

**DESIGNELEMENT | Greer & Associates, Inc.**  
 3702 Hillsborough Road Durham NC 27705-2953  
 919-383-5561 (p) 919-383-1991 (f)  
 EIN # : 56-1812649  
[www.designelementnc.com](http://www.designelementnc.com)

## PROPOSAL FOR SERVICES

PROJECT	SUBMITTED BY	CUSTOMER/ CONTACT
Durham County No Smoking Signs - Replacement Durham, NC	Trevor Ramp <a href="mailto:trevor@designelementnc.com">trevor@designelementnc.com</a>	Durham County Department of Public Health Human Services Building 414 East Main Street Durham, NC 27701  Natalie Rich 919.560.7895   <a href="mailto:nrich@dconc.gov">nrich@dconc.gov</a>

QUOTE #	QUOTE DATE	EXPIRATION DATE	PO	TERMS
4247	11/01/16 03/27/18 5/4/2018	N/A	N/A	\$15,000 deposit + progress payments monthly

DESCRIPTION OF SERVICES	RATE
<p>This bid is presented as a per location / per sign cost, so it is scales based on site specifics. Since site specifications and conditions are currently unknown, we feel this is the best way to address this lack of information. This bid does not cover any work necessary to fix site specific deficient conditions.</p> <p>All signs are provided to DE by the Durham County and will not be furnished by DE for the purposes of this bid.</p> <p>This bid covers the removal of existing smoking sign panels (not posts) and installation of new sign panels (not posts) provided by Durham. Sign panels are installed via bolts through the face of the signs onto existing posts with nuts on the backs. Where signs mount directly to buildings, wood or masonry screws will be used. We cannot be held responsible for damage to buildings that occur due to mechanically mounting signs.</p> <p>All sign locations must be clearly marked prior to installation. Estimated timeline of this bid of 180 business days for completion assumes that all sign locations are known, marked, and provided prior to bid execution or day1 of the 180 business day timeline. DE will make a good faith effort to install all signs as quickly as possible, and all signs with known locations will be completed within 180 business days. If exact sign locations are unknown, changed, or determined after the start of the bid we cannot and will not guarantee adherence to the 180 day timeline for those sites and/or sign locations.</p> <p>Trips:</p> <ol style="list-style-type: none"> <li>1) All sign locations must be clearly marked prior to our install site visit</li> <li>2) If site visits are needed prior to install trip for the purpose of assessing potential install locations, separate site visit trip charges will apply (\$60 per trip/location if 3 or more are bundled together on same day, or \$75 per trip/location otherwise).</li> <li>3) For signs that get removed and replaced with a new sign, no marking is necessary but a provided number of signs per site will be needed to ensure all signs are installed.</li> <li>4) For sites that do not have existing signs to remove, all new sign locations must be clearly marked with paint and the number of signs per site provided to DE prior to our install site visit.</li> <li>5) If we get on site and signs locations are not marked, additional trip charges will be assessed to return at a later date.</li> </ol> <p>Installation:</p> <ol style="list-style-type: none"> <li>1) Prices are for mechanically mounting signs only, using bolt and nut on existing posts or masonry/wood screws onto existing walls.</li> <li>2) Pricing does not include any post installation or straightening.</li> <li>3) Pricing assumes vehicular access to each site, and vehicular access to each location within 50 ft (cord/hose length).</li> <li>4) It is assumed that we can use 1) a generator, 2) an air compressor, and 3) pneumatic tools to remove and install signage. These will be mounted onto our truck.</li> <li>5) It is also assumed that DE can, at their discretion, use the above tools and a golf cart or similar to access locations, especially in downtown area for sidewalk no smoking signs, and on trails.</li> <li>6) It is assumed that each site and each sign location will be accessible and marked, and that all posts and walls to be mounted to are existing, clean, straight, and of finished quality prior to sign installation.</li> </ol> <p>A minimum is given as Durham may not want to install all signs (or need to based on site specifics). This aggregated minimum is what creates the efficiencies necessary for the prices within this bid.</p> <p>Any additional work that may be required to accomplish the desired end result will be on a separate contract and will have to be assessed on a per site basis. Additional work may include the installation of posts, removal of old posts, post straightening, core drilling for sidewalk areas, and unusual mounting methods not called out in this bid. Additionally, if extra trips are necessary and exceed the maximum indicated in this bid, then additional work will be at the discretion of Durham and will have to be enumerated on a separate contract. Examples of this might be extra trips for assessment, installation if locations are not marked, or return trips to sites where work could not be done because of site conditions. (missing or needs post, site is closed or blocked off, etc).</p> <p>This bid does not include any permits, design approvals, or COA if necessary.</p>	

