

**Fort Bend County Tabulation
Bid 16-057**

Provide and Install Scoreboards at Freedom Park

Commissioners Court 2/23/16: Finalize Award to ElectroMech Scoreboard with permission to negotiate

Finalized negotiated price = \$52,834.40

Funding: Parks Department

price per each	Service	Electro-Mech Scoreboard Wrightsville GA	Neveco, Inc. Greenville IL	Adcorp Sign Systems Conroe TX	LSI Industries Cincinnati OH	Spectrum Corp Houston TX
8' x 20' 9 inning scoreboard Quantity: 1 each		\$7,648.00	\$9,942.00	Disqualified: Failed to provide required Form 1295 and failed to submit using addendum #2 pricing form	Disqualified: Failed to submit using addendum #2 pricing form	Disqualified: Failed to provide required Form 1295, failed to submit using addendum #2 pricing form and failed to provide proof of insurance
Header, custom, 4' x 20' Quantity: 4 each	\$1,433.60	\$8,830.00				
Wireless communication for 9 inning scoreboard Quantity: 1 each	\$784.00	\$499.00				
8' x 20' 7 inning scoreboard Quantity: 3 each		\$6,272.00	\$9,117.00			
Wireless communication for 7 inning scoreboards Quantity: 3 each		\$784.00	\$499.00			
Controller, 7" tablet with baseball application Quantity: 4 each		included	\$324.00			
Delivery and installation to include all necessary poles (10' galvanized schedule 40) and hardware		\$17,500.00	\$29,918.00			
	Grand Total	\$52,834.40	\$105,823.00	No	Yes	No
	Form 1295	Yes	Yes	No	Yes	No

Fort Bend County Specification Download Acknowledgment



**Provide and Install Scoreboards at Freedom Park
for Fort Bend County Parks Department
BID 16-057**

VENDORS MUST IMMEDIATELY RETURN THIS FORM BY FAX TO 281-341-8645

- Vendor Responsibilities:**
- Vendors are responsible to download and complete any addendums.
(Addendums will be posted on the Fort Bend County Website no later than 48 hours prior to Bid Opening)
 - Vendors will submit responses in accordance with requirements stated on cover of document.
 - Vendors may not submit responses via email or fax.

Electro-Mech Scoreboard Co
Legal Name of Contracting Company

Jim Sedford
Contact Person

72 Industrial Blvd / P.O. Box 102 Wrightsville, GA - 31096
Complete Mailing Address

800-445-7846 Telephone Number 478-864-0212 Facsimile Number

jledford@electro-mech.com
Email Address

[Signature] Signature 2-10-2016 Date

0NWX0011

OFFICIAL CHECK

018757

REMITTER
ELECTRO-MECH SCOREBOARD CO

DATE Feb 10, 2012 64-1023/612

PAY TO THE ORDER OF FT. BEND CO

\$ 3,300.00

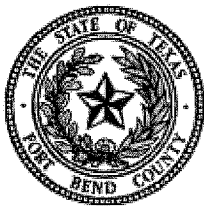
Pay ExactlyThree Thousand Three Hundred and 00/100*****

DOLLARS  Security Features Included. Details on Back.

COMMUNITY BANK
of Johnson County
A DIVISION OF STATE BANK OF COCHRAN
Wrightsville, GA 31096

Heather Smith





COUNTY PURCHASING AGENT

Fort Bend County, Texas

Gilbert D. Jalomo, Jr., CPPB
County Purchasing Agent

(281) 341-8640
Fax (281) 341-8645

February 9, 2016

TO: All Prospective Bidders

RE: Addendum No. 2 – Fort Bend County Bid 15-057 – Provide and install scoreboards at Freedom Park

Addendum 1:

Attached is addendum 2. Vendors are to use the Addendum 2 document while preparing their bid response. Change made to Section 32.0.

Immediately upon your receipt of this addendum, please fill out the following information and fax this page to the Fort Bend County Purchasing Department at (281) 341-8645.

Electro-Mech Scoreboard Co
Company Name

[Signature]
Signature of person receiving addendum

2/10/2016
Date

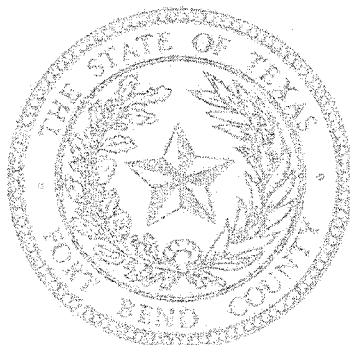
If you have any questions please contact this office.

Sincerely,

[Signature]

Debbie Kaminski, CPPB
Assistant Purchasing Agent

*Fort Bend County, Texas
Invitation for Bid*



*Provide and Install Scoreboards at Freedom Park
for Fort Bend County Parks Department
BID 16-057*

SUBMIT BIDS TO:

Fort Bend County
Purchasing Department
Travis Annex
301 Jackson, Suite 201
Richmond, TX 77469

****NOTE:**

All correspondence must include the term
"Purchasing Department" in address to
assist in proper delivery.

SUBMIT NO LATER THAN:

Thursday, February 11, 2016
1:30 PM (Central)

LABEL ENVELOPE:

Bid 16-057
Scoreboards

***ALL BIDS MUST BE RECEIVED IN AND TIME/DATE STAMPED BY THE PURCHASING OFFICE
OF FORT BEND COUNTY BEFORE THE SPECIFIED TIME/DATE STATED ABOVE.***

BIDS RECEIVED AS REQUIRED WILL THEN BE OPENED AND PUBLICLY READ.

BIDS RECEIVED AFTER THE SPECIFIED TIME WILL BE RETURNED UNOPENED.

Results will not be given by phone.
Results will be provided to bidders in
writing after Commissioners Court awards.

Fort Bend County is always conscious
and extremely appreciative of your
effort in the preparation of this bid.

Requests for information must be in
writing and directed to:

Debbie Kaminski, CPPB
Assistant Purchasing Agent
Debbie.kaminski@fortbendcountytexas.gov

Vendor Information

Electro-mech Scoreboard Co.
Legal Name of Contracting Company

[REDACTED]
Federal ID Number (Company or Corporation) or Social Security Number (Individual)

800-445-7846 Telephone Number 478-864-0212 Facsimile Number

P.O. Box 102
Complete Mailing Address (for Correspondence)

Wrightsville GA. 31096
City, State and Zip Code

72 Industrial Blvd.
Complete Remittance Address (if different from above)

Wrightsville, GA. 31096
City, State and Zip Code

Jim Hedford National Sales Manager
Authorized Representative and Title (printed)

jledford@electro-mech.com
Authorized Representative's Email Address

[Signature] 2-10-2016
Signature of Authorized Representative Date

Initials of Bidder: _____

1.0 GENERAL REQUIREMENTS:

- 1.1 Read this entire document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you understand them.
- 1.2 General Requirements apply to all advertised bids; however, these may be superseded, whole or in part, by the scope, special requirements, specifications, special specifications or other data contained herein.
- 1.3 Governing Law: Bidder is advised that these requirements shall be fully governed by the laws of the State of Texas and that Fort Bend County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.
- 1.4 Bid Document Completion: Fill out, initial each page, sign contract sheet, and return one (1) complete bid document to the Fort Bend County Purchasing Department. An authorized representative of the bidder must sign the Contract Sheet. The Contract will be binding only when signed by the County Judge, Fort Bend County and a purchase order authorizing the item(s) desired has been issued. The use of liquid paper is not acceptable and may result in the disqualification of bid. If an error is made, vendor must draw a line through error and initial each change. All response, typed or written, information must be clear and legible.
- 1.5 Bid Returns: Bidders must return entire completed bid document to the Fort Bend County Purchasing Department at 301 Jackson, Suite 201, Richmond, Texas no later than 1:30 P.M. on the date specified. Late bids will not be accepted. Bids must be submitted in a sealed envelope, addressed as follows: Fort Bend County Purchasing Agent, Travis Annex, 301 Jackson, Suite 201, Richmond, Texas 77469.
- 1.6 Addendums: No interpretation of the meaning of the drawings, specifications or other bid documents will be made to any bidder orally. All requests for such interpretations must be made in writing by emailing Ms. Debbie Kaminski, CPPB, Assistant Purchasing Agent, Debbie.Kaminski@fortbendcountytexas.gov. Any and all interpretations and any supplemental instructions will be in the form of written addenda to the contract documents which will be posted on Fort Bend County's website. Addenda will **ONLY** be issued by the Fort Bend County Purchasing Agent. It is the sole responsibility of each bidder to insure receipt of any and all addenda. All addendum issued will become part of the contract documents. Bidders must sign and include it in the returned bid package. Deadline for submission of questions and/or clarification is **Wednesday, February 3, 2016 at 10:00AM (CST)**. Requests received after the deadline will not be responded to due to the time constraints of this Bid process.
- 1.7 References: All bidders must submit, **WITH BID**, at least three (3) references from clients for whom a project similar to that specified herein has been

successfully accomplished. References must include clients name, contact person and telephone number.

- 1.8 Bid Bond: All bidders must submit, **WITH BID**, a cashier's check or certified check for at least five percent (5%) of the total bid price, payable to the order of Fort Bend County, or a Bid Bond in the same amount issued by a surety, acceptable to Fort Bend County, authorized to do business in the State of Texas, as a guarantee that the Bidder will do the work described herein at the rates stated herein. Unsuccessful bidder's Cashier's Check or Certified Check will be returned only after a written request to do so has been received in the Office of the Fort Bend County Purchasing Agent.
- 1.9 Material Safety Data Sheets: Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", a bidder must provide to Fort Bend County and using departments, with each delivery, material safety data sheets, which are, applicable to hazardous substances defined in the Act. Bidders are obligated to maintain a current, updated file in the Fort Bend County Purchasing Department. Failure of the bidder to maintain such a file will be cause to reject any bid applying thereto.
- 1.10 Pricing: Prices for all goods and/or services shall be firm for the duration of this Contract and shall be stated on the bid sheet. Prices shall be all inclusive. No price changes, additions, or subsequent qualifications will be honored during the course of the Contract. All prices must be written in ink or typewritten. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, bidder **MUST** indicate the items required and attendant costs or forfeit the right to payment for such items.
- 1.11 Term Contracts: If the Contract is intended to cover a specific time period, said time will be given in the specifications under scope.
- 1.12 Recycled Materials: Fort Bend County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Fort Bend County will be the sole judge in determining product preference application.
- 1.13 Evaluation: Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for Fort Bend County. It shall be based on all factors, which have a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Fort Bend County Purchasing Department and recommendation to Fort Bend County Commissioners Court. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. Pricing is **NOT** the only criteria for making a recommendation. The Fort Bend County Purchasing Department reserves the right to contact any bidder, at any time, to clarify, verify or request information with regard to any bid.

- 1.14 Disqualification of Bidder: Upon signing this bid document, a bidder offering to sell supplies, materials, services, or equipment to Fort Bend County certifies that the bidder has not violated the antitrust laws of this state codified in section 15.01, et seq., Business & Commerce Code, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if Fort Bend County believes that collusion exists among the bidders. Bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by a bidder and after the bids are opened, one of the bids is withdrawn, the result will be that all of the bids submitted by that bidder will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.
- 1.15 Awards: Fort Bend County reserves the right to award this Contract on the basis of lowest and best bid in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one bidder, to reject any or all bids. In the event the lowest dollar bidder meeting specifications is not awarded a contract, the bidder may appear before the Commissioners Court and present evidence concerning its responsibility.
- 1.16 Contract Obligation: Fort Bend County Commissioners Court must award the Contract and the County Judge or other person authorized by the Fort Bend County Commissioners Court must sign the Contract before it becomes binding on Fort Bend County or the bidders. Department heads are not authorized to sign agreements for Fort Bend County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.
- 1.17 Name Brands: Specifications may reference name brands and model numbers. It is not the intent of Fort Bend County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidders may offer items of equal stature and the burden of proof of such stature rests with them. Fort Bend County shall act as sole judge in determining equality and acceptability of products offered.

2.0 TERMS & CONDITIONS:

- 2.1 Seller to Package Goods: Seller will package goods in accordance with good commercial practice. Each delivery container shall be clearly and permanently marked as follows (a) Seller's name and address; (b) Consignee's name, address and purchase order number and the bid number if applicable; (c) Container number and total number of containers (e.g. box 1 of 4 boxes); and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. Fort Bend County's count or weight shall be final and conclusive on shipments not accompanied by packing list.

