

**City of Carson City
Agenda Report**

Date Submitted: February 24, 2014

Agenda Date Requested: March 6, 2014

Time Requested: Consent

To: Mayor and Supervisors

From: Purchasing and Contracts

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

Staff Summary: On June 20, 2013, The Carson City Board of Supervisors approved the above listed contract in the amount of \$100,716.00. On July 18, 2013, The Carson City Board of Supervisors approved a decrease to the original approved contract by an amount of \$3,500.00, bringing the total contract cost to \$97,216.00. On February 20, 2014 the Carson City Board of Supervisors requested changes to the Maintenance Agreement and Terms and Conditions for the Community Center Sign Project prior to amendment approval. This request to amend the contract in an amount not to exceed \$3,500.00 is for the purchase of a 4 year maintenance agreement on the Community Center LED Sign for a total contract amount of \$100,716.00.

Type of Action Requested: (check one)

Resolution Ordinance
 Formal Action/Motion Other (Specify)

Does This Action Require A Business Impact Statement: Yes No

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

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

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

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

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

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

Alternatives: Provide other direction pursuant to Board Action.

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

Prepared By: Kim Belt, Purchasing and Contracts Manager

Reviewed By: Kim Belt
(Public Works)
Marcia Rodriguez
(City Manager)
David L. White
(District Attorney)
David L. White
(Finance Director)

Date: 2/25/14
Date: 2/25/14
Date: 2/25/14
Date: 2/25/14

Board Action Taken:

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

_____ (Vote Recorded By)

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

THIS AMENDMENT is made and entered into this 6th day of March, 2014, by and between the City and County of Carson City, a political subdivision of the State of Nevada, hereinafter referred to as the "CITY", and **Custom Sign and Crane**, hereinafter referred to as the "CONTRACTOR", and is made to amend the existing contract known as **CONTRACT # 1213-172**.

WITNESSETH:

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

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

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

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

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

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

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

ACKNOWLEDGMENT AND EXECUTION:

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

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

By: K. Belt
KIM BELT

DATED 2/25/14

CITY'S LEGAL COUNSEL
Neil A. Rombardo, District Attorney

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

By: Neil A. Rombardo
Deputy District Attorney

DATED 2/25/14

CITY'S ORIGINATING DEPARTMENT

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

By: D. Schulz
Darren Schulz

DATED 2/25/14

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

Marc Lipkowitz deposes and says: That he is the **CONTRACTOR** or authorized agent of the **CONTRACTOR**; that he has read the foregoing Amendment; and that he understands the terms, conditions, and requirements thereof.

CONTRACTOR

BY: Marc Lipkowitz

TITLE: Owner

FIRM: Custom Sign and Crane

CARSON CITY BUSINESS LICENSE #: 14-00022768

NEVADA CONTRACTOR'S LICENSE #: 61029

Address: 2222 Mouton Drive

City: Carson City **State:** Nevada **Zip Code:** 89706

Telephone: 775-884-1818/**Fax:** 775-884-4118

E-mail Address: custom.sign@sbcglobal.net


(Signature of **CONTRACTOR**)

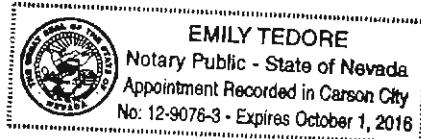
DATED 2/19/14.

STATE OF Nevada)
County of Carson City) **ss**

Signed and sworn (or affirmed) before me on this 19th day of February, 2014, by Marc Lipkowitz.


(Signature of Notary)

(Notary Stamp)



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

CONTRACT ACCEPTANCE AND EXECUTION:

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of March 6, 2014 approved the acceptance of Amendment No. 1 **CONTRACT No. 1213-172**. Further, the Board of Supervisors authorizes the Mayor of Carson City, Nevada to set his hand to this document and record his signature for the execution of this contract in accordance with the action taken.

CARSON CITY, NEVADA

ROBERT L CROWELL, MAYOR
DATED this 6th day of March, 2014.

ATTEST:

ALAN GLOVER, CLERK-RECORDER
DATED this 6th day of March, 2014.

Custom Sign & Crane, LLC

**2222 Mouton Dr.
Carson City, NV 89706**

Invoice

| Date | Invoice # |
|------------|-----------|
| 12/30/2013 | 12346 |

Phone: 775-884-1818

Fax: 775-884-4118

Bill To

Carson City Community Center
Attn Tom Grundy
851 East Williams St
Carson City, NV 89706

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

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

CUSTOM SIGN & CRANE, LLC.

MAINTENANCE AGREEMENT

CONTRACT NO. M 280

THIS MAINTENANCE AGREEMENT is made this 23 day of Oct, 2013

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

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

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

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

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

MAINTENANCE SPECIFICATIONS

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

OTHER:

- Field Labor for warranty repairs of the LED boards, drivers, wiring and receivers within the LED Message Center

B. THE TERM of this agreement shall be 48 consecutive calendar months beginning on the first day of November, 2013.

C. CUSTOMER WILL PAY COMPANY \$ 3600. All payments shall be made at the office of Company and shall be payable, except as herein otherwise provided, whether or not the SIGN is used or operated by Customer.

LOCATION (address where SIGN is located): 851 East

Williams

GENERAL DESCRIPTION OF SIGN:

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

Addendum applies Yes No

NEW AGREEMENT REWRITE WITH ADDITIONS RENEWAL - NO ADDITIONS

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

Salesperson N/A

Customer _____

Accepted for CUSTOM SIGN & CRANE, LLC.

By: _____

By Travis C. Smith

Title: _____

Title: Manager

Contractor License No. 61029

COMPANY COPY

MAINTENANCE TERMS AND CONDITIONS

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

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

In the event of destruction of the SIGN, Customer may be released from this agreement upon Customer's payment of all amounts previously billed but unpaid, plus the standard rate charges of Company for all services performed and goods furnished, but not yet billed at the time of destruction. Customer shall be entitled to a rebate of or setoff against payments already made or already due.

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

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

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

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

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

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

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

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

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

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

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

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

COMPANY COPY