

**SECTION V**  
**CONTRACT DOCUMENTS**

**BOND NUMBER:** \_\_\_\_\_

**CONTRACT BOND**

(1)

**STATE OF TEXAS**

**COUNTY OF DALLAS**

**KNOW ALL MEN BY THESE PRESENTS:** That we Sports Venue Signs, LLC DBA TS Sports as Contractor and Sports Venue Signs, LLC DBA TS Sports (Surety) whose home address is \_\_\_\_\_.

**HEREINAFTER CALLED THE "Surety",** are held and firmly bound into the City of Clearwater, Florida (hereinafter called the "Owner") in the penal sum of: **BID OPTION NO. 3 in the amount of \$582,890.00, PAYMENT AND PERFORMANCE BONDS for BID OPTION NO. 3 in the amount of \$10,000.00, TAXES for BID OPTION NO. 3 in the amount of \$40,894, ADDITIVE ALTERNATE NO. 4 in the amount of \$46,200.00, AND PAYMENT AND PERFORMANCE BONDS for ADDITIVE ALTERNATE NO. 4 in the amount of \$500.00, FOR A GRAND TOTAL OF SIX HUNDRED EIGHTY THOUSAND, FOUR HUNDRED EIGHTY-FOUR DOLLARS (\$680,484.00)** for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns for the faithful performance of a certain written contract, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, entered into between the Contractor and the City of Clearwater for:

**BRIGHT HOUSE NETWORKS FIELD – VIDEO BOARDS REPLACEMENT  
PROJECT #14-0030-PR**

a copy of which said contract is incorporated herein by reference and is made a part hereof as if fully copied herein.

**NOW THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH,** that if the Contractor shall in all respects comply with the terms and conditions of said contract, including the one year guarantee of material and labor, and his obligations thereunder, including the contract documents (which include the Advertisement for Bids, Form of Proposal, Form of Contract, Form of Surety Bond, Instructions to Bidders, General Conditions and Technical Specifications) and the Plans and Specifications therein referred to and made a part thereof, and such alterations as may be made in said Plans and Specifications as therein provided for, and shall indemnify and save harmless the said Owner against and from all costs, expenses, damages, injury or conduct, want of care or skill, negligence or default, including patent infringements on the part of the said Contractor agents or employees, in the execution or performance of said contract, including errors in the plans furnished by the Contractor, and further, if such "Contractor" or "Contractors" shall promptly make payments to all persons supplying him, them or it, labor, material, and supplies used directly or indirectly by said Contractor, Contractors, Sub-Contractor, or Sub-Contractors, in the prosecution of the work provided for in said Contract, this obligation shall be void, otherwise, the Contractor and Surety jointly and severally agree to pay to the Owner any difference between the sum to which the said Contractor would be entitled on the completion of the Contract, and that which the Owner may be obliged to pay for the completion of said work by contract or otherwise, & any damages, direct or indirect, or consequential, which said Owner may sustain on account of such work, or on account of the failure of the said Contractor to properly and in all things, keep and execute all the provisions of said contract.

**CONTRACT BOND**

(2)

And the said Contractor and Surety hereby further bind themselves, their successors, executors, administrators, and assigns, jointly and severally, that they will amply and fully protect the said Owner against, and will pay any and all amounts, damages, costs and judgments which may be recovered against or which the Owner may be called upon to pay to any person or corporation by reason of any damages arising from the performance of said work, or of the repair or maintenance thereof, or the manner of doing the same or the neglect of the said Contractor or his agents or servants or the improper performance of the said work by the Contractor or his agents or servants, or the infringements of any patent rights by reason of the use of any material furnished or work done; as aforesaid, or otherwise.

And the said Contractor and Surety hereby further bind themselves, their successors, heirs, executors, administrators, and assigns, jointly and severally, to repay the owner any sum which the Owner may be compelled to pay because of any lien for labor material furnished for the work, embraced by said Contract.

And the said Surety, for the value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

**IN TESTIMONY WHEREOF**, witness the hands and seals of the parties hereto this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**SPORTS VENUE SIGNS, LLC DBA TS  
SPORTS  
(CONTRACTOR)**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

**WITNESS:**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

**COUNTERSIGNED:**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Pennsylvania Indemnity Insurance Company  
**SURETY**

By: \_\_\_\_\_  
**ATTORNEY-IN-FACT**  
Print Name: \_\_\_\_\_

## CONTRACT

(1)

This **CONTRACT** made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_ by and between the City of Clearwater, Florida, a municipal corporation, hereinafter designated as the "City", and **SPORTS VENUE SIGNS, LLC DBA TS SPORTS**, of the City of Dallas, County of Dallas, and State of Texas, hereinafter designated as the "Contractor".

### **WITNESSETH:**

That the parties to this contract each in consideration of the undertakings, promises and agreements on the part of the other herein contained, do hereby undertake, promise and agree as follows:

The Contractor, and his or its successors, assigns, executors or administrators, in consideration of the sums of money as herein after set forth to be paid by the City and to the Contractor, shall and will at **their** own cost and expense perform all labor, furnish all materials, tools and equipment for the following:

### **BRIGHT HOUSE NETWORKS FIELD – VIDEO BOARDS REPLACEMENT (14-0030-PR)**

**in the amount of \$680,484.00**

In accordance with such proposal and technical supplemental specifications and such other special provisions and drawings, if any, which will be submitted by the City, together with any advertisement, instructions to bidders, general conditions, proposal and bond, which may be hereto attached, and any drawings if any, which may be herein referred to, are hereby made a part of this contract, and all of said work to be performed and completed by the contractor and its successors and assigns shall be fully completed in a good and workmanlike manner to the satisfaction of the City.

If the Contractor should fail to comply with any of the terms, conditions, provisions or stipulations as contained herein within the time specified for completion of the work to be performed by the Contractor, then the City, may at its option, avail itself of any or all remedies provided on its behalf and shall have the right to proceed to complete such work as Contractor is obligated to perform in accordance with the provisions as contained herein.

**THE CONTRACTOR AND HIS OR ITS SUCCESSORS AND ASSIGNS DOES HEREBY AGREE TO ASSUME THE DEFENSE OF ANY LEGAL ACTION WHICH MAY BE BROUGHT AGAINST THE CITY AS A RESULT OF THE CONTRACTOR'S ACTIVITIES ARISING OUT OF THIS CONTRACT AND FURTHERMORE, IN CONSIDERATION OF THE TERMS, STIPULATIONS AND CONDITIONS AS CONTAINED HEREIN, AGREES TO HOLD THE CITY FREE AND HARMLESS FROM ANY AND ALL CLAIMS FOR DAMAGES, COSTS OF SUITS, JUDGMENTS OR DECREES RESULTING FROM ANY CLAIMS MADE UNDER THIS CONTRACT AGAINST THE CITY OR THE CONTRACTOR OR THE CONTRACTOR'S SUB CONTRACTORS, AGENTS, SERVANTS OR EMPLOYEES RESULTING FROM ACTIVITIES BY THE AFOREMENTIONED CONTRACTOR, SUB CONTRACTOR, AGENT SERVANTS OR EMPLOYEES.**

## CONTRACT

(2)

In addition to the foregoing provisions, the Contractor agrees to conform to the following requirements:

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, sex, religion, color, or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; lay off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post hereafter in conspicuous places, available for employees or applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non discrimination clause.

