

**City of Carson City  
Agenda Report**

**Date Submitted:** February 7, 2014

**Agenda Date Requested:** February 20, 2014

**Time Requested:** Consent

**To:** Mayor and Supervisors

**From:** Purchasing and Contracts

**Subject Title:** Action to accept Public Works recommendation to approve Amendment No. 1 to Contract No. 1213-172 with Custom Sign and Crane, titled "Carson City Community Center LED Sign Project" to increase the contract in an amount not to exceed \$3,500.00 funded from the Redevelopment Professional Services Account as provided for in FY2013/2014. *(Kim Belt)*

**Staff Summary:** On June 20, 2013, The Carson City Board of Supervisors approved the above listed contract in the amount of \$100,716.00. One July 18, 2013, The Carson City Board of Supervisors approved a decrease to the original approved contract by an amount of \$3,500.00, bringing the total contract cost to \$97,216.00. This request to amend the contract in an amount not to exceed \$3,500.00 is for the purchase of a 4 year maintenance agreement on the Community Center LED Sign for a total contract amount of \$100,716.00.

**Type of Action Requested:** (check one)

Resolution                       Ordinance  
 Formal Action/Motion       Other (Specify)

**Does This Action Require A Business Impact Statement:**  Yes  No

**Recommended Board Action:** I move to accept Public Works recommendation to approve Amendment No. 1 to Contract No. 1213-172 with Custom Sign and Crane, titled "Carson City Community Center LED Sign Project" to increase the contract in an amount not to exceed \$3,500.00 funded from the Redevelopment Professional Services Account as provided for in FY2013/2014. *(Kim Belt)*

**Explanation for Recommended Board Action:** Staff recommends amending contract 1213-172 with Custom Sign and Crane, to provide an increase to the contract amount to pay for the 4 year maintenance agreement for the Community Center LED Sign. The 5 year warranty provided by the sign manufacturer only covers parts. This amendment will add four years of field labor to the sign warranty, resulting in a 5 year parts and labor warranty.

**Applicable Statute, Code, Policy, Rule or Regulation:** N.R.S. Chapter 338 Public.

**Fiscal Impact:** Not to exceed an additional \$3,500.00 for a total of \$100,716.00.


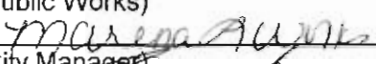
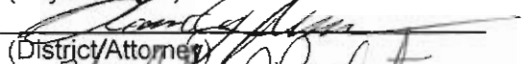

**Explanation of Impact:** If approved the below referenced account could be decreased by \$3,500.00.

**Funding Source:** Redevelopment Professional Services Account– 602-0000-463-03-09 as provided for in FY 2013/2014. There is currently a \$40,527.25 balance available in this account for FY 2013/2014.

**Alternatives:** Provide other direction pursuant to Board Action.

**Supporting Material:** Contract Amendment No. 1, Custom Sign and Crane invoice and maintenance agreement.

**Prepared By:** Kim Belt, Purchasing and Contracts Manager

**Reviewed By:**   
(Public Works)  
  
(City Manager)  
  
(District Attorney)  
  
(Finance Director)

Date: 2-11-14

Date: 2/11/14

Date: 2/11/14

Date: 2/11/14

**Board Action Taken:**

Motion: \_\_\_\_\_ 1) \_\_\_\_\_ Aye/Nay

2) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Vote Recorded By)

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR  
AMENDMENT No. 1  
Contract No. 1213-172**

**THIS AMENDMENT** is made and entered into this 20th day of February, 2014, by and between the City and County of Carson City, a political subdivision of the State of Nevada, hereinafter referred to as the "**CITY**", and **Custom Sign and Crane**, hereinafter referred to as the "**CONTRACTOR**", and is made to amend the existing contract known as **CONTRACT # 1213-172**.

**WITNESSETH:**

**WHEREAS**, the **CITY** and **CONTRACTOR** desire to amend **CONTRACT #1213-172** to provide **CITY** authorization to compensate **CONTRACTOR** for the additional expense for the maintenance contract/warranty; and

**WHEREAS**, said amendment is at the request of both the **CITY** and **CONTRACTOR**, and that significant benefit will be derived by the **CITY** for said amendment.

**NOW, THEREFORE**, in consideration of the aforesaid mutual promises herein, **CITY** and **CONTRACTOR**, by and through their respective authorized representatives hereby agree to:

- 1 Amend Compensation of **CONTRACT # 1213-172** to provide in its entirety as follows:

City agrees to pay **CONTRACTOR** the **CONTRACT SUM** based upon time and materials for a not to exceed amount of One Hundred Thousand, Seven Hundred Sixteen Dollars and No Cents (\$100,716.00), which is an increase to the original contract amount by Three Thousand, Five Hundred Dollars and No Cents (\$3,500.00).

**IT IS ALSO AGREED**, that all unaffected conditions, requirements, and restrictions of the Original Contract document remain in full force and effect for the duration of the Contract term.

