

**City of Carson City  
Agenda Report**

**Date Submitted:** July 3, 2013

**Agenda Date Requested:** July 18, 2013

**Time Requested:** Consent

**To:** Mayor and Supervisors

**From:** Purchasing and Contracts

**Subject Title:** For Possible Action: To approve the revision of Contract 1213-172 for Carson City Community Center LED Sign Project in the amount of \$97,216.00 to Custom Sign and Crane, which is a decrease to the original approved contract by an amount of \$3,500.00. This contract is to be funded from the Capital Outlay/CC Reader Board Accounts for FY 2013/2014. *(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. This revision is at the request of Public Works which was necessitated by the contractor's license limit being \$100,000.00.

**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 approve the revision of Contract 1213-172 for Carson City Community Center LED Sign Project in the amount of \$97,216.00 to Custom Sign and Crane, which is a decrease to the original approved contract by an amount of \$3,500.00. This contract is to be funded from the Capital Outlay/CC Reader Board Accounts for FY 2013/2014. *(Kim Belt)*

**Explanation for Recommended Board Action:** Staff recommends the revision to the contract so that Custom Sign and Crane can proceed with the construction of the Community Center LED Sign.

**Applicable Statute, Code, Policy, Rule or Regulation:** NRS 338 Public Works

**Fiscal Impact:** \$97,216.00

**Explanation of Impact:** If approved the Capital Outlay/CC Reader Board Account will be reduced by up to \$97,216.00.

**Funding Source:** Capital Outlay/CC Reader Board Accounts – 603-0000-463-77-85 and 210-0000-451-77-85 as provided for in FY 2013/2014.

**Supporting Material:** Contract 1213-172.

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

Reviewed By:

[Signature]  
(Public Works)

Date: 7-9-13

[Signature]  
(Parks and Recreation)

Date: 7-9-13

Maree Gunkle Bcm  
(City Manager)

Date: 7-9-13

[Signature]  
(District Attorney)

Date: 7/9/13

Nancy Paulson  
(Finance Director)

Date: 7/9/13

**Board Action Taken:**

Motion: _____	1) _____	Aye/Nay
	2) _____	_____
		_____
		_____
		_____

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

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR**  
**Carson City Community Center LED Sign Project**  
**1213-172(revised)**

THIS **CONTRACT** made and entered into this 18<sup>th</sup> day of July, 2013, by and between Carson City, a consolidated municipality, a political subdivision of the State of Nevada, hereinafter referred to as the "**OWNER**", and "Custom Sign and Crane" hereinafter referred to as "**CONTRACTOR**".

**WITNESSETH:**

**WHEREAS**, the Purchasing and Contracts Manager for Carson City, a consolidated municipality is authorized pursuant to Nevada Revised Statutes 338 and Carson City Purchasing Resolution #1990-R71, to approve and accept this Contract as set forth in and by the following provisions; and

**WHEREAS**, it is deemed necessary that the services of **CONTRACTOR** for **CONTRACT No. 1213-172, titled "Carson City Community Center LED Sign Project"** are both necessary and in the best interest of **CITY**; and

**NOW, THEREFORE**, in consideration of the aforesaid premises, the parties mutually agree as follows:

**REQUIRED APPROVAL**

This Contract shall not become effective until and unless approved by the Carson City Regional Transportation Commission.

**CONTRACT TERM AND LIQUIDATED DAMAGES**

**CONTRACTOR** agrees to complete the Work on or before the date specified in the Notice to Proceed or any executed Change Orders to the entire satisfaction of the **OWNER** before final payment is made, unless sooner termination by either party as specified in the General Conditions, section GC 3.18.

Pursuant to the provisions under Time for Completion and Liquidated Damages in the Contract Documents of said Specifications; the **CONTRACTOR** will complete the work within the Contract time. Since **OWNER** and **CONTRACTOR** agree it is difficult to ascertain the actual amount of damages incurred due to delay of the Project, it is agreed that **OWNER** will be paid the liquidated damages as specified in the Contract Special Conditions for each and every calendar day of delay in the completion of the work, in addition to any direct charges incurred by the **OWNER** as a result of delay of the Project, including engineering fees and additional damages due to late construction. The **OWNER** also reserves the right to deduct any amounts due the **OWNER** from any moneys earned by the **CONTRACTOR** under this Contract.

That in the performance of this Contract, an employer shall pay 1 ½ times an employee's regular wage rate whenever an employee who received compensation for employment at a rate less than 1 ½ time the minimum wage who works more than forty (40) hours in any scheduled work week, more than eight (8) hours in a day, unless by mutual agreement the employee works a scheduled ten (10) hours per day for four (4) calendar days with an work week. Employers should refer to NRS 608.018 for further details on overtime requirements.

For P&C Use Only	
CCBL expires	_____
NVCL expires	_____
GL expires	_____
AL expires	_____
WC expires	_____

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**NOTICE**

Unless otherwise specified, termination shall not be effective until seven (7) calendar days after a party has served written notice of default, or without cause upon the other party. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by e-mail with simultaneous regular mail, by telephonic facsimile with simultaneous regular mail, or by certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified below.

Notice to CONTRACTOR shall be addressed to:

Marc Lipkowitz, Owner  
Custom Sign and Crane  
2222 Mouton Dr.  
Carson City, Nevada 89706  
775-884-1818 / FAX 775-884-4118  
Custom.sign@sbcglobal.net

Notice to CITY shall be addressed to:

Carson City Purchasing and Contracts  
Kim Belt, Purchasing and Contracts Manager  
201 North Carson Street, Suite 3  
Carson City, NV 89701  
775-283-7137 / FAX 775-887-2107  
[KBelt@carson.org](mailto:KBelt@carson.org)

**COMPENSATION**

The parties agree that **CONTRACTOR** will provide the Work specified in these Contract Documents for the Contract Amount of "Ninety Seven Thousand Two Hundred Sixteen Dollars and No Cents" (\$97,216.00).

**OWNER** will pay **CONTRACTOR** progress payments and the final payment computed from the actual quantities of work performed and accepted and the materials furnished at the Unit and Lump Sum prices shown on the **CONTRACTOR'S** Bid Proposal and any executed Change Orders.

Contract Amount represents full and adequate compensation for the complete Work, and includes the furnishing of all materials; all labor, equipment, tools, transportation, services, appliances; and all expenses, direct or indirect connected with the proper execution of the work.

**OWNER** does not agree to reimburse **CONTRACTOR** for expenses unless otherwise specified.

**CONTRACT TERMINATION**

**Termination Without Cause:**

Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated upon written notice by mutual consent of both parties or unilaterally by either party without cause.

**CITY** reserves the right to terminate this Contract for convenience whenever it considers termination, in its sole and unfettered discretion, to be in the public interest. In the event that the Contract is terminated in this manner, payment will be made for work actually completed. In no event if termination occurs under this provision shall **CONTRACTOR** be entitled to anticipated profits on items of work not performed as of the effective date of the termination or compensation for any other item, including but not limited to, unabsorbed overhead. **CONTRACTOR** shall assure that all subcontracts which he/she enters related to this Contract likewise contain a termination for convenience clause which precludes the ability of any subcontractor to make claims against **CONTRACTOR** for damages, due to breach of contract, of lost profit on items of work not performed or of unabsorbed overhead, in the event of a convenience termination.

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**Termination for Nonappropriation:**

The continuation of this Contract beyond June 30, 2014 is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the Carson City Board of Supervisors. **CITY** may terminate this Contract, and **CONTRACTOR** waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the funding is not appropriated or is withdrawn, limited, or impaired.

**Cause Termination for Default or Breach:**

A default or breach may be declared with or without termination.

This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:

If **CONTRACTOR** fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or

If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by **CONTRACTOR** to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

If **CONTRACTOR** becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or

If **CITY** materially breaches any material duty under this Contract and any such breach impairs **CONTRACTOR'S** ability to perform; or

If it is found by **CITY** that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by **CONTRACTOR**, or any agent or representative of **CONTRACTOR**, to any officer or employee of **CITY** with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or

If it is found by **CITY** that **CONTRACTOR** has failed to disclose any material conflict of interest relative to the performance of this Contract.

**CITY** may terminate this Contract if **CONTRACTOR**:

Fails to maintain bonding, Nevada State Contractors' Board License, State Industrial Insurance requirements or insurance policies for limits as defined in this Contract;

Persistently or materially refuses or fails to supply properly skilled workers or proper materials;

Fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between **CONTRACTOR** and the subcontractors;

Disregards laws, ordinances, or rules, regulations or order of a public authority having jurisdiction;  
Otherwise makes a material breach of a provision of this Contract; or

**CONTRACTOR** fails to maintain safe working conditions.

When any of the above reasons exist, **CITY** may provide, without prejudice to any other rights or remedies of **CITY** and after giving **CONTRACTOR** and **CONTRACTOR'S** Surety, seven (7) calendar days written notice, terminate employment of **CONTRACTOR** and may, subject to any prior rights of the surety:

Take possession of the site and of all materials, equipment, tools and construction equipment and machinery thereon owned by **CONTRACTOR**;

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Accept assignment of subcontractors pursuant to this Contract (Contingent Assignment of Subcontracts to Carson City if this Contract is terminated); and,

Finish the Work by whatever reasonable method **CITY** may deem expedient.

If **CITY** terminates this Contract for one of the reasons stated in above, **CONTRACTOR** shall not be entitled to receive further payment until the Work is finished.

If the unpaid balance of the Contract Amount exceeds the cost of finishing the Work including expenses made necessary thereby, such excess shall be paid to **CONTRACTOR**. If the costs of finishing the Work exceed the unpaid balance, **CONTRACTOR** shall pay the difference to **CITY**. The amount to be paid to **CONTRACTOR** or **CITY**, as the case may be, shall survive termination of this Contract.

In the event of such termination, all monies due **CONTRACTOR** or retained under the terms of this Contract shall be held by **CITY**; however, such holdings will not release **CONTRACTOR** or its sureties from liability for failure to fulfill this Contract. Any excess cost over and above the Contract Amount incurred by **CITY** arising from the termination of the operations of this Contract and the completion of the Work by **CITY** as provided above shall be paid for by any available funds held by **CITY**. **CONTRACTOR** will be so credited with any surplus remaining after all just claims for such completion have been paid.

If at any time before completion of the Work under this Contract, the Work shall be stopped by an injunction of a court of competent jurisdiction or by order of any competent authority, **CITY** may give notice to **CONTRACTOR** to discontinue the Work and terminate this Contract. **CONTRACTOR** shall discontinue the Work in such manner, sequence, and at such times as **CITY** may direct. **CONTRACTOR** shall have no claim for damages for such discontinuance or termination, nor any claim for anticipated profits on the Work thus dispensed with, nor for any claim for penalty, nor for any other claim such as unabsorbed overhead, except for the work actually performed up to the time of discontinuance, including any extra work ordered by **CITY** to be done.

Time to Correct:

Termination upon a declared default or breach may be exercised only after service of formal written notice as specified above, and the subsequent failure of the defaulting party within five (5) calendar days of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.

**Winding Up Affairs Upon Termination:**

In the event of termination of this Contract for any reason, the parties agree that the provisions of this paragraph survive termination:

The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;

**CONTRACTOR** shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by **CITY**;

**CONTRACTOR** shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by **CITY**;

**CONTRACTOR** shall preserve, protect, and promptly deliver into **CITY** possession all proprietary information in accordance with City Ownership of Proprietary Information.

