



## City of Grand Ledge Contract for Commercial Electrician Services

THIS AGREEMENT is made and entered into this 23rd day of March, 2020, by and between the CITY OF GRAND LEDGE, MICHIGAN, a Municipal corporation whose office is located at 310 Greenwood Street, Grand Ledge, Michigan 48837 and Newkirk Electric Associates, 3010 S. Canal Street, Lansing, Michigan 48917 ("Contractor").

### RECITALS

WHEREAS, it is the intent of the City to retain Commercial Electrician Services for city-owned/managed facilities and projects within the city limits; and

WHEREAS, the parties wish by this agreement to define their respective rights and obligations among other things during the term of this Agreement.

NOW THEREFORE, for and in consideration of the mutual promises, terms, conditions, and covenants expressed in this Agreement, the parties agree as follows.

1. **Services.** Unless directed by the City Manager or Assistant City Manager, the Contractor shall provide the following services as described in Exhibit A.
2. **Compensation.** The City shall pay the Contractor to provide priority, on-call services for electrical repairs in the amount of a fixed hourly rate of \$85.12 per hour during normal business hours and a fixed hourly rate of \$113.41 per hour outside of normal business hours. The City shall pay the Contractor \$445.00 per day for use of the 40' bucket truck, as needed.
3. **Payment.** The Contractor shall timely provide a written invoice to the City for services actually rendered pursuant to this Agreement. The City shall remit payment to the Contractor within thirty (30) calendar days after receiving the invoice.
4. **Contractor Responsibilities.** The Contractor shall, at its sole cost and expense, be responsible for acquiring, maintaining, and insuring all equipment and materials necessary for the Contractor to perform the services identified in this Agreement. The Contractor shall, at its sole cost and expense, secure and maintain appropriate insurance for general liability and worker's compensation, and provide the City with a copy of the certificates of insurance. The City to be listed as an additional insured on the Contractor's policy or policies of comprehensive general liability insurance in the amount of one million and 00/100 dollars (\$1,000,000.00) per occurrence and provide City with current certificates of insurance evidencing Contractor compliance. All certificates of insurance must be forwarded to the City of Grand Ledge prior to commencement of any work. Required insurance policies shall not be changed or cancelled without ninety (90) days prior written notice to the City of Grand Ledge.
5. **Status.** The parties understand that the Contractor is not and shall not be considered an employee of the City. The parties hereto acknowledge and agree that the City shall not withhold any amounts for federal, state or local income taxes, Medicare taxes, or social security taxes from the fees paid pursuant to this Agreement.
6. **Non-Exclusivity.** The parties agree this Agreement shall be non-exclusive. The City reserves the right to use any other means it may desire or determine for the purpose of providing commercial electrician services. The City also reserves the right to supplement the services of the Contractor as the City may choose. The City makes no guarantees as to the total amount of compensation that the Contractor may earn per this Agreement, and reserves the right to limit the amount of Services the City requests the Contractor to provide under this Agreement. The Contractor reserves the right to provide services to other clients and customers as it sees fit.

7. **Term.** The term of this agreement shall be from March 23, 2020 through February 28, 2021. This Agreement can be renewed for two (2) additional 1-year periods by the mutual written agreement of the parties.
8. **Indemnification.** The Contractor agrees to indemnify and hold the City harmless from any and all liability arising out of this agreement, including but not limited to the payment of any amounts for federal, state and local taxes, and/or social security and Medicare taxes.
9. **Termination.** Either party to this agreement may terminate this contract upon 30 days' written notice to the other party. This right of cancellation shall be exercisable at the sole discretion of the cancelling party and requires no just cause or other reason.
10. **Breach.** In the event of a material breach of the Agreement by either party, it is agreed that the non-defaulting party shall be permitted to recovery, in addition to any other remedy that may be available to it, at law or at equity, all reasonable attorney's fees and costs, and damages incurred as a direct result or consequence of such breach.
11. **Jurisdiction.** Any proceeding claim, or cause of action, at law or equity, arising under this Agreement or as a result of a breach thereof, shall be brought only in the appropriate court for Eaton County, Michigan. This agreement has been executed in the State of Michigan, and therefore shall be construed, interpreted and applied on only according to the laws of the State of Michigan.
12. **Understanding and Binding Effect.** This Agreement represents the entire understanding and agreement between parties, and all prior understandings and agreements are specifically merged in this Agreement. This Agreement shall inure to the benefit of and be binding upon the parties and their respective heirs, personal representatives, members, assigns, and successors.
13. **Notices and Mailings.** All notices and other documents to be served or transmitted shall be in writing and addressed to the respective parties at the addresses stated on Page 1 of this Agreement or such other address or addresses as shall be specified by the parties from time to time, and may be served or transmitted in person or by ordinary or certified mail properly addressed with sufficient postage.
14. **Severability.** If any section or provision of this Agreement is unenforceable for any reason, the unenforceability shall not impair the remainder of this Agreement, which shall remain in full force and effect.
15. **Captions.** The captions in this Agreement are for convenience only and shall not be considered as part of this Agreement or in any way amplifying or modifying its terms and provisions.
16. **Authority.** The respective signatures below expressly acknowledge that this Agreement is made and entered into with the full authority of the City of Grand Ledge City Council, and that the person/s executing this Agreement on behalf of the respective parties have been duly authorized and empowered to make and enter into this Agreement.

IN WITNESS WHEREOF we have executed this Agreement on the date and year first above written.

City of Grand Ledge

  
By: ADAM SMITH  
Its: City Manager

Newkirk Electric Associates

  
By: TED C. ANTON  
City of Grand Ledge – Commercial Electrician Services – 2020

## Exhibit A: Scope of Work

1. Provide all equipment, material, and labor for electrical services and repairs on City buildings and downtown street lighting
  - a. All unique requirements and regulations for each location will be strictly followed by the Contractor and the Contractor's employees
2. At minimum, will provide service and repair to:
  - a. Panel Upgrades and Repair
  - b. Troubleshooting and Testing
  - c. Wiring
  - d. Electrical Installation and Repair
  - e. Downtown Street Lights, Requires a 40' Lift
3. Provide a "priority" service to the City on any call for electrical repairs 24-hours a day, 7 days a week, 365 days a year, including holidays
  - a. Normal calls during normal business hours will be responded to within 60 minutes
  - b. Urgent calls during normal business hours will be responded to within 60 minutes
  - c. Urgent calls outside of normal business hours will be responded to within 60 minutes