- 2.2 Shipment Under Reservation Prohibited: Seller is not authorized to ship goods under reservation and no tender of a bill of lading will operate as a tender of goods.
- 2.3 Title and Risk of Loss: The title and risk of loss of the goods shall not pass to the County until a County employee actually receives and takes possession of the goods at the point or points of delivery.
- 2.4 Delivery Terms: F.O.B. Destination Freight Prepaid, Inside Delivery, unless delivery terms are specified otherwise on Purchase Order.
- 2.5 No Replacement of Defective Tender: Every tender or delivery of goods must fully comply with all provisions of the Purchase Order as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender.
- 2.6 Place of Delivery: The place of delivery shall be that set forth in the block of the purchase order entitled "Ship To". Any change thereto shall be effective by modification as provided for in Clause number 2.20 "Modifications", hereof. The terms of this agreement are "no arrival, no sale", at the discretion of Fort Bend County.
- 2.7 Invoices and Payments:
 - 2.7.1 Seller shall submit separate invoices, in duplicate. Invoices shall indicate the purchase order number and the bid number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable should be attached to the invoice.
 - 2.7.2 Fort Bend County's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render the order null and void to the extent funds are not available and any delivered but unpaid goods will be returned to Seller by the county.
 - 2.7.3 Do not include Federal Excise, State, or City Sales Tax. Fort Bend County is a tax-exempt governmental entity.
- 2.8 Gratuities: Fort Bend County may, by written notice to the Seller, cancel any order without liability, if it is determined by the County that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the Seller, or any agent or representative of the Seller to any officer or employee of Fort Bend County with a view toward securing an order. In the event an order is canceled by the County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

- 2.9 Special Tools and Test Equipment: If the price stated on the face of an order includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filing this order, such special tooling equipment and any process sheets related thereto shall become the property of the County and to the extent feasible shall be identified by the Seller as such.
- 2.10 Warranty/Price:
- 2.10.1 The price to be paid by the County shall be that contained in Seller's quote or bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by an order for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty the prices of the items shall be reduced to the Seller's current prices on orders by others. Fort Bend County may cancel this contract without liability.
- 2.10.2 The Seller warrants that no person or selling agency has been employed or retained to solicit or secure any County order based upon any agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. A breach or violation of this warranty gives the County the right, in addition to any other right or rights, to cancel this contract without liability.
- 2.11 Warranty Product: Seller shall not limit or exclude any implied warranties and any attempt to do so shall render an order voidable at the option of the County. Seller warrants that the goods furnished will conform to the specifications, drawings, and description listed in the bid invitation and purchase order as applicable, and to the sample(s) furnished by Seller if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.
- 2.12 Safety Warranty: Seller warrants that the product sold to Fort Bend County shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the County may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within 10 days, correction made by the County will be at Seller's expense.
- 2.13 No Warranty by Fort Bend County Against Infringements: As part of a contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications will give rise to the rightful claim of any third person by way of infringement. Fort Bend County makes no warranty that the production of goods according to the specification will not give rise to such a claim and in no event

shall Fort Bend County be liable to Seller for indemnification in the event the Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement will result, he will notify Fort Bend County to this effect in writing within two days after the receiving Purchase Order. If the County does not receive notice and is subsequently held liable for the infringement, Seller will defend and save the County harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement, this contract shall be null and void except that the County will pay Seller the reasonable cost of his search as to infringements.

- 2.14 Right of Inspection: The County shall have the right to inspect the goods at delivery before accepting them.
- 2.15 Cancellation: Fort Bend County shall have the right to cancel for default all or any part of the undelivered portion of an order if Seller breaches any of the terms hereof including warranties of Seller, or if the Seller becomes insolvent or files for protection under the bankruptcy laws. Such rights of cancellation are in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity.
- 2.16 Termination: The performance of work under a Purchase Order may be terminated in whole or in part by the County in accordance with this provision. Termination of work there under shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Fort Bend County set forth in Clause 15 herein.
- 2.17 Force Majeure: Force Majeure means a delay encountered by a party in the performance of its obligations under this Agreement, which is caused by an event beyond the reasonable control of that party. Without limiting the generality of the foregoing, "Force Majeure" shall include but not be restricted to the following types of events: acts of God or public enemy; acts of governmental or regulatory authorities; fires, floods, epidemics or serious accidents; unusually severe weather conditions; strikes, lockouts, or other labor disputes; and defaults by subcontractors.

In the event of a Force Majeure, the affected party shall not be deemed to have violated its obligations under this Agreement, and the time for performance of any obligations of that party shall be extended by a period of time necessary to overcome the effects of the Force Majeure, provided that the foregoing shall not prevent this Agreement from terminating in accordance with the termination provisions. If any event constituting a Force Majeure occurs, the affected party shall notify the other parties in writing, within twenty-four (24) hours, and disclose the estimated length of delay, and cause of the delay.

- 2.18 **Assignment-Delegation:** No right or interest in an order shall be assigned or delegation of any obligation made by Seller without the written permission of Fort Bend County. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
- 2.19 **Waiver:** No claim or right arising out of a breach of any contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waived or renunciation is supported by consideration and is in writing signed by the aggrieved party.
- 2.20 **Modification:** A Purchase Order can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.
- 2.21 **Parol Evidence:** This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any terms rendered under this agreement and shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.
- 2.22 **Applicable Law:** This agreement shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas and in effective on the date of the purchase order.
- 2.23 **Advertising:** Seller shall not advertise or publish, without the County's prior consent the fact that Fort Bend County has entered into any contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.
- 2.24 **Right to Assurance:** Whenever the County in good faith has reason to question the other party's intent to perform. The County may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the County may treat this failure as an anticipatory repudiation of the contract.
- 2.25 **Venue:** Both parties agree that venue for any litigation arising from this contract shall lie in Richmond, Fort Bend County, Texas.
- 2.26 **Prohibition Against Personal Interest in Contracts:** No officer or employee of the County shall have a financial interest, direct or indirect, in any contract with the County, or shall be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies, or service, except on behalf of the County

as an officer or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall be subject to disciplinary action under applicable laws, statutes and codes of the State of Texas. Any violation of this section, with the knowledge, expressed or implied of the person or corporation contracting with the County shall.

3.0 SCOPE:

It is the intent of Fort Bend County to contract with one (1) vendor for all materials, supplies, equipment, tools, services, labor and supervision necessary to provide and install scoreboards at Freedom Park located at 18955 Westheimer Parkway, Houston, Texas, 77094, hereinafter referred to as the "Project," as specified herein.

4.0 PRE-BID CONFERENCE:

A pre-bid conference will be conducted on **Thursday, January 28, 2016 at 10:00AM (CST)**. The pre-bid conference will be held at the Fort Bend County Purchasing Department, 301 Jackson, Suite 201, Richmond, TX 77469. All bidders are encouraged to attend.

5.0 LIQUIDATED DAMAGES:

If the Project is not substantially complete within the contract time as adjusted by extension of time approved by Commissioner Court, Fort Bend County will deduct (from the final payment, as liquidated damages), the sum of three hundred (\$300.00) per calendar day that the Project remains not substantially complete, such sum is agreed upon as a reasonable and proper measure of damages which Fort Bend County will sustain per day by failure of Contractor to substantially complete work within the contract time. It is understood that said sum shall be considered as liquidated damages and shall in no sense be considered as a penalty against the Contractor.

6.0 COMPLETION TIME AND PAYMENT:

- 6.1 Fort Bend County shall pay the Contractor in current funds for the Contractor's performance of the Contract the contract sum, as stated herein, after receipt of notice to proceed and a purchase order issued by the Fort Bend County Purchasing Agent.
- 6.2 Based upon Applications for payment submitted to the Parks Department, Fort Bend County shall make progress payments on account of the contract sum to the Contractor as provided below and elsewhere in the contract documents.
 - 6.2.1 The period covered by each application for payment shall be one calendar month ending on the last day of the month.
 - 6.2.2 Provided an application for payment is received by the Parks Department not later than the 15th day of a month, Fort Bend County shall make payment to the Contractor not later than the 15th day of the next month. If

an application for payment is received by the Parks Department after the application deadline fixed above, payment shall be made by Fort Bend County not later than 30 days after the Parks Department receives the application for payment.

6.2.3 Application for payment shall indicate the percentage of completion of each portion of the Project as of the end of the period covered by the application for payment.

6.2.4 Subject to the provisions of the contract documents, the amount of each progress payment shall be computed as follows:

6.2.4.1 Take that portion of the contract sum properly allocable to completed Project less retainage of ten percent (10%).

6.2.4.2 Add that portion of the contract sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved by Fort Bend County, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent (10%).

6.2.4.3 Subtract the aggregate of previous payments made by Fort Bend County.

6.2.4.4 The progress payment amount as determined in above shall be further modified under the following circumstances:

Add, upon substantial completion of the Project, a sum sufficient to increase the total payments to one hundred percent (100%) of the contract sum, less such amounts as Fort Bend County shall determine for incomplete work and unsettled claims.

6.2.4.5 Final payment, constituting the entire unpaid balance of the contract sum, shall be made by Fort Bend County to the Contractor when the Contract has been fully performed by the Contractor.

6.3 Before the first application for payment, the Contractor shall submit to the Parks Department a schedule of values allocated to various portions of the work, prepared in such form and supported by such data to substantiate its accuracy as the Parks Department may require. This schedule, unless objected to by the Parks Department shall be used as a basis for reviewing the Contractor's application for payment.

6.4 Contractor must provide with each application for payment a contractor's affidavit certifying bills against the Contractor for labor, material and

expendable equipment employed in the performance of Contractor have been paid in full prior to acceptance of final payment from Fort Bend County.

- 6.5 The Contractor will permit Fort Bend County, or any duly authorized agent of Fort Bend County, to inspect and examine the books and records of the Contractor for the purpose of verifying the amount of work performed under the Contract. Fort Bend County's right to inspect survives the termination of the Contract for a period of five years.

7.0 LIMIT OF APPROPRIATION:

Prior to the execution of this Contract, Contractor has been advised by County, and Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence to this Contract, that County shall have available only those funds specifically allocated in this Contract to fully discharge any and all liabilities which may be incurred by County in bringing this Project to an absolute conclusion, resulting in a complete, fully furnished, fully equipped and fully usable facility, and that the total of any and all basic construction costs, costs of providing the required furnishing and equipment, all fees and compensation of any sort to the Contractor, and any and all costs for any and all things or purposes enuring under or out of this Contract, irrespective of the nature thereof, shall not exceed said specifically allocated sum, notwithstanding any word, statement or thing contained in or inferred from the preceding provision of this Contract which might in any light by any person be interpreted to the contrary.

8.0 RIGHT TO ASSURANCE:

Whenever Fort Bend County in good faith has reason to question the Contractor's intent to perform, Fort Bend County may demand that the Contractor give written assurance of its intent to perform. In the event that a demand is made and no assurance is given within five (5) days, Fort Bend County may treat this failure as an anticipatory repudiation of the Contract.

9.0 PERFORMANCE AND PAYMENT BONDS:

In the event the total accepted bid price exceeds \$25,000 the Contractor must provide to the Office of the County Purchasing Agent, a performance bond and a payment bond, each in the amount of 100% of the total contract sum within ten (10) calendar days after receipt of notification of bid award. Such bonds shall be executed by a corporate surety duly authorized and admitted to do business in the State of Texas and licensed in the State of Texas to issue surety bonds with a Best Rating of "A" or better. Fort Bend County reserves the right to accept or reject any surety company proposed by the Contractor. In the event Fort Bend County rejects the proposed surety company, the Contractor will be afforded five (5) additional days to submit the required bonds issued by a surety company acceptable to Fort Bend County.

10.0 POWER OF ATTORNEY:

An attorney-in-fact who signs a bid bond, performance bond or payment bond must file with each bond a certified and effectively dated copy of his or her power of attorney.

11.0 TEXAS ETHICS COMMISSION FORM 1295:

11.1 Effective January 1, 2016 all contracts executed by Commissioners Court, regardless of the dollar amount, will require completion of Form 1295 "Certificate of Interested Parties", per the new Government Code Statute §2252.908. All vendors submitting a response to a formal Bid, RFP, SOQ or any contracts, contract amendments, renewals or change orders are required to complete the Form 1295 online through the State of Texas Ethics Commission website. Please visit:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

11.2 On-line instructions:

11.2.1 Name of governmental entity is to read Fort Bend County.

11.2.2 Identification number used by the governmental entity is the solicitation number.

11.2.3 Description is the title of the solicitation

11.3 After vendor receives the form with the Certification Number and Date Filed, vendor is to print, sign and notarize and include in solicitation response.

11.4 **FAILURE TO INCLUDE WITH SUBMISSION WILL RESULT IN DISQUALIFICATION.**

12.0 INSURANCE:

12.1 All respondents must submit, with Bid document, a current certificate of insurance indicating coverage in the amounts stated below. In lieu of submitting a certificate of insurance, respondents may submit, with Bid document, a notarized statement from an Insurance company, authorized to conduct business in the State of Texas, and acceptable to Fort Bend County, guaranteeing the issuance of an insurance policy, with the coverage stated below, to the contractor named therein, if successful, upon award of this Contract. Failure to provide current insurance certificate or notarized statement will result in disqualification of submittal.