**SCOPE OF WORK**

The parties agree that the scope of work will be specifically described and hereinafter referred to as the **WORK**. This Contract incorporates the following attachments, a **CONTRACTOR'S** attachment shall not

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contradict or supersede any **OWNER** specifications and/or terms or conditions without written evidence of mutual assent to such change appearing in this Contract.

**CONTRACTOR** agrees that the Contract Documents for RFP No. 1213-172 include, but not limited to, the Request for Proposal submission, and negotiated fee proposal, if any, herein after referred to as Exhibit A, are intended to be complete and complementary and are intended to describe a complete work. These documents are incorporated herein by reference and made a part whereof.

**CONTRACTOR** additionally agrees **CONTRACTOR'S** Bid Bond, Proposal Summary, Executed Contract, Performance Bond, Labor and Material Bond, Insurance Certificates, Permits, Notice of Award, Notice to Proceed and Executed Change Orders, referred to as Exhibit B, are incorporated herein and made a part whereof.

### **DAVIS BACON & RELATED ACTS 29CFR PARTS 1,3,5,6,&7 AND NRS 338.070(5)**

Each covered contractor or subcontractor must provide a weekly statement of the wages paid to each of its employees engaged in covered work. The statement shall be executed by the contractor or subcontractor or by an authorized officer or employee of the contractor or subcontractor who supervises the payment of wages and shall be on the "Statement of Compliance" form on the back of WH-347 "Payroll (For Contractors Optional Use)" or on any form with identical wording. Within seven days after the regular pay date for the pay period the statement shall be delivered to a representative of the federal or state agency in charge.

NRS 338.070(5) " The record maintained pursuant to subsection 4 must be open at all reasonable hours to the inspection of the public body awarding the contract. The contractor engaged on the public work or subcontractor engaged on the public work shall ensure that a copy of the record for each calendar month is received by the public body awarding the contract no later than 15 days after the end of the month."

### **CERTIFIED PAYROLLS FOR DAVIS BACON AND PREVAILING WAGE PROJECTS**

The higher of the Federal or local prevailing wage rates for Carson City, as established by the Nevada Labor Commission and the Davis-Bacon Act, shall be paid for all classifications of labor on this Project. Also, in accordance with NRS 338, the hourly and daily wage rates must be posted at the work site by the Contractor. The Contractor shall ensure that a copy of the Contractor's and Subcontractor's certified payrolls for each calendar week is received by Carson City.

The Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, work classification, straight time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in connection with the Project.

The payroll records shall be certified and shall be submitted weekly to the Construction Manager. Submission of the certified payrolls shall be a condition precedent for processing the monthly progress payment. The General Contractor shall collect the wage reports from the Sub-Contractors and ensure the receipt of a certified copy of each weekly payroll for submission to the City as one complete package.

Pursuant to NRS 338.060 and 338.070, the Contractor hereby agrees to forfeit, as a penalty to the City, not less than Twenty Dollars (\$20) nor more than Fifty Dollars (\$50) for each calendar day or portion thereof that each worker employed on the Contract is paid less than the designated rate for any work done under the Contract, by the Contractor or any subcontractor under him/her, or is not reported to the City as required by NRS 338.070.

### **FAIR EMPLOYMENT PRACTICES**

Pursuant to NRS 338.125, Fair Employment Practices, the following provisions must be included in any contract between **CONTRACTORS** and Public Bodies;

*In connection with the performance of work under this Contract, the CONTRACTOR agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national*

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*origin, sex sexual orientation or age, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including without limitation, apprenticeship.*

**CONTRACTOR** further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

**PREFERENTIAL EMPLOYMENT**

Pursuant to Nevada Revised Statute 338.130, in all cases where persons are employed in the construction of public works, preference must be given, the qualifications of the applicants being equal: (1) First: To persons who have been honorably discharged from the Army, Navy, Air Force, Marine Corps or Coast Guard of the United States, a reserve component thereof or the National Guard; and are citizens of the State of Nevada. (2) Second: To other citizens of the State of Nevada.

In connection with the performance of work under this Contract, **CONTRACTOR** agrees to comply with the provisions of Nevada Revised Statute 338.130 requiring certain preferences to be given to which persons are employed in the construction of a public work. If **CONTRACTOR** fails to comply with the provisions of Nevada Revised Statute 338.130, pursuant to the terms of Nevada Revised Statute 338.130(3), this Contract is void, and any failure or refusal to comply with any of the provisions of this section renders this Contract void.

**ALTERNATIVE DISPUTE RESOLUTION**

Pursuant to Nevada Revised Statute 338.150, public body charged with the drafting of specifications for a public work shall include in the specifications a clause requiring the use of a method of alternative dispute resolution before initiation of a judicial action if a dispute arising between the public body and the **CONTRACTOR** engaged on the public work if the dispute cannot otherwise be settled. Therefore, in the event that a dispute arising between **OWNER** and **CONTRACTOR** cannot otherwise be settled, **OWNER** and **CONTRACTOR** agree that, before judicial may be initiated, **OWNER** and **CONTRACTOR** will submit the dispute to non-binding mediation. **OWNER** shall present **CONTRACTOR** with a list of three potential mediators. **CONTRACTOR** shall select one person to serve as the mediator from the list of potential mediators presented by **OWNER**. The person selected as mediator shall determine the rules governing the mediation.

**LIMITED LIABILITY**

**OWNER** will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the incorporated attachments. Damages for any **OWNER** breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to **CONTRACTOR**, for the fiscal year budget in existence at the time of the breach. **CONTRACTOR'S** tort liability shall not be limited.

**FORCE MAJEURE**

**NEITHER** party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event, the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of this Contract after the intervening cause ceases.

**INDEMNIFICATION**

To the extent permitted by law, including but not limited to, the provisions of NRS Chapter 41, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other party from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorney's fees and costs arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise



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reduce any other right or obligation of the indemnity which would otherwise exist as to any party or person described in this paragraph.

Except as otherwise provided below, the indemnifying party shall not be obligated to provide a legal defense to the indemnifying party, nor reimburse the indemnified party for the same, for any period occurring before the indemnified party provides written notice of the pending claim(s) or cause(s) of action to the indemnifying party, along with:

- 1) a written request for a legal defense for such pending claim(s) or cause(s) of action; and
- 2) a detailed explanation of the basis upon which the indemnified party believed that the claim or cause of action asserted against the indemnified party implicated the culpable conduct of the indemnifying party, its officers, employees, and/or agents.

After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall not be obligated to fund or reimburse any fees or costs provided by any additional counsel for the indemnified party, including counsel through which the indemnified party might voluntarily choose to participate in its defense of the same matter.

After the indemnifying party has begun to provide legal defense for the indemnified party, the indemnifying party shall not be obligated to reimburse the reasonable attorney's fees and costs incurred by the indemnified party during the initial thirty (30) day period of the claim or cause of action, if any, incurred by separate counsel.

## INDEPENDENT CONTRACTOR

An independent contractor is a natural person, firm or corporation who agrees to perform services for a fixed price according to his/her or its own methods and without subjection to the supervision or control of the other contracting party, except as to the results of the work, and not as to the means by which the services are accomplished.

It is mutually agreed that **CONTRACTOR** is associated with **CITY** only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted services pursuant to this Contract. **CONTRACTOR** is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract.

Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for **CITY** whatsoever with respect to the indebtedness, liabilities, and obligations of **CONTRACTOR** or any other party.

**CONTRACTOR** shall indemnify and hold **CITY** harmless from, and defend **CITY** against, any and all losses, damages, claims, costs, penalties, liabilities, expenses arising out of or incurred in any way because of, but not limited to, **CONTRACTOR'S** obligations or legal duties regarding any taxes, fees, assessments, benefits, entitlements, notice of benefits, employee's eligibility to work, to any third party, subcontractor, employee, state, local or federal governmental entity.

Neither **CONTRACTOR** nor its employees, agents, or representatives shall be considered employees, agents, or representatives of **CITY**.

## COMPLIANCE WITH LEGAL OBLIGATIONS

Pursuant to NRS 338.153, a public body shall include in each contract for a public work a clause requiring each Contractor, subcontractor and other person who provide labor, equipment, materials, supplies and services for the public work to comply with the requirements of all applicable state and local laws, including without limitation, any applicable licensing requirements and requirements for the payment of sales and use taxes on equipment, materials and supplies provided for the public work.

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**CONTRACTOR** shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by **CONTRACTOR** to provide the goods or services of this Contract. **CONTRACTOR** will be responsible to pay all government obligations, including, but not limited to, all taxes, assessments, fees, fines, judgments, premiums, permits, and licenses required or imposed by law or a court. Real property and personal property taxes are the responsibility of **CONTRACTOR** in accordance with Nevada Revised Statutes 361.157 and 361.159. **CONTRACTOR** agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. **CITY** may set-off against consideration due any delinquent government obligation.

### WAIVER OF BREACH

Failure to declare a breach or the actual waiver of any particular breach of this Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

### SEVERABILITY

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision does not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

### ASSIGNMENT/DELEGATION

To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by **OWNER**, such offending portion of the assignment shall be void, and shall be a breach of this Contract. **CONTRACTOR** shall neither assign, transfer nor delegate any rights, obligations or duties under this Contract without the prior written approval of **OWNER**.

### CITY OWNERSHIP OF PROPRIETARY INFORMATION

Any files, reports, histories, studies, test, manuals, instruction, photographs, negatives, blue prints, plans, maps, data, system designs, computer programs, computer codes, and computer records (which are intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by **CONTRACTOR** (or its subcontractors) in performance of its obligations under this Contract shall be exclusive property of the City of Carson City, Nevada, and such materials shall be delivered into **OWNER'S** possession by **CONTRACTOR** upon completion, termination, or cancellation of this Contract. **CONTRACTOR** shall not use, willingly allow, or cause to have such materials used for any purpose other than the performance of **CONTRACTOR'S** obligations under this Contract without the prior written consent of **OWNER**. Notwithstanding the foregoing, **OWNER** shall have no proprietary interest in any materials license for use by **OWNER** that are subject to patent, trademark or copyright protection.

**OWNER** shall be permitted to retain copies, including reproducible copies, of **CONTRACTOR'S** drawings, specifications, and other documents for information and reference in connection with this Contract.

**CONTRACTOR'S** drawings, specification and other documents shall not be used by **OWNER** or others without expressed permission of **CONTRACTOR**.

### PUBLIC RECORDS

Pursuant to NRS 239.010, information or documents received from **CONTRACTOR** may be opened to public inspection and copying. **OWNER** will have duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. **CONTRACTOR** may clearly label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 332,061, provided that **CONTRACTOR**

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thereby agrees to indemnify and defend **OWNER** for honoring such a designation. The failure to so label any document that is released by **OWNER** shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

**CONFIDENTIALITY**

**CONTRACTOR** shall keep confidential all information, in whatever form, produced, prepared, observed or received by **CONTRACTOR** to the extent that such information is confidential by law or otherwise required by this Contract.

**FEDERAL FUNDING**

In the event federal funds are used for payment of all or part of this Contract:

**CONTRACTOR** certified, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp.19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

**CONTRACTOR** and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101.36.999, inclusive, and any relevant program-specific regulations.

**CONTRACTOR** and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulation, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap conditions (including AIDS and AIDS-related conditions).

**LOBBYING**

The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:

Any federal, state, county or local agency, legislature, commission, counsel or board;

Any federal, state, county or local legislator, commission member, counsel member, board member, or any other elected official; or

Any officer or employee of any federal, state, county or local agency, legislature, commission, counsel, or board.