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR  
AMENDMENT No. 1  
Contract No. 1213-172**

**ACKNOWLEDGMENT AND EXECUTION:**

In witness whereof, the parties hereto have caused this Amendment to be signed and intend to be legally bound thereby.

**CARSON CITY**


Finance Director  
Attn: Kim Belt, Purchasing and  
Contracts Manager  
201 North Carson Street Suite 3  
Carson City, Nevada 89701  
Telephone: 775-283-7137  
Fax: 775-887-2107  
KBelt@carson.org

**CITY'S LEGAL COUNSEL**

Neil A. Rombardo, District Attorney

I have reviewed this Contract and approve  
as to its legal form.

By:   
KIM BELT

By:   
Deputy District Attorney

DATED 2/11/14

DATED 2/11/14

**CITY'S ORIGINATING DEPARTMENT**

BY: Andrew Burnham, Director  
Carson City Public Works Department  
3505 Butti Way  
Carson City, NV 89701  
Telephone: 775-887-2355  
Fax: 775-887-2164  
ABurnham@carson.org

By:   
ANDREW BURNHAM

DATED 2-11-14



**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR  
AMENDMENT No. 1  
Contract No. 1213-172**

**CONTRACT ACCEPTANCE AND EXECUTION:**

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of February 20, 2014 approved the acceptance of Amendment No. 1 **CONTRACT No. 1213-172**. Further, the Board of Supervisors authorizes the Mayor of Carson City, Nevada to set his hand to this document and record his signature for the execution of this contract in accordance with the action taken.

**CARSON CITY, NEVADA**

\_\_\_\_\_  
ROBERT L CROWELL, MAYOR  
DATED this 20<sup>th</sup> day of February, 2014.

**ATTEST:**

\_\_\_\_\_  
ALAN GLOVER, CLERK-RECORDER  
DATED this 20<sup>th</sup> day of February, 2014.

**Custom Sign & Crane, LLC**

**Invoice**

2222 Mouton Dr.  
Carson City, NV 89706

Date	Invoice #
12/30/2013	12346

Phone: 775-884-1818

Fax: 775-884-4118

<b>Bill To</b>
Carson City Community Center Attn Tom Grundy 851 East Williams St Carson City, NV 89706

P.O. No.	Terms	Due Date	Project
	Net 30	1/29/2014	

Quantity	Description	Rate	Amount
1	4 years of additional field labor electrical maintenance for LED message center at the community Center.	3,500.00	3,500.00
	Sales Tax	7.475%	0.00
PLEASE REMIT PAYMENT TO:  Custom Sign & Crane, llc. 2222 Mouton Dr., Suite A Carson City, NV 89706			
		<b>Total</b>	<b>\$3,500.00</b>

# CUSTOM SIGN & CRANE, LLC.

## MAINTENANCE AGREEMENT

CONTRACT NO.        M 280       

THIS MAINTENANCE AGREEMENT is made this   23   day of   Oct  , 20  ,   13  

Between CUSTOM SIGN & CRANE, LLC. of   2222   Street, City of   Carson City  , State of   Nevada  

Zip   89706   hereinafter called "Company," and   City of Carson City  

Of   201 N Carson St   Street, City of,   Carson City  

State of   NV  , Zip   89701  , hereinafter called "Customer."

A. COMPANY WILL maintain the items listed on the inside pages hereof (hereinafter called the "SIGN"), according to the terms hereof, by furnishing only those maintenance services checked below:

### MAINTENANCE SPECIFICATIONS

- |                          |  |                          |  |
|--------------------------|--|--------------------------|--|
| <input type="checkbox"/> | Repair or replace defective tubes              | <input type="checkbox"/> | Keep tubing "paint-outs" in good repair          |
| <input type="checkbox"/> | Replace broken tube holders                    | <input type="checkbox"/> | Clean or touchup paint each <u>      </u> months |
| <input type="checkbox"/> | Replace defective transformers                 | <input type="checkbox"/> | Repair or replace defective flashers             |
| <input type="checkbox"/> | Replace defective wiring within display        | <input type="checkbox"/> | Replace defective globes and sockets             |
| <input type="checkbox"/> | Replace broken Insulators                      | <input type="checkbox"/> | Replace defective ballast-type lamps & holders   |
| <input type="checkbox"/> | Replace defective electrode bushings           | <input type="checkbox"/> | Replace defective ballasts                       |
| <input type="checkbox"/> | Replace defective fuses or fuse blocks in sign | <input type="checkbox"/> | Keep mechanical moving parts in repair           |

OTHER:

  Field Labor for repairs on LED Message Center  

B. THE TERM of this agreement shall be   48   consecutive calendar months beginning on the first day of   November  , 20  ,   14  .

C. CUSTOMER WILL PAY COMPANY \$   3500   All payments shall be made at the office of Company and shall be payable, except as herein otherwise provided, whether or not the SIGN is used or operated by Customer.