The Contractor further agrees to insert the foregoing provisions in all contracts hereunder, including contracts or agreements with labor unions and/or worker's representatives, except sub contractors for standard commercial supplies or raw materials.

It is mutually agreed between the parties hereto that time is of the essence of this contract, and in the event that the work to be performed by the Contractor is not completed within the time stipulated herein, it is then further agreed that the City may deduct from such sums or compensation as may be due to the Contractor the sum of **\$1,000.00 per day** for each day that the work to be performed by the Contractor remains incomplete beyond the time limit specified herein, which sum of **\$1,000.00 per day** shall only and solely represent damages which the City has sustained by reason of the failure of the Contractor to complete the work within the time stipulated, it being further agreed that this sum is not to be construed as a penalty but is only to be construed as liquidated damages for failure of the Contractor to complete and perform all work within the time period as specified in this contract.

It is further mutually agreed between the City and the Contractor that if, any time after the execution of this contract and the surety bond which is attached hereto for the faithful performance of the terms and conditions as contained herein by the Contractor, that the City shall at any time deem the surety or sureties upon such performance bond to be unsatisfactory or if, for any reason, the said bond ceases to be adequate in amount to cover the performance of the work the Contractor shall, at his or its own expense, within ten (10) days after receipt of written notice from the City to do so, furnish an additional bond or bonds in such term and amounts and with such surety or sureties as shall be satisfactory to the City. If such an event occurs, no further payment shall be made to the Contractor under the terms and provisions of this contract until such new or additional security bond guaranteeing the faithful performance of the work under the terms hereof shall be completed and furnished to the City in a form satisfactory to it.

## CONTRACT

(3)

The successful bidder/contractor will be required to comply with Section 119.0701, Florida Statutes (2013), specifically to:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the City of Clearwater in order to perform the service;
- (b) Provide the public with access to public records on the same terms and conditions that the City of Clearwater would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the City of Clearwater all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the City of Clearwater.

**CONTRACT**

(4)

**IN WITNESS WHEREOF**, the parties to the agreement have hereunto set their hands and seals and have executed this Agreement, in duplicate, the day and year first above written.

**CITY OF CLEARWATER**

**IN PINELLAS COUNTY, FLORIDA**

By: \_\_\_\_\_  
William B. Horne, II  
City Manager

(SEAL)

Attest:

Countersigned:

\_\_\_\_\_  
Rosemarie Call  
City Clerk

By: \_\_\_\_\_  
George N. Cretekos,  
Mayor

Approved as to form:

\_\_\_\_\_  
Matthew Smith  
Assistant City Attorney

(Contractor must indicate whether Corporation, Partnership, Company or Individual.)

**SPORTS VENUE SIGNS, LLC DBA TS  
SPORTS  
(Contractor)**

By: \_\_\_\_\_ (SEAL)  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

(The person signing shall, in his own handwriting, sign the Principal's name, his own name, and his title; where the person is signing for a Corporation, he must, by Affidavit, show his authority to bind the Corporation).

**CONTRACTOR'S AFFIDAVIT FOR FINAL PAYMENT**

(CORPORATION FORM)

**STATE OF TEXAS**

**COUNTY OF DALLAS**

On this day personally appeared before me, the undersigned authority, duly authorized to administer oaths and take acknowledgments, \_\_\_\_\_, who after being duly sworn, deposes and says:

That he is the \_\_\_\_\_ (TITLE) of **SPORTS VENUE SIGNS, LLC DBA TS SPORTS**, a Texas Corporation, with its principal place of business located at 2580 Esters Blvd, Suite 200, Dallas, TX 75261 (herein, the "Contractor").

That the Contractor was the general contractor under a contract executed on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ with the **CITY OF CLEARWATER, FLORIDA**, a municipal corporation, as Owner, and that the Contractor was to perform the construction of:

**BRIGHT HOUSE NETWORKS FIELD – VIDEO BOARDS REPLACEMENT (14-0030-PR)**

That said work has now been completed and the Contractor has paid and discharged all sub-contractors, laborers and material men in connection with said work and there are no liens outstanding of any nature nor any debts or obligations that might become a lien or encumbrance in connection with said work against the described property.

That he is making this affidavit pursuant to the requirements of Chapter 713, Florida Statutes, and upon consideration of the payment of \_\_\_\_\_ (Final Full Amount of Contract) in full satisfaction and discharge of said contract.

That the Owner is hereby released from any claim which might arise out of said Contract.

The word "liens" as used in this affidavit shall mean any and all arising under the operation of the Florida Mechanic's Lien Law as set forth in Chapter 713, Florida Statutes.

Sworn and subscribed to before me

\_\_\_\_\_  
**AFFIANT**

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

BY: \_\_\_\_\_

\_\_\_\_\_  
**NOTARY PUBLIC**

My Commission Expires:

\_\_\_\_\_  
**PRESIDENT**

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

Bond No. PH1313

KNOW ALL MEN BY THESE PRESENTS, that we

TS SPORTS , 2580 Esters Boulevard, Suite 200 , Dallas, TX 75261

as Principal, hereinafter called the Principal, and

Philadelphia Indemnity Insurance Company , One Bala Plaza, Suite 100 , Bala Cynwyd, PA 19004

a corporation duly organized under the laws of the Commonwealth of Pennsylvania as Surety, hereinafter called the Surety, are held and firmly bound unto

The City of Clearwater, Purchasing Office Municipal Services Building , 100 S. Myrtle Avenue , Clearwater, FL 33756

as Obligee, hereinafter called Obligee, in the sum of

Ten Percent of the Greatest Amount Bid Dollars ( 10.00% ).

For the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for:

Bright House Networks Field - Video Boards Replacement Contract No. 14-0030-PR

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 10th day of September , 2014 .

[Signature] (Witness)

SPORTS VENUE SIGNS, LLC/DBA TS SPORTS (Principal) [Signature] (Seal) (Title)

[Signature] (Witness)

Philadelphia Indemnity Insurance Company (Surety) [Signature] (Seal) Fred A. Thetford, III , ATTORNEY-IN-FACT

**PHILADELPHIA INDEMNITY INSURANCE COMPANY**

231 St. Asaph's Rd., Suite 100  
Bala Cynwyd, PA 19004-0950

**Power of Attorney**

KNOW ALL PERSONS BY THESE PRESENTS: that **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint: **Jared Young, Fred A. Thefford, Jr., Tobin Tucker, Tom Young and Fred A. Thefford III, OF CONTRACT BOND AGENCY, LLC IN THE CITY OF FORT WORTH , STATE OF TEXAS.**

Its true and lawful Attorney(s) in fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **\$25,000,000.00**:

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY at a meeting duly called the 1<sup>st</sup> day of July, 2011.

**RESOLVED:** That the Board of Directors hereby authorizes the President or any Vice President of the Company to: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

**FURTHER RESOLVED:** That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with the respect to any bond or undertaking to which it is attached.

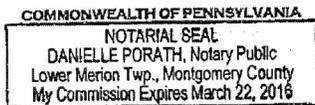
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 7<sup>TH</sup> DAY OF FEBRUARY 2013.