**PROPER AUTHORITY**

The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. **CONTRACTOR** acknowledges that this Contract is effective only after approval by the Carson City Board of Supervisors and only for the period of time specified in this Contract. Any services performed by **CONTRACTOR** before this Contract is effective or after it ceases to be effective are performed at the sole risk of **CONTRACTOR**.

**GOVERNING LAW: JURISDICTION**

This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principal of conflict-of-law that would

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR**  
**Carson City Community Center LED Sign Project**  
**1213-172(revised)**

require the application of the law any other jurisdiction. **CONTRACTOR** consents and agrees to the jurisdiction of the courts of the State of Nevada located in Carson City, Nevada for enforcement of this Contract.

**ENTIRE CONTRACT AND MODIFICATION**

This Contract and its integrated attachment(s) constitute the entire contract of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other Contracts that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Carson City Board of Supervisors or the Regional Transportation Commission. The parties agree that each has had their respective counsel review this Contract which shall be construed as if it was jointly drafted.

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR  
Carson City Community Center LED Sign Project  
1213-172(revised)**


**AND ALL SUPPLEMENTAL AGREEMENTS AMENDING OR EXTENDING THE WORK CONTEMPLATED.**

**ACKNOWLEDGMENT AND EXECUTION:**

In witness whereof, the parties hereto have caused this Contract 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](mailto:KBelt@carson.org)

By:   
Kim Belt

Dated 7/9/13

**CITY'S LEGAL COUNSEL**

Neil A. Rombardo, District Attorney

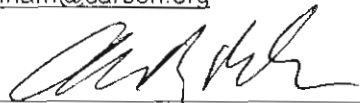
I have reviewed this Contract and approve  
as to its legal form.

By:   
Deputy District Attorney

Dated 7/9/13

**CITY'S ORIGINATING DEPARTMENT**

**BY:** Andrew Burnham, Director  
Carson City Public Works Department  
3505 Butti Way  
Carson City, Nevada 89701  
Telephone: 775-887-2355 Ext. 7367  
Fax: 775-887-2164  
[ABurnham@carson.org](mailto:ABurnham@carson.org)

By: 

Dated 7-9-13



**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR  
Carson City Community Center LED Sign Project  
1213-172(revised)**

**CONTRACT ACCEPTANCE AND EXECUTION:**

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of July 18, 2013 approved the acceptance of the attached contract hereinbefore identified as **CONTRACT No. 1213-172** and titled "**Carson City Community Center LED Sign Project**". 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 18<sup>th</sup> day of July, 2013.

**ATTEST:**

\_\_\_\_\_  
ALAN GLOVER, CLERK-RECORDER

DATED this 18<sup>th</sup> day of July, 2013.

# PERFORMANCE BOND

Doc. No. 2151  
(Rev. 11-17-99)

**KNOW ALL MEN BY THESE PRESENTS**, that I/we \_\_\_\_\_  
\_\_\_\_\_ as Principal, hereinafter called Contractor, and

\_\_\_\_\_ a corporation duly organized under the laws of the State of Nevada, as Surety, hereinafter called the Surety, are held and firmly bound unto Carson City, Nevada a consolidated municipality of the State of Nevada, hereinafter called City, for the sum of \$ \_\_\_\_\_ Dollars (state sum in Words) \_\_\_\_\_

\_\_\_\_\_ for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, Contractor has by written agreement dated July 18, 2013, entered into a contract with the City for **BID # 1213-172** and titled "**Carson City Community Center LED Sign Project**" in accordance with drawings and specifications prepared by Carson City and which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION** is such that, if Contractor shall promptly and faithfully perform said Contract then this obligation shall be null and void; otherwise it shall remain in full force and effect. The Surety hereby waives notice of any alteration or extension of time made by the City and its obligation is not affected by any such alteration or extension provided the same is within the scope of the contract. Whenever Contractor shall be, and is declared by City to be in default under the Contract, the City having performed City's obligations thereunder, the Surety may promptly remedy the default or shall promptly:

- 1) Complete the Contract in accordance with its terms and conditions; or
- 2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by the City and the Surety jointly of the lowest responsive, responsible bidder, arrange for a contract between such bidder and the City, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price", as used in this paragraph, shall mean the total amount payable by City to Contractor under the Contract and any amendments thereto, less the amount properly paid by City to Contractor. No right of action shall accrue on this bond to or for the use of any person or corporation other than the City or successors of the City.





# Custom Sign & Crane, LLC.

EXHIBIT A

NV Contractors License # 61029

June 27, 2013

Carson City

Tom Grundy

**Carson Community Center - 16mm**

Dear Tom,

Please accept our price quote:

**Manufacture and install 1ea 6' t x 14' w double faced pylon sign 20' over all height. Sign includes a 16mm full color Optec LED message center. Price includes removal of existing sign and footing, new footing and concrete, engineering and coordination with NV Energy for setting of meter and power hook up. Custom Sign to restore site to original condition. Price also includes 1ea 20a power outlet per spec's and performance bond costs.**

**Optec unit includes Media Pro software, wireless Ethernet communication.  
Price includes 5 year parts warranty, but not field labor**

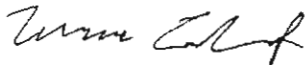
**Price: \$97,216**

*A down payment of \$37,500 is required to order LED sign*

- Notes: 1) This work will be performed as directed by Carson City  
2) This proposal doesn't include special inspections  
3) This proposal doesn't include phone or DSL provider coordination  
4) See spec sheet attached for Optec product call outs  
5) This proposal does not include costs of electrical transformer upgrade if required  
6) Price reflects a \$250 deduct for removal of 50a outlet  
7) Carson City to furnish a windows base computer to down load software on

If you have any questions regarding this proposal, or if we may be of any further service to your firm, please do not hesitate to contact our office.

Thank you,



Marc Lipkowitz  
Manager  
Custom Sign and Crane, LLC

2222 Mouton Dr. Carson City, NV 89706 (775) 884-1818 Fax (775) 884-4118  
email: custom.sign@sbcglobal.net

# REQUEST FOR PROPOSALS

## THIS IS NOT AN ORDER

**ADVERTISED RFP 1213-172 – Community Center LED Sign Project**

RELEASE DATE: May 3, 2013

Carson City, a Consolidated Municipality, plans to purchase a programmable digital sign to replace the traditional sign that is in front of the City's Community Center. There will be multiple contributors of content to the sign, and the City needs a solution that allows for people in other areas to remotely update the sign content, both directly and by submitting content to an administrator. The City is requesting proposals for a turn-key digital signage solution with installation.

**PROPOSALS** shall be submitted to the **CARSON CITY FINANCE DEPARTMENT – PURCHASING AND CONTRACTS**, 201 N. Carson Street, Suite 3, Carson City, Nevada 89701, by no later than 2:00 p.m. on May 21, 2013.

**RECOMMENDATION FOR AWARD** will be made by the Public Works Department, Planning Division based on the evaluation results of the City Review and Selection Committee. Once the committee has made a recommendation and a contract is negotiated, the results will be posted on the City's website [www.carson-city.nv.us/Index.aspx?page=998](http://www.carson-city.nv.us/Index.aspx?page=998) and all respondents will be notified by fax of the Recommendation for Award to the successful respondent.

**FINAL SELECTION** will be made by the Public Works Department. Should it become necessary to reschedule the date set for award, notice will be provided to those finalists selected. In all instances, a decision rendered by Carson City shall be deemed final.

### 1 INTRODUCTION (General Information)

- 1.1 Carson City invites qualified firms to submit proposals for the purchase of a programmable digital sign to replace the traditional sign that is in front of the City's Community Center. Proposals shall be submitted in accordance with the Documents and Requirements as set forth in the formal "Request for Proposals." The Contract that will result from this "Request For Proposals" will include what is indicated in Section 4 of this RFP.
- 1.2 A City Review and Selection Committee will evaluate the proposals submitted.
- 1.3 During evaluation, the City Review and Selection Committee reserves the right, where it may serve the City's best interest, to request additional information or clarification from the Consulting Firm, or to allow corrections of errors or omissions. Oral interviews may be conducted by the City Review and Selection Committee for the Consultants who submit a Proposal and were short listed.
- 1.4 Submission of a proposal indicates acceptance by the Consulting Firm of the conditions contained in this Request for Proposals, unless clearly and specifically

**PROVISIONS AND REQUIREMENTS**

noted in the proposal submitted and confirmed in the resultant contract between Carson City and the Firm selected.

- 1.5 The use of the term "firm" refers to Consultant Firms with certified personnel, doing business in the United States and duly registered in the State of Nevada with business license paid to the City and County of Carson City after selection of the firm. With this type of project, the City may accept one or more firms teaming up for joint venture with a Nevada-based firm to prepare the required services, but the City will recognize such a consortium as a single entity only with one juridical personality.
- 1.6 There is no expressed or implied intent or obligation for Carson City to reimburse responding firms for any expenses incurred in preparing proposals, as well as, travel expenses during interviews in response to this Request for Proposals.
- 1.7 Carson City shall reserve the right to terminate any agreement resultant from this solicitation and subsequent action for cause but not limited to inadequacy of performance.

**2 CARSON CITY CONTACT PERSON:**

- 2.1 Until the receipt and opening of proposals, the proposers' principal contact with Carson City will be as listed below. All questions are to be submitted in writing and potential Proposers will receive copies of all questions and answers except for the questions that are considered proprietary. Questions will only be received through 12:00 p.m. on May 14, 2013.

Kim Belt  
Purchasing and Contracts Manager  
Carson Finance Department – Purchasing and Contracts  
201 N. Carson Street, Suite 3  
Carson City, NV 89701  
775-283-7137  
e-mail: [KBelt@carson.org](mailto:KBelt@carson.org)  
FAX: 775-887-2107

- 2.2 All contacts regarding the proposal should be with the above-named individual only. Proposers contacting other City staff or City officials may be disqualified for doing so.

**3 BACKGROUND INFORMATION:**

- 3.1 Introduction: 1. Carson City, a Consolidated Municipality, plans to purchase a programmable digital sign to replace the traditional sign that is in front of the City's Community Center. There will be multiple contributors of content to the sign, and the City needs a solution that allows people in other areas to remotely update the sign content, both directly and by submitting content to an administrator. The City is requesting proposals for a turn-key digital signage solution with installation.