LOCATION (address where SIGN is located):   851 East Williams  

GENERAL DESCRIPTION OF SIGN:

  1ea Double Faced 6"4"t x 13' 10 3/4"w 16mm color message Center  

Addendum applies  Yes  No

NEW AGREEMENT  REWRITE WITH ADDITIONS  RENEWAL - NO ADDITIONS

THIS DOCUMENT, INCLUDING AN ADDENDUM IF APPLICABLE, AND ALL TERMS AND CONDITIONS ON THE BACK HEREOF CONTAINS THE ENTIRE AGREEMENT AND CUSTOMER REPRESENTS THAT HE HAS READ, UNDERSTANDS AND AGREES TO BE BOUND BY THE SAME.

Salesperson   N/A  

Customer       

Accepted for CUSTOM SIGN & CRANE, LLC.

By:       

By:   *Mani Conroy*  

Title:       

Title:   MANAGER  

Contractor License No.   61029  

COMPANY COPY



## MAINTENANCE TERMS AND CONDITIONS

**1. MAINTENANCE:** When the SIGN requires repair covered by this agreement, Customer shall notify Company in writing of such fact and Company shall, if practicable, cause the SIGN to be repaired within three days of the receipt of such notice. If the SIGN is repaired in such period of time, Customer shall not be entitled to reduce payments. In the event the SIGN is not operable, because of fault of Company, for a period longer than three days after Company has received written notice of the SIGN's disrepair, Customer shall receive credit of a pro-rata share of the monthly payment for every hour over and above such period until the SIGN shall again be in proper working condition, but shall be entitled to no other claim for damages. Neither verbal notice to Company nor Company's actual knowledge shall constitute a waiver of Company's right to require and receive written notice.

**2. DESTRUCTION OR DAMAGE:** Company has no obligation to repair damage occasioned by war, riot, strike, insurrection, fire, acts of God, casualty, or the willful or negligent acts of persons other than employees of Company. Any obligation of Company is limited to ordinary maintenance. Customer is responsible for casualty and extraordinary damage.

In the event of destruction of the SIGN, Customer may be released from this agreement upon Customer's payment of all amounts previously billed but unpaid, plus the standard rate charges of Company for all services performed and goods furnished, but not yet billed at the time of destruction. Customer shall in no event be entitled to a rebate of or setoff against payments already made or already due.

**3. DEFAULT:** Customer agrees that in the event it shall be in default in the payment of any money when due, or shall fail to perform any of its other obligations hereunder, or bankruptcy, receivership, assignment for benefit of creditors or other insolvency proceedings are commenced by or against Customer, Company shall have no further duty to repair or maintain the SIGN and in addition thereto Customer shall, without notice, immediately be indebted to and hereby agrees to pay Company forthwith, liquidated damages for its breach hereunder in an amount equal to sixty percent (60%) of the payments including sales tax, payable hereunder for the balance of the term of this agreement. The parties agree that in such event, the sixty percent (60%) payment is and will be fair and reasonable compensation for the damage to Company arising from such breach by Customer.

In the event this agreement is placed by Company in the hands of an attorney after default for enforcement or collection, Customer will pay a reasonable attorney's fee including, without limitation, fees for the successful defense of any counterclaim or cross-claim.

Time is of the essence of this agreement. Acceptance by Company of a late payment shall not be construed as a waiver of Company's right to have each subsequent payment made on time. All overdue payments shall bear interest at the rate of 18 percent annum.

**4. SCOPE OF SALESPERSON'S AUTHORITY:** This agreement contains all of the covenants between the parties which pertain to the SIGN; and no representations made by Company's salespersons shall be binding unless incorporated herein in writing.

This agreement although signed by its salesperson, shall not be binding upon Company for any purpose until accepted by an executive officer of another authorized agent by also signing this agreement.

**5. VENUE AND JURISDICTION:** Venue of any action under this agreement brought in the State of Nevada shall be in Washoe County, Carson City or Douglas County. Any litigation regarding this agreement or maintenance of the SIGN may be brought only in the State of Nevada. It is expressly agreed that any disputes regarding contracts or signs in other states may be litigated only in the State of Nevada.

**6. CUSTOMER'S SPECIAL DUTIES:** Customer will obtain for, does warrant to, and will maintain for Company, full rights, including rights of access, ingress and egress, to maintain the SIGN on the premises where it is installed. Customer will indemnify Company against and hold Company harmless from damage or expense resulting from a breach of its covenants contained in this paragraph.

**7. MISCELLANEOUS:** This agreement is made by Company upon the condition that performance by Company shall be subject to delay by strikes, breakage, fires, unforeseen commercial delays, insurrection, wars, acts of God, and governmental regulations.

Mercury neon lights do not retain a perfect color during extremely cold weather, at such times turning to a different color or dimming. This is inherent in the SIGN and cannot be prevented. Company will not be responsible for radio or TV interference.

All terms and conditions hereof shall be binding upon and inure to the benefit of the successors, assigns and legal representatives of the respective parties.

In no event shall Company be liable for incidental or consequential damages resulting from any breach of this agreement.

This agreement may be amended only in writing, signed by authorized agents of both parties.

COMPANY COPY