(Seal)

Robert D. O'Leary Jr., President & CEO  
Philadelphia Indemnity Insurance Company

On this 7<sup>th</sup> day of February 2013, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public:

residing at:

Bala Cynwyd, PA

My commission expires:

March 22, 2016

I, Craig P. Keller, Executive Vice President, Chief Financial Officer and Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 10th day of September, 2014.



Craig P. Keller, Executive Vice President, Chief Financial Officer & Secretary  
**PHILADELPHIA INDEMNITY INSURANCE COMPANY**

## IMPORTANT NOTICE

To obtain information or make a complaint:  
You may call the Surety's toll free telephone  
number for information or to make a  
complaint at:

**1-877-438-7459**

You may also write Philadelphia Indemnity  
Insurance Company at:

One Bala Plaza, Suite 100  
Bala Cynwyd, PA 19004  
Attention: Senior Vice President and  
Director of Surety

You may contact the Texas Department of  
Insurance to obtain information on  
companies, coverage, rights or complaints  
at:

**1-800-252-3439.**

You may write the Texas Department of  
Insurance at:

P.O. Box 149104  
Austin, TX 78714-9104  
Fax# 512-475-1771  
Web: <http://www.tdi.state.tx.us>  
Email: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

**PREMIUM OR CLAIM DISPUTES:** Should  
you have a dispute concerning your  
premium or about a claim, you should  
contact the Surety first. If the dispute is not  
resolved, you may contact the Texas  
Department of Insurance.

**ATTACH THIS NOTICE TO YOUR POLICY:**  
This notice is for information only and does  
not become a part or condition of the  
attached document.

## ADVISO IMPORTANTE

Para obtener informacion o para someter una  
queja: Usted puede llamar al numero de  
telefono gratis de para informacion o para  
someter una queja al:

**1-877-438-7459**

Usted tambien puede escribir a Philadelphia  
Indemnity Insurance Company at:

One Bala Plaza, Suite 100  
Bala Cynwyd, PA 19004  
Attention: Senior Vice President and  
Director of Surety

Puede comunicarse con el Departamento de  
Seguros de Texas para obtener informacion  
acerca de companias, coberturas, derechos  
o quejas al:

**1-800-252-3439**

Puede escribir al Departamento de Seguros  
de Texas:

P.O. Box 149104  
Austin, TX 78714-9104  
Fax# 512-475-1771  
Web: <http://www.tdi.state.tx.us>  
Email: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

**DISPUTAS SOBRE PRIMAS O  
RECLAMOS:** Si tiene una disputa  
concerniente a su prima o a un reclamo,  
debe comunicarse con el Surety primero. Si  
no se resuelve la disputa, puede entonces  
comunicarse con el departamento (TDI).

**UNA ESTE AVISO A SU POLIZA:** Este  
aviso es solo para proposito de informacion  
y no se convierte en parte o condicion del  
documento adjunto.

**PROPOSAL BOND**

(Not to be filled out if a certified check is submitted)

**KNOWN ALL MEN BY THESE PRESENTS:** That we, the undersigned, \_\_\_\_\_  
\_\_\_\_\_ as Principal, and \_\_\_\_\_  
\_\_\_\_\_ as Surety, who's address is \_\_\_\_\_  
\_\_\_\_\_, are held and firmly bound unto the  
City of Clearwater, Florida, in the sum of \_\_\_\_\_ Dollars  
(\$ \_\_\_\_\_) (being a minimum of 10% of Contractor's total bid amount) for the payment of  
which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors,  
administrators, successors and assigns.

The condition of the above obligation is such that if the attached Proposal of \_\_\_\_\_  
\_\_\_\_\_ as Principal, and \_\_\_\_\_ as Surety,  
for work specified as: \_\_\_\_\_

\_\_\_\_\_ as stipulated in said Proposal, by doing all work incidental thereto, in accordance with the plans and specifications provided herefor, all within Pinellas County, is accepted and the contract awarded to the above named bidder, and the said bidder shall within ten days after notice of said award enter into a contract, in writing, and furnish the required Performance Bond with surety or sureties to be approved by the City Manager, this obligation shall be void, otherwise the same shall be in full force and virtue by law and the full amount of this Proposal Bond will be paid to the City as stipulated or liquidated damages.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Principal must indicate whether corporation, partnership, company or individual)

\_\_\_\_\_  
\_\_\_\_\_  
Principal

By: \_\_\_\_\_  
Title

\_\_\_\_\_  
\_\_\_\_\_  
Surety

(The person signing shall, in his own handwriting, sign the Principal's name, his own name, and his title; where the person is signing for a Corporation, he must, by Affidavit, show his authority to bind the Corporation).

**AFFIDAVIT**

(To be filled in and executed if the bidder is a corporation)

STATE OF TEXAS )

COUNTY OF DALLAS )

GARRY WALDRUM being duly sworn, deposes and says that he/she is Secretary of TS SPORTS a corporation organized and existing under and by virtue of the laws of the State of Texas, and having its principal office at:

2580 Esters Blvd. Bldg 200 Dallas Dallas TX  
(Street & Number) (City) (County) (State)

Affiant further says that he is familiar with the records, minute books and by-laws of TS SPORTS (Name of Corporation)

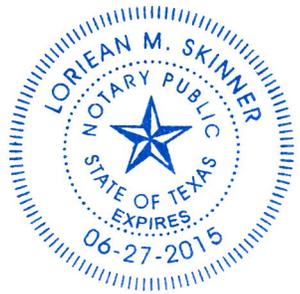
Affiant further says that GARRY WALDRUM is PRESIDENT  
(Officer's Name) (Title)  
of the corporation, is duly authorized to sign the Proposal for TS SPORTS  
or said corporation by virtue of BY LAWS

(state whether a provision of by laws or a Resolution of Board of Directors. If by Resolution give date of adoption).

[Signature]  
Affiant

Sworn to before me this 9<sup>th</sup> day of September, 2014.

Loriean M Skinner  
Notary Public



Loriean M Skinner  
Type/print/stamp name of Notary

N/A  
Title or rank, and Serial No., if any

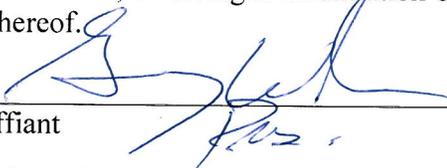
**NON COLLUSION AFFIDAVIT**

STATE OF TEXAS )

COUNTY OF DALLAS )

GARRY WALDRUM being, first duly sworn, deposes and says that he is  
PRESIDENT of TS SPORTS,

the party making the foregoing Proposal or Bid; that such Bid is genuine and not collusive or sham: that said bidder is not financially interested in or otherwise affiliated in a business way with any other bidder on the same contract; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidders or person, to put in a sham bid or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price, or that of any other bidder, or to secure any advantage against the City of Clearwater, Florida, or any person or persons interested in the proposed contract; and that all statements contained in said proposal or bid are true; and further, that such bidder has not directly or indirectly submitted this bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

  
\_\_\_\_\_  
Affiant

Sworn to and subscribed before me this 9<sup>th</sup> day of September, 20 14.