**PROVISIONS AND REQUIREMENTS****4 SCOPE OF WORK:**

1. Removal of existing sign, including:
  - a) Removal and disposal of existing lighted canister, structure and all construction debris, including existing footings and soil. Landfill slips will be provided so that the successful contractor may dispose of materials from the project at the landfill with no tipping fees.
2. Complete design of new sign, including engineering of footings, supports, all electrical systems, coordination with NV Energy for the new power service and all other components related to the sign.
3. Sign design and construction incorporate the attached site plan and detail.
4. Acquisition of Carson City Sign Permit for sign, including all necessary inspections. The sign permit will be issued as a "No Fee permit", with no permit fees charged to the contractor. (The required Special Use Permit will be provided by Carson City.)
5. Sign manufacture a complete and turnkey installation to full operation of a **double-faced exterior LED message board sign at the existing sign site, to include:**
  - a) New structure and footing
  - b) Programmable full color LED panels of approximate active size of 14 feet wide x 6 feet tall, **with either 16mm or 20mm pixel spacing as noted herein.**
  - c) Internally illuminated sign beneath LED panels, displaying at least 11" tall letters displaying "COMMUNITY CENTER". Font to be selected by Carson City from examples provided by contractor.
  - d) Support structure to have textured wrap per Carson City Planning Dept. standards. Color and style to be selected by Carson City from examples provided by contractor.
  - e) Finish colors for non-sign surface to match or complement existing Community Center colors. Color to be selected by Carson City from examples provided by contractor.
  - f) Displays must be UL or ETL listed. Cabinet color shall be black. Louvers or other devices shall provide shading from the sun, increasing contrast ratio and producing maximum color contrast.
  - g) 10" non-illuminated address numbers mounted to each side of exterior structure. Font to be selected by Carson City from examples provided by contractor.
  - h) Two wired outlet boxes on the south end of the sign base cover Specifications of outlets are as follows:
    - One 20 amp 125v 2 Pole, 3 wire GFCI Duplex receptacle and related appurtenances. Receptacle shall be Leviton SmartlockPro or approved equal. Receptacle cover shall be Intermatic WP1010C Metal receptacle cover or approved equal.
    - One 50 Amp, 125/250 VAC, 3 Pole, 4 Wire California Style Female Locking Receptacle and related appurtenances. Receptacle shall be Cooper CS6369-N or approved equal. Receptacle Cover shall be Cooper 7770 receptacle cover for 50 amp outlet or approved equal
  - i) Sign height approximately 19 ft. from finished grade; maximum 20 ft. from finished grade.
6. New sign to be installed and operational within 10 working days of removal of existing sign, subject to \$250 per day liquidated damages per the General Conditions of Carson City's contract documents.

## PROVISIONS AND REQUIREMENTS

7. Restoration of site to a condition equal to or better than the condition prior to the start of the project.
8. Through coordination with the Construction Manager, sign contractor shall take all necessary steps to minimize damage to existing lawn.
9. All work shall be in accordance with Carson City's contract documents including the General Conditions. Contractor shall provide evidence of insurance in accordance with the City's contract requirements.

**Operating system** with the following components, or alternative components that accomplish the objectives. Software must operate on Windows XP/Vista/7 platform, or be browser or appliance-based.

1. 1 host base operating computer with sign operating program and wireless connectivity to the sign for location in an appropriate office at the Community Center. Base operating computer accessible via internet, with wireless communication to the LED sign.
2. Provide pricing for additional copies of operating programs for installation on existing computers, capable of real-time access and programming of the host computer via internet access.
3. System and software upgrades at no charge for minimum of 5 years.
4. Operations Training: standard on-line or other operations training for minimum of 5 people, with hard-copy operating manuals.

### **Warranties:**

1. Initial warranty of all provided services and products. Minimum warranty of all items shall be one year.
2. Minimum 5-year limited warranty of LED panels and operating system.
3. Post-installation Service/Maintenance Agreement: outline and provide pricing for a minimum 1-year and maximum 3-year renewable agreement.
4. Detail and provide pricing for any additional warranties as available.

## **4 RFP REQUIREMENTS:**

### 4.1 Submission of RFP Proposals:

- 4.1.1 Submit a well-considered and thorough written plan for the construction, installation and maintenance of an Electronic Message Center as outlined in this RFP. The sign and electronic message center components must meet the listed specifications or explain deviations. Pricing must be listed on the proposal No sales tax should be included in the proposal.
- 4.1.2 Proposals should include pricing for both **20mm and 16mm pixel LED matrix spacing (or comparative spacing)**.
- 4.1.3 Comment on all of the Evaluation Factors for Award listed herein.
- 4.1.4 A master copy (so marked) of the Proposal and four (4) copies to include a title page showing the RFP subject; the firm's name, address, telephone number and fax number of a contact person. The Proposal must be received on or before the date and time set for receipt of proposals.

Proposals shall be clear, straightforward, and not exceed 30 pages in length not including company brochures. Company brochures are provided as attachments to the 30 pages referenced above.

## PROVISIONS AND REQUIREMENTS

### 5 EVALUATION OF PROPOSALS/PROPOSAL REQUIRED INFORMATION:

- 5.1 Proposals submitted will be evaluated by the City Review and Selection Committee.
- 5.2 The Committee may call for **oral interviews**. The City reserves the right to retain all proposals submitted and use any idea in a proposal regardless of whether or not said proposal is selected.

5.3 **The evaluation factors in the selection process:**

The factors listed in this section will weigh heavily into the City's decision making process on this project. These evaluation requirements are considered to be minimum requirements. More points may be awarded for exceeding the minimum requirements.

**Operational cost projections, including warranties and post-install support**

Discuss your company's capability to provide trained support and service staff and the response time for both telephone and/or on-line support and on-site support and service. Discuss your firm's ongoing maintenance programs as they relate to electronic message centers. Also answer the following questions:

1. The City projects a life-span of 20 years for this investment. What is the projected life-span of your product?
2. What are your recommendations to the City in order to ensure such a life span?
3. What kind of costs should the City anticipate over the 20-year life span?
4. Do you suggest spare parts be kept on hand? What kind, and approximately how much would they cost?
5. What is the cost for any support beyond the initial warranty and initial service period? In other words, what are the costs for support that the City would incur that are not covered by the initial contract?

**Contractor's successful experiences with comparable LED sign projects**

Previous recent experience with this type of project is very important. Provide references from at least three local entertainment, conference or publicly funded venues in Northern Nevada, preferably where your company has installed similar electronic units within the past five years. Please list the project name, construction manager or owner contact name, phone number and/or email address, as well as a description of the project, and a project valuation.

1. Is there a sign in operation that is identical to the one you are proposing that would be practical for a City staff member to go see?
2. Will there be more than one company involved in this project? In other words, will the installing company also be the manufacturer(s) of the sign components? Describe any such partnerships.

**Quality and features of LED message panels and sign**

1. Describe how you will assure that only high quality commercial work will be provided.

## PROVISIONS AND REQUIREMENTS

2. Bidder shall provide LED RGB message centers with displays shall be constructed of red, green, and blue diodes in a 3-in-one surface mount diode and arrayed into a matrix display. Explain if your product is different.
3. Describe how sign is accessed for service.
4. Describe your system specifications for the following areas for both pixel pitches requested:
  - a) Minimum Physical Pixel Pitch: \_\_\_\_\_
  - b) Minimum Diode Density: \_\_\_\_\_
  - c) Minimum Frame Rate: \_\_\_\_\_
  - d) Minimum Image Processing: \_\_\_\_\_
  - e) Minimum Color Processing: \_\_\_\_\_
  - f) Minimum Intensity: \_\_\_\_\_
  - g) Minimum Dimming levels: \_\_\_\_\_
  - h) Minimum Horizontal Viewing angle: \_\_\_\_\_
  - i) Minimum Vertical Viewing angle: \_\_\_\_\_
  - j) Minimum colors: \_\_\_\_\_
  - k) Power usage of each display: \_\_\_\_\_
  - l) Minimum and maximum sign luminance in foot-candles: \_\_\_\_\_ & \_\_\_\_\_
  - m) Ability of the sign to adjust brightness relative to ambient lighting conditions.
5. Describe sign programming features such as content management, hold time variations, transitions and timing.
6. Describe How long has this sign and equipment been in production, and how long is the anticipated lifecycle.

### Sign design

Provide a depiction of what the finished sign might look like. The sign should complement the Community Center architecture without excessive embellishments.

### Overall project cost

Pricing proposed in this section will be evaluated based on lowest cost to the city for the items listed in this RFP. Please explain pricing for a sign or sign elements that differ from listed specifications. Note that the city is requesting pricing for 2 pixel pitches, one approximately 16mm and the other approximately 20 mm. Please provide pricing and details for the two pixel pitches requested.

### Operating system

Please describe the useability and effectiveness of the operating system, including addressing the following items:

1. Describe the tools needed to create and manage sign content. Will these tools be available to all content contributors?



## PROVISIONS AND REQUIREMENTS

2. What kind of content can the sign management program accept? What kind of video files, streamed video, images, and ticker-content will the system and sign support? Provide a list of specific file formats supported.
  3. Can different signage software that which you are proposing be used to manage the display?
  4. Is the software that you are proposing appropriate for use by non-technical staff?
  5. Does the sign management program display in "what-you-see-is-what-you-get" mode?
  6. What kind of training and technical support would be appropriate for the solution you are proposing? If needed, how will the City get training and support after year 1? What will the cost be?
  7. Is the software you are proposing considered multiple user? Does the system support multiple user IDs and one or more administrator accounts?
  8. Describe how remote users will access the system.
  9. Does your system provide for an administrator who can approve, disapprove, or override submissions by others?
  10. The City has a requirement for 3 or 4 executives (E.g., Sheriff, Fire Chief) to be able to override all other content in case of an emergency. How will your proposed solution address that?
  11. Does your system keep a log of changes, who made them, when they were made, and what the change was?
  12. Describe the capabilities of your proposed system to schedule the rotation of the content. Can the user or administrator control the duration? How can an administrator override content?
  13. Is the system you are proposing scalable? Can it support multiple LED signs, should the city acquire more of them?
  14. Are there minimum specifications that are required for the Internet connection to the system? What is required to connect the control system to the sign?
  15. What is the typical amount of down time, scheduled and unscheduled, that the City can expect from the operating system?
- 5.4 Proposers shall send their completed Proposals to the following person at the address indicated. Further, they should indicate the RFP number and Firm Name on the outside of the sealed Proposal Package to:

Kim Belt, Purchasing and Contracts Manager  
 Carson City Finance Department – Purchasing and Contracts  
 201 N. Carson Street, Suite 3  
 Carson City, Nevada 89701

### 6 RIGHT TO REJECT PROPOSALS:

- 6.1 Submission of proposal indicates acceptance by the Consulting Firm of the conditions contained in this RFP unless clearly and specifically noted in the proposal submitted and confirmed in the subsequent contract between Carson City and the Consulting Firm selected.

**PROVISIONS AND REQUIREMENTS**

6.2 Carson City reserves the right to reject any or all proposals and to award to the proposer the City deems most qualified and whose award of the contract will accrue to the best interests of the City.

6.3 Late proposals will not be accepted. Prospective proposers are held responsible that their proposals arrive at the Carson City Finance Department - Purchasing and Contracts on or before the designated time and date.

**7 WITHDRAWAL OF PROPOSALS:**

7.1 Requests to withdraw proposals received after the date and time set for opening and acknowledging proposals will not be considered.

**8 CONTRACT TERMINATION:**

8.1 Carson City reserves the right to terminate the contract if the Consultant does not perform as required by the terms of the contract. Reasons for termination may include, but are not limited, to the following:

8.1.1 Failure to provide sufficient personnel as identified in the RFP.

8.1.2 Failure to provide the principal Team as submitted.

8.1.3 Substitution of the Team or other identified personnel without prior approval of Carson City.

**9 OBJECTION BY UNSUCCESSFUL PROPOSER:**

9.1 Any unsuccessful Proposer may file an objection to the City regarding the selection of the City Review and Selection Committee by following the procedure outlined in Paragraph 11.2 below. Information on the results of the Committee's evaluation may be obtained upon request and will be emailed to each respondent.

9.2 Any objection shall be written and submitted to the Finance Department – Purchasing and Contracts before the recommendation shall be scheduled to be heard by the Board of Supervisors. The objection will be placed on the next available Board of Supervisors meeting agenda.

