

February 9, 2023
Item No. 11.3.
Aggieland Sign

Sponsor: Jennifer Cain, Director Capital Projects

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding the construction of an interactive sign to be located at 1101 Texas Avenue, for an amount not to exceed \$85,000.

Relationship to Strategic Goals:

Core Services and Infrastructure

Recommendation(s): Staff recommends approval.

Summary: A large format interactive sign in front of City Hall at 1101 Texas Avenue is proposed. This type and style of sign is similar to the signs on the Texas A&M University campus and will provide another interactive opportunity to engage the community. Images and more details will be provided in the presentation. The sign and the associated electrical work is a total expense not to exceed \$85,000.

Budget & Financial Summary: A budget in the amount of \$4,805,000 is included in the General Government Capital Projects Fund. A total of \$4,289,514 has been expended or committed to date, leaving a balance of \$515,486 for this item and related costs.

Attachments:

1. Aggieland Sign - Dailey Electrical Proposal
2. Aggieland Sign - Comet Signs Proposal 1-3-2023



★ Electric ★ Heating ★ Cooling ★ Plumbing ★

COLLEGE STATION

979-694-4044
HOUSTON
713-465-1130

PROPOSAL SUBMITTED TO CITY OF COLLEGE STATION		PHONE 979-764-3476	DATE 10/5/2022
STREET 1101 TEEBAS AVE.		JOB NAME	
CITY, STATE, and ZIP CODE COLLEGE STATION, TX 77845		EMAIL CDOHNALIK@CSTX.GOV	
ATTN: CRAIG DOHNALIK	DATE OF PLANS		JOB PHONE

We hereby submit specifications and estimates for:

THIS BID INCLUDES:

- * Provide and install 200A meter pedestal for sign power.
- * Bore 2" conduit 150' from existing utility pole to new pedestal.
- * Provide and install (2) 20A circuits from pedestal to sign location.

BID EXCLUDES:

- * Overtime and after hours.
- * Providing and installing conductors from utility pole to pedestal.

We propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

Thirteen thousand nine hundred eighty-five dollars. **\$13,985.00**

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

Authorized Signature Brad Cottrell
Note: This proposal may be withdrawn by us if not accepted

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of Acceptance: _____

Signature _____

P.O. BOX 10109, COLLEGE STATION, TEXAS 77842



5003 STOUT DR
 SAN ANTONIO, TX 78219
 (210) 341-7244

NAME OF CUSTOMER (LEGAL NAME and any DBA) CITY OF COLLEGE STATION	CUSTOMER CONTACT JENNIFER CAIN	PHONE 979-764-3795
STREET 1101 TEXAS AVE	JOB NAME CITY OF COLLEGE STATION I LOVE AGGIELAND	
CITY, STATE and ZIP CODE COLLEGE STATION, TX 77840	JOB LOCATION 1101 TEXAS AVE, COLLEGE STATION, TX 77840	

ACCEPTANCE REQUIRES:
Due to current steel pricing volatility and extreme cost increases, estimates for pylons or monuments with steel pipes are good for 7 days.

Regulated by the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711 - Phone: 512-463-6599 Toll Free: 800-803-9202 Online: <http://www.license.state.tx.us/Complaints> (Ref: 1305)

TEXAS MASTER SIGN LICENSE TDLR # 7333

TEXAS ELECTRICAL SIGN CONTRACTOR TDLR # 18010

We Propose to furnish, subject to the terms and conditions on the front and back of this proposal, the items set forth below, for the estimated sum of: (\$ _____).

PAYMENT TO BE MADE AS FOLLOWS
 50% Down - Net 30 Note: Reference TAMU Contract Number C2022-5060 This proposal may be withdrawn if not accepted in 30 days.