12.2 The certificates of insurance to be satisfactory to Fort Bend County, naming the Contractor and its employees as insured:

12.2.1 Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.

- 12.2.2 Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
- 12.2.3 Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
- 12.2.4 Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
- 12.3 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies written on behalf of Contractor shall contain a waiver of subrogation in favor of County and members of Commissioners Court.
- 12.4 If required coverage is written on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the Contract and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time the work under this Contract is completed.
- 12.5 Contractor shall not commence any portion of the work under this Contract until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by Fort Bend County.
- 12.6 No cancellation of or changes to the certificates, or the policies, may be made without sixty (60) days prior, written notification to Fort Bend County.
- 12.7 Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of the Contractor.

13.0 INDEMNIFICATION:

Respondent shall save harmless County from and against all claims, liability, and expenses, including reasonable attorney's fees, arising from activities of respondent, its agents, servants or employees, performed under this agreement that result from the negligent act, error, or omission of respondent or any of respondent's agents, servants or employees.

- 13.1 Respondent shall timely report all such matters to Fort Bend County and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth day of each month; provide Fort Bend

County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of Fort Bend County required by Respondent in the defense of each matter.

- 13.2 Respondent's duty to defend, indemnify and hold Fort Bend County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of any contract unless otherwise agreed by Fort Bend County in writing. The provisions of this section shall survive the termination of the contract and shall remain in full force and effect with respect to all such matters no matter when they arise.
- 13.3 In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Respondent, Respondent shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Respondent are not at issue in the matter.
- 13.4 Respondent's indemnification shall cover, and Respondent agrees to indemnify Fort Bend County, in the event Fort Bend County is found to have been negligent for having selected Respondent to perform the work described in this request.
- 13.5 The provision by Respondent of insurance shall not limit the liability of Respondent under an agreement.
- 13.6 Respondent shall cause all trade contractors and any other contractor who may have a contract to perform construction or installation work in the area where work will be performed under this request, to agree to indemnify Fort Bend County and to hold it harmless from all claims for bodily injury and property damage that arise may from said Respondent's operations. Such provisions shall be in form satisfactory to Fort Bend County.
- 13.7 Loss Deduction Clause - Fort Bend County shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of Respondent and/or trade contractor providing such insurance.

14.0 PREVAILING WAGES:

This project is subject to the prevailing wage rate requirements of Chapter 2258 of the Government Code. The Contractor shall pay Fort Bend County sixty dollars (\$60.00) for each worker employed by the Contractor for the provision of services described herein for each calendar day or part of the day that the worker is paid less than the below stated rates. Contractors may also visit www.wdol.gov/dba.aspx.

General Decision Number: TX160297 01/08/2016 TX297

Superseded General Decision Number: TX20150297

State: Texas

Construction Type: Building

County: Fort Bend County in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date

0

01/08/2016

ASBE0022-009 06/01/2015

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR (Duct, Pipe and Mechanical System Insulation)	\$ 22.63	11.90
BOIL0074-003 01/01/2014		
BOILERMAKER CARP0551-008 04/01/2015	\$ 23.14	21.55
CARPENTER (Excludes Acoustical Ceiling Installation, Drywall Hanging, Form Work and Metal Stud Installation)	\$ 22.50	8.33
ELEC0716-005 09/01/2014		
ELECTRICIAN (Excludes Low Voltage Wiring and Installation of Alarms)	\$ 29.15	8.74
ELEV0031-003 01/01/2015		
ELEVATOR MECHANIC	\$ 38.52	28.385

FOOTNOTES: A. 6% under 5 years based on regular hourly rate for all hours worked. 8% over 5 years based on regular hourly rate for all hours worked.

New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Friday after Thanksgiving Day; Christmas Day; and Veterans Day.

ENGI0450-002 04/01/2014		
POWER EQUIPMENT OPERATOR		
Cranes	\$ 34.85	9.85
* IRON0084-002 06/01/2015		
IRONWORKER (ORNAMENTAL AND STRUCTURAL)	\$ 23.02	6.35
PLAS0079-004 01/01/2010		
PLASTERER	\$ 19.42	1.00
PLUM0068-012 10/01/2013		
PLUMBER (Excludes HVAC Pipe Installation)	\$ 31.30	9.49
PLUM0211-010 10/01/2013		
PIPEFITTER (Including HVAC Pipe Installation)	\$ 29.39	10.31
SHEE0054-003 07/01/2014		
SHEET METAL WORKER (Excludes HVAC Duct and Unit Installation)	\$ 25.67	12.39
SUTX2014-023 07/21/2014		
ACOUSTICAL CEILING MECHANIC	\$ 16.41	3.98
BRICKLAYER	\$ 19.86	0.00
CAULKER	\$ 15.36	0.00
CEMENT MASON/CONCRETE FINISHER	\$ 13.82	0.00
DRYWALL FINISHER/TAPER	\$ 16.30	3.71
DRYWALL HANGER AND METAL STUD INSTALLER	\$ 17.45	3.96
ELECTRICIAN (Alarm Installation Only)	\$ 17.97	3.37

ELECTRICIAN (Low Voltage Wiring Only)	\$ 18.00	1.68
FLOOR LAYER: Carpet	\$ 20.00	0.00
FORM WORKER	\$ 11.87	0.00
GLAZIER	\$ 19.12	4.41
INSULATOR – BATT	\$ 14.87	0.73
IRONWORKER, REINFORCING	\$ 12.10	0.00
LABORER: Common or General	\$ 10.79	0.00
LABORER: Mason Tender – Brick	\$ 13.37	0.00
LABORER: Mason Tender - Cement/Concrete	\$ 10.50	0.00
LABORER: Pipelayer	\$ 12.94	0.00
LABORER: Roof Tearoff	\$ 11.28	0.00
LABORER: Landscape and Irrigation	\$ 9.49	0.00
LATHER	\$ 19.73	0.00
OPERATOR: Backhoe/Excavator/Trackhoe	\$ 14.10	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader	\$ 13.93	0.00
OPERATOR: Bulldozer	\$ 20.77	0.00
OPERATOR: Drill	\$ 16.22	0.34
OPERATOR: Forklift	\$ 15.64	0.00
OPERATOR: Grader/Blade	\$ 13.37	0.00
OPERATOR: Loader	\$ 13.55	0.94
OPERATOR: Mechanic	\$ 17.52	3.33
OPERATOR: Paver (Asphalt, Aggregate, and Concrete)	\$ 16.03	0.00
OPERATOR: Roller	\$ 16.00	0.00

PAINTER (Brush, Roller and Spray), Excludes Drywall Finishing/Taping	\$ 16.77	4.51
ROOFER	\$ 15.40	0.00
SHEET METAL WORKER (HVAC Duct Installation Only)	\$ 17.81	2.64
SHEET METAL WORKER (HVAC Unit Installation Only)	\$ 16.00	1.61
SPRINKLER FITTER (Fire Sprinklers)	\$ 22.17	9.70
TILE FINISHER	\$ 12.00	0.00
TILE SETTER	\$ 16.17	0.00
TRUCK DRIVER: 1/Single Axle Truck	\$ 14.95	5.23
TRUCK DRIVER: Dump Truck	\$ 12.39	1.18
TRUCK DRIVER: Flatbed Truck	\$ 19.65	8.57
TRUCK DRIVER: Semi-Trailer Truck	\$ 12.50	0.00
TRUCK DRIVER: Water Truck	\$ 12.00	4.11
WATERPROOFER	\$ 14.39	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which

in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response

from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

15.0 PERMITS:

Fort Bend County is responsible for obtaining the permit for this contract.

16.0 CONTRACTOR'S RESPONSIBILITY FOR WORK:

16.1 Preconstruction Work. Contractor shall do (or cause to be done) the following as preconstruction work:

- 16.1.1 On an as needed basis as determined by Fort Bend County, cause the Contractor's personnel to meet with Fort Bend County to discuss the status of the Project.
 - 16.1.2 Review drawings and specifications with the Fort Bend County representative.
- 16.2 Construction Work. Contractor shall do (or cause to be done) the following as construction work:
- 16.2.1 Perform (or cause to be performed) all preparatory work at the construction site required herein, including (without limitation) soil and concrete testing and demolition of improvements existing at the construction site and all actions necessary for compliance with all laws and regulations as to actions to be taken by owners or contractors before construction begins, including without limitation those in regard to archaeological and environmental requirements.
 - 16.2.2 Construct and install (or cause to be constructed and installed) the Project on the construction site in accordance with this Contract and the drawings and specifications approved by Fort Bend County.
 - 16.2.3 Furnish (or cause to be furnished) all materials, supplies, equipment, tools, labor, supervision, utilities, transportation, and other materials and services necessary to complete the Project described herein.
 - 16.2.4 Materials testing necessary for the Project and required by laws and regulations, construction industry standards as approved by Fort Bend County and this Contract; the frequency of testing shall be approved by Fort Bend County.
- 16.3 Standards for Review and Approval.
- 16.3.1 Fort Bend County acknowledges that in order to meet the deadlines for the completion of the Project, and in order to accomplish the efficient completion of the Project, the Contractor may submit matters to Fort Bend County in stages for approval or consent. Upon receipt of any matter submitted by the Contractor for review and approval, Fort Bend County shall review the same and shall diligently and promptly (but in any event within 14 calendar days for any such matter, other than a proposed change order, and within 28 calendar days for a proposed change order) give the Contractor notice of Fort Bend County's approval or disapproval, setting forth in detail all reasons for any disapproval. Fort Bend County's right to disapprove any such matter submitted (other than a proposed change order) shall be limited to the elements thereof (a) which do not conform substantially to matters previously approved, (b) which are new elements not previously presented and approved and the Contractor is unable to

demonstrate that such new element is reasonably necessary for completion of the Project, or (c) which depict matters that are violations of this Contract or applicable laws and regulations.

16.3.2 If Fort Bend County disapproves of a particular matter or Proposed Change Order, the Contractor shall have the right to resubmit such matter or Proposed Change Order to Fort Bend County, altered to satisfy Fort Bend County's basis for disapproval. Any resubmission shall be subject to review and approval by Fort Bend County.

16.3.3 Fort Bend County and the Contractor shall attempt in good faith to resolve any disputes concerning the approval of any aspect of the Project expeditiously, so as not to delay the completion of the Project in accordance with this Contract.

16.3.4 Expedited Approvals. Fort Bend County recognizes the importance of expeditious action upon all matters submitted to Fort Bend County for review and approval and of expeditious response to those aspects of the Project requiring approval by governmental authorities having jurisdiction thereover. Fort Bend County agrees to exercise its rights of review and approval hereunder with due diligence, reasonableness, and good faith. Fort Bend County shall use its reasonable efforts to expedite any required review of the Project or other matters by any governmental authority.

16.4 Changes.

16.4.1 General. Fort Bend County may make changes to the Project by altering, adding to, or deducting from the Project. All changes in the Project which (a) require an adjustment in the contract sum or an adjustment in the final completion date or (b) involve a material change in the overall scope or function of the Project shall be requested and authorized before commencing such changes by use of written change order notices, Proposed Change Orders and Change Orders, which change order procedure shall be the exclusive means to effect such changes in the Project.

16.4.2 Change Order Procedure. If at any time Fort Bend County desires to make any change in the Project requiring the issuance of a Change Order, Fort Bend County shall so advise the Contractor in writing by delivery to the Contractor of a written notice describing the change. Upon receipt of such notice initiated by Fort Bend County, the Contractor shall within a reasonable period of time advise Fort Bend County of the Contractor's proposal for the adjustments, if any, in the contract sum, the schedule of values, and the final completion date attributable to such change by delivering a written notice thereof (the "Proposed Change Order") to Fort Bend County. Such Proposed Change Order shall contain a description of the proposed change and shall set forth the Contractor's estimate of the

increase or decrease, if any, in the contract sum and the change, if any, in the schedule of values and the final completion date attributable to such change. If the Contractor desires to make a change in the Project requiring the issuance of a change order, the Contractor shall deliver to Fort Bend County a Proposed Change Order. Upon execution by Fort Bend County, a Proposed Change Order shall constitute (and be defined herein as) a "Change Order" for purposes of this Contract. The Contractor shall forthwith perform the work as changed in accordance with such Change Order. All work performed pursuant to a Change Order shall be performed in accordance with the terms of this Contract. All Proposed Change Orders shall be submitted for approval by Fort Bend County. No action, acquiescence or inaction by Fort Bend County or any representative of Fort Bend County shall be construed to be a waiver of requirements set forth in this Contract in regard to Change Orders or ratification of a violation of such requirements, and all acts in violation of this provision shall be considered void.

16.4.3 Change Order Authorization. Each Change Order shall be signed by Fort Bend County and an authorized representative of the Contractor.