**10 ATTACHMENTS:**

10.1 Sample Contract

**\*\*\* END OF DOCUMENT \*\*\***

# Custom Sign & Crane, LLC.

EXHIBIT A

NV Contractors License # 61029

May 15, 2013

**Carson Community Center New Sign - Bid Package RFP 1213-172**

**Custom Sign and Crane, LLC  
2222 Mouton Dr  
Carson City, NV 89706**

**Phone: 775-884-1818**

**Fax: 775-884-4118**

**Operating system:**

- 1) No host computer is needed Optec operating system can be down loaded to any PC that has a windows based system running XP or Windows 7. We have included a PC price if you think you need one.
- 2) Programming software is included in the price of the unit and can be downloaded on as many PC's as desired.
- 3) There is no charge for operating systems upgrade for 5 years.
- 4) Optec provides free weekly web based operator training on how to send messages to the sign and operation. As many people as you wish can attend these free webinars as many times as they wish.

**Warranties:**

The purchase price includes a standard 5 year parts and shop labor and one year field labor warranty. You can upgrade the field labor to a full 5 years or purchase a 60 month maintenance contract that covers the entire unit for that period of time. A copy of this contract and price for the additional field coverage is included with the pricing portion of this proposal. A copy of the warranty is included.

**Operational cost projections:**

- 1) The life span of the unit is 100,000 hours to reach 50% brightness of initial level.
- 2) The life span can be increased by minimizing the use of a full white background, quarterly or semi annually filter cleaning and inspection to assure good airflow and bi annual cleaning of LED's with water.
- 3) Costs involved with a 20 year life span would be a maintenance contract or time and material costs after the 5 year warranty period has expired.
- 4) Optec ships parts the same day ground and Custom Sign's 24 hours on call service should be adequate but, having a spare power supply, logic/scan board, controller and controller power supply can reduce down time, though not recommended.
- 5) None, Optec over the phone support and Custom Sign 24 hour on call is included and free depending on which warranty you choose.

**Contractor's experience with like signs:**

- 1) A list of Custom Sign's LED customers is included with this proposal. Casino Fandango has a 16mm unit, along with Lawlor Events center and so does Attorney Jon Yapple and the City of Fallon. Gold Ranch Dayton has a 20mm unit. We have included pictures of other like Optec signs including the re play board at the Los Angeles Coliseum. Custom Sign carries 3 different lines of LED units and services 7 different types of units. We have chosen Optec to partner with on this project because of the cost effectiveness and trouble free track record. We try to match the correct supplier with the correct use. Al Burnhardt of Al's Excavating a Carson City local excavating contractor is our strategic partner for the removal and site restoration work. Rob Lauder a local Carson City Civil Engineer will do the

structural design and calculations and Sierra Art and Design, a Carson City graphic design firm will complete the artwork and sign design

**Quality and features of the LED sign:**

- 1) As the owner of Custom Sign and crane, LLC I have 29 years in the sign industry. I personally built the Reno Arch as a journeyman for YESCO in 1986 as well as the signs that are still running like new at The El Dorado, Circus Circus, Harrah's Reno and Tahoe and many, many other signs in Northern Nevada and California as a journeyman, operations manager, branch manager and Assistant Division Manager at YESCO over a 19 year career. Custom Sign's client list includes but is not limited to Circus Circus, Atlantis, Peppermill, Gold Dust West, Harrah's Reno and Lake Tahoe, Harvey's, Mont Bleu, Casino Fandango, Carson City Nugget, Gold Ranch Dayton, Sands, Gold Ranch Verdi, Cactus Jacks, Carson Horseshoe, Carson Mall, Meadowood Mall, The Hone Company, Siena, Grand Sierra Resort and many others.
- 2) For an outdoor 16mm and 20mm sign Optec uses one red, one green and one blue discrete LED per pixel. Surface mount can be done, but surface mount can not provide the brightness needed for outdoor viewing
- 3) The sign is front serviced with hidden allen screws in the removeable LED tiles.
- 4) A) Pitch 16mm or 20mm  
B) Resolution 20mm Spec's, matrix 88 pixels high x 208 pixels wide  
16mm Spec's, matrix 112 pixels high x 256 pixels wide  
C) Diode density 16mm 11,719 LEDs per square meter. 20mm 7500 LEDs per square meter  
D) Frame Rate 30 – 60  
E) N/A  
F) Color Processing 16 bits – 20 bits  
G) Intensity 65536 levels to 1048576 levels  
H) Dimming levels 100  
I) Horizontal viewing angle 140 degrees  
J) Vertical viewing angle 70 degrees  
K) Colors 281 trillion to 1.5 quintillion  
L) Operating amps, 16mm 32.84 amps, 20mm 29.95 amps  
M) Maximum Luminance, 16mm, 10,000 NTS, 20mm 10,000 NTS  
N) Brightness adjustment is automatic with light sensor and programmable dimming schedule in the software package.
- 5) The software can schedule, manage content, has hold time variations, transitions and timing.
- 6) These models has been in production for over ten years and are expected to last 100,000 hrs to reach 50% original brightness

**Operating System:**

- 1) All Operators will need to download Media Editor Pro Option for editing and scheduling
- 2) The sign management system can accept AVI, MPG, JPEG, BMP, RSS (Html), SWF, GIF, PNG

- 3) Different Signage software can be used as long as the signage software can support DVI output with regional/ zone layer that will fit the resolution of the LED display.
- 4) Non technical staff can use any of the software we are proposing
- 5) Our signs management system does display "What you see is what you get"
- 6) Media Pro software has no additional cost and has free web training sessions and 5 year support and upgrades
  - a. Optec's DNET has additional costs of a shared server- \$900 which includes 3 content manager licenses . Player license is \$60 per month and a onetime fee of \$1450. Database hosting is \$120 annual fee.
  - b. 4 winds digital signage content manager (3rd party solution) option has fees as follows, shared server charge of \$900 includes 3 content manager licenses, Player license \$60 per month, Database hosting \$120 annual cost.
- 7) The software is multi user as follows
  - a. Media Pro Editor- Single user to control multiple displays
  - b. Optec's DNET Multiple user with different ID's and admin account. Content server hosted by Optec
  - c. 4 Winds multiple user with different user ID and admin account server can be hosted by you for an additional cost or by Optec for a more cost effect solution.
- 8) Users will access the system as follows
  - a. Media pro send the approved content and schedule to the display (IP). You can only UltraVNC into display controller and transfer schedule content to the display
  - b. Optec's DNET is a web browser
  - c. 4Winds is a web browser
- 9) DNET and 4 Winds provide for a administrator, Media editor does not
- 10) Individuals can override the system
  - a. Media Pro has a Hot key button and can have custom content
  - b. DNET or 4 Winds you would log on to override
- 11) DNET and 4 Winds has a log of changes Media editor does not
- 12) All three software systems can control duration and rotation
- 13) DNET and 4 Winds are scalable and can support multiple signs Media pro one PC can control and send schedule to multiple LED signs
- 14) Any ethernet connection can work. Speed of uploading is dependent on band width
- 15) There is no down time the display will run the existing message while the new message is created and uploaded.

**Construction plan:**

Engineering for the sign structure is a 7 day lead time. After engineering and sign design drawings are completed and approved Custom Sign will submit for a Carson City sign permit.

After a permit is issued by the City the LED unit will be ordered and takes 8 to 10 weeks to manufacture, test and ship to Custom Sign's shop in Carson City. Custom Sign will coordinate any new power requirements with NV Energy.

During that 8 to 10 week period, Custom Sign will manufacture the other sign components and order the structural steel. Custom Sign will mark out the excavation site and alert Diggs to mark any existing utilities. Custom Sign will alert the City Staff as to the available webinar schedule for staff training on software.

8 days before delivery of the LED sign, Custom Sign will remove the existing sign. This will take one day

7 days before delivery of the LED unit AI's Excavating will remove the existing footing and prepare the new footing excavation. This will take between 2 and 3 days

4 days before the delivery of the LED unit Custom Sign will install the new sign structure and any electrical components. Including any work by NV Energy. This will take three days.

1 day before the Delivery of the LED unit Custom Sign will install the new sign that will be ready to accept the new LED unit and hook up any and all components and electrical connections including NV Energy. This will take 1 day.

Upon arrival of the LED unit Custom Sign will install the new LED unit and power it up. This will take two days. During this time, AI's Excavating will complete the site restoration.

All plans are just that, a plan. Anytime a project includes excavation, there are unknown factors. Although we will do the best we can to make the down time as short as possible, we can't be responsible for soil conditions, water, underground obstructions or acts of god.

# Custom Sign & Crane, LLC.

EXHIBIT A

NV Contractors License # 61029

May 12, 2013

## Custom Sign LED Message Center Customers

Casino Fandango	16mm	Color
Carson City Nugget	23mm	Color
Carson Lanes	16mm	Color
Carson Station	34mm	Amber
Ormsby House	34mm	Red
Capital Chrstian	34mm	Red
Southgate Center	34mm	Amber
Appliance Outlet	46mm	Red
Carson City Harley Davidson	34mm	Amber
Horseshoe Club	34mm	Red
Comstock RV	34mm	Red
Dayton Terrible's	20mm	Color
Dayton Nursery	34mm	Color
Comstaock Storage	34mm	Red
Nevada Nugget	34mm	Red
Sparks Carwash	34mm	Red
Terrible's Gold Ranch	34mm	Amber
Ben's Liquor's Keystone	34mm	Red
Ben's Liquor's Sullivan	34mm	Red
CVS Northtowne	34mm	Red
Topaz lodge	34mm	Red
Harrah's Tahoe	34mm	Red
Harvey's Tahoe	34mm	Red
Lakeside Inn	34mm	Red
Christensen Automotive	20mm	Color
Jon Yaple Attorney	16mm	Color
Advanced Pet Care	34mm	Red
City of Fallon	16mm	Color