DESCRIPTION OF SERVICES	RATE
<p><b>No Smoking Sign Installation</b></p> <p>368 Sites with a charge of \$40 per site to cover travel time and setup. \$18.00 per sign to install a new no smoking sign on existing posts with client provided hardware. Charge includes removal of existing no smoking signs on existing posts as necessary (if existing) to install the new.</p> <p>Please note that if conventions can be created to ensure install locations are known and consistent then marking locations by paint may not be necessary in some cases (example: If the no smoking sign goes directly below another sign that is at every entrance to a trail/trail head, and the posts or mounting surface of the existing sign is the same everywhere, then the exact locations and mounting specifications are known and no marking will be necessary.</p> <p>There will be a minimum charge of 2 sign installs per site.</p>	<p>\$40 per site \$18 per sign</p>
<p><b>No Smoking Sign Installation - Bus Stops</b></p> <p>169 Total bus stops with a charge of \$40 per site to cover travel time and setup. \$18.00 per sign to install a new no smoking sign on existing posts with client provided hardware. Charge includes removal of existing no smoking signs on existing posts as necessary to install the new. No marking is necessary for these signs as we will be removing and replacing existing signs directly underneath bus stop identification signage.</p> <p>There will be a minimum charge of 1 sign install per site.</p>	<p>\$40 per site \$18 per sign</p>
<p><b>No Smoking THIS sidewalk – various locations</b></p> <p>1000 Total locations with a charge of \$45 per site to cover travel time and setup. \$18.00 per sign to install a new no smoking sign on existing posts with client provided hardware. Charge includes removal of existing no smoking signs on existing posts as necessary (if applicable) and installation of the new.</p> <p>These signs are primarily in the downtown and city locations, located relatively close together. For the purpose of this bid, a “site” will be considered 4 linear blocks in 1 direction (1 side of the street). We assume that we can use a golf cart or similar for these installs, or would be allowed to pull onto the sidewalk near sign installation locations in order to reach them with out equipment.</p> <p>**please note that it is my recommendation that the county have Durham DOT install posts on the sidewalks that we can attach our sign to. This will be significantly cheaper for Durham as sidewalk post installation often requires multiple trips, 811, core drilling through concrete, etc.</p> <p>There will be a minimum charge of 2 sign installs per site.</p>	<p>\$45 per site \$18 per sign</p>
<p><b>Work Day Start-up and Administrative Charge</b></p> <p>Estimated total number of days required to complete signage at 368 sites + 169 bus stops is 95 work days, estimated total number of days to complete 1,000 additional locations is 125 days. Work days are 8am – 5pm, Monday – Friday, and exclude weekends, holidays, and inclement weather. This covers the start up and organizing at the beginning of the day, and the recordation of the days work in Google spreadsheet that Durham County staff will be able to access to monitor progress, notes, and requests.</p> <p>Every sign installed will be logged and photographed and will be entered into the shared spreadsheet tracker or map so at the end, a complete list of every smoking sign and each location will be logged for future use.</p> <p>Minimum administrative charge: \$10,000</p>	<p>\$60 per day</p>
<p>BASED ON THIS BID:</p> <p>Minimum Cost is \$129,000 plus tax (if applicable)</p>	

DESCRIPTION OF SERVICES	RATE
Estimated to complete without site complications: \$169,730 plus tax (if applicable)	
*Estimate to complete covers only the survey and installation of no smoking signs on first trip, and does not include any additional trips that may accrue due to unexpected field conditions.	

NOTES:
<p>For Locations that do not currently have an existing post with no smoking sign, or whose post is deficient in some way, we will survey the location and take notes. Suggestions will be provided on how best to proceed based on field conditions at those sites.</p> <p>The most likely scenarios will be to install a post where there is none (and determine whether the post is mounted onto concrete or in dirt), replace a damaged post where one is existing, or install/mount directly to buildings or supports. Costs for each will vary based on specific field conditions and locations.</p> <p>Special attention and verification will be needed if mounting locations can interfere with structural components, such as in parking decks.</p> <p>Additional trips not accounted for in this bid will accrue as site conditions are determined and additional installs and materials are approved.</p> <p>All signs and hardware will be provided by Durham County. A staff person will be on site for all sites, but may not be available for bus stops or trail heads.</p>