No.	Scope of Work	Quantity	Price	Extended
1	SIGN A - MANUFACTURE MANUFACTURE 7' TALL 18" DEEP ILLUMINATED FABRICATED LETTERS AND HEART. LETTERS TO READ "I" "HEART SYMBOL" "AGGIELAND". LETTER "I" HAS OPEN INTERIOR WITH LED PUCK LIGHTS LOCATED AT TOP. AGGIELAND LETTERS FACE PAINTED AGGIE MAROON AND RETURNS AND BACKS PAINTED WHITE. LETTERS TO HAVE .125" THICK ALUMINUM FACE TO HAVE A ROUTED PERIMETER BACKED WITH .177" THICK WHITE ACRYLIC WITH DIRECT PRINT TRANSLUCENT FACES. 1/2" WHITE BORDER AT EDGE OF RETAINER. LETTERS ARE ILLUMINATED WITH WHITE LED'S AND SELF CONTAINED POWER SUPPLIES. HEART TO BE PAINTED ON ALL SIDES SAME CONSTRUCTION AS AGGIELAND LETTERS WEEDED HIGHLIGHT.	1.00	\$49,462.00	\$49,462.00
2	SIGN A - INSTALL SIGN A - INSTALL SIGN A WITH BASE STRUCTURE, CONCRETE PAD, AND FOOTERS	1.00	\$19,168.00	\$19,168.00
3	ENGINEERING COMET SIGNS TO OBTAIN STAMPED ENGINEERING.	1.00	\$450.00	\$450.00
4	PERMIT ACQUISITION FEE - AUSTIN SINGLE STAFF TIME TO OBTAIN PERMITS	1.00	\$350.00	\$350.00
5	PERMIT COST PERMIT FEE BILLED AT COST. ADDED TO FINAL INVOICE.	1.00		
6	SALES TAX COMET SIGNS COLLECTS SALES TAX ONLY IN STATES WHERE THE COMPANY MAINTAINS A PHYSICAL PRESENCE OR IS REGISTERED TO COLLECT AND REMIT SALES TAX TO THE APPROPRIATE TAXING AUTHORITY (TX, AR, LA & WI). PURCHASER IS RESPONSIBLE FOR ALL APPLICABLE TAXES INCLUDING SALES, USE, EXCISE OR OTHER SIMILAR TAXES IN COMET NO NEXUS STATES.			
			TOTAL:	\$69,430.00

ACCEPTANCE OF PROPOSAL AND AGREEMENT TO TERMS

By signing below, I confirm that I am authorized by Customer to enter into this Agreement. I have read and understand the terms and conditions on the front and back. Customer expressly agrees to all the terms and conditions of the Proposal and Agreement. **The undersigned expressly consent(s) to Comet obtaining credit and financial information concerning Customer and/or a consumer credit report on Customer (if Customer is a sole proprietorship) at any time and from any source for the purpose of evaluating Customer's creditworthiness in connection with any request for business credit.** I confirm that any credit is sought for commercial purposes, not for personal, family or household use.

Approved by Comet: _____ Customer: _____
 Tina Coleman Date Signature Date
 210-812-2236

 Print Name Title

Contrary Terms Rejected: No acceptance which varies the terms of this proposal or proposes additional terms is effective. Any variance is rejected, unless expressly approved by Comet in writing.

Parties. "Comet" when used herein means Comet Signs, LLC. "Customer" when used herein means the person or entity to whom goods or services were sold or delivered.

Payment: Customer shall pay the full amount of the invoice(s) for the goods or services, plus tax when due at Comet's address on the front page of this Agreement. Unless otherwise agreed in writing, terms are 50% of goods and services due upon acceptance of this proposal. The remaining 50% of goods and services due upon receipt. Interest at the rate of 18% per annum, or the maximum allowed by law, will be charged on past due unpaid amounts. Customer shall pay all taxes resulting from transactions, such as occupation, property, excise, sales or use tax. Customer shall pay all costs of collection incurred by Comet, including attorney's fees, costs and expenses.

Title: Comet retains title to delivered goods until such time as payment is made in full by Customer. The parties expressly agree that the signing of this Agreement, constitutes a security agreement as contemplated by Article 9 of the Uniform Commercial Code and insures Comet's title of delivered goods. Said security agreement shall continue until Seller receives full payment for delivered goods secured hereby. At all times prior to payments being made and all of the conditions herein contained being fully satisfied by Customer, the goods shall be deemed personal property, and shall not, by reason of attachment or connection to any realty, become or be deemed a fixture or appurtenance to such realty but shall at all times be severable therefrom.

Installation: Customer shall be solely responsible to pay for, install, and provide all utilities to be used by the goods. Customer shall be responsible for any necessary building reinforcement, relocation of utility lines, or other obstacles to installation. Customer shall be responsible for any additional installation costs, including labor and material, incurred by Comet caused by such conditions as water, adverse soil conditions, underground obstructions, or other obstructions. Any costs pertaining to staging, rigging, and/or rental equipment associated with multiple story building installations shall be additional costs to be paid by Customer.

Approval and Permits: Customer shall be responsible for securing all necessary approval for installation, use, and existence of goods on the applicable premises. The prices for goods and services do not include the cost of permits, cost to obtain permits, or the cost of variance appeals required to obtain permits, which costs, if incurred by Comet, will be invoiced to and shall be paid by Customer. Comet may obtain (as Customer's agent where necessary) permits and licenses from public authorities for the initial installation of goods. *Comet shall not be obligated to commence construction of goods until public permits have been issued.* If such permits are denied, after every reasonable effort by Comet and Customer to secure same, then this Agreement shall terminate without liability to either party except that Customer shall pay Comet for all manufacturing costs and other costs of performing this Agreement theretofore incurred by Comet.