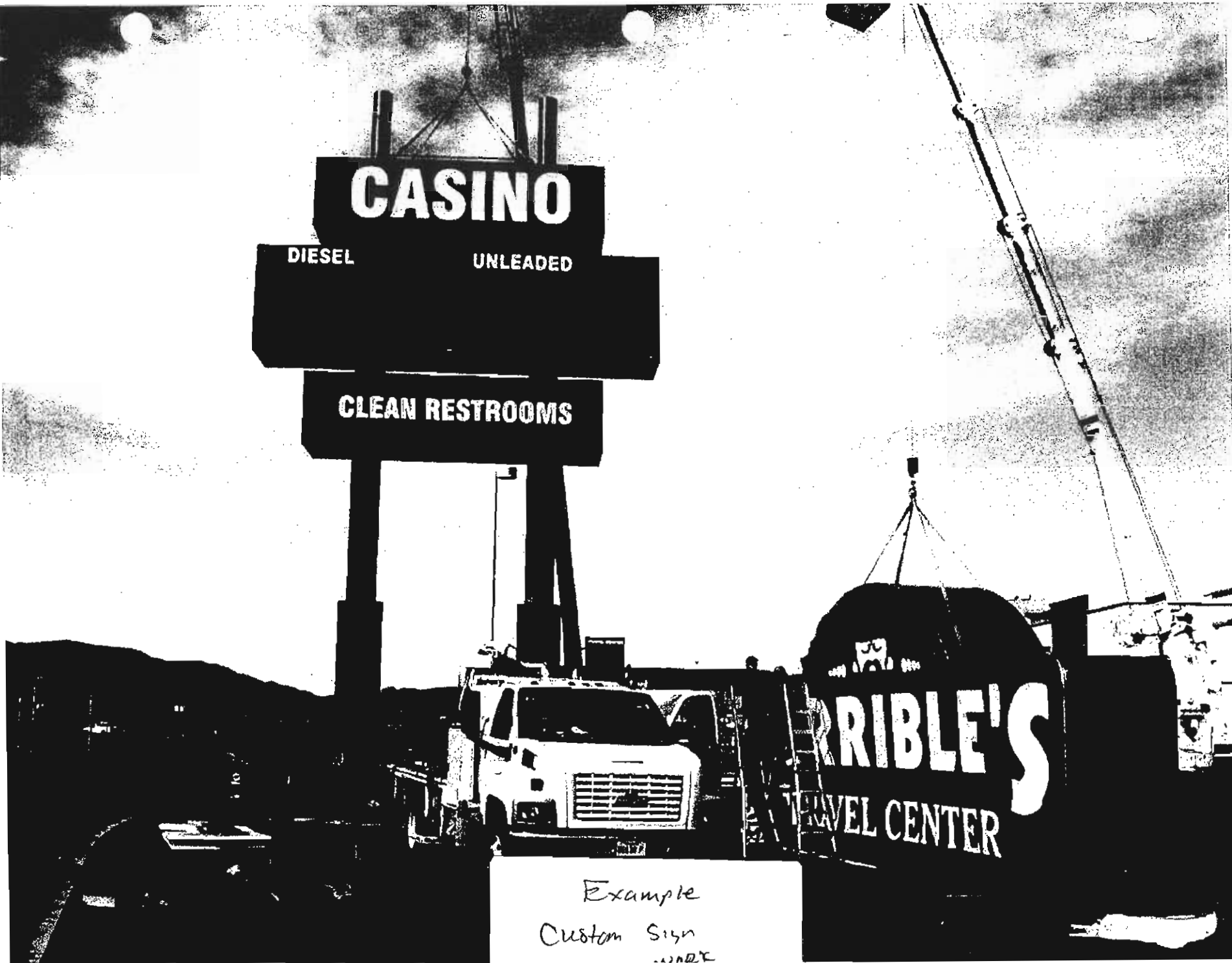




**Renown**  
SOUTH MEADOWS  
MEDICAL CENTER

33  
EXAMPLE  
CUSTOM SIGN  
WORK

EXHIBIT A



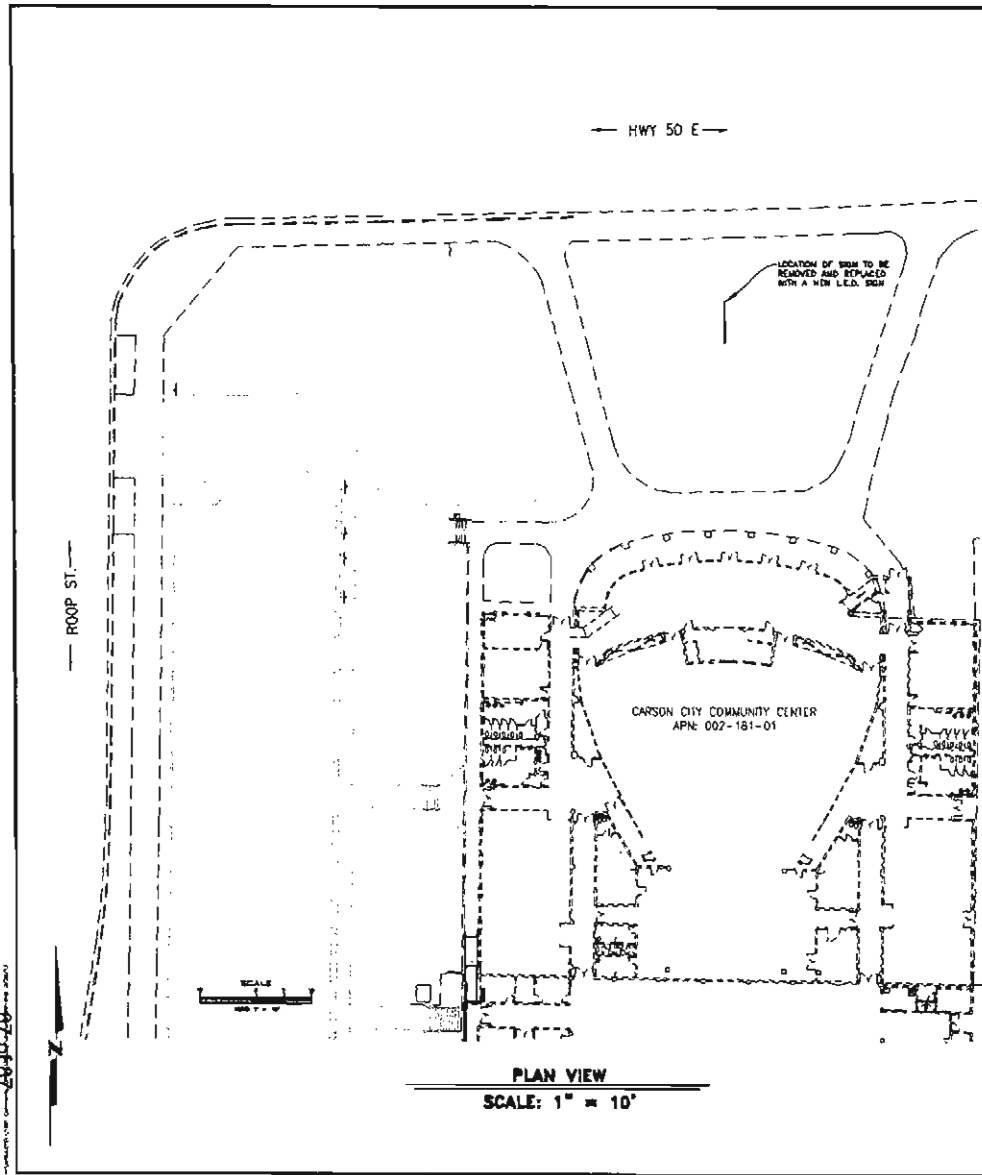
Example  
Custom Sign  
INDEX

EXHIBIT A

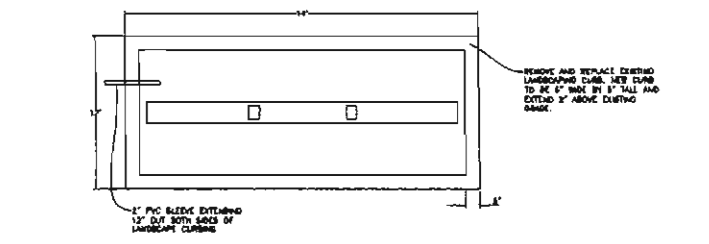


Example  
Custom Sign  
WORK

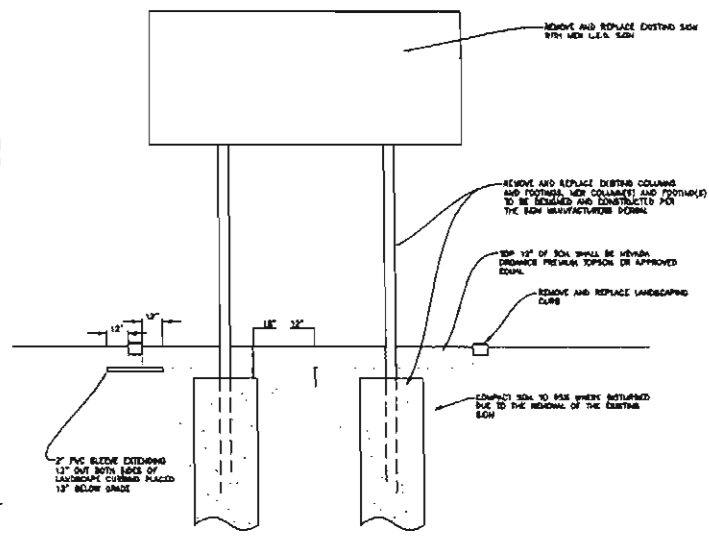
DATE REVISIONS



**PLAN VIEW**  
SCALE: 1" = 10'



**TOP VIEW OF SIGN AND CURBING**  
NTS



**ELEVATION OF SIGN AND CURBING**  
NTS

DESIGNED BY: SP	DATE: 04
DRAWN BY: DA	CHECKED BY: JS, SR
DATE NO.: 07/18/10	SCALE: 1/4" = 1'-0"
PROJECT NO.: 12-10	SCALE: 1/4" = 1'-0"
PROJECT NAME: 12-10	SCALE: 1/4" = 1'-0"
DATE: 08/20/13	SCALE: 1/4" = 1'-0"

**CARSON CITY PARKS AND RECREATION**

3300 NORTH HWY CARSON CITY, NEVADA 89701  
PH: 702-253-2272

REV	DATE	DISTRIBUTION	BY	APP'D

**COMMUNITY CENTER LED SIGN PROJECT PH. 12.10.1**

**E. WILLIAM STREET**

**EXHIBIT A**

SHEET 19 OF 32



Scope of work: Manufacture and install new D/F 16 or 20 mm color LED message center, with black cabinet and white lower cabinet with black background and white show thru copy. Sheet metal pole cover painted white.

This original design is the property of Custom Sign & Crane Company and may not be altered or reproduced or exhibited in any form to anyone other than the recipient or the recipient's employees without written permission. In the event the recipient decides not to purchase the product depicted, this artwork and all copies must be returned to Custom Sign and Crane Company. Colors shown may not represent actual colors.

**CARSON COMMUNITY CENTER**

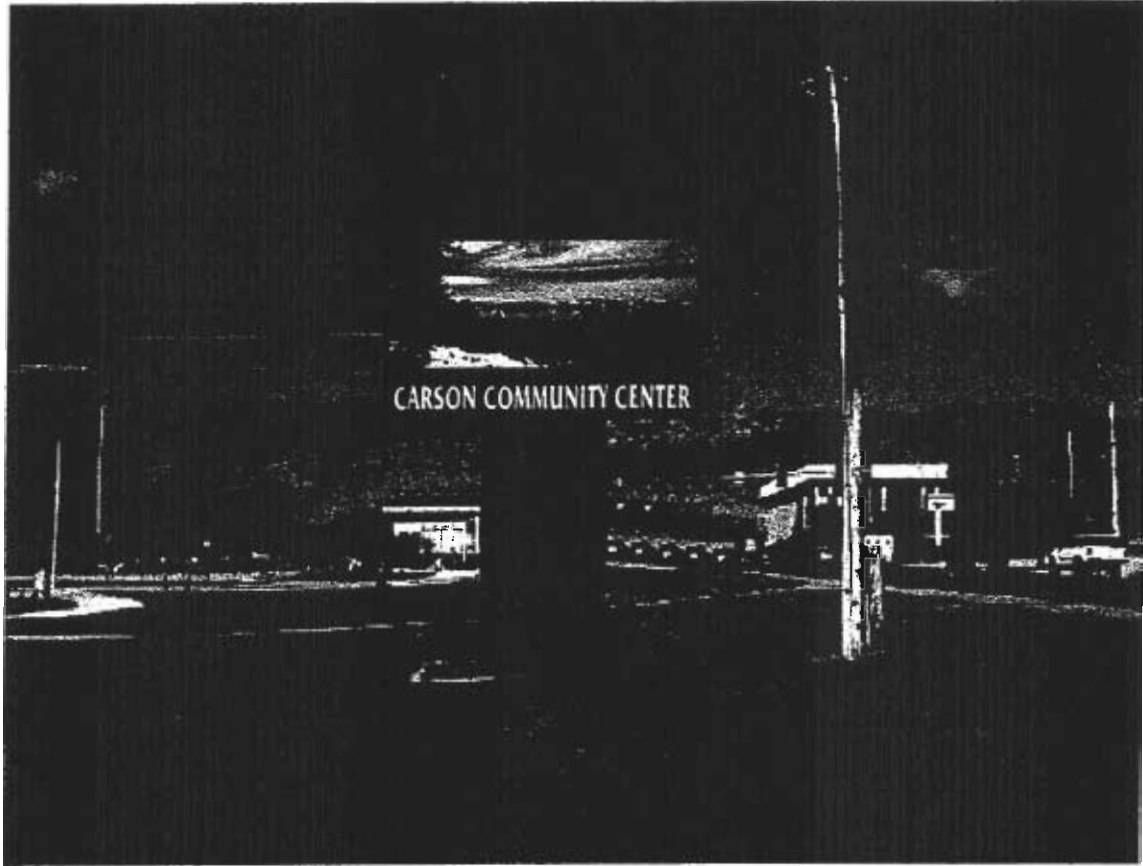
SCALE	SALESMAN	DATE	DESIGNER
NOT TO SCALE	M. LIPKOWITZ	5/13/2013	T. POLAND
		May 13, 2013	

