lines are marked by the original sprinkler system installation company. All down time associated with sprinkler repair will be billable at our normal installation rate, plus materials. If the repairs are done by a professional company, the contract for services will be between the purchaser and repair company.

<u>Artwork</u> Specific, existing logo artwork shall be provided by others, on disc, ready for output, unless otherwise specified. All drawings submitted to DeNyse Companies, Inc. by client are to be free of encumbrances. Any drawings submitted from third parties must include a written release of copyrights. If a release is not available, we must have a written release of liability from client in order to use others artwork.

Copyright All sign designs, sketches, drawings, proposals, specification sheets and any information given to or created for you are the sole



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property of DeNyse Companies, Inc. and may not be recreated, reproduced, faxed, mailed, emailed, scanned, transferred, published, used or changed in any manner or used for securing price comparisons without the express written permission of an authorized representative of DeNyse Companies, Inc. or unless design services are paid in full. Violators will be subject to a \$15,000 fine and prosecuted to the full extent of the law.

Warranty Seller warrants non-illuminated signs against defective workmanship and materials for one (1) year from date of shipment or installation by DeNyse Companies, if installation is effected by Seller. During this period Seller agrees to repair, replace, or reimburse at no cost to the owner, any portion of our work that is defective. Please contact your project manager to schedule any repair work.

Lighted signs are warranted for one (1) year from date of shipment or installation from DeNyse Companies for parts and labor. After one (1) year, normal repair or replacement service calls are charged at their regular rate. Ballasts and/or transformers are warranted for one (1) year; materials only. Regular service call mobilization charges apply. Lighted bulbs and neon are warrantied for 90 days; parts and labor.

<u>Documentation</u> Any documentation required by purchaser from vendor, including Certificates of Insurance and Releases of Liens, must be requested with original proposal at time of order. Any Delay in payment over thirty (30) days will result in a 2% finance charge, if documentation was not requested at time of original purchase.

<u>Sales Tax</u> All applicable taxes payable under the laws of the state into which the property is to be delivered or installed and mentioned herein shall be added to the price quote, unless such tax is paid directly by Purchaser or shown to be included in said quote. Purchaser shall be responsible for all sales taxes due, including any changes in tax rate at time of invoicing.

<u>Cancellation Clause</u> This contract proposes custom made signs, and when accepted, is not subject to cancellation after signing. Seller shall not be responsible for errors or changes in plans, designs, specifications or drawings furnished by Purchaser. Seller shall be compensated for additional work performed due to such changes. Seller retains ownership of all original artwork, copyrights and products until such time as the invoices are paid current along with any interest due.

<u>Change Orders</u> Should the owner, or his agent, request changes affecting the scope of work detailed in this proposal, a written change order notice will be issued by the seller, detailing such change and stating any price adjustments that will be necessary. Purchaser becomes liable for any additional charges incurred per said change order. The time allowed for performance of work may also be adjusted according to amount and extent of adjustments actually allowed.

Electrical All lighted signs and EMCs are configured to use 120volt service, unless otherwise specified. All necessary electrical wiring to sign and hookup will be the responsibility of the purchaser, per the specs shown in the drawings, unless noted in above contract. Any disconnection of existing electrical wiring must be performed prior to the Seller's projected installation date. Seller is not responsible for damage to the sign caused by improper voltage connected to the sign and all warranties are void for signs hooked to the wrong voltage. Underwriters Laboratory now requires a dedicated fault line. Failure of the purchaser to adhere to this requirement is dangerous and the liability of damage to the property is the responsibility of the purchaser.

<u>Permitting</u> Purchaser agrees to secure all necessary permits from the authorizing county or city that is required for the installation of these signs unless specified as a separate line item in the above contract. Variance processing and associated fees, also, are not included unless specified as a separate line item. Purchaser assumes all liability with regard to the same and damages caused by the sign(s) or by reason of it being on or attached to the premises.

Engineering Structural engineering calculations have not been calculated unless requested and listed as a separate line item on quote. The cost of such is not included in this proposal unless otherwise specified. Some municipalities will require changes in structures at their discretion. Because this bid is on a speculative basis, we have designed and quoted your project using standard engineering practices. Additional expenses may be incurred, after this proposal has been signed, if code enforcement officers require unique engineering that could not be foreseen. The purchaser's option is to authorize engineering fees to obtain proper stamps and approvals prior to formalizing seller prices or proposals.

Bonds / Waivers If a Performance Bond is required, an add-on charge of 4% will be assessed to the stated contract price at the time of invoicing. Waivers of subrogation can only be requested before job commences. All requests must be in writing and before quotation is finalized. A \$250 charge will be added to final invoicing for this requested item.

<u>Installation</u> The seller is released from liability for any damage to existing landscape plantings during performance of installation or service work unless detailed in this proposal. Additional charges may be incurred if removal or replacement of said plantings is required by the Seller's crew members when not provided for in the above proposal.

Rough grade of +/- 2 degrees and compaction of 2,000 psi minimum are to be provided by others where applicable before installation of signs. Dirt removed for footings will be spread around sign where applicable. Removal of dirt from site is not included in the cost of this proposal and will be included on final invoice at cost.

Free and clear access to installation site with lifts and installation equipment must be available. Seller assumes an 80' crane is adequate to reach applicable site with adequate lifting ability. Charges may apply for trips made to site if not ready after confirmation of readiness with supervisor.

Quoted installation charges subject to change due to unforeseeable rock, ledge, water or foundation conditions, as well as errors in brick or masonry work fabricated or subcontracted by customer without supervision by Seller, encountered upon installation. An additional cost based on our labor, plus 100% of subcontract labor and material, will be added to the above shown pricing.

Structurally engineered blocking, concrete footing, bases, j-bolts and substructure are by others unless otherwise stated in above proposal. Seller is not responsible for structural integrity of before mentioned. Seller is responsible for connection to substructure, j-bolts, bases and colored



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concrete only.

Seller assumes that all signage will be protected from other contractor trades after installation. Seller is not responsible for cost of repairs due to damage by others.

Purchaser assumes all liability for damages done to property, or expenses incurred, as a direct result of their instruction; i.e., heavy equipment damage to paving of any type when purchaser directs seller to go forward with installation under adverse conditions and etc. Seller is not responsible for any debris left, or damage caused, onsite by other subcontractors.

Seller is not responsible for damage to sprinkler/water lines during installation, unless purchaser has sufficiently marked locations of said water lines in proximity to the proposed sign location before installation begins.

Additional Administrative Fees The attached pricing does not include charges for completion of additional paperwork for HUD, Federal Housing, CCIP, OCIP, indemnity clauses or other documentation; ie., hours/payroll reporting, material details, costs, and/or notarized documentation. If required to comply with regulations, an additional fee equal to ½-1% of the total contract amount may be incurred.

Invoicing All signs will be invoiced at completion of fabrication (before installation) unless installation is to occur within fourteen (14) days of completion. If installation is delayed or continued after that fourteen (14) day period, install charges will be billed separately, prorated by trip.

Storage Signs may be stored by DeNyse Companies, Inc up to thirty (30) days after completion at no charge. Beginning at thirty-one (31) days, a storage fee will be added to the contract total at no less than \$30/per month per pallet. DeNyse Signs will not be responsible for signs if storage fees have not been paid. Unless other contract or arrangements are agreed upon in writing, any sign(s) remaining after six (6) months, without receipt of storage fees, will become the property of DeNyse Companies, Inc.

<u>Retainage</u> Regarding new construction, purchasing company advises intent to retain ______% of total purchase price until such time as all work described in above proposal has been completed and approved by their authorized agent.

Governing Law It is agreed that this contract shall be construed according to the laws of the State of Georgia.

Acceptance of Proposal

The above prices, specifications, and conditions are satisfactory and are hereby accepted. The below given authorized signature shall evidence acceptance of these terms and conditions. Payment will be made to DeNyse Companies, Inc. as outlined above.

ACCEPTED BY:	TITLE:
SIGNATURE:	DATE:



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