16.4.4 Contract Sum Adjustments. The contract sum and the schedule of values shall be adjusted only as a result of a Change Order requiring such adjustment. Any extra work performed without a proper Change Order shall be considered voluntary and not subject to additional compensation. The Contractor shall not be entitled to an adjustment in the contract sum (or a Change Order permitting such adjustment) or to damages as a result of any delays in the Project caused by the acts or omissions of Fort Bend County, provided that this sentence is not applicable to delays that constitute more than 90 days in any 365-day period or cause the Project to be interrupted for a continuous period of 45 days through no fault of the Contractor.

16.4.5 When Fort Bend County and the Contractor agree upon the adjustments in the contract sum, the schedule of values, and the final completion date attributable to such adjustment, such agreement will be documented by preparation and if approved by the Fort Bend County Commissioners Court, execution of an appropriate Change Order.

16.5 Site Access. Prior to the transfer date, Fort Bend County and the Contractor shall have uninterrupted access to the construction site. Subsequent to the transfer date, Fort Bend County will permit the Contractor, representatives and subcontractors to enter upon the Project at times reasonably necessary to complete the punch list items.

16.6 Applicable Laws and Regulations. Contractor shall in its performance of the Project comply with all applicable laws and regulations. Any delays in the

prosecution of the Project caused by any changes in the laws and regulations or the application or enforcement of the laws and regulations may entitle the Contractor to an extension of time.

- 16.7 Familiarity with Project. The Contractor represents and accepts that it has: (a) visited the property(ies), (b) taken such other steps as may be necessary to ascertain the nature and location of the Project and the general and local conditions which affect the Project or the cost thereof, (c) investigated the labor situation as regards to the Project, (d) examined the property(ies), the obstacles which may be encountered and all other observable conditions having a bearing upon the performance of the Project, the superintendence of the Project, the time of completion and all other relevant matters, and (e) reported to Fort Bend County the results of all of the foregoing. The Contractor represents that it is familiar with all phases of the Project and the matters that may affect the Project or its prosecution under this Contract.
- 16.8 Standard of Performance. The Contractor shall prosecute (or cause to be prosecuted) the Project in accordance with the best efforts for the construction and development of projects similar to the Project in the State of Texas, using qualified, careful, and efficient contractors and workers and in conformity with the provisions of this Contract. The Contractor shall perform the work in a good and workmanlike manner.
- 16.9 Warranty of Contractor. The Contractor warrants to Fort Bend County that: (i) the Contractor possesses the skill and knowledge ordinarily possessed by well-informed members of its trade or profession and the Contractor will use its best efforts to ensure that the services provided under this Contract will be performed, delivered, and conducted in accordance with the best professional standards and in accordance with industry standards, and (ii) the Contractor is fully experienced and properly qualified to perform the class of work provided for herein, and that it is properly equipped, organized and financed to perform such work, and (iii) following the date of acceptance of this Contract, the services provided by the Contractor to Fort Bend County will conform to the representations contained in this Contract, including all attachments, schedules and exhibits. All warranties provided by the Contractor in this Contract shall be cumulative, shall be deemed consistent and not in conflict, are intended to be given full force and effect and to be interpreted expansively to give the broadest warranty protection to Fort Bend County.
- 16.10 Contractor's Personnel. Contractor shall employ only competent, skilled personnel for the Project. Prior to the final completion date, the Contractor shall maintain a superintendent who shall be authorized to act on behalf of the Contractor and with whom Fort Bend County may consult at all reasonable times. The superintendent shall not be transferred from the Project without Fort Bend County's consent (which shall not be unreasonably withheld or delayed); provided, however, the superintendent shall not be assigned solely to the Project and shall be entitled to

spend reasonable time working on matters unrelated to the Project so long as such work on other matters does not render the superintendent unavailable to the Project or unavailable to Fort Bend County. However, such obligation to furnish the superintendent and such staff personnel shall not be construed (a) to preclude the promotion within the Contractor's organization of any person assigned to the Project or (b) to give rise to any liability of the Contractor if any person assigned to the Project (including, without limitation, the superintendent) leaves the Contractor's employment. If the superintendent is transferred from the Project, Fort Bend County shall have the right to approve the replacement superintendent (which approval will not be unreasonably withheld or delayed). The Contractor, the Architect, and the other subcontractors shall comply with all applicable health, safety, and loss prevention rules of applicable governmental authorities. The Contractor shall, at its own expense, remove from the Project any person who fails to comply with such rules and instructions. The Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ on the Project any unfit person or anyone not skilled in the work assigned to him. Fort Bend County may, upon written notice to the Contractor, require the Contractor to remove an individual immediately from providing services for the following reasons: violation of the terms and conditions of this Contract; violation of Fort Bend County's or the Contractor's work rules and regulations; criminal activity; or violation of state, federal, or municipal statutes. Fort Bend County may, upon thirty (30) days written notice to the Contractor, require the removal of any individual from providing services without cause.

- 16.11 Inspection. The Project and all parts thereof shall be subject to inspection from time to time by inspectors designated by Fort Bend County. No such inspections shall relieve The Contractor of any of its obligations hereunder. Neither failure to inspect nor failure to discover or reject any of the work as not in accordance with the drawings and specifications or any provision of this Contract shall be construed to imply an acceptance of such work or to relieve the Contractor of any of its obligations hereunder. Fort Bend County agrees that its right of inspection shall be used reasonably and in a timely manner so as not to delay orderly completion of the Project.
- 16.12 Protection Against Risks. The Contractor shall take all precautions which are necessary and adequate, against conditions created during the progress of the Project which involve a risk of bodily harm to persons or a risk of damage or loss to any property. The Contractor shall regularly inspect all work, materials and equipment to discover and determine any such conditions and shall be responsible for discovery, determination, and correction of any such conditions. The Contractor shall comply with all federal, state, and local occupational hazard and safety standards, codes and regulations applicable in the jurisdiction where the Project is being performed. The Contractor shall include the substance of this clause in its entirety in all subcontracts for any work to be performed at the construction site.

- 16.13 Equipment. Except as expressly provided herein to the contrary, the Contractor shall furnish (or cause to be furnished) all construction, transportation, installation, tools, and other equipment and facilities required for the performance of the Project within the times specified herein. Such equipment and facilities shall be serviceable and kept fit for the uses intended. Defective items shall be removed from the construction site promptly and at the Contractor's cost. The Contractor shall schedule (or cause to be scheduled) its other operations so as to not interfere with its duty to timely furnish the necessary equipment and facilities and personnel to operate the same at the times necessary for the orderly completion of the Project.
- 16.14 Materials. Except as may be specifically provided otherwise in the Contract or approved in advance by Fort Bend County, the Contractor shall provide Fort Bend County with copies of material testing reports and to cause all materials, equipment, and fabricated items incorporated in the Project to be new and of a suitable grade of their respective kinds for their intended use.

17.0 TERMINATION:

- 17.1 Fort Bend County may terminate the Contract if the Contractor:
- 17.1.1 Persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials.
 - 17.1.2 Fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractor.
 - 17.1.3 Persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction.
 - 17.1.4 Otherwise is guilty of substantial breach of a provision of the Contract Documents.
- 17.2 When any of the above reasons exists, Fort Bend County may, without prejudice to any other rights or remedies of Fort Bend County and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:
- 17.2.1 Take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor.
 - 17.2.2 Finish the Project by whatever reasonable method Fort Bend County may deem expedient.

- 17.3 Either party may terminate this Contract at any time by providing thirty (30) days written notice.
- 17.4 When Fort Bend County terminates the Contract for one of the reasons stated in this section, the Contractor shall not be entitled to receive further payment until the Project is finished. Therefore, the Contractor shall be promptly paid for all work actually and satisfactorily completed.

18.0 COMPLETION, TRANSFER, AND ACCEPTANCE:

- 18.1 Final Completion. Upon the occurrence of the final completion date, the punch list items shall be promptly commenced and thereafter completed within thirty (30) days after final completion.
- 18.2 Transfer and Acceptance. Upon the occurrence of final completion, care, custody and control of the Project shall pass to Fort Bend County. As referenced herein, the "Transfer Date" shall mean the date on which the care, custody and control of the Project passes to Fort Bend County. Subsequent to the Transfer Date all risk of loss with respect to the Project shall be by Fort Bend County and the Contractor shall be thereafter obligated to cover the Project with their Insurance.

19.0 SUSPENSION BY FORT BEND COUNTY FOR CONVENIENCE:

- 19.1 Fort Bend County may, without cause, order the Contractor in writing to suspend, delay or interrupt the Project in whole or in part for such period of time as Fort Bend County may determine.
- 19.2 An adjustment shall be made for increase in the cost of performance, caused by suspension, delay or interruption. No adjustment shall be made to the extent:
 - 19.2.1 That performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible.
 - 19.2.2 That an equitable adjustment is made or denied under another provision of this Contract.
- 19.3 Adjustments made in the cost of performance may have a mutually agreed fixed or percentage fee.

20.0 INDEPENDENT CONTRACTOR:

The Contractor shall be an independent contractor and any provisions of this Contract that may appear to give Fort Bend County the right to direct the Contractor as to the details of the manner of doing the Project shall be deemed to mean that the Contractor shall follow the desires of Fort Bend County in the results of the Project only and not in the means whereby the Project is to be accomplished. The Contractor shall be responsible as to the details of completing the Project.

Neither the agents, representatives, nor employees of the Contractor, shall be deemed to be the agents, representatives, or employees of Fort Bend County. The Contractor further represents that it accepts a fiduciary role and responsibility with respect to Fort Bend County and will, to its best abilities, act in the best interests of Fort Bend County and the timely completion of the Project. The Contractor agrees and understands that neither it nor any of its agents or employees may act in the name of Fort Bend County except and unless specifically authorized in writing by Fort Bend County to do so. The Contractor shall furnish construction administration and management services and use the Contractor's best efforts to complete the Project in an expeditious and economical manner consistent with the interests of Fort Bend County.

21.0 NOTICE

- 21.1 All written notices, demands, and other papers or documents to be delivered to Fort Bend County under this Contract shall be delivered to the Parks Department, 301 Jackson, Richmond, Texas 77469, or at such other place or places as Fort Bend County may from time to time designate by written notice delivered to the Contractor. For purposes of notice under this Contract, a copy of any notice or communication hereunder shall also be forwarded to the following address: Fort Bend County, 301 Jackson Street, Suite 719, Richmond, Texas 77469, Attention: County Judge.
- 21.2 All written notices, demands, and other papers or documents to be delivered to the Contractor under this Contract shall be delivered to the Authorized Representative identified in the Contract documents or such other place or places as the Contractor may designate by written notice delivered to Fort Bend County.

22.0 RECORDS:

- 22.1 Fort Bend County shall be the absolute and unqualified owner of all drawings, preliminary layouts, record drawings, sketches and other documents prepared pursuant to the Contract by Contractor.
- 22.2 The Contractor agrees to maintain and preserve for a period of at least five years after the earlier of the expiration of the defects period or termination of this Contract, accurate and complete records relating to the performance of the Project. The Contractor agrees to, upon request, provide Fort Bend County with such records.

23.0 SUCCESSORS AND ASSIGNS:

- 23.1 Fort Bend County and the Contractor bind themselves and their successors, executors, administrators and assigns to the other party of this Contract and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract.
- 23.2 Neither Fort Bend County nor the Contractor shall assign, sublet or transfer its

interest in this Contract without the prior written consent of the other.

- 23.3 Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public and/or governmental body that may be a party hereto.

24.0 PUBLIC CONTACT:

Contact with the news media, citizens of Fort Bend County or governmental agencies shall be the sole responsibility of Fort Bend County. Under no circumstances, whatsoever, shall Contractor release any material or information developed in the performance of its services hereunder without the express written permission of Fort Bend County, except where required to do so by law.

25.0 MODIFICATIONS:

This instrument contains the entire Contract between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto.

26.0 SILENCE OF SPECIFICATIONS:

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

27.0 SEVERABILITY:

In the event one or more of the provisions contained in these requirements or the specifications shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and these requirements or the specifications shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

28.0 GOVERNING DOCUMENTS:

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Fort Bend County's interpretation shall govern.

***Amended 1/29/2016 **2/9/2016**

29.0 TAX EXEMPT:

Fort Bend County is exempt from state and local sales and use taxes under Section 151.309 of the Texas Tax Code. This Contract is deemed to be a separate contract for Texas tax purposes, and as such, Fort Bend County hereby issues its Texas Exemption for the purchase of any items qualifying for exemption under this Contract. Contractor is to issue its Texas Resale Certificate to vendors and subcontractors for such items qualifying for this exemption, and further, contractor should state these items at cost.

30.0 ENTIRE AGREEMENT:

The Parties agree that this Contract contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this Contract. By entering into this Contract, the parties do not intend to create any obligations, express or implied, other than those specifically set out in this Contract.

31.0 APPLICABLE LAW AND VENUE

This Contract shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Fort Bend County, Texas, and that venue for any litigation arising out of or related to this Contract shall lie solely in the court of appropriate jurisdiction located in Fort Bend County, Texas.