Price Increases and Delay: Any date of completion or delivery is an estimate. Comet and its agents shall commence fabrication of the goods promptly following receipt of all permits, licenses, and approvals. Goods to be installed shall be installed as soon as reasonably practical after fabrication. If for any reason, other than fault or neglect of Comet, fabrication has not commenced within 45 days from date of Comet's acceptance of this Agreement, or if delivery, tender, or installation, of goods shall be delayed, deferred, or postponed for any reason, other than fault or neglect of Comet or its agents, beyond 90 days from date of such acceptance, then, in such event, the purchase price and installation price, are subject to increase as determined by Comet. If, after fabrication of goods is commenced, Customer requests that Comet cease or delay fabrication, or if Customer is in default under this Agreement, then Customer, in addition to all other obligations under this Agreement shall be responsible for all Comet's additional costs and expenses incurred. Any cessation or delay shall not relieve Customer of any of its obligations under this Agreement.

Comet Proposal and Agreement - Rev May 2019

Warranty: Comet warrants its services and goods of its manufacture for a period of twelve (12) months, from the date of delivery of a good or service, against defects in material or workmanship. **The obligation of Comet and Customer's sole and exclusive remedy hereunder shall be limited at Comet's sole option to the following: (a) To replace or repair any goods or services, which are determined by Comet to be defective during the warranty period. Comet's obligation to repair or replace constitutes agreed and liquidated damages for any breach of Comet's warranty; or, (b) Should the goods or services be determined by Comet to be so defective as to preclude the remedy of warranted defects by replacement or repair, Customer's sole and exclusive remedy shall then be a refund of the purchase price, less a reasonable charge for any utilization by Customer. THE LIMITED EXPRESS WARRANTY SET FORTH HEREIN, AND THE STATED REMEDIES FOR BREACH THEREOF, SHALL BE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES FOR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, AND IN LIEU OF LIABILITY FOR SELLER'S NEGLIGENCE OR FAULT.** The alternation, modification, unauthorized repair, neglect, misuse, or damage from vandalism, acts of God including, but not limited to, fire, wind, hail, and lightning, WAIVES AND EXCLUDES ALL WARRANTIES AND OBLIGATIONS OF COMET, **including the limited express warranty set forth herein.** Notice of defective goods or services must be given in writing to Comet. Customer must keep the goods in unaltered condition for examination by Comet. **All warranty claims must be made within ten (10) days after discovery, or after such claims should have been discovered, or else be barred from any remedy.** Any suit for claims arising out of or related to any goods or services must be brought not later than one (1) year after the date the goods or services are delivered to Customer or the agent of Customer. Comet does not warrant fluorescent, HID lamps, incandescent bulbs, and Electronic Information Displays, including, electronic message centers and time and temperature units. Such goods are sold AS IS, WHERE IS. Any applicable warranties for EID, fluorescent, HID, are provided by original manufacturer.

Limitation of Damages: **In no event shall Comet be liable for any special, consequential or incidental damages, whether or not said damages are caused, in whole or in part, by any delay, failure, nonperformance, or negligence of Comet or any of its agents, or the breach by Comet of any terms or conditions contained herein or made part of this Agreement.**

Indemnity. CUSTOMER AGREES TO INDEMNIFY, DEFEND, AND HOLD COMET HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DAMAGE, SUITS, CIVIL AND OTHER LIABILITY AND EXPENSES (INCLUDING, BUT NOT LIMITED TO REASONABLE INVESTIGATION AND LEGAL EXPENSES) ARISING OUT OF ANY CLAIM FOR LOSS OF OR DAMAGE TO PROPERTY, INJURIES TO OR DEATH OF PERSONS, INCLUDING CUSTOMER'S OR COMET'S EMPLOYEES, AND VIOLATION OF ANY LAW OR REGULATION CAUSED BY, ARISING OUT OF, OR RESULTING FROM CUSTOMER'S OBLIGATIONS UNDER THIS AGREEMENT.

Governing Law: This Agreement shall be deemed to have been made and entered into in San Antonio, Texas. All disputes arising from or related to this Agreement shall be resolved in courts of Bexar County, Texas, to the exclusion of any other court. All transactions shall be governed by and construed in accordance with the laws of the State of Texas, regardless of any conflict of laws.

Force Majeure. Comet may, without liability, delay performance or cancel this Contract on account of *force majeure* events or other circumstances beyond its control, including, but not limited to, strikes, acts of God, political unrest, embargo, failure of source of supply, or casualty.

Entire Contract: This Agreement contains the entire agreement between the Parties relating to the transactions contemplated hereby. All prior and contemporaneous agreements, understandings, representations, and statements, whether written or oral, are merged herein and superseded hereby. Any modification to this Agreement must be in writing and executed by the Parties hereto. This Agreement is binding upon the parties and their respective heirs, executors, administrators, successors and assigns.