  
\_\_\_\_\_  
Notary Public



**PROPOSAL**

(1)

**TO THE CITY OF CLEARWATER, FLORIDA, for**

**BRIGHT HOUSE NETWORKS FIELD – VIDEO BOARDS REPLACEMENT (14-0030-PR)**

and doing such other work incidental thereto, all in accordance with the contract documents, marked

**BRIGHT HOUSE NETWORKS FIELD – VIDEO BOARDS REPLACEMENT (14-0030-PR)**

Every bidder must take notice of the fact that even though his proposal be accepted and the documents signed by the bidder to whom an award is made and by those officials authorized to do so on behalf of the City of Clearwater, Florida, that no such award or signing shall be considered a binding contract without a certificate from the Finance Director that funds are available to cover the cost of the work to be done, or without the approval of the City Attorney as to the form and legality of the contract and all the pertinent documents relating thereto having been approved by said City Attorney; and such bidder is hereby charged with this notice.

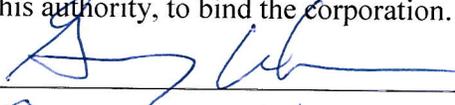
The signer of the Proposal, as bidder, also declares that the only person, persons, company or parties interested in this Proposal, are named in this Proposal, that he has carefully examined the Advertisement, Instructions to Bidders, Contract Specifications, Plans, Supplemental Specifications, General Conditions, Special Provisions, and Contract Bond, that he or his representative has made such investigation as is necessary to determine the character and extent of the work and he proposes and agrees that if the Proposal be accepted, he will contract with the City of Clearwater, Florida, in the form of contract; hereto annexed, to provide the necessary labor, materials, machinery, equipment, tools or apparatus, do all the work required to complete the contract within the time mentioned in the General Conditions and according to the requirements of the City of Clearwater, Florida, as herein and hereinafter set forth, and furnish the required surety bonds for the following prices to wit:



**PROPOSAL**

(3)

The person signing shall, in his own handwriting, sign the Principal's name, his own name and his title. Where the person signing for a corporation is other than the President or Vice President, he must, by affidavit, show his authority, to bind the corporation.

Principal: 

By: Garry Waldrom Title: Pres. L

Business Address of Bidder: 2580 ESTERS BLVD. BLDG. 200

City and State: DALLAS, TEXAS Zip Code 75261

Dated at 4:00, this 9TH day of SEPTEMBER, A.D., 2014.

**CITY OF CLEARWATER**  
**ADDENDUM SHEET**

**PROJECT: BRIGHT HOUSE NETWORKS FIELD – VIDEO BOARDS REPLACEMENT**  
**(14-0030-PR)**

Acknowledgment is hereby made of the following addenda received since issuance of Plans and Specifications.

Addendum No. <u>  1  </u>	Date: <u>  8/13/14  </u>
Addendum No. <u>  2  </u>	Date: <u>  8/19/14  </u>
Addendum No. <u>  3  </u>	Date: <u>  8/27/14  </u>
Addendum No. <u>  4  </u>	Date: <u>  9/4/14  </u>
Addendum No. <u>  5  </u>	Date: <u>  9/5/14  </u>
Addendum No. <u>      </u>	Date: <u>          </u>
Addendum No. <u>      </u>	Date: <u>          </u>
Addendum No. <u>      </u>	Date: <u>          </u>
Addendum No. <u>      </u>	Date: <u>          </u>
Addendum No. <u>      </u>	Date: <u>          </u>
Addendum No. <u>      </u>	Date: <u>          </u>

TS Sports  
(Name of Bidder)

  
(Signature of Officer)

President  
(Title of Officer)

September 9, 2014  
(Date)

**BIDDER'S PROPOSAL**

**PROJECT: BRIGHT HOUSE NETWORKS FIELD – VIDEO BOARDS REPLACEMENT  
(14-0030-PR)**

CONTRACTOR: TS SPORTS

BIDDER'S GRAND TOTAL: \$ ~~570,130.00~~ \$569,690 *JS* (Numbers)

BIDDER'S GRAND TOTAL: ~~five hundred seventy thousand one hundred thirty dollars and xx/100~~  
FIVE HUNDRED SIXTY-NINE THOUSAND SIX HUNDRED NINETY DOLLARS + XX/100 *JS*  
(Words)

**SEE BID TAB ON NEXT PAGE**

**BID OPTION NO. 1**

Item No.	DESCRIPTION	QUANTITY	UNIT	TOTAL PRICE
1.	<p><b>Bid Option No. 1</b></p> <p>Left field main display assembly (see Ewing Cole Sketch SK-1)</p> <p>Scoring control console</p> <p>Video scoring display control system</p> <p>Baseline fascia at right field. (see Ewing Cole Sketch SK-3)</p> <p>Time and temperature display (new)</p> <p>Naming rights, facility or team identification signage.(existing to remain)</p> <p>Inspection, testing, evaluating all existing steel and foundation supporting current video display and signage elements.</p> <p>Engineering the existing steel support system including any reinforcing required to support new video board and new or existing signage elements.</p> <p>Cleaning and coating steel with high performance painting system (minimum 10 year warranty) for local environmental conditions.</p> <p>All electrical, mechanical and structural engineering and construction elements for new display</p> <p>All professional engineering services by a registered professional structural, electrical and mechanical engineer in the State of Florida including obtaining all permitting requirements</p> <p>The bid price is for a total system to comply with specifications inclusive of design, labor, material, testing inspection, engineering, demolition, new installation, performance, warranty, stock material, etc. in compliance with the specifications The bid price includes contractor's overhead, profit, fees, taxes, all insurance and general conditions related costs</p>			
		<b>Unit Cost</b>	<b>Quantity</b>	<b>Price</b>
1.a.	Display Price	\$195,000	1	\$ 195,000
1.b.	Control System Price	\$ 64,800	1	\$ 64,800
1.c.	Installation Price	\$172,000	1	\$ 172,000
1.d.	<b>Subtotal of Bid Option No. 1 (Items 1.a. – 1.c.)</b>			\$ 431,800
2.	Include repairs as required to the existing scoreboard framing per Bright House Field Structural Assessment of the Scoreboard Framing recommendations, report by McCarthy & Associates, Inc dated July 15, 2014	1	Lump Sum	\$ 4,800
3.	<p>Warranty, Operation &amp; Maintenance and Spare Parts:</p> <p>Maintain spare parts inventory on-site as listed in this specification from end of initial warranty period through year 10 of display life. Within 72 hours of notification that spare part has been used, that part (excluding bulbs) shall be replaced by the service representative/manufacturer.</p> <p>The Owner may elect to develop a new purchase order upon completion of the major construction and training of equipment sessions is complete of the project and transfer remain funds of the following items to a new purchase order. The following items represent major components and does not alleviate the contractor of their obligations as dictated in the scope of work and specifications of the construction documents.</p> <p>Final Acceptance shall occur after the displays have functioned without failure for:</p>			
		<b>Unit Cost</b>	<b>Quantity</b>	<b>Price</b>
3.a.	Soft opening events:	\$ 300	3	\$ 900
3.b.	Phillies Spring Training Games	\$ 300	5	\$ 1,500
3.c.	Clearwater Threshers Games	\$ 300	5	\$ 1,500
3.d.	Warranty, labor & materials for five years, within the warranty period, answer service calls within 1 hour, and correct the problem within twenty four hours. Provide local representation with service personnel available upon call within 3 hours prior to an event and throughout the time of the event.	\$ N/A	5	\$ 12,600