*** **32.0 SPECIFICATIONS:**

Specifications may reference name brands and model numbers. It is not the intent of Fort Bend County to restrict this bid but to establish a desired quality level of merchandise or to meet a pre-established standard. Respondents may offer items of equal stature and the burden of proof of such stature rests with them. Fort Bend County shall act as sole judge in determining equality and acceptability of products offered (See Section 1.17 above). Fort Bend County will run the required electricity to the scoreboards.

** Please see Voluntary Alternates 1 & 2*

*32.1 Provide and Install:

<u>Quantity</u>	<u>Description with model</u>	<u>Unit Price</u>	<u>Total Price</u>
1 each	Scoreboard, BS-19-9 8' x 20' 9 inning	\$ 7792.00	\$ 7792.00
4 each	Header, custom 4' x 20' to read: Freedom Park (see attached sample)	20ft truss \$5184.00 (3) 16ft truss \$4224.00	\$ 5184.00 \$ 12,672.00
**1 each	Wireless communication for above BS-19-9 Scoreboard	\$ 700.00	\$ 700.00

****Amended 2/9/2016**

<u>Quantity</u>	<u>Description with model</u>	<u>Unit Price</u>	<u>Total Price</u>
3 each	Scoreboard, BS-19-7 8' x 20' 7 inning	\$ <u>6416.00</u>	\$ <u>19248.00</u>
* **3 each	Wireless communication for above BS-19-7 Scoreboard	\$ <u>700.00</u>	\$ <u>2100.00</u>
4 each	Controller, 7" tablet with baseball application	\$ <u>Control console included in scoreboard price</u>	
1 each	Delivery and installation to include all necessary poles (10' galvanized schedule 40) and hardware	\$ <u>4375.00</u>	\$ <u>17,500.00</u>
	Grand Total	\$ <u>65,196.00</u>	

Manufacturer Bidding

- 32.2 All documentation, spare parts, and purchased items not utilized on the installation are to be turned over to the Parks Department.
- 32.3 The completed job must be inspected and approved by Fort Bend County with no discrepancies before final payment will be issue.
- 32.4 Perform daily jobsite cleanup and debris removal, and keep occupants informed of any obstruction to - or interruption of - normal activity.

33.0 PROJECT DURATION:

Bidder agrees, if awarded the contract, to complete all work required by the contract documents **within 30 calendar days** after issuance of a purchase order by the County Purchasing Agent and notice to proceed by the Fort Bend County Parks Department.

34.0 ADDITIONAL REQUIRED FORMS:

All vendors submitting are required to complete the attached and return with submission:

- 34.1 Vendor Form
- 34.2 W9 Form
- 34.3 Tax Form/Debt/Residence Certification

34.4 Contractor Acknowledgement of Stormwater Management Program

**Contract Sheet
Bid 16-057**

**THE STATE OF TEXAS
COUNTY OF FORT BEND**

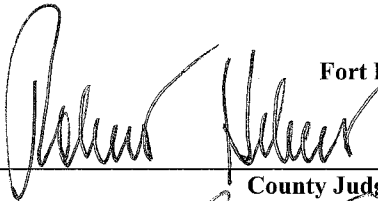
This memorandum of agreement made and entered into on the 22 day of March, 2016,
by and between Fort Bend County in the State of Texas (hereinafter designated County), acting herein by
County Judge Robert Hebert, by virtue of an order of Fort Bend County Commissioners Court, and
Electro-Mech Scoreboard (hereinafter designated Contractor).
(company name)

WITNESSETH:

The Contractor and the County agree that the bid and specifications for the **Provide and install scoreboards at Freedom Park** which are hereto attached and made a part hereof, together with this instrument and the bond (when required) shall constitute the full agreement and contract between parties and for furnishing the items set out and described; the County agrees to pay the prices stipulated in the accepted bid.

It is further agreed that this contract shall not become binding or effective until signed by the parties hereto and a purchase order authorizing the items desired has been issued.

Executed at Richmond, Texas this 22 day of March 2016.

By:  **Fort Bend County, Texas**
County Judge Robert E. Hebert

By: 
Signature of Contractor

By: Jim Ledford, National Sales Manager
Printed Name and Title

BASE BID



QUOTATION

Quote Date: February 10, 2016

Quote Number: 0006353

Page 1 of 2

Rev. 2/10/2016 15.74354

Quote Prepared For:

Ft Bend Recreation
301 Jackson Street
Richmond, TX 77469

Contact Information and Notes:

Ft Bend Recreation
301 Jackson Street
Debbie Kaminski 281-341-8643
Richmond, TX 77469

Customer ID	Payment Terms	Good Through	Sales Rep
CRM999	NET 30 DAYS	4/30/2016	Jimmy Dabney

Qty.	Item ID	Description	Unit Price	Amount
1	319-40-1730	LX1730,BASEBALL,20FT X 6-1/2FT - control console included - 18 standard color options for paint and captions - 5 year warranty that includes bench labor - all mounting hardware included	7,648.00	7,648.00
3	319-40-1720	LX1720, BASEBALL, 16FT X 6FT - control console included - 18 standard color options for paint and captions - 5 year warranty that includes bench labor - all mounting hardware included	6,272.00	18,816.00
4	332-40-4000	SL-400, TX-RX SET, ALL TYPES	700.00	2,800.00
4	332-50-0050	CONSOLE UPGRADE, INT. BATT.	144.00	576.00
1	318-58-4820	ARCHED TRUSS, 20FTX4FT	5,184.00	5,184.00
3	318-58-3616 /319-65-1005	ARCHED TRUSS, 16FTX3FT INSTALLATION	4,224.00 0.00	12,672.00 16,000.00

Continued



QUOTATION

Quote Date: February 10, 2016

Quote Number: 0006353

Page 2 of 2

Rev. 2/10/2016 15.74354

Quote Prepared For:

Ft Bend Recreation
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301 Jackson Street
Debbie Kaminski 281-341-8643
Richmond, TX 77469

Customer ID	Payment Terms	Good Through	Sales Rep
CRM999	NET 30 DAYS	4/30/2016	Jimmy Dabney
Qty.	Item ID	Description	Unit Price Amount

- INSTALLATION INCLUDES AUGERING HOLES AND SETTING NEW POSTS/I-BEAMS. INSTALLING NEW SCOREBOARD, INSTALLING MANUFACTURER'S RECOMMENDED POWER DISCONNECT ON POSTS AND RUNNING POWER LINES FROM DISCONNECT INTO SCOREBOARD. (OWNER TO PROVIDE MANUFACTURER'S SPECIFIED POWER (120VAC) TO SCOREBOARD LOCATION AND MAKE FINAL ELECTRICAL CONNECTION TO DISCONNECT). INSTALLATION INCLUDES FINAL POWER UP AND TESTING OF SCOREBOARD.

- INSTALLATION DOES NOT INCLUDE STAMPED ENGINEERED DRAWINGS OR COSTS ASSOCIATED WITH ADDITIONAL STRUCTURE OR FOOTINGS REQUIRED BY ENGINEERED DRAWINGS, COSTS ASSOCIATED WITH THE AMENDMENT OF UNSUITABLE SOILS (INCLUDING BUT NOT LIMITED TO REMOVAL OF ROCK, BACKFILLING OF VOIDS CAUSED BY ROCK REMOVAL, SANDY SILTY SOIL, ETC), REMOVAL OF EXCAVATED MATERIALS, PERMITTING OR LICENSING FEES. INSTALLATION DOES NOT INCLUDE ADDITIONAL RETURN TRIPS DUE TO CIRCUMSTANCES NOT DIRECTLY CONTROLLED BY ELECTRO-MECH (e.g. proper power not provided, inclement weather, etc.)

Quote Note
BASE BID

Net Order: 63,696.00
Freight: 1,500.00
Sales Tax: 0.00
Order Total: 65,196.00
Order Balance: 65,196.00

Thank you for allowing us the opportunity to quote. Please call if you have any questions. To convert this quotation directly into an order, please provide a signature, purchase order number, and date on the lines shown below.

Signature of Authorized Purchaser

Purchase Order Number

Date



FORT BEND COUNTY

FREEDOM PARK

BALL



STRIKE



OUT



GUEST

1



RUNS



HOME



Project Specs:

Model LX1720 Outdoor LED Baseball Scoreboard

Royal Blue with White Accent Striping

White Captions

Red LEDs

16 ft. Top Arched Panel:
1.5 ft. Shoulders
3 ft. Overall Height

Panel Graphics

AUTHORIZED SIGNATURE / DATE:

Ft. Bend County Rec. Dept. LX1720-B: File Name

Jim Ledford: Sales Rep

Date: February 10, 2016

AM: Artist

By signing this form, you are telling Electro-Mech to spend your money to purchase materials, cut metal, print artwork, assemble, paint, and otherwise go forward with the project as illustrated and described above. Your signature, in conjunction with a purchase order, signed quote, advanced payment or other acknowledgement of financial responsibility, is your commitment that colors are right, words are spelled correctly, logos look good, and any trademarked or copy-righted materials are used with permissions of their owners.



Project Specs:
 Model LX1730 Outdoor
 LED Baseball Scoreboard

Shamrock Green with
 Golden Yellow Striping

White Captions

Amber LEDs

20 ft. Top Arched Panel:
 2 ft. Shoulders
 4 ft. Overall Height

Panel Graphics

WELCOME TO

FREEDOM PARK

BALL	3	STRIKE	1	OUT	2	BATTER	84
GUEST	0	0	0	0	0	2	0
HOME	0	1	0	2	0	1	3
	1	2	3	4	5	6	7
	8	9					
							RUNS
							3
							7

ELECTRO-MECH

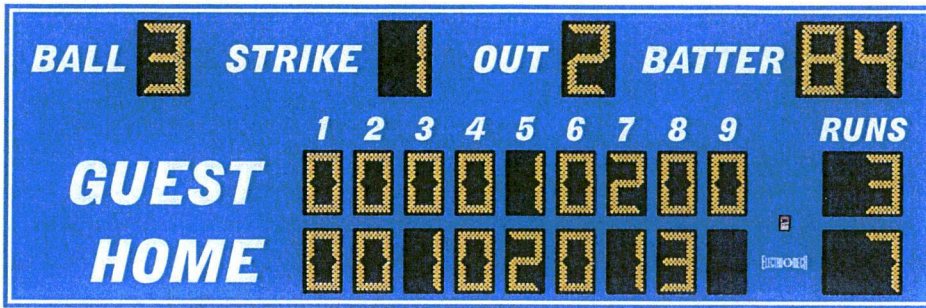
AUTHORIZED SIGNATURE / DATE:

Ft. Bend County Rec. Dept. LX1730-B: File Name
 Jim Ledford: Sales Rep
 Date: February 10, 2016
 AM: Artist

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MODEL LX1730
Outdoor
Baseball



Dimensions	Weight	Cabinet Material	Caption Height	Accent Material
20 ft. x 6.5 ft.	380 lbs.	Aluminum	11.5 in., 7 in., 6 in.	2.4 mil cast vinyl
Digit Height	Indicator Size	Digit Colors	Electrical	
18 in., 15 in.	N/A	Amber or Red	4.0 Amps, 120 VAC	

STANDARD EQUIPMENT & FEATURES

- Single cabinet design with heavy duty extruded aluminum framing
- Light weight, rust free, all aluminum construction
- Mounting hardware for permanent installation on posts without the need for on site fabrication
- Automotive grade baked on enamel based paint applied to the scoreboard face
- Choice of 18 standard paint colors
- Choice of amber or red LED displays
- LED display circuit scoreboards conformal coated for outdoor use
- Full-sized 37-key control console with LCD display
- Fifty programmable brightness levels
- Junction box and patch cable for hardwired installations
- Five-year limited warranty
- Toll free technical support via phone and online for the life of the product

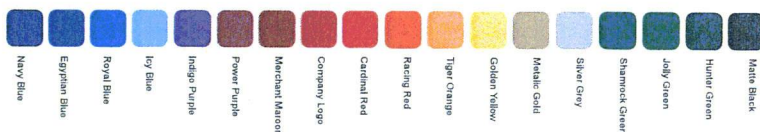
OPTIONAL EQUIPMENT & UPGRADES

- Electronic Team Names
- ID panels with custom graphics, in a variety of sizes, shapes and styles, to mount above, below, or beside the scoreboard
- Extended configurations for ID panels built into the left or right side of the scoreboard cabinet
- Full color video and other electronic display panels
- Stadium Sound System packages
- Custom paint colors
- Team name in place of HOME
- Up to 1,000 feet of data cable for hardwired installations
- ScoreLink Wireless RF modem system for wireless communication
- Additional warranty and support plans

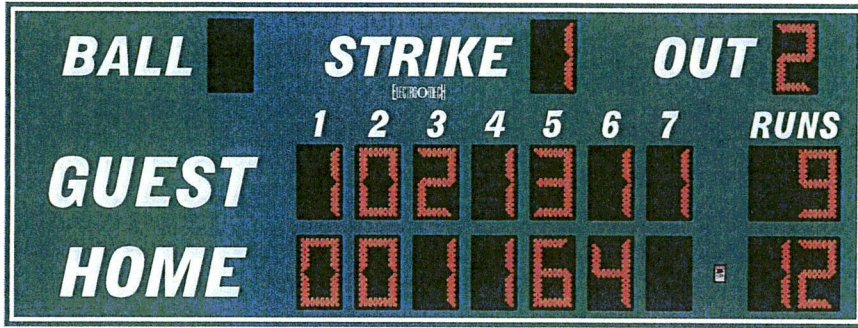
DIGITS / INDICATORS:

Ball, Strike, Out, and Batter Number digits are 18 inches tall, while all other digits are 15 inches tall. Digits and indicators are formed from matrices of super-bright, long-lasting, energy-efficient LEDs (Light Emitting Diodes). Choose either amber or red LEDs for all outdoor products. Our LED displays are protected by aluminum masks that allow the hard epoxy shells of the LEDs to be exposed for maximum viewing angles.