SHEET

**3**

**Custom Sign**  
 2222 Mouton Drive  
 Carson City, NV. 89706  
 Ph. 775-884-1818

BID LIMIT: \$100,000.00, LICENSE CLASSIFICATION: C6, LICENSE NUMBER: 61029 EXP. 12/13



Scope of work: Manufacture and install new D/F 16 or 20 mm color LED message center, with black cabinet and bronze lower cabinet with black background and white show thru copy. Sheet metal pole cover painted bronze.

This original design is the property of Custom Sign & Crane Company and may not be altered or reproduced or exhibited in any form to anyone other than the recipient or the recipient's employees without written permission. In the event the recipient decides not to purchase the product depicted, this artwork and all copies must be returned to Custom Sign and Crane Company. Colors shown may not represent actual colors.

**CARSON COMMUNITY CENTER**

SCALE	SALESMAN	DATE	DESIGNER
NOT TO SCALE	M. LIPKOWITZ	April 10, 2013 May 9, 2013	T. POLAND
		May 13, 2013	

SHEET

**3a**

**Custom Sign**  
 2222 Mouton Drive  
 Carson City, NV. 89706  
 Ph. 775-884-1818

BID LIMIT: \$100,000.00, LICENSE CLASSIFICATION: C6, LICENSE NUMBER: 61029 EXP.12/13

## Certifications and Ratings

### IP65

Dust tight. No ingress of dust; complete protection against contact. Water projected by a nozzle (6.3mm) against enclosure from any direction shall have no harmful effects. Test duration: at least 3 minutes. Water volume: 12.5 litres per minute. Pressure: 30 kN/m<sup>2</sup> at distance of 3m.

### IP54

Dust protected. Ingress of dust is not entirely prevented, but it must not enter in sufficient quantity to interfere with the satisfactory operation of the equipment; complete protection against contact. Water splashing against the enclosure from any direction shall have no harmful effect. Test duration: 5 minutes. Water volume: 10 liters per minute. Pressure: 80–100 kN/m<sup>2</sup>



ISO 9001:2000 specifies that a manufacturing facility documents, implements, and maintains a quality

# Media Editor Professional Software Suite

Media Editor Professional is a powerful and simplistic software from Optec that requires a short learning curve. This software is designed to allow user to configure, schedule, manage, and create display contents all from one window. The graphical user interface makes creating dynamic movie files simple with features such as time line effects, pop-up menus, frame template, transitions, and layer panels.

## Specifications

### Operating Systems

Windows 98/ME/XP/Vista/Windows 7

### Fonts

Supports all true type fonts

### Content Creation

- Real time editing
- Simple time line effects management
- Import graphic animations and movies
- Import pictures
- Create gradients, fill effects and patterns
- Key text over animations and background effects
- Various transition effects
- Basic object sprite effect to form various combinations
- Frame duration control
- Content preview

### Token Editor

- Time and Temperature
- 12 or 24 hour clock format
- Date and Days of the week
- Celsius or Fahrenheit modes
- Counter
- Static Image – supported format (bmp and jpeg).
- Text and variables

### Scheduling

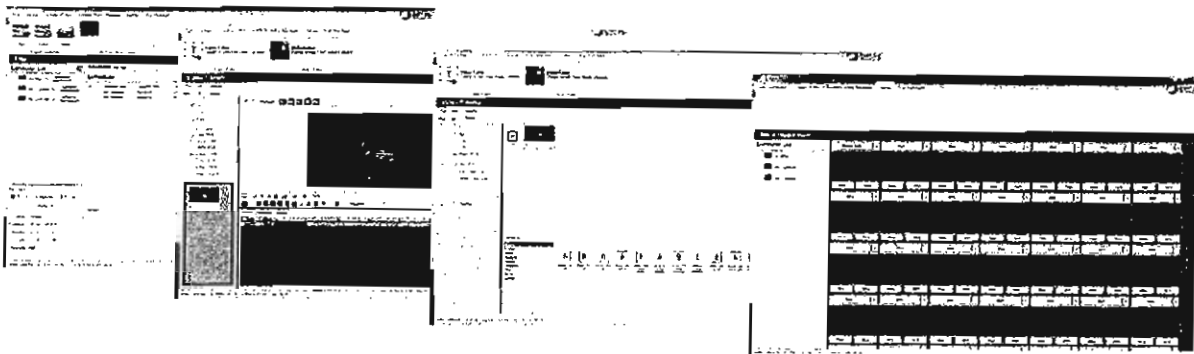
- Advanced scheduling – by month, week, day, hour, and minute.
- Time line scheduling
- Playlist creating and editing
- Communication online status
- Playlist preview
- Group scheduling and uploading
- Import export schedules and playlists
- Logging of valid played files

### Hot Key

- Up to 100 available hot keys
- Supports import video (AVI, MPG, GIF)
- Instantaneous display
- Naming and setting duration for each hotkey
- Thumbnail view

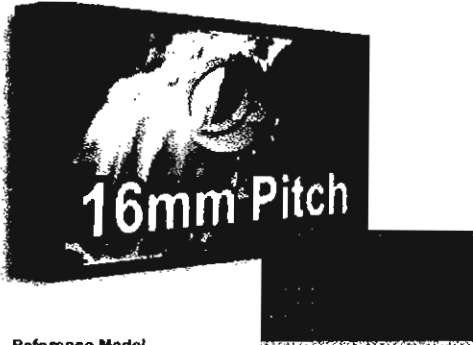
### Display Control

- Add, delete, and group displays
- Display configuration
- Display brightness adjustment





# Infinity 16mm RGB Video Display



Reference Model  
4'-8" x 8'-10"  
80 x 160 resolution

Optec's premier Infinity video displays offer the ultimate in outdoor LED display performance. Superior video processing delivers lifelike 3D quality images, crystal clear resolution and brilliant, vibrant colors. Rugged IP65 rated aluminum enclosures provide solid protection against environmental contaminants and harsh weather conditions.

Designed for close viewing, the Infinity 16mm RGB display is capable of HD quality video and brilliant color, even in direct sunlight. Suitable for live video, outdoor advertising, sports or commercial applications.

Advanced options such as redundant data signals, self-diagnostics system, backup power supplies and pixel level screen calibration are available.

## Specifications

Color Processing Capability.....	16 bit, 281 trillion colors
Viewability.....	140 degrees horizontal
Graphic Capability.....	Text, animation, pictures and video
Live Video Formats.....	Composite, S-Video (optional upgrade)
Control Software.....	Media Editor Package
Display Dimming.....	100 levels
Scan Rate.....	300+Hz (Variable)
Contrast Ratio.....	1,000:1
Frame Rate.....	60 frames per second
Power.....	120 / 240 AC, single phase
Average LED Life.....	100,000 hrs
Service Access.....	Front (standard) or rear (optional)
Cabinet Construction.....	Aluminum (Corrosion Resistant)
Weatherproofing (Front/Rear).....	IP65 / IP54
Contrast Enhancement.....	LED louvers
Manufacturing Quality Standard....	ISO 9001
UL Listed.....	ETL / UL48
Product Warranty.....	5 year parts & factory labor

## Optec Advantages

- ✦ **Windows PC controller for optimal video performance**
- ✦ **Super bright LEDs bin selected for consistency in wavelength and brightness**
- ✦ **Waterproof IP65 rated corrosion resistant aluminum enclosures**
- ✦ **Automatic brightness adjustment for optimum visibility and efficiency**
- ✦ **ISO:9001 manufacturing quality standards**
- ✦ **Easy to use control software**
- ✦ **5 Year warranty standard**

Model INF-16-RGB (16mm Pitch)



**Model Specifications**

Physical Pitch	16mm
LEDs / Pixel	(3) 1R-1G-1B
LED Density	11,719 LEDs/M <sup>2</sup>
Calibrated Brightness	12,000 NITs
Module Matrix	8(h) x 16(w)
Max. Watts / Pixel	0.365w
Minimum Character Height	4.4"







Minimum Viewing Distance = 32'

Diode Density - 1,089 LEDs / sq. ft.

Media Editor Software Suite



**Communications**

-  Wireless Ethernet
-  Ethernet
-  Fiber Optic
-  Power Line Communications
-  Broadband Internet
-  Live Video Feed (optional)

<b>Cabinet Width (ft.)</b>	3.8	4.7	5.5	6.3	7.2	8.0	8.9	9.7	10.5	11.4	12.2	13.1	13.9	14.7	15.6	16.4	17.3	18.1	18.9	19.8	20.6	21.5
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<b>Pixel Width</b>	64	80	96	112	128	144	160	176	192	208	224	240	256	272	288	304	320	336	352	368	384	400
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<b>Cabinet Height (ft.)</b>	Pixel Height
3.0	48
3.4	56
3.8	64
4.2	72
4.7	80
5.1	88
5.5	96
5.9	104
6.3	112
6.8	120
7.2	128
7.6	136
8.0	144
8.4	152
8.9	160
9.3	168
9.7	176
10.1	184
10.5	192
11.0	200
11.4	208
11.8	216

**Matrix / Dimension Calculator**

Use this chart to convert display dimensions (cabinet height & width) to pixel matrix values.

Example : 6.3' x 12.2' = 112 x 224 Matrix

Watts / Pixel = 0.365

Calculating max. watts per face = Pixel height x pixel width x watts per pixel  
 (For the display example above - 112 x 224 x 0.365 = 9,157.12 max. watts per face)

\* All product specifications subject to change without notice.

# Custom Sign & Crane, LLC.

EXHIBIT A

NV Contractors License # 61029

May 15, 2013

Carson Community Center

## Pixel Matrix

Pixel Matrix is very important. It tells the customer how many LED's they are purchasing. You figure this by multiplying the vertical matrix number by the horizontal matrix number then multiply by 3. One green, one blue, one red.

Double you result for a double faced sign.