**BID OPTION NO. 1 (continued)**

3.e.	Preventative inspections and cleaning, preventative inspections shall occur 30 days before the start of each warranted season	\$600	5	\$ 3,000	
3.f.	As part of the inspection, clean or wash all LED displays installed under this scope in years 3 and 5.	\$ 3,000	2	\$ 6,000	
3.f Cont'd.	Spare Parts: The Video Board Contractor shall be required to provide spare part as a requirement to this project and stored on site by the Owner for utilization for the duration of the maintenance by the Video Board Contractor. These spare parts are described in the Technical Specification developed by Ewing Cole Section 11 63 10 – VIDEO, SCORING AND MATRIX DISPLAY SYSTEM and are included in the in the following sections listed below. The Video Board Contractor shall verify all the spare part is included, if there is a discrepancy between the technical specifications and the bill of quantities shall be brought to the attention of the Owner/Engineer.  PHYSICAL DESIGN CRITERIA - Unless otherwise noted the following is the requirement for Spares throughout the Scoring and Matrix system (as referenced in Section IVa, 2.2):				
		<b>Quantity</b>	<b>Unit</b>	<b>Price</b>	
3.g.	Provide 10% (or four (4) if 10% is less than four (4)) spare parts of lighting units, lamps, LED modules, processors, power supplies, fans, and elements, including cables, jigs and the like. (as referenced in Section IVa, 2.2, M.):	1	Lump Sum	\$ Included	
3.h.	Provide two (2) spare printed circuit cards and transmit/receive interface of each type used in the system.	1	Lump Sum	\$ Included	
3.i.	Provide 25% spares of any air filters—after final acceptance.	1	Lump Sum	\$ Included	
3.j.	Provide extenders where required for service and maintenance of equipment.	1	Lump Sum	\$ Included	
3.k.	A minimum of one of any specialized or custom tool required for maintenance of the display.	1	Lump Sum	\$ Included	
3.l.	Provide lockable; weatherized storage cabinets within scoreboard enclosure (where available for that display) for storage of spare parts inventory. Storage cabinet to include laminated parts list of each item included in cabinet inventory attached to lid/door of cabinet.	1	Lump Sum	\$ 600	
3.m.	Redundant Fiber Optic Line 12 strand and conduit	1	Lump Sum	\$ 8,400	All Exposed
3.n.	<b>Subtotal of Warranty, Operation &amp; Maintenance and Spare Parts (Items 3.a. – 3.m.)</b>				<del>\$ 34,900.00</del>
4.	LED DISPLAYS - Electronic connection between replay system and LED video boards. Include electronics required at Control Room and video display to accept appropriate cabling. One complete backup set of transmitters and receivers shall be provided. (as referenced in Section IVa, 2.3):	1	Lump Sum	\$ Included	
5.	VIDEO DISPLAY CONTROL COMPONENTS - Spares: Provide one set of back-up disks of all software. (as referenced in Section IVa, 2.4):	1	Lump Sum	\$ Included	
6.	DISPLAY CONTROL COMPONENTS - Spares: Provide one set of back-up disks of all software. (as referenced in Section IVa, 2.5):	1	Lump Sum	\$ Included	
7.	CONTROL CABLING (as referenced in Section IVa, 2.11):				
7.a.	Provide a single spare for each transceiver (line driver) type used by the scoring/matrix system.	1	Lump Sum	\$ Included	
7.b.	Provide back-up to any cabling sufficient to maintain game in progress clock functions/displays. Provide one spare cable of each type to each display. It is not acceptable to use spare pairs within the Same cable.	1	Lump Sum	\$ Included	
8.	Provide cost for development of material submittals; shop drawings (signed scaled structural engineering, mechanical, electrical drawings); correction of shop drawings after review by Ewing Cole, processing drawings for Building Permit with City of Clearwater Building Department and collection of Building Permit this process shall begin upon notice to Video Board Contractor intent to award contract for and after Pre-Construction Meeting an actual Award of Contract by City Council	1	Lump Sum	\$ 4,800	

*Handwritten:* \$34,500  
EW

BID OPTION NO. 1 (continued)		
9.	SUB-TOTAL OF BID OPTION NO. 1 (Items 1-8 above)	\$ 476,300.00
10.	*10% CONTINGENCY	\$ 47,630.00
11.	TOTAL AMOUNT OF BID OPTION NO. 1 (Items 9 & 10)	\$ 523,930.00

475,900  
 47,510  
 523,410  
 BW

If the decision making committee decides to add Payment and Performance Bonds please add the following:  
 Bid Option #1 Add: \$ 9,000

If taxes are selected for the projects please add 7%  
 Add: \$ 36,673

BID OPTION NO. 2				
Item No.	DESCRIPTION	QUANTITY	UNIT	TOTAL PRICE
1.	All scope elements for <b>Bid Option No. 1</b> except as follows: <ul style="list-style-type: none"> <li>- Provide new structural steel instead of using the existing steel support.</li> <li>- All steel shall be prepared and painted with high performance painting system with a minimum of 10 year labor and material warranty.</li> <li>- The Bid Option No. 2 price is for a total system to comply with specifications inclusive of design, labor, material, testing inspection, engineering, demolition, new installation, performance, warranty, stock material, etc. in compliance with the specifications. The bid price includes contractor's overhead, profit, fees, taxes, all insurance and general conditions related costs.</li> </ul>	1	Lump Sum	\$ 513,700
2.	<b>SUB-TOTAL OF BID OPTION NO. 2</b>			\$ 513,700.00
3.	<b>*10% CONTINGENCY</b>			\$ 51,370.00
4.	<b>TOTAL AMOUNT OF BID OPTION NO. 2 (Items 2 &amp; 3)</b>			<del>\$ 575,070.00</del>

565,070  
*[Signature]*

If the decision making committee decides to add Payment and Performance Bonds please add the following:  
 Bid Option #2 Add: \$ 9,500

If taxes are selected for the projects please add 7%  
 Add: \$ 40,300

<b>ADDITIVE ALTERNATE NO. 1</b> (May be chosen for Bid Option No. 1 or Bid Option No. 2) <b>Approval by the Owner and Engineer is Required Prior to Proceeding</b>					
Item No.	DESCRIPTION				TOTAL PRICE
1.	Provide warranty including labor, equipment and materials to cover years 6 through 10	Unit Cost	Quantity	Price	
1.a.	Warranty, labor & materials for five years, within the extended warranty period, answer service calls within 1 hour, and correct the problem within twenty four hours. Provide local representation with service personnel available upon call within 3 hours prior to an event and throughout the time of the event.	\$4,000	5	\$ 20,000	
1.b.	Preventative inspections and cleaning, preventative inspections shall occur 30 days before the start of each warranted season	\$ 1,200	5	\$ 6,000	
1.c.	As part of the inspection, clean or wash all LED displays installed under this scope in years 7 and 10.	\$ 3,000	2	\$ 6,000	
1.d.	Sub-total of Items 1.a.-1.c.				\$ 32,000
2.	<b>SUB-TOTAL OF ADDITIVE ALTERNATE NO. 1 (Item 1.d.)</b>				\$ 32,000.00
3.	<b>*10% CONTINGENCY</b>				\$ 3,200.00
4.	<b>TOTAL AMOUNT OF ADDITIVE ALTERNATE NO. 1 (Items 2 &amp; 3)</b>				\$ 35,200.00