PAINT COLOR OPTIONS



ELECTRO-MECH
SCOREBOARD COMPANY
72 Industrial Blvd.
Wrightsville, GA 31096
(800)-445-7846
electro-mech.com



MODEL LX1720
Outdoor
Baseball

Dimensions	Weight	Cabinet Material	Caption Height	Accent Material
16 ft. x 6 ft.	300 lbs.	Aluminum	11 in., 9 in., 6 in.	2.4 mil cast vinyl

Digit Height	Indicator Size	Digit Colors	Electrical
15 in.	N/A	Amber or Red	2.9 Amps, 120 VAC

STANDARD EQUIPMENT & FEATURES

- Single cabinet design with heavy duty extruded aluminum framing
- Light weight, rust free, all aluminum construction
- Mounting hardware for permanent installation on posts without the need for on site fabrication
- Automotive grade baked on enamel based paint applied to the scoreboard face
- Choice of 18 standard paint colors
- Choice of amber or red LED displays
- LED display circuit scoreboards conformal coated for outdoor use
- Full-sized 37-key control console with LCD display
- Fifty programmable brightness levels
- Junction box and patch cable for hardwired installations
- Five-year limited warranty
- Toll free technical support via phone and online for the life of the product

OPTIONAL EQUIPMENT & UPGRADES

- Electronic Team Names
- ID panels with custom graphics, in a variety of sizes, shapes and styles, to mount above, below, or beside the scoreboard
- Extended configurations for ID panels built into the left or right side of the scoreboard cabinet
- Full color video and other electronic display panels
- Stadium Sound System packages
- Custom paint colors
- Team name in place of HOME
- Up to 1,000 feet of data cable for hardwired installations
- ScoreLink Wireless RF modem system for wireless communication
- Additional warranty and support plans

DIGITS / INDICATORS:

All digits for this model are 15 inches tall. Digits and indicators are formed from matrices of super-bright, long-lasting, energy-efficient LEDs (Light Emitting Diodes). Choose either amber or red LEDs for all outdoor products. Our LED displays are protected by aluminum masks that allow the hard epoxy shells of the LEDs to be exposed for maximum viewing angles.

PAINT COLOR OPTIONS



ELECTRO-MECH
SCOREBOARD COMPANY
72 Industrial Blvd.
Wrightsville, GA 31096
(800)-445-7846
electro-mech.com

VOLUNTARY ALTERNATE 2



QUOTATION

Quote Date: February 10, 2016

Quote Number: 0006360

Page 1 of 2

Rev. 2/10/2016 15.42549

Quote Prepared For:

Ft Bend Recreation
301 Jackson Street
Richmond, TX 77469

Contact Information and Notes:

Ft Bend Recreation
301 Jackson Street
Debbie Kaminski 281-341-8643
Richmond, TX 77469

Customer ID	Payment Terms	Good Through	Sales Rep
TXRICHMOND2	NET 30 DAYS	4/30/2016	Jimmy Dabney

Qty.	Item ID	Description	Unit Price	Amount
1	319-40-1730	LX1730,BASEBALL,20FT X 6-1/2FT	7,648.00	7,648.00
3	319-40-1720	LX1720, BASEBALL, 16FT X 6FT	6,272.00	18,816.00
4	332-40-4000	SL-400, TX-RX SET, ALL TYPES	700.00	2,800.00
4	332-50-0050	CONSOLE UPGRADE, INT. BATT.	144.00	576.00
1	318-60-0024	ID PANEL, 2FT TALL, EXT	1,216.00	1,216.00
	Width	20 Feet Wide		
	Location	Top		
	Dome Option	24 Inch Radius Dome		
3	318-60-0024	ID PANEL, 2FT TALL, EXT	1,050.00	3,150.00
	Width	16 Feet Wide		
	Location	Top		
	Dome Option	24 Inch Radius Dome		
1	*INSTALL		16,000.00	16,000.00

Continued



QUOTATION

Quote Date: February 10, 2016

Quote Number: 0006360

Page 2 of 2

Rev. 2/10/2016 15.42549

Quote Prepared For:

Ft Bend Recreation
301 Jackson Street
Richmond, TX 77469

Contact Information and Notes:

Ft Bend Recreation
301 Jackson Street
Debbie Kaminski 281-341-8643
Richmond, TX 77469

Customer ID	Payment Terms	Good Through	Sales Rep
TXRICHMOND2	NET 30 DAYS	4/30/2016	Jimmy Dabney

Qty.	Item ID	Description	Unit Price	Amount
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- INSTALLATION INCLUDES AUGERING HOLES AND SETTING NEW POSTS/I-BEAMS. INSTALLING NEW SCOREBOARD, INSTALLING MANUFACTURER'S RECOMMENDED POWER DISCONNECT ON POSTS AND RUNNING POWER LINES FROM DISCONNECT INTO SCOREBOARD. (OWNER TO PROVIDE MANUFACTURER'S SPECIFIED POWER (120VAC) TO SCOREBOARD LOCATION AND MAKE FINAL ELECTRICAL CONNECTION TO DISCONNECT). INSTALLATION INCLUDES FINAL POWER UP AND TESTING OF SCOREBOARD.

- INSTALLATION DOES NOT INCLUDE STAMPED ENGINEERED DRAWINGS OR COSTS ASSOCIATED WITH ADDITIONAL STRUCTURE OR FOOTINGS REQUIRED BY ENGINEERED DRAWINGS, COSTS ASSOCIATED WITH THE AMENDMENT OF UNSUITABLE SOILS (INCLUDING BUT NOT LIMITED TO REMOVAL OF ROCK, BACKFILLING OF VOIDS CAUSED BY ROCK REMOVAL, SANDY SILTY SOIL, ETC), REMOVAL OF EXCAVATED MATERIALS, PERMITTING OR LICENSING FEES. INSTALLATION DOES NOT INCLUDE ADDITIONAL RETURN TRIPS DUE TO CIRCUMSTANCES NOT DIRECTLY CONTROLLED BY ELECTRO-MECH (e.g. proper power not provided, inclement weather, etc.)

Quote Note

VOLUNTARY ALTERNATE # 2

Net Order:	50,206.00
Freight:	1,500.00
Sales Tax:	0.00
Order Total:	51,706.00
Order Balance:	51,706.00

Thank you for allowing us the opportunity to quote. Please call if you have any questions. To convert this quotation directly into an order, please provide a signature, purchase order number, and date on the lines shown below.

Signature of Authorized Purchaser

Purchase Order Number

Date



Project Specs:

Model LX1730 Outdoor
LED Baseball Scoreboard

Royal Blue with White
Accent Striping

White Captions

Red LEDs

20 ft. Top Domed Panel:
2 ft. Shoulders
4 ft. Overall Height

Panel Graphics

FREEDOM PARK

BALL 3 **STRIKE** 1 **OUT** 2 **BATTER** 84 **RUNS** 2

GUEST 2 0 0 0 0 0 0 0 0

HOME 2 1 3

1 2 3 4 5 6 7 8 9

ELECTRO-MECH

AUTHORIZED SIGNATURE / DATE:

Ft. Bend County Rec. Dept. LX1730-C: File Name

Jim Ledford: Sales Rep

Date: February 10, 2016

AM: Artist

By signing this form, you are telling Electro-Mech to spend your money to purchase materials, cut metal, print artwork, assemble, paint, and otherwise go forward with the project as illustrated and described above. Your signature, in conjunction with a purchase order, signed quote, advanced payment or other acknowledgement of financial responsibilities, is your commitment that colors are right, words are spelled correctly, logos look good, and any trademarked or copy-righted materials are used with permissions of their owners.



FREEDOM PARK

BALL	STRIKE	OUT							
GUEST									
HOME									

Project Specs:
 Model LX1720 Outdoor LED Baseball Scoreboard
 Royal Blue with White Accent Striping
 White Captions
 Red LEDs
 16 ft. Top Domed Panel: 2 ft. Shoulders 4 ft. Overall Height
 Panel Graphics

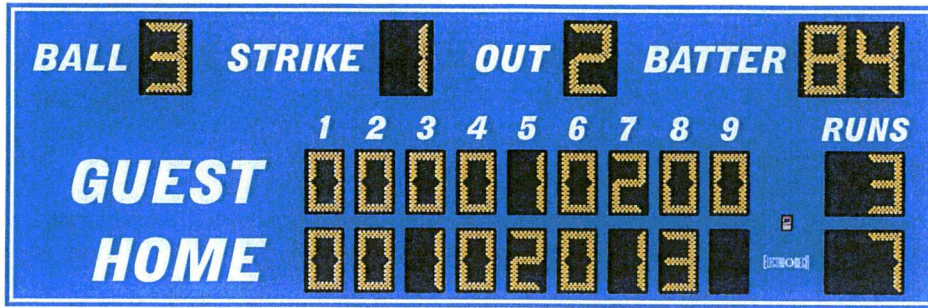
AUTHORIZED SIGNATURE / DATE:

Ft. Bend County Rec. Dept. LX1720-C: File Name
 Jim Ledford: Sales Rep
 Date: February 10, 2016
 AM: Artist

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MODEL LX1730
Outdoor
Baseball



Dimensions 20 ft. x 6.5 ft.	Weight 380 lbs.	Cabinet Material Aluminum	Caption Height 11.5 in., 7 in., 6 in.	Accent Material 2.4 mil cast vinyl
Digit Height 18 in., 15 in.	Indicator Size N/A	Digit Colors Amber or Red	Electrical 4.0 Amps, 120 VAC	

STANDARD EQUIPMENT & FEATURES

- Single cabinet design with heavy duty extruded aluminum framing
- Light weight, rust free, all aluminum construction
- Mounting hardware for permanent installation on posts without the need for on site fabrication
- Automotive grade baked on enamel based paint applied to the scoreboard face
- Choice of 18 standard paint colors
- Choice of amber or red LED displays
- LED display circuit scoreboards conformal coated for outdoor use
- Full-sized 37-key control console with LCD display
- Fifty programmable brightness levels
- Junction box and patch cable for hardwired installations
- Five-year limited warranty
- Toll free technical support via phone and online for the life of the product

OPTIONAL EQUIPMENT & UPGRADES

- Electronic Team Names
- ID panels with custom graphics, in a variety of sizes, shapes and styles, to mount above, below, or beside the scoreboard
- Extended configurations for ID panels built into the left or right side of the scoreboard cabinet
- Full color video and other electronic display panels
- Stadium Sound System packages
- Custom paint colors
- Team name in place of HOME
- Up to 1,000 feet of data cable for hardwired installations
- ScoreLink Wireless RF modem system for wireless communication
- Additional warranty and support plans

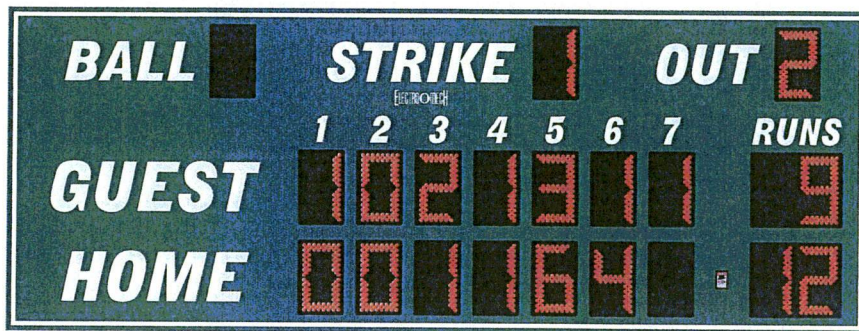
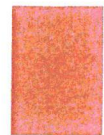
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Ball, Strike, Out, and Batter Number digits are 18 inches tall, while all other digits are 15 inches tall. Digits and indicators are formed from matrices of super-bright, long-lasting, energy-efficient LEDs (Light Emitting Diodes). Choose either amber or red LEDs for all outdoor products. Our LED displays are protected by aluminum masks that allow the hard epoxy shells of the LEDs to be exposed for maximum viewing angles.