If a bidder has a smaller pixel matrix they are installing less LED's and are spending much less money on your project

Please compare pixel matrix's for a apples to apples quote

Thank you,



Marc Lipkowitz  
Manager  
Custom Sign and Crane, LLC



716 S. Nogales St. Carson City, NV 89706  
 Phone: (800)876-1668 Fax: (626)369-7858

**Quotation Number:** [REDACTED] **Quotation Date:** 4/26/2013 9:39:18 AM  
**Prepared For:** Marc Lipkowitz **Project Name:** Carson City Parks & Recreation Community Center  
 Custom Sign & Crane  
 Carson City NV 89706 **Prepared by:** Ashish Shah  
 Tel: 775-884-1818 Fax: 775-884-4118 **Requirements:**  
**Quote Valid:** 60 Days

**Quotation Summary:**  
 Technology: PC-Board  
 This display is capable of 14 line(s) of 4.41 inch character text  
 The display area is approximately 42 characters wide

**Model: INF-16-RGB-Z-P-D**  
**Matrix: 112 x 256**

Display Specification		Electrical Requirement*	
<b>Color Processing:</b>	RGB 281 Trillion Levels-M	<b>Regular Operating Watts / Pixel:</b>	- 0.137812
<b>Character Size:</b>	4.41 inches	<b>Estimated Total Regular Operating Watts:</b>	7902.7
<b>Pixel Matrix:</b>	112 x 256	<b>Boot Up Watts / Pixel:</b>	0.30625
<b>Resolution:</b>	28672 pixels per sign face	<b>ESTIMATED TOTAL BOOT UP WATTS:</b>	<b>17561.6</b>
<b>Cabinet Size:</b>	6' 4 1/16" x 13' 10 3/4" x 7 7/8"	<b>Regular Operating Amps:</b>	71.84
<b>Display Area:</b>	5' 10 9/16" x 13' 5 1/4"	<b>BOOT UP AMPS:</b>	<b>159.65</b>
<b>Display Net Weight:</b>	1279.39 lbs. per face (+/- 10%)	<b>AC Power Required:</b>	110V
<b>Maintenance:</b>	Front	<b>Accessories / Communication</b>	
<b>Cabinet Design:</b>	Factory Specify	<b>5 Years Software Upgrades</b>	Included
<b>Plastic Cover:</b>	No	<b>Digital Temperature Probe</b>	Included
<b>LED / Pixel Specification</b>		<b>Crate</b>	Included
<b>Model Number:</b>	1632	<b>Software</b>	Included
<b>LED Pixel Pitch:</b>	16.0 mm	<b>Communication Devices:</b>	1 pair(s) \$463.50
<b>Brightness:</b>	12000 NIT's	<b>*Comm Type:</b>	Wireless Ethernet
<b>Viewing Angel:</b>	140 Degrees Horizontal	<b>On-Site Service Plan:</b>	Not Ordered
<b>Technology:</b>	PC-Board		
<b>LED's per pixel:</b>	Red: 1 Green: 1 Blue: 1		
<b>LED Type:</b>	Standard		

## 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.

**Optec Displays, Inc.**  
**Standard Five Year Limited Warranty**  
 Effective 01/01/2012

**Warranty Coverage**

Optec Displays, Inc. (Optec) warrants Optec electronic displays and the associated products (jointly referred to as Covered Product) against any defects in materials and workmanship during the Limited Warranty Period pursuant to the terms and stated herein.

This Limited Warranty is extended only to the original purchaser ("Customer") purchasing a new electronics display or accessory directly from an Authorized Optec Reseller.

During the Limited Warranty Period, Optec will, at its discretion, replace or repair any defective Covered Product. Optec will either provide advanced shipment replacement parts or product to be swapped with a defective part or product, or issues a Return Material Authorization (RMA) number for Customer to return failed parts or products to Optec's service center in the City of Industry, California, USA, for repair.

All parts or products replaced under this Limited Warranty become the property of Optec. In the unlikely event that Customer's Optec Product has recurring failures, Optec, at its sole discretion, may elect to provide Customers with a replacement product at Optec's choice that is the same or equivalent to Customer's Optec Product in performance. This is Customer's exclusive remedy for defective products under this Limited Warranty.

Unless otherwise stated, and to the extent permitted by local law, new Optec Products may be manufactured using new materials or new and used materials equivalent to new in performance and reliability. Optec may repair or replace Optec Products (a) with new or previously used products or parts equivalent to new in performance and reliability, or (b) with equivalent products to an original product that has been discontinued. Replacements parts are warranted to be free from defects in material or workmanship for ninety (90) days or, for the remainder of the Limited Warranty Period of the Optec Product they are replacing or in which they are installed, whichever is longer.

This Limited Warranty excludes any onsite labor required to service the Covered Product including diagnosis, removal and installation of parts or products.

This Limited Warranty is not transferrable.

**Limited Software Warranty:** Optec warrants that the software portion of the product ("Software") will substantially conform to Optec's then current functional specifications for the Software, as set forth in the applicable documentation, provided that Software is properly installed on approved hardware and operated as

contemplated in its documentation. Optec further warrants that, during the Limited Software Warranty Period, the media on which Optec delivers the Software will be free of physical defects. The Customer's sole and exclusive remedy and the entire liability of Optec and its suppliers under this Limited Warranty will be, at Optec's option to replace the non-confirming Software (or defective media).

**Warranty Period**

Unless otherwise specified in an Optec Purchase Transaction Document, the Limited Warranty Period is five (5) years. The Limited Warranty Period begins immediately on the date the Covered Product is shipped from Optec to Customer or to Customer's Authorized Optec Reseller. In the case that Optec is responsible for installing of the Covered Product, the Limited Warranty Periods begins upon the day Optec completes the installation or, if Customer defers installation more than thirty (30) days after receipt, warranty begins on the thirty-first (31<sup>st</sup>) calendar day after receipt.

**Exclusions and Restrictions**

Unless specified otherwise in an Optec Purchase Transaction Document, this Limited Warranty applies only to hardware and software products provided by Optec, external controllers, and hardware integral and internal to an Optec electronic display. The Limited Warranty does not apply to other third-party hardware products or software, even if packaged or sold with Optec hardware. Manufacturers, suppliers, or publishers, other than Optec, may provide their own warranties to the end user, but Optec, in so far as permitted by law, provides their products "as is."

This Limited Warranty specifically does not cover the following:

1. Third-party devices not provided by Optec.
2. Optec Product that has been moved from its initial installation location.
3. Optec Product that is mounted in a mobile structure.
4. Cosmetic damage to the Optec Product (including but not limited to scratches, dents, and broken plastic that do not otherwise affect the functionality of the product or material impair its use.)
5. Covered Product whose serial number has been removed, altered, defaced or in any other way made illegible.
6. Recovery or transfer of any data or software stored on the Covered Product not originally installed on the Covered Product by Optec.

This Limited Warranty specifically does not cover conditions or damage caused by or resulting from following:

1. Installation, maintenance or operation of a product in contradiction to any installation, maintenance and operating guidelines provided by Optec.
2. Accident, abuse, omission, neglect, vandalism, misuse, by any party other than Optec.
3. Physical or electrical stress or interference fluctuation or surges of electrical power, lightning, floods, fire, acts of God, war, terrorism, or other external causes, including Force Majeure.
4. Unauthorized modification of Product, including installation of third party software on an electronic display's controller without written permission of Optec.
5. Services by anyone other than Optec, an Optec Service Provider, Customers or Customer's appointed service provider.
6. Viruses, Trojan horses, worms, or like destructive code or code that self-replicates, which was not included in the Covered Product by Optec.

All light emitting diodes (LED) have an inherent tendency to change in color and light intensity proportionate to period of use. These are universal characteristics and not product defects. Replacement of LEDs so affected is not included in this Limited Warranty. LED is considered defect when it cease to emit light. Optec will provide replacement parts of those defects when the LED defects exceed 0.5% of the total pixels on the display.

Optec will only provide support and warranty parts to Customers that provide the defective electronic display's serial number when calling for support or parts. In cases, where the serial number plate is not easily accessible after installation, it is the responsibility of the Customer to maintain a record of each displays' serial number. Optec reserves the right to limit replacement parts for Customers whose account reflects invoices that are past due.

#### **Obtaining Warranty Service**

If Customer's Covered Product fails to function properly, the Customer is to contact the reseller from which Customer purchased the product or an Authorized Service Provider for service. Optec provides a toll free number for its Authorized Dealer for support, (800) 876-1668. Non-Optec dealer should call (626) 820-5525 for support. Display owner will be supported by appointment only. Customer may also access Optec's customer support web page at [www.optec.com](http://www.optec.com) for assistance. Optec technical support is available from 6:00 am to 5:00 pm PST, Monday to Friday. Making appointment for your technical support need is strongly recommended to receive dedicated and timely support. Please reference to **Optec Technical Support Policy Limitations & Restrictions and Technical Support Appointment Request**. Technical support for out of warranty or non-warranty displays for non-Optec dealers or display owner will be available for a fee.

If determined a replacement is required, contact Optec to order the replacement part or to obtain an RMA number for returning the failed part for repair. Under this Limited Warranty, Optec will make all reasonable efforts to ship Customers replacement part to replace part diagnosed as defective prior to Customer returning the failed part. On receiving the replacement part or product, Customer will be required to return the defective, unused replacement part(s) or product back to Optec within thirty (30) days along with the RMA number provided in the replacement parts shipment. Failure to return the defective or unused replacement part(s) or product with Optec-provided RMA number will result in Optec billing Customer for the replacement parts at Optec's published list price. All replacement part(s) are to be shipped via ground service at Optec's choice and paid by Optec. At Customer's request and expense, Optec will ship out replacement part(s) using an expedited delivery service. Optec can not guarantee delivery service provided by another party. In case that advanced shipment part is not available, Optec will request Customer to return the defective parts for repair. Optec will use reasonable efforts to repair these parts. Please reference to **Optec Replacement Parts Policy**.

#### **Limitation of Liability**

OPTEC MAKES NO OTHER WARRANTIES WITH RESPECT TO THE OPTEC PRODUCTS OR ANY SERVICES AND DISCLAIMS ALL OTHER IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. OPTEC ALSO MAKE NO WARRANTY REGARDING NONINTERRUPTION OF USE OR FREEDOM FROM BUGS.

This Limited Warranty limits the liability and obligation of Optec to repair or replacement of defective Covered Product, at its discretion. In no event shall Optec be held liable for any damages, including loss of income, other incidental or consequential damages regardless of the nature of the claim, or deemed to be in default of its obligations under this Limited Warranty, for any delay in providing service and or repaired or replacement parts or product.

In no event shall Optec be liable to any party for loss, damage, or inquiry, or any claim in connection with this warranty exceeding the invoice price of the Covered Product delivered.

Optec does not accept liability beyond the remedies set forth in this agreement. Optec will not liable for any consequential, special, indirect, or punitive damages, even if advised of the possibility of such damages, or for any claim by any third party except as limited by applicable law.

# Custom Sign & Crane, LLC.

EXHIBIT A

NV Contractors License # 61029

May 15, 2013

**Carson City Community Center**

#### **1 year limited labor warranty**

Custom Sign and Crane will supply labor to trouble shoot and repair electronic components of 1ea Optec display for a period of 1 calendar year from install of unit. Parts to be supplied by Optec. Labor is limited to the LED message Center only

#### **5 year limited labor warranty – *OPTION***

Custom Sign and Crane will supply labor to trouble shoot and repair electronic components of 1ea Optec display for a period of 5 calendar years from install of unit. Parts to be supplied by Optec. Labor is limited to the LED message Center only