#### **DESIGN SERVICES: TERMS AND CONDITIONS**

##### **USE OF PROJECT FOR PROMOTIONAL PURPOSES**

CUSTOMER GRANTS DESIGNEMENT THE RIGHT TO USE THE PROJECT FOR PROMOTIONAL PURPOSES AND/OR TO CROSS-LINK IT WITH OTHER MARKETING VENUES DEVELOPED BY DESIGNEMENT. ATTORNEY'S FEES, IN THE EVENT ANY PARTY TO THIS AGREEMENT EMPLOYS AN ATTORNEY TO ENFORCE ANY OF THE TERMS OF THE AGREEMENT, THE PREVAILING PARTY SHALL BE ENTITLED TO RECOVER ITS ACTUAL REASONABLE ATTORNEY'S FEES AND REASONABLE ASSOCIATED COSTS, INCLUDING EXPERT WITNESS FEES.

##### **TRADEMARKS, LOGOS AND INTELLECTUAL PROPERTY**

CUSTOMER IS RESPONSIBLE FOR ANY COPYRIGHT OR TRADEMARK ISSUES RELATED TO THE CREATION AND USE OF PROJECT FILES BY CUSTOMER. CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR ANY TRADEMARK OR COPYRIGHT SEARCHES PERTAINING TO THE PROJECT UNLESS OTHERWISE CONTRACTED FOR IN THE SPECIFICATIONS. DESIGNEMENT WILL NOT KNOWINGLY COPY OTHER RIGHTFULLY TRADEMARKED OR COPYRIGHTED MATERIAL. CUSTOMER MAY NOT REPRODUCE OR OTHERWISE USE DESIGN MOCK-UPS, DRAFTS, SKETCHES ETC. CREATED BY DESIGNER DURING WORK ON THE PROJECT BUT NOT INCLUDED INTO THE FINAL VERSION OF THE PROJECT. SUCH ARTWORK BELONGS SOLELY TO DESIGNER WHO MAY USE IT AT HIS OWN DISCRETION.

#### **MANUFACTURING: TERMS AND CONDITIONS**

##### **INVOICES & CANCELLATION OF ORDERS**

DESIGNEMENT (VENDOR) PREPARES YOUR ORDER ACCORDING TO YOUR SPECIFICATIONS. THEREFORE, PRIOR TO ITS COMMENCEMENT, YOUR ORDER IS ONLY CANCELABLE WITH THE VENDOR'S PRIOR WRITTEN CONSENT. AFTER COMMENCEMENT OF YOUR ORDER (THE POINT AT WHICH MATERIALS ARE ASSEMBLED AND WORK HAS BEGUN), YOUR ORDER IS NON-CANCELABLE. THE CUSTOMER IS SOLELY RESPONSIBLE FOR PROOFREADING. VENDOR DOES NOT ASSUME ANY RESPONSIBILITY FOR THE CORRECTNESS OF COPY. THEREFORE, YOU MUST REVIEW AND SIGN A PROOF PRIOR TO OUR COMMENCEMENT OF YOUR ORDER. BY SIGNING YOUR PROOF, YOU APPROVE OF ITS CONTENT AND RELEASE THE VENDOR TO COMMENCE OUR WORK. YOU ARE SOLELY RESPONSIBLE FOR THE CONTENT OF THE PROOF ONCE IT HAS BEEN SIGNED. HOWEVER, IF WE SHOULD MAKE AN ERROR IN PRODUCING THE WORK AS PROOFED, PLEASE BE ASSURED THAT WE WILL REDO THE WORK AS QUICKLY AS POSSIBLE AND WITHOUT CHARGE TO THE CLIENT.

##### **VENDOR'S LIABILITY**

DESIGNEMENT'S (VENDOR) TOTAL LIABILITY IS HEREBY EXPRESSLY LIMITED TO THE SERVICES INDICATED ON THE INVOICE AND VENDOR WILL NOT BE LIABLE FOR ANY SUBSEQUENT DAMAGES, CONSEQUENTIAL DAMAGES, OR OTHERWISE. ALL DATES PROMISED ON THIS INVOICE ARE APPROXIMATIONS UNLESS THE WORD "FIRM" IS WRITTEN AND ACKNOWLEDGED BY THE VENDOR.