PAINT COLOR OPTIONS



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(800)-445-7846
electro-mech.com



MODEL LX1720
Outdoor
Baseball

Dimensions	Weight	Cabinet Material	Caption Height	Accent Material
16 ft. x 6 ft.	300 lbs.	Aluminum	11 in., 9 in., 6 in.	2.4 mil cast vinyl
Digit Height	Indicator Size	Digit Colors	Electrical	
15 in.	N/A	Amber or Red	2.9 Amps, 120 VAC	

STANDARD EQUIPMENT & FEATURES

- Single cabinet design with heavy duty extruded aluminum framing
- Light weight, rust free, all aluminum construction
- Mounting hardware for permanent installation on posts without the need for on site fabrication
- Automotive grade baked on enamel based paint applied to the scoreboard face
- Choice of 18 standard paint colors
- Choice of amber or red LED displays
- LED display circuit scoreboards conformal coated for outdoor use
- Full-sized 37-key control console with LCD display
- Fifty programmable brightness levels
- Junction box and patch cable for hardwired installations
- Five-year limited warranty
- Toll free technical support via phone and online for the life of the product

OPTIONAL EQUIPMENT & UPGRADES

- Electronic Team Names
- ID panels with custom graphics, in a variety of sizes, shapes and styles, to mount above, below, or beside the scoreboard
- Extended configurations for ID panels built into the left or right side of the scoreboard cabinet
- Full color video and other electronic display panels
- Stadium Sound System packages
- Custom paint colors
- Team name in place of HOME
- Up to 1,000 feet of data cable for hardwired installations
- ScoreLink Wireless RF modem system for wireless communication
- Additional warranty and support plans

DIGITS / INDICATORS:

All digits for this model are 15 inches tall. Digits and indicators are formed from matrices of super-bright, long-lasting, energy-efficient LEDs (Light Emitting Diodes). Choose either amber or red LEDs for all outdoor products. Our LED displays are protected by aluminum masks that allow the hard epoxy shells of the LEDs to be exposed for maximum viewing angles.

PAINT COLOR OPTIONS



ELECTRO-MECH
SCOREBOARD COMPANY
72 Industrial Blvd.
Wrightsville, GA 31096
(800)-445-7846
electro-mech.com



WELCOME TO FREEDOM PARK

BALL **3** **STRIKE** **1** **OUT** **2** **BATTER** **84**

	1	2	3	4	5	6	7	8	9	RUNS
GUEST	0	0	0	0	0	0	2	0	0	3
HOME	0	0	0	0	2	0	0	0	0	0

ELECTRO-MECH

Project Specs:
 Model LX1730 Outdoor LED Baseball Scoreboard
 Royal Blue with White Accent Striping
 White Captions
 Red LEDs
 20 ft. Decorative Arched Truss with Non-Backlit Lettering:
 2 ft. Shoulders
 4 ft. Overall Height

AUTHORIZED SIGNATURE / DATE:

Ft. Bend County Rec. Dept. LX1730-A: File Name
 Jim Ledford: Sales Rep
 Date: February 10, 2016
 AM: Artist

By signing this form, you are telling Electro-Mech to spend your money to purchase materials, cut, metal, print artwork, assemble, paint, and otherwise go forward with the project as illustrated and described above. Your signature, in conjunction with a purchase order, signed quote, advanced payment or other acknowledgement of financial responsibilities, is your commitment that colors are right, words are spelled correctly, logos look good, and any trademarked or copy-righted materials are used with permissions of their owners.



WELCOME TO FRIEDDOM PARK

BALL	1	2	3	4	5	6	7	OUT	2
GUEST	0	2	3	3	3	3	3	STRIKE	9
HOME	0	3	3	3	5	4	4	1	12

Project Specs:

Model LX1720 Outdoor LED Baseball Scoreboard

Shamrock Green with Golden Yellow Accent Striping

White Captions

Amber LEDs

16 ft. Decorative Arched Truss with Non-Backlit Lettering:

1.5 ft. Shoulders

3 ft. Overall Height

AUTHORIZED SIGNATURE / DATE:

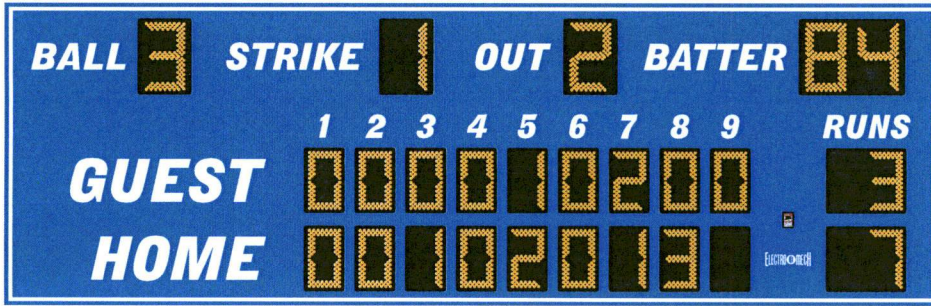
Ft. Bend County Rec. Dept. LX1720-A: File Name

Jim Ledford: Sales Rep

Date: February 10, 2016

AM: Artist

By signing this form, you are telling Electro-Mech to spend your money to purchase materials, cut metal, print artwork, assemble, paint, and otherwise go forward with the project as illustrated and described above. Your signature, in conjunction with a purchase order, signed quote, advanced payment or other acknowledgement of financial responsibilities, is your commitment that colors are right, words are spelled correctly, logos look good, and any trademarked or copy-righted materials are used with permissions of their owners.



MODEL LX1730
Outdoor
Baseball

Dimensions	Weight	Cabinet Material	Caption Height	Accent Material
20 ft. x 6.5 ft.	380 lbs.	Aluminum	11.5 in., 7 in., 6 in.	2.4 mil cast vinyl
Digit Height	Indicator Size	Digit Colors	Electrical	
18 in., 15 in.	N/A	Amber or Red	4.0 Amps, 120 VAC	

STANDARD EQUIPMENT & FEATURES

- Single cabinet design with heavy duty extruded aluminum framing
- Light weight, rust free, all aluminum construction
- Mounting hardware for permanent installation on posts without the need for on site fabrication
- Automotive grade baked on enamel based paint applied to the scoreboard face
- Choice of 18 standard paint colors
- Choice of amber or red LED displays
- LED display circuit scoreboards conformal coated for outdoor use
- Full-sized 37-key control console with LCD display
- Fifty programmable brightness levels
- Junction box and patch cable for hardwired installations
- Five-year limited warranty
- Toll free technical support via phone and online for the life of the product

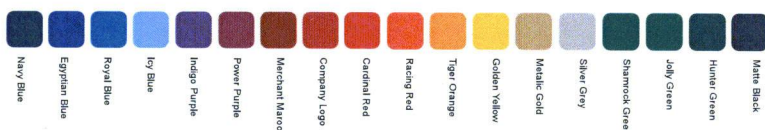
OPTIONAL EQUIPMENT & UPGRADES

- Electronic Team Names
- ID panels with custom graphics, in a variety of sizes, shapes and styles, to mount above, below, or beside the scoreboard
- Extended configurations for ID panels built into the left or right side of the scoreboard cabinet
- Full color video and other electronic display panels
- Stadium Sound System packages
- Custom paint colors
- Team name in place of HOME
- Up to 1,000 feet of data cable for hardwired installations
- ScoreLink Wireless RF modem system for wireless communication
- Additional warranty and support plans

DIGITS / INDICATORS:

Ball, Strike, Out, and Batter Number digits are 18 inches tall, while all other digits are 15 inches tall. Digits and indicators are formed from matrices of super-bright, long-lasting, energy-efficient LEDs (Light Emitting Diodes). Choose either amber or red LEDs for all outdoor products. Our LED displays are protected by aluminum masks that allow the hard epoxy shells of the LEDs to be exposed for maximum viewing angles.

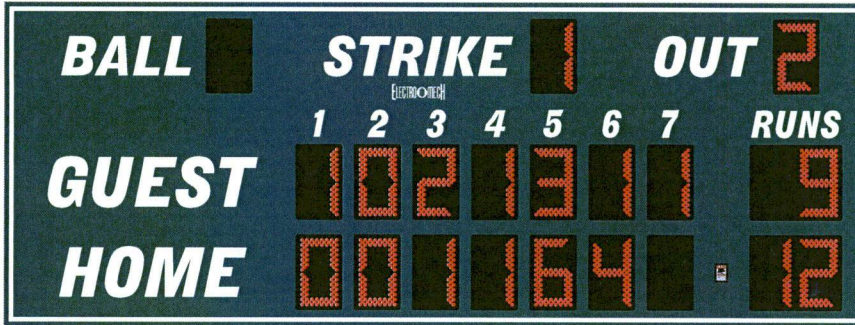
PAINT COLOR OPTIONS



ELECTRO-MECH
SCOREBOARD COMPANY
72 Industrial Blvd.
Wrightsville, GA 31096
(800)-445-7846
electro-mech.com



MODEL LX1720
Outdoor
Baseball



Dimensions 16 ft. x 6 ft.	Weight 300 lbs.	Cabinet Material Aluminum	Caption Height 11 in., 9 in., 6 in.	Accent Material 2.4 mil cast vinyl
Digit Height 15 in.	Indicator Size N/A	Digit Colors Amber or Red	Electrical 2.9 Amps, 120 VAC	

STANDARD EQUIPMENT & FEATURES

- Single cabinet design with heavy duty extruded aluminum framing
- Light weight, rust free, all aluminum construction
- Mounting hardware for permanent installation on posts without the need for on site fabrication
- Automotive grade baked on enamel based paint applied to the scoreboard face
- Choice of 18 standard paint colors
- Choice of amber or red LED displays
- LED display circuit scoreboards conformal coated for outdoor use
- Full-sized 37-key control console with LCD display
- Fifty programmable brightness levels
- Junction box and patch cable for hardwired installations
- Five-year limited warranty
- Toll free technical support via phone and online for the life of the product

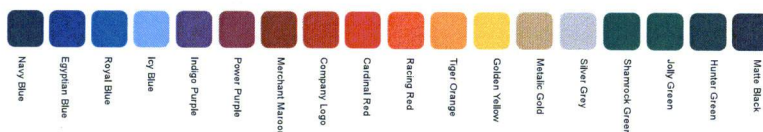
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DIGITS / INDICATORS:

All digits for this model are 15 inches tall. Digits and indicators are formed from matrices of super-bright, long-lasting, energy-efficient LEDs (Light Emitting Diodes). Choose either amber or red LEDs for all outdoor products. Our LED displays are protected by aluminum masks that allow the hard epoxy shells of the LEDs to be exposed for maximum viewing angles.

PAINT COLOR OPTIONS



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VOLUNTARY ALTERNATE 1



QUOTATION

Quote Date: February 10, 2016

Quote Number: 0006357

Page 1 of 2

Rev. 2/10/2016 15.31213

Quote Prepared For:

Ft Bend Recreation
301 Jackson Street
Richmond, TX 77469

Contact Information and Notes:

Ft Bend Recreation
301 Jackson Street
Richmond, TX 77469

Customer ID	Payment Terms	Good Through	Sales Rep
TXRICHMOND2	NET 30 DAYS	4/30/2016	Jim Ledford

Qty.	Item ID	Description	Unit Price	Amount
1	319-40-1730	LX1730,BASEBALL,20FT X 6-1/2FT	7,648.00	7,648.00
1	318-61-0048	ARCH ID PANL, 4FT TALL,EXT	2,048.00	2,048.00
	Width	20 Feet Wide		
	Location	Top		
3	319-40-1720	LX1720, BASEBALL, 16FT X 6FT	6,272.00	18,816.00
3	318-61-0036	ARCH ID PANL, 3FT TALL,EXT	1,228.80	3,686.40
	Width	16 Feet Wide		
	Location	Top		
4	332-40-4000	SL-400, TX-RX SET, ALL TYPES	640.00	2,560.00
0	544-10-4825	CARRYING CASE, CONSOLE	80.00	0.00
4	332-50-0050	CONSOLE UPGRADE, INT. BATT.	144.00	576.00
	/319-65-1005	INSTALLATION	0.00	16,000.00

- INSTALLATION INCLUDES AUGERING HOLES AND SETTING NEW POSTS/I-BEAMS. INSTALLING NEW SCOREBOARD, INSTALLING MANUFACTURER'S RECOMMENDED POWER DISCONNECT ON POSTS AND RUNNING POWER LINES FROM DISCONNECT INTO SCOREBOARD. (OWNER TO PROVIDE MANUFACTURER'S SPECIFIED POWER (120VAC) TO SCOREBOARD LOCATION AND MAKE FINAL ELECTRICAL CONNECTION TO DISCONNECT). INSTALLATION INCLUDES FINAL POWER UP AND TESTING OF SCOREBOARD.