If the decision making committee decides to add Payment and Performance Bonds please add the following:  
 Additive Alternate No. 1 Add: \$ 500

**ADDITIVE ALTERNATE NO. 2**

**(May be chosen for Bid Option No. 1 or Bid Option No. 2)**

**Approval by the Owner and Engineer is Required Prior to Proceeding**

Item No.	DESCRIPTION	QUANTITY	UNIT		TOTAL PRICE
1.a.	<p>Service Contract for parts and labor for Years 6 through 10 for the scope of work covered under 10 63 10. Pricing shall remain in effect until the end of the warranty period or until the Owner accepts or declines this service contract whichever occurs first. The Owner may elect to develop a new purchase order upon completion of the major construction and training of equipment sessions is complete of the project and transfer remain funds of the following items to a new purchase order. The following items represent major component and does not alleviate the contractor of their obligations as dictated in the scope of work and specifications of the construction documents.</p> <p>Requirement of service contract: All cost for US factory parts repair or replacement shall included.</p> <ul style="list-style-type: none"> <li>- Following expiration of warranty period, Owner will removed failed components from display (scoring or video) and ship, at Owner's expense, to US repair depot.</li> <li>-- Installer (or installer's Supplier) shall repair or replace components and ship to Owner, at installer's expense using next-day delivery for Tuesday to Saturday deliveries (in Clearwater, Florida). Installer shall ship repair parts, within 24hours to request of Owner, prior to their receipt of failed part.</li> <li>- Repair and return shipment shall be in a timely fashion to maintain display operations.</li> <li>- In the event of parts failure of more than 5% of display(s), the installer shall dispatch to the site, at installer's cost, factory technicians to assess the cause, and means of returning to operation. Site visit timing shall be coordinated with Owner, and in the event that adequate notice is provided (36-48 hours), shall be provided prior to stadium events where more than 50% of the facilities seating capacity is expected.</li> </ul>	1	Lump Sum		\$ 10,000
		Unit Cost	Quantity	Price	
1.b.	- Warranty, labor & materials for years 6 - 10, within the warranty period, answer service calls within 1 hour, and correct the problem within twenty four hours. Provide local representation with service personnel available upon call within 3 hours prior to an event and throughout the time of the event	\$ 4,000	5	\$ 20,000	
1.c.	- Preventative inspections and cleaning, preventative inspections shall occur 30 days before the start of each warranted season	\$ 1,200	5	\$ 6,000	
1.d.	- As part of the inspection, clean or wash all LED displays installed under this scope in years 7 and 10.	\$ 3,000	2	\$ 6,000	
1.e.	<b>Subtotal of Items 1.a.-1.d.</b>				\$
2.	<b>SUB-TOTAL OF ADDITIVE ALTERNATE NO. 2 (Item 1.e.)</b>				\$ 42,000.00
3.	<b>*10% CONTINGENCY</b>				\$ 4,200.00
4.	<b>TOTAL AMOUNT OF ADDITIVE ALTERNATE NO. 2 (Items 2 &amp; 3)</b>				\$ 46,200.00

If the decision making committee decides to add Payment and Performance Bonds please add the following:  
Additive Alternate No. 2 Add: \$ 500

**BID OPTION NO. 3**

Item No.	DESCRIPTION	QUANTITY	UNIT	TOTAL PRICE
1.	<p><b>Bid Option No. 3</b></p> <p>Left field main display assembly (see Ewing Cole Sketch SK-2)</p> <p>Scoring control console</p> <p>Video scoring display system</p> <p>Baseline fascia at right field. (see Ewing Cole Sketch SK-3)</p> <p>New temperature and time control</p> <p><b>New naming rights, facility or team identification signage. Reuse Existing</b></p> <p>Inspection, testing, evaluating all existing steel and foundation supporting current video display and signage elements.</p> <p>Engineering the existing steel support system including any reinforcing required to support new video board and new or existing signage elements.</p> <p>Cleaning and coating steel with high performance painting system (minimum 10 year warranty) for local environmental conditions.</p> <p>All electrical, mechanical and structural engineering and construction elements for new display.</p> <p>All professional engineering services by a registered professional structural, electrical and mechanical engineer in the State of Florida including obtaining all permits.</p> <p>The bid price is for a total system to comply with specifications inclusive of design, labor, material, testing inspection, engineering, demolition, new installation, performance, warranty, stock material, etc. in compliance with the specifications. The bid price includes contractor's overhead, profit, fees, taxes, all insurance and general conditions related costs</p>			
		<b>Unit Cost</b>	<b>Quantity</b>	<b>Price</b>
1.a.	Display Price	\$219,000	1	\$ 219,000
1.b.	Control System Price	\$ 64,800	1	\$ 64,800
1.c.	Installation Price	\$202,000	1	\$202,000
<b>1.d.</b>	<b>Subtotal of Bid Option No. 1 (Items 1.a. – 1.c.)</b>			<b>\$ 485,800</b>
2.	<p>Include repairs as required to the existing scoreboard framing per Bright House Field Structural Assessment of the Scoreboard Framing recommendations, report by McCarthy &amp; Associates, Inc dated July 15, 2014</p>	1	Lump Sum	\$ 4,800
3.	<p>Warranty, Operation &amp; Maintenance and Spare Parts:</p> <p>Maintain spare parts inventory on-site as listed in this specification from end of initial warranty period through year 10 of display life. Within 72 hours of notification that spare part has been used, that part (excluding bulbs) shall be replaced by the service representative/manufacturer.</p> <p>The Owner may elect to develop a new purchase order upon completion of the major construction and training of equipment sessions is complete of the project and transfer remain funds of the following items to a new purchase order. The following items represent major components and does not alleviate the contractor of their obligations as dictated in the scope of work and specifications of the construction documents.</p> <p>Final Acceptance shall occur after the displays have functioned without failure for:</p>			
		<b>Unit Cost</b>	<b>Quantity</b>	<b>Price</b>
3.a.	Soft opening events:	\$ 300	3	\$ 900
3.b.	Phillies Spring Training Games	\$ 300	5	\$ 1,500
3.c.	Clearwater Threshers Games	\$ 300	5	\$ 1,500

**BID OPTION NO. 3 (continued)**

3.d.	Warranty, labor & materials for five years, within the warranty period, answer service calls within 1 hour, and correct the problem within twenty four hours. Provide local representation with service personnel available upon call within 3 hours prior to an event and throughout the time of the event.	\$ N/A	5	\$ 12,600	
3.e.	Preventative inspections and cleaning, preventative inspections shall occur 30 days before the start of each warranted season	\$ 600	5	\$ 3,000	
3.f.	As part of the inspection, clean or wash all LED displays installed under this scope in years 3 and 5.	\$ 3,000	2	\$ 6,000	
3.f. cont' d.	Spare Parts: The Video Board Contractor shall be required to provide spare part as a requirement to this project and stored on site by the Owner for utilization for the duration of the maintenance by the Video Board Contractor. These spare parts are described in the Technical Specification developed by Ewing Cole Section 11 63 10 – VIDEO, SCORING AND MATRIX DISPLAY SYSTEM and are included in the in the following sections listed below. The Video Board Contractor shall verify all the spare part is included, if there is a discrepancy between the technical specifications and the bill of quantities shall be brought to the attention of the Owner/Engineer.  PHYSICAL DESIGN CRITERIA - Unless otherwise noted the following is the requirement for Spares throughout the Scoring and Matrix system (as referenced in Section IVa, 2.2):				
		<b>Quantity</b>	<b>Unit</b>	<b>Price</b>	
3.g.	Provide 10% (or two (4) if 10% is less than two (4)) spare parts of lighting units, lamps, LED modules, processors, power supplies, fans, and elements, including cables, jigs and the like. (as referenced in Section IVa, 2.2, M.):	1	Lump Sum	\$ Included	
3.h.	Provide two (2) spare printed circuit cards and transmit/receive interface of each type used in the system.	1	Lump Sum	\$ Included	
3.i.	Provide 25% spares of any air filters— after final acceptance.	1	Lump Sum	\$ Included	
3.j.	Provide extenders where required for service and maintenance of equipment.	1	Lump Sum	\$ Included	
3.k.	A minimum of one of any specialized or custom tool required for maintenance of the display.	1	Lump Sum	\$ Included	
3.l.	Provide lockable; weatherized storage cabinets within scoreboard enclosure (where available for that display) for storage of spare parts inventory. Storage cabinet to include laminated parts list of each item included in cabinet inventory attached to lid/door of cabinet.	1	Lump Sum	\$ 600	
3.m.	Redundant Fiber Optic Line 12 strand and conduit	1	Lump Sum	\$ 8,400	
3.n.	<b>Subtotal of Warranty, Operation &amp; Maintenance and Spare Parts (Items 3.a. – 3.m.)</b>				<del>\$ 34,900</del>
4.	LED DISPLAYS - Electronic connection between replay system and LED video boards. Include electronics required at Control Room and video display to accept appropriate cabling. One complete backup set of transmitters and receivers shall be provided. (as referenced in Section IVa, 2.3):	1	Lump Sum	\$ Included	
5.	VIDEO DISPLAY CONTROL COMPONENTS - Spares: Provide one set of back-up disks of all software. (as referenced in Section IVa, 2.4):	1	Lump Sum	\$ Included	
6.	DISPLAY CONTROL COMPONENTS - Spares: Provide one set of back-up disks of all software. (as referenced in Section IVa, 2.5):	1	Lump Sum	\$ Included	
7.	CONTROL CABLING (as referenced in Section IVa, 2.11):				
7.a.	Provide a single spare for each transceiver (line driver) type used by the scoring/matrix system.	1	Lump Sum	\$ Included	
7.b.	Provide back-up to any cabling sufficient to maintain game in progress clock functions/displays. Provide one spare cable of each type to each display. It is not acceptable to use spare pairs within the Same cable.	1	Lump Sum	\$ Included	

\$34,500  
AW

<b>BID OPTION NO. 3 (continued)</b>			
8.	Provide cost for development of material submittals; shop drawings (signed sealed structural engineering, mechanical, electrical drawings); correction of shop drawings after review by Ewing Cole, processing drawings for Building Permit with City of Clearwater Building Department and collection of Building Permit this process shall begin upon notice to Video Board Contractor intent to award contract for and after Pre-Construction Meeting an actual Award of Contract by City Council	1	Lump Sum \$ 4,800
9.	<b>SUB-TOTAL OF BID OPTION NO. 3 (Items 1-8 above)</b>		<del>\$ 531,100.00</del> 529,900
10.	<b>*10% CONTINGENCY</b>		<del>\$ 53,110.00</del> 52,990
11.	<b>TOTAL AMOUNT OF BID OPTION NO. 3 (Items 9 &amp; 10)</b>		<del>\$ 584,210.00</del> 582,890

If the decision making committee decides to add Payment and Performance Bonds please add the following:  
 Bid Option #3 Add: \$10,000

If taxes are selected for the projects please add 7%  
 Add: \$ 40,894

<b>BID OPTION NO. 4</b>				
<b>Item No.</b>	<b>DESCRIPTION</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>TOTAL PRICE</b>
1.	All scope elements for <b>Bid Option No. 3</b> except as follows: <ul style="list-style-type: none"> <li>• Provide new structural steel instead of using the existing steel support.</li> <li>• All steel shall be prepared and painted with high performance painting system with a minimum of 10 year labor and material warranty.</li> <li>• The Bid Option No. 4 price is for a total system to comply with specifications inclusive of design, labor, material, testing inspection, engineering, demolition, new installation, performance, warranty, stock material, etc. in compliance with the specifications. The bid price includes contractor's overhead, profit, fees, taxes, all insurance and general conditions related costs.</li> </ul>	1	Lump Sum	\$ 567,700
2.	<b>SUB-TOTAL OF BID OPTION NO. 4</b>			\$ 567,700.00
3.	<b>*10% CONTINGENCY</b>			\$ 56,770.00
4.	<b>TOTAL AMOUNT OF BID OPTION NO. 4 (Items 2 &amp; 3)</b>			\$624,470.00

If the decision making committee decides to add Payment and Performance Bonds please add the following:  
 Bid Option #4 Add: \$12,000

If taxes are selected for the projects please add 7%  
 Add: \$ 43,713

**ADDITIVE ALTERNATE NO. 3****(May be chosen for Bid Option No. 3 or Bid Option No. 4) \*****Approval by the Owner and Engineer is Required Prior to Proceeding**

<b>Item No.</b>	<b>DESCRIPTION</b>			<b>TOTAL PRICE</b>
1.	Provide warranty including labor, equipment and materials to cover years 6 through 10			
		<b>Unit Cost</b>	<b>Quantity</b>	<b>Price</b>
1.a.	Warranty, labor & materials for five years, within the extended warranty period, answer service calls within 1 hour, and correct the problem within twenty four hours. Provide local representation with service personnel available upon call within 3 hours prior to an event and throughout the time of the event.	\$ 4,000	5	\$ 20,000
1.b.	Preventative inspections and cleaning, preventative inspections shall occur 30 days before the start of each warranted season	\$ 1,200	5	\$ 6,000
1.c.	As part of the inspection, clean or wash all LED displays installed under this scope in years 7 and 10.	\$ 3,000	2	\$ 6,000
1.d.	<b>Sub-total of Items 1.a.-1.c.</b>			<b>\$ 32,000</b>
2.	<b>SUB-TOTAL OF ADDITIVE ALTERNATE NO. 3 (Item 1.d.)</b>			<b>\$ 32,000.00</b>
3.	<b>*10% CONTINGENCY</b>			<b>\$ 3,200.00</b>
4.	<b>TOTAL AMOUNT OF ADDITIVE ALTERNATE NO. 3 (Items 2 &amp; 3)</b>			<b>\$ 35,200.00</b>

If the decision making committee decides to add Payment and Performance Bonds please add the following:  
 Additive Alternate No. 3 Add: \$500

**ADDITIVE ALTERNATE NO. 4**

(May be chosen for Bid Option No. 3 or Bid Option No. 4)