##### **TERMS OF PAYMENT**

**NEW ACCOUNTS ARE PAYABLE AS FOLLOWS:** 50% DEPOSIT OF PROPOSAL TOTAL, AND BALANCE DUE UPON COMPLETION

**ESTABLISHED ACCOUNTS:** PROVIDED YOUR ACCOUNT IS CURRENT WITH NO PAST DUES, YOUR TERMS SHALL BE NET 30 DAYS. IN THE EVENT THE TOTAL AMOUNT OF THE PROPOSAL EXCEEDS YOUR CURRENT ACCOUNT CREDIT LIMIT, WE MAY REQUIRE A DEPOSIT FOR THE AMOUNT EXCEEDING YOUR CREDIT LIMIT. ANY ACCOUNTS WITH PAST DUE AMOUNTS SHALL BE PLACED ON HOLD FOR ANY NEW ORDERS, UNTIL YOUR ACCOUNT BECOMES CURRENT. WE RESERVE THE RIGHT TO REVOKE CREDIT PRIVILEGES TO CUSTOMERS WITH PAST DUE PAYMENT HISTORY.

**PAST DUE BALANCES:** INVOICES ARE CONSIDERED DELINQUENT THIRTY (30) DAYS FROM THE DATE THAT YOUR ORDER IS COMPLETED. AFTER THE THIRTIETH DAY, A LATE CHARGE OF \$25.00, TOGETHER WITH INTEREST ACCRUING AT THE RATE OF 1.5% PER ANNUM, OR THE MAXIMUM RATE ALLOWABLE BY LAW IS ASSESSED. YOU SHALL BE LIABLE FOR ALL COSTS RELATED TO COLLECTION OF DELINQUENT INVOICES, INCLUDING COURT COSTS AND ATTORNEY'S FEES. CUSTOMER'S ACCEPTANCE OF WORK: CUSTOMER'S ACCEPTANCE, EITHER PERSONAL OR THROUGH HIS/HER AGENT(S) AND/OR EMPLOYEE(S) OF THE WORK ORDERED SHALL BE DEEMED AS FULL ACCEPTANCE. THIS MEANS THAT BY ACCEPTING DELIVERY OF THE WORK, CUSTOMER AFFIRMS THAT THE WORK SUBSTANTIALLY CONFORMS TO ALL EXPECTATIONS.

**C.O.D. ORDERS:** PLEASE NOTE THAT FOR ALL C.O.D. ORDERS, PAYMENT MUST BE PRESENTED AT THE TIME OF DELIVERY AND INSTALLATION OF YOUR ORDER. IN THE EVENT THAT WE ARRIVE TO DELIVER AND/OR INSTALL YOUR ORDER AND PAYMENT IS NOT PROVIDED, WE WILL NOT INSTALL YOUR ORDER OR LEAVE IT WITH THE CUSTOMER, AND YOU WILL BE BILLED AN ADDITIONAL TRIP CHARGE. THE TRIP CHARGE AMOUNT SHALL BE BASED UPON THE INITIAL INSTALLATION PRICE WITH ADJUSTMENTS AS NEEDED.

**INVOICING:** ONCE YOUR ORDER IS COMPLETED (LESS CUSTOMER PICK-UP, OR DELIVERY) AN INVOICE WILL BE SENT TO THE CUSTOMERS THAT HAVE A CREDIT ACCOUNT WITH OUR COMPANY. (ALL OTHERS WITHOUT CREDIT ACCOUNTS SHALL BE C.O.D.). IN THE EVENT YOUR ORDER IS NOT INSTALLED, PICKED-UP, OR DELIVERED DUE TO DELAY BY THE CUSTOMER, YOU ARE STILL RESPONSIBLE FOR PAYMENT ACCORDING TO THE TERMS SPECIFIED ABOVE. HOWEVER, IN THE EVENT WE ARE INSTALLING YOUR ORDER, YOU MAY HOLD THE COST OF INSTALLATION AND NOT PAY THAT AMOUNT UNTIL YOUR ORDER HAS BEEN INSTALLED.

##### **LOST OR SUBSTANTIALLY FORGOTTEN WORK**

IF CUSTOMER DOES NOT TAKE POSSESSION OF COMPLETED WORK WITHIN THIRTY (30) DAYS FROM NOTIFICATION OF COMPLETION, THEN THE WORK WILL BE CONSIDERED LOST OR FORGOTTEN, AND VENDOR WILL NOT BE RESPONSIBLE FOR FURTHER LOSS. CUSTOMER WILL BE BILLED AND RESPONSIBLE FOR PAYMENT FOR WORK THAT HAS BEEN COMPLETED

The above-mentioned prices specifications and conditions are satisfactory and are hereby accepted. You are authorized to do all the work specified. Payment will be made as outlined above

SIGNATURE	APPROVED DATE

Name (Print) \_\_\_\_\_ Company: \_\_\_\_\_

Job: \_\_\_\_\_ Date: \_\_\_\_\_