



April 8, 2019

NORTH CAROLINA
RUTHERFORD COUNTY

CONTRACT FOR SIGN FABRICATION AND INSTALLATION

THIS AGREEMENT made and entered into this 12th day of April, 2019, by and between Rutherford County, 289 North Main Street Rutherfordton, NC 28139, hereby referred to as "Owner"; and ACSM, Inc., 2525 Distribution St., Charlotte, NC 28203 of Mecklenburg County, North Carolina, hereinafter referred to as "ACSM".

WITNESSETH:

THAT, WHEREAS, ACSM is in the business of designing and manufacturing signage and custom structures; and,

WHEREAS, Owner desires to employ the services of ACSM to fabricate and install from existing designs submitted by Artifactoring, LLC on behalf of the Owner:

SCOPE:

- A total of 6 custom kiosks with benches, 2 with planters and 4 with garbage bins
- Sign structure will be welded aluminum with 5" square tubing along with 1.5" square tubing of sign frame. Aluminum 1" square tubing will be used for decorative arches. Decorative brackets fabricated to imitate brackets submitted by Artifactoring, LLC.
- Bench, planter and garbage bin structure out of 1.5" square tubing all welded.
- Canopy fabricated out of standing seam roofing material, color TBD by Owner.
- Benches, planters and trash bin structures will be finished with untreated cedar. Benches will be hard formed seats.
- Standard trash bins with size and type TBD by Owner.
- Signs will be 12 aluminum panels digitally printed measuring 65"x 60", six (6) 30" tall semi-circular trailhead sign, six (6) 12" circles.
- Spindale retrofit will be one (1) 65" x 44" sign panel, one (1) 65" x 6" rider, one (1) 12" circle and two (2)
- 30" semi circles.

Cost for kiosks with planters= \$11,490 ea - Total of 2 = \$22,980

Cost for kiosks with trash bins= \$11,990 ea -Total of 4 = \$47,960

WHEREAS, ACSM has agreed to perform such services under the terms of this contract.

NOW, THEREFORE, the parties do hereby agree as follows:

1. ACSM agrees to fabricate and install a total 6 custom kiosks and signs in accordance with the design and specifications referred to above.
2. The work to be performed by ACSM will be completed, including installation, within a timely manner, project will be completed by June 30th, 2019.
3. All costs are referenced in the submitted RFP. The contract shall be payable as follows:

- **Upon Approval of Fabrication Drawing/Shop Drawing** **\$30,000.00**
- **Invoicing for materials for fabrication with documentation of purchase** **\$25,000.00**
- **Final draw at completion of project** **\$15,940.00**

Any and all additional charges must be approved by Owner and will be billed separately.

4. Kiosks/signs will be constructed and installed in a workmanlike manner.
5. The kiosks/signs and their installation shall be warranted as to material and workmanship by ACSM for a period of 1 year following completion of the terms of this agreement and acceptance by Owner.
6. Should ACSM fail to timely perform any phase or provision of this Agreement in accordance with the terms and conditions hereof, or if Owner shall be dissatisfied with the professional services rendered by ACSM to Owner, then Owner shall notify ACSM of such failure or dissatisfaction and ACSM shall thereupon correct such failure within thirty (30) days of providing such notice. Should ACSM fail to correct such failure in accordance with this Paragraph, then Owner may terminate this Agreement and recover back from ACSM any portion of the contract price paid but not fully earned by ACSM as of the date of such termination. All work product completed and paid for by Owner as of the date of termination shall be the sole property of Owner. Notice under this Paragraph shall be deemed completed upon mailing the same to ACSM at their address stated above.

This Agreement executed in duplicate originals, the day and year first above written.

ACSM, Inc.

Rutherford County

By: _____
Glen Nocik, President

By: _____
Bryan King, Chairman

Date: _____

Date: _____