**Approval by the Owner and Engineer is Required Prior to Proceeding**

Item No.	DESCRIPTION	QUANTITY	UNIT		TOTAL PRICE
1.a.	<p>Service Contract for parts and labor for Years 6 through 10 for the scope of work covered under 10 63 10. Pricing shall remain in effect until the end of the warranty period or until the Owner accepts or declines this service contract whichever occurs first. The Owner may elect to develop a new purchase order upon completion of the major construction and training of equipment sessions is complete of the project and transfer remain funds of the following items to a new purchase order. The following items represent major component and does not alleviate the contractor of their obligations as dictated in the scope of work and specifications of the construction documents.</p> <p>Requirement of service contract:                      All cost for US factory parts repair or replacement shall included.</p> <ul style="list-style-type: none"> <li>- Following expiration of warranty period, Owner will removed failed components from display (scoring or video) and ship, at Owner's expense, to US repair depot.</li> <li>- Installer (or installer's Supplier) shall repair or replace components and ship to Owner, at installer's expense using next-day delivery for Tuesday to Saturday deliveries (in Clearwater, Florida). Installer shall ship repair parts, within 24hours to request of Owner, prior to their receipt of failed part.</li> <li>- Repair and return shipment shall be in a timely fashion to maintain display operations.</li> <li>- In the event of parts failure of more than 5% of display(s), the installer shall dispatch to the site, at installer's cost, factory technicians to assess the cause, and means of returning to operation. Site visit timing shall be coordinated with Owner, and in the event that adequate notice is provided (36-48 hours), shall be provided prior to stadium events where more than 50% of the facilities seating capacity is expected.</li> </ul>	1	Lump Sum		\$ 10,000
		Unit Cost	Quantity	Price	
1.b.	- Warranty, labor & materials for years 6 - 10, within the warranty period, answer service calls within 1 hour, and correct the problem within twenty four hours. Provide local representation with service personnel available upon call within 3 hours prior to an event and throughout the time of the event	\$4,000	5	\$ 20,000	
1.c.	- Preventative inspections and cleaning, preventative inspections shall occur 30 days before the start of each warranted season	\$ 1,200	5	\$ 6,000	
1.d.	- As part of the inspection, clean or wash all LED displays installed under this scope in years 7 and 10.	\$ 3,000	2	\$ 6,000	
1.e.	<b>Subtotal of Items 1.a.-1.d.</b>				\$ 42,000
2.	<b>SUB-TOTAL OF ADDITIVE ALTERNATE NO. 4 (Item 1.e.)</b>				\$ 42,000.00
3.	<b>*10% CONTINGENCY</b>				\$ 4,200.00
4.	<b>TOTAL AMOUNT OF ADDITIVE ALTERNATE NO. 4 (Items 2 &amp; 3)</b>				\$ 46,200.00

If the decision making committee decides to add Payment and Performance Bonds please add the following:  
 Additive Alternate No. 4 Add: \$500

BIDDER'S GRAND TOTAL		
10% Bid Proposal Bond shall be calculated based on Bidder's Grand Total		
Item No.	DESCRIPTION	AMOUNT
1.	Total Amount of Bid Option No. 1	<del>\$ 523,930.00</del> \$523,490
2.	Total Amount of Additive Alternate No. 2	\$ 46,200.00
3.	<b>BIDDER'S GRAND TOTAL (Items 1-2)</b>	<del>\$ 570,130.00</del> \$569,690

*Handwritten initials*

THE BIDDER'S GRAND TOTAL ABOVE IS HIS TOTAL BID BASED ON HIS UNIT PRICES AND LUMP SUM PRICES AND THE ESTIMATED QUANTITIES REQUIRED FOR EACH SECTION. THIS FIGURE IS FOR INFORMATION ONLY AT THE TIME OF OPENING BIDS. THE CITY WILL MAKE THE TABULATION FROM THE UNIT PRICES AND LUMP SUM PRICE BID. IF THERE IS AN ERROR IN THE TOTAL BY THE BIDDER, IT SHALL BE CHANGED AS ONLY THE UNIT PRICES AND LUMP SUM PRICE SHALL GOVERN.

\*CONTINGENCY LINE ITEM SHALL ONLY BE UTILIZED FOR ITEMS NOT IN THE SCOPE OF WORK AS OUTLINED IN THE BID PACKAGE, UTILIZATION OF CONTINGENCY FUND MUST BE IN WRITING BY THE CONTRACTOR OF ITEMS NOT INCLUDED IN THE BIDDING PACKAGE TO THE OWNER FOR ADDITIONAL SCOPE OF WORK AND APPROVED IN WRITING BY THE OWNER IN THE UTILIZATION OF THE CONTINGENCY FUNDS. CONTINGENCY FUNDS NOT UTILIZED IN THE PROJECT SHALL BE RETURNED TO THE OWNER UPON CLOSING OUT PURCHASE ORDER SHORT.

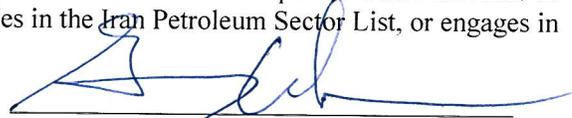
**THE OWNER RESERVES THE RIGHT TO SELECT ANY LINE ITEMS AND/OR REJECT ALL BIDS.**  
**THE TOTAL PRICE SHALL BE BASED ON LINE ITEMS SELECTED BY THE OWNER OF THIS PROJECT.**

**SCRUTINIZED COMPANIES AND BUSINESS OPERATIONS WITH  
CUBA AND SYRIA CERTIFICATION FORM**

**PER SECTION III, ITEM 25, IF YOUR BID IS \$1,000,000 OR MORE, THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE BID PROPOSAL. FAILURE TO SUBMIT THIS FORM AS REQUIRED, MAY DEEM YOUR SUBMITTAL NONRESPONSIVE.**

The affiant, by virtue of the signature below, certifies that:

1. The vendor, company, individual, principal, subsidiary, affiliate, or owner is aware of the requirements of section 287.135, Florida Statutes, regarding companies on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaging in business operations in Cuba and Syria; and
2. The vendor, company, individual, principal, subsidiary, affiliate, or owner is eligible to participate in this solicitation and is not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Sector List, or engaged in business operations in Cuba and Syria; and
3. Business Operations means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce; and
4. If awarded the Contract (or Agreement), the vendor, company, individual, principal, subsidiary, affiliate, or owner will immediately notify the City of Clearwater in writing, no later than five (5) calendar days after any of its principals are placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Sector List, or engages in business operations in Cuba and Syria.

  
\_\_\_\_\_  
Authorized Signature

GARRY WALDRUM  
\_\_\_\_\_  
Printed Name

PRESIDENT  
\_\_\_\_\_  
Title

TS SPORTS  
\_\_\_\_\_  
Name of Entity/Corporation

STATE OF TEXAS

COUNTY OF DALLAS

The foregoing instrument was acknowledged before me on this 9th day of September, 2014, by Garry Waldrum (name of person whose signature is being notarized) as the President (title) of TS Sports (name of corporation/entity), personally known to me as described herein \_\_\_\_\_, or produced a \_\_\_\_\_ (type of identification) as identification and who did/did not take an oath.



  
\_\_\_\_\_  
Notary Public

Loriean M Skinner  
\_\_\_\_\_  
Printed Name

My Commission Expires: 6-27-2015

NOTARY SEAL ABOVE 6-27-2015