Continued



QUOTATION

Quote Date: February 10, 2016

Quote Number: 0006357

Page 2 of 2

Rev. 2/10/2016 15.31213

Quote Prepared For:

Ft Bend Recreation
301 Jackson Street
Richmond, TX 77469

Contact Information and Notes:

Ft Bend Recreation
301 Jackson Street
Richmond, TX 77469

Customer ID	Payment Terms	Good Through	Sales Rep
TXRICHMOND2	NET 30 DAYS	4/30/2016	Jim Ledford
Qty.	Item ID	Description	Unit Price Amount

- INSTALLATION DOES NOT INCLUDE STAMPED ENGINEERED DRAWINGS OR COSTS ASSOCIATED WITH ADDITIONAL STRUCTURE OR FOOTINGS REQUIRED BY ENGINEERED DRAWINGS, COSTS ASSOCIATED WITH THE AMENDMENT OF UNSUITABLE SOILS (INCLUDING BUT NOT LIMITED TO REMOVAL OF ROCK, BACKFILLING OF VOIDS CAUSED BY ROCK REMOVAL, SANDY SILTY SOIL, ETC), REMOVAL OF EXCAVATED MATERIALS, PERMITTING OR LICENSING FEES. INSTALLATION DOES NOT INCLUDE ADDITIONAL RETURN TRIPS DUE TO CIRCUMSTANCES NOT DIRECTLY CONTROLLED BY ELECTRO-MECH (e.g. proper power not provided, inclement weather, etc.)

Quote Note

VOLUNTARY ALTERNATE # 1

Net Order: 51,334.40
Freight: 1,500.00
Sales Tax: 0.00
Order Total: 52,834.40
Order Balance: 52,834.40

Thank you for allowing us the opportunity to quote. Please call if you have any questions. To convert this quotation directly into an order, please provide a signature, purchase order number, and date on the lines shown below.

Signature of Authorized Purchaser

Purchase Order Number

Date



COUNTY PURCHASING AGENT
Fort Bend County, Texas

Gilbert D. Jalomo, Jr., CPPB
County Purchasing Agent

(281) 341-8640
Fax (281) 341-8642 or 341-8645

Vendor Information

Federal ID # or S.S #	[REDACTED]	Dun and Bradstreet #
Type of Business	<input checked="" type="checkbox"/> Corporation/LLC <input type="checkbox"/> Sole Proprietor/Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Tax Exempt Organization	
Legal Company Name	Electro-Mech Scoreboard	Year Business was Established _____
Remittance Address	P.O. Box 102	
City/State/Zip	Wrightsville, GA. 31096	
Physical Address	72 Industrial Blvd	
City/State/Zip	Wrightsville, GA. 31096	
County	<input type="checkbox"/> Fort Bend County Other: <input type="checkbox"/> Johnson County Georgia	
Phone/Fax Number	Phone: 800-445-7846	Fax: 478-864-0212
Contact Person	Jim Ledford	
E-mail	jledford@electro-mech.com	
Special Notes		
The Company listed above is a (check all that apply and attached certificate).	<input type="checkbox"/> DBE-Disadvantaged Business Enterprise Certification # _____ <input type="checkbox"/> SBE-Small Business Enterprise Certification # _____ <input type="checkbox"/> HUB-Texas Historically Underutilized Business Certification # _____ <input type="checkbox"/> WBE-Women's Business Enterprise Certification # _____ <input type="checkbox"/> MBE-Minority Business Enterprise Certification # _____	
Company's gross annual receipts:	<input type="checkbox"/> < \$500,000 <input type="checkbox"/> \$500,000-\$4,999,999 <input type="checkbox"/> \$5,000,000-\$16,999,999 <input type="checkbox"/> \$17,000,000-\$22,399,999 <input type="checkbox"/> >\$22,400,000	
NAICs codes (Please enter all that apply).		

PLEASE NOTE: W-9 needs to be attached in order to be entered into our system

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
 - I—A common trust fund as defined in section 584(a)
 - J—A bank as defined in section 581
 - K—A broker
 - L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
 - M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i) (A))	The grantor ⁴
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i) (B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Job No.: _____

TAX FORM/DEBT/ RESIDENCE CERTIFICATION
(for Advertised Projects)

Taxpayer Identification Number (T.I.N.): [REDACTED] _____

Company Name submitting Bid/Proposal: Electro-Mech Scoreboard Co

Mailing Address: P.O. Box 102 Wrightsville, GA. 31096

Are you registered to do business in the State of Texas? Yes No

If you are an individual, list the names and addresses of any partnership of which you are a general partner or any assumed name(s) under which you operate your business

NONE

I. **Property:** List all taxable property in Fort Bend County owned by you or above partnerships as well as any d/b/a names. Include real and personal property as well as mineral interest accounts. (Use a second sheet of paper if necessary.)

<u>Fort Bend County Tax Acct. No.*</u>	<u>Property address or location**</u>
<u>N/A</u>	<u>N/A</u>

* This is the property account identification number assigned by the Fort Bend County Appraisal District.

** For real property, specify the property address or legal description. For business personal property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored at a warehouse or other location.

II. **Fort Bend County Debt** - Do you owe any debts to Fort Bend County (taxes on properties listed in I above, tickets, fines, tolls, court judgments, etc.)?

Yes No If yes, attach a separate page explaining the debt.

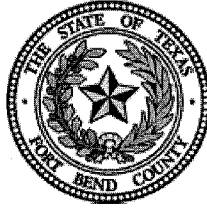
III. **Residence Certification** - Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Fort Bend County requests Residence Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

- (3) "Nonresident bidder" refers to a person who is not a resident.
- (4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

I certify that _____ is a Resident Bidder of Texas as defined in Government Code §2252.001.
[Company Name]

I certify that Electro-Mech Scoreboard Co. is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is Wrightsville, GA.
[City and State]

Mandatory Form



Contractor Acknowledgement of Stormwater Management Program

I hereby acknowledge that I am aware of the stormwater management program and standard operating procedures developed by Fort Bend County in compliance with the TPDES General Permit No. TXR040000. I agree to comply with all applicable best management practices and standard operating procedures while conducting my services for Fort Bend County. I agree to conduct all services in a manner that does not introduce illicit discharges of pollutants to streets, stormwater inlets, drainage ditches or any portion of the drainage system. The following materials and/or pollutant sources must not be discharged to the drainage system as a result of any services provided:

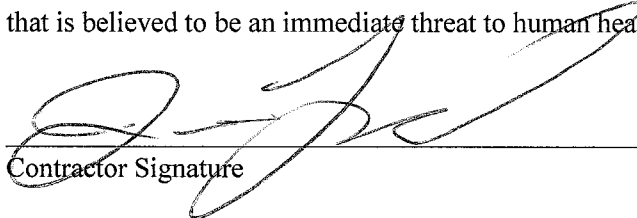
1. Grass clippings, leaves, mulch, rocks, sand, dirt or other waste materials resulting from landscaping activities, (except those materials resulting from ditch mowing or maintenance activities)
2. Herbicides, pesticides and/or fertilizers, (except those intended for aquatic use)
3. Detergents, fuels, solvents, oils and/or lubricants, other equipment and/or vehicle fluids,
4. Other hazardous materials including paints, thinners, chemicals or related waste materials,
5. Uncontrolled dewatering discharges, equipment and/or vehicle wash waters,
6. Sanitary waste, trash, debris, or other waste products
7. Wastewater from wet saw machinery,
8. Other pollutants that degrade water quality or pose a threat to human health or the environment.

Furthermore, I agree to notify Fort Bend County immediately of any issue caused by or identified by:

Electro-Mech Scoreboard

(Company/Contractor)

that is believed to be an immediate threat to human health or the environment.


Contractor Signature

02-10-2016

Date

Jim Ledford

Printed Name

National Sales Manager

Title



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/01/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME:	
Barry Walker Insurance Agency		PHONE (A/C, No, Ext):	
1009 Bellevue Avenue		FAX (A/C, No):	
Dublin GA 31021		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Utica National Insurance Company	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	
INSURED		NAIC #	
Electro-Mech Scoreboard Company, Inc.		12345	
PO Box 102			
Wrightsville GA 31096			

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		X	██████████	01/01/2016	01/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$	
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			██████████	01/01/2016	01/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			██████████	01/01/2016	01/01/2017	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	X	██████████	01/01/2016	01/01/2017	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	EQUIPMENT FLOATER			██████████	01/01/2016	01/01/2017	LEASED AND RENTED EQ 250,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Fort Bend County, Sugar Land, TX is show as Additional Insured.

CERTIFICATE HOLDER**CANCELLATION**

Fort Bend County	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE J Barry Walker
Sugar Land, TX	

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Electro-Mech Scoreboard Company Standard Warranty and Limitation of Liability for Scoreboards

Warranty Coverage

Electro-Mech warrants to the original end-user that the Equipment will be free from Defects (as defined below) in materials and workmanship for a period of five years from the date of invoice.

Electro-Mech's obligation under this Warranty is limited to, at Electro-Mech's option, replacing or repairing, any Equipment or part thereof that is found by Electro-Mech not to conform to the Equipment's specifications. Any defective part or component shall be returned to Electro-Mech for repair or replacement. Equipment determined not to conform to specifications will be repaired or replaced and returned to Purchaser with transportation charges prepaid.

Any replacement parts or Equipment will be new or serviceably used, comparable in function and performance to the original part or Equipment, and warranted for the remainder of the Warranty Period. Purchasing additional parts or Equipment from the Seller does not extend this Warranty Period.

Defects shall be defined as follows. With regard to the Equipment (excepting LEDs), a "Defect" shall refer to a material variance from the design specifications that prohibit the Equipment from operating for its intended use. With respect to LEDs, "Defects" are defined as LED pixels that cease to emit light. The limited warranty provided by Electro-Mech does not impose any duty or liability upon Electro-Mech for partial LED pixel degradation.

The Warranty does not provide for the replacement of communication methods including but not limited to, wireless systems, wire, fiber optic cable, conduit, or trenching for the purpose of overcoming local site interference.

THIS LIMITED WARRANTY IS NOT TRANSFERABLE.

Exclusion from Warranty Coverage

The limited warranty provided by Electro-Mech does not impose any liability upon Electro-Mech for:

- Any damage caused by the unauthorized adjustment, repair or service of the Equipment by anyone other than personnel of Electro-Mech or its authorized repair agents.
- Damage caused by the failure to provide a continuously suitable environment, including, but not limited to (i) neglect or misuse (ii) a failure or surges of electrical power (iii) any other cause other than ordinary use.
- Damage caused by vandalism, fire, flood, earthquake, water, wind, lightning or other natural disaster, or any other cause beyond Electro-Mech's reasonable control.
- Any statements made about the product by salesmen, dealers, distributors, or agents, unless such statements are in a written document signed by an officer of Electro-Mech.

Limitation of Liability

In no event shall Electro-Mech be liable for any special, consequential, incidental or exemplary damages arising out of or in any way connected the Equipment or otherwise, including but not limited to damages for lost profits, cost of substitute or replacement equipment, down time, lost data, or injury to property, or any damages or sums paid by Purchaser to third parties.

Electro-Mech Limited Warranty Statement Revised 2008-September-09

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Electro-Mech Scoreboard Co
Wrightsville, GA United States

Certificate Number:
2016-12510

Date Filed:
02/11/2016

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Ft Bend County, Texas

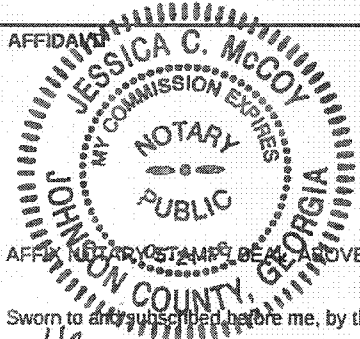
Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.
15-057
Provide and Install Scoreboards at Freedom Park

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Electro-Mech Scoreboard Co.	Wrightsville, GA United States	X	

5 Check only if there is NO Interested Party.

6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



[Signature]
Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Jim Redford, this the 11 day of Feb, 20 16, to certify which, witness my hand and seal of office.

[Signature]
Signature of officer administering oath

Jessica C McCoy
Printed name of officer administering oath

Admin Assistant
Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Electro-Mech Scoreboard Co
Wrightsville, GA United States

Certificate Number:
2016-12510

Date Filed:
02/11/2016

Date Acknowledged:
03/22/2016

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Ft Bend County, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

15-057
Provide and Install Scoreboards at Freedom Park

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Electro-Mech Scoreboard Co.	Wrightsville, GA United States	X	

5 Check only if there is NO Interested Party.

6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath