

# Staff Summary Report



Council Meeting Date: 3/26/2009

Agenda Item Number: \_\_\_\_\_

**SUBJECT:** Request approval of job order no. 4 to replace the existing scoreboard at Tempe Diablo Stadium through the existing job order contract with Foresite Design & Construction, Inc. and approval of a project contingency.

**DOCUMENT NAME:** 20090326PWTG03 DIABLO STADIUM (0706-01) PROJECT NO. 6309201

**COMMENTS:** Total amount for job order no. 4 is \$402,562 and the amount of the project contingency is \$40,000.

**PREPARED BY:** Theresa Galindo, Acting Engineering Contract Administrator (x8518)

**REVIEWED BY:** Andy Goh, Deputy PW Manager/City Engineer (x8896)  
Bob Pohlit, Sr. Recreation Coordinator (x5255)

**APPROVED BY:** Glenn Kephart, Public Works Manager (x8205)

**LEGAL REVIEW BY:** Judi Morgan, Assistant City Attorney (x8227)

**FISCAL NOTE:** Sufficient funds are available in Capital Improvement Fund No. 6309201.

**RECOMMENDATION:** Approve job order no. 4 with Foresite Design & Construction, Inc. in the amount of \$402,562, through the existing job order Contract No. C2008-138, and approve a project contingency of \$40,000.

**ADDITIONAL INFO:** The scope of work for this project includes demolition of the existing scoreboard, providing a layout of new foundations, install new netting and a new baseball scoreboard.

The underlying job order contract is C2008-138. Council has not previously approved any contingencies for this job order no. 4. This request will establish the amount of the contingency at \$40,000, which is approximately ten percent (10%) of the job order amount, to cover possible unforeseen conditions arising during construction

Staff reviewed the proposal from Foresite Design & Construction Inc. and found that it is in order. Foresite Design & Construction, Inc. is one of three contractors previously selected through a process consistent with A.R.S. § 34-601, *et seq.* for job order contracting services.

CITY OF TEMPE, ARIZONA  
PUBLIC WORKS DEPARTMENT  
DIVISION OF ENGINEERING

JOB ORDER NO. 4 TO FORESITE DESIGN & CONSTRUCTION, INC.  
THROUGH EXISTING CONTRACT NO. C2008-138

**CONSTRUCTION PHASE SERVICES FOR  
TEMPE DIABLO STADIUM SCOREBOARD REPLACEMENT**

**PROJECT NO. 6309201**

This **JOB ORDER NO. 4** is entered into on this 26<sup>th</sup> day of March, 2009, by and between the **City of Tempe**, an Arizona municipal corporation ("City") and **Foresite Design & Construction, Inc.** ("JOC CONTRACTOR") through the existing Contract made and entered into by and between the parties on July, 22, 2008 (Contract No. C2008-138).

**ARTICLE I – JOB ORDER PRICE AND WORK LOCATION:** JOC Contractor shall furnish any and all plant, materials, labor, construction equipment, services and transportation (all applicable taxes included) required for performing all work for the construction phase services for Tempe Diablo Stadium Scoreboard Replacement, (Project No. 6309201) ("Project") for the sum of Four Hundred Two Thousand Five Hundred Sixty Two Dollars (\$402,562), as detailed in the Proposal (Exhibit "A"), and to completely and totally construct the same and install the materials therein for the Project, in a good and workmanlike and substantial manner and to the satisfaction of City or its properly authorized agents and strictly pursuant to and in conformity with the Specifications and Plans for the Project and other documents that may be requested by the City through the Engineer or other properly authorized agents, as provided herein. The full street or physical address of the construction work location ("Work Location") is 2000 W. Alameda Drive. JOC Contractor shall list the Work Location in any subcontract related to this job order at any level and each subcontractor shall likewise include the Work Location in any of its subcontracts.

**ARTICLE II – REQUIRED SUBMITTALS:** JOC Contractor shall submit the completed forms referenced in the Forms Appendix (Exhibit "B") to City for approval prior to

receipt of a Notice to Proceed issued by City for the Project.

**ARTICLE III – AMENDMENT:** City of Tempe Contract No. C2008-138 and the terms and conditions contained in Contract No. C2008-138 and all exhibits attached to the Contract and to this Job Order No. 4 are by reference incorporated into this Job Order No. 4. All provisions of the underlying Contract where not inconsistent with this Job Order No. 4 shall remain binding on the parties.

**ARTICLE IV – CONTRACT TERM:** Work shall start as soon as practicable, and in no case later than seven (7) calendar days after the Notice to Proceed is issued by City, and shall be completed within one hundred five (105) calendar days thereafter.

**ARTICLE V – SPECIALLY DESIGNATED NATIONALS AND BLOCKED PERSONS LIST:** JOC represents and warrants to City that neither JOC nor any affiliate or representative of Contractor (i) is listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Asset Control, Department of the Treasury (OFAC) pursuant to Executive Order No. 13224, 66 Fed.Reg. 49079 (“Order”); (ii) is listed on any other list of terrorists or terrorist organizations maintained pursuant to the Order, the rules and regulations of OFAC or any other applicable requirements contained in any enabling legislation or other related Order(s); (iii) is engaged in activities prohibited in the Order; or (iv) has been convicted, pleaded *nolo contendere*, indicted, arraigned or custodially detained on charges involving money laundering or predicate crimes to money laundering. In addition, JOC certifies that it does not have a scrutinized business operation in either Iran or Sudan.

**ARTICLE VI - EMPLOYMENT LAWS:** JOC agrees and covenants that it will comply with any and all applicable governmental restrictions, regulations and rules of duly constituted authorities having jurisdiction insofar as the performance of the work and services pursuant to the Contract, and all applicable safety and employment laws, rules and regulations, including but not limited to, the Fair Labor Standards Act, the Walsh-Healey Act, and the

Arizona Fair and Legal Employment Act, and all amendments thereto, along with all attendant laws, rules and regulations. JOC acknowledges that a breach of this warranty is a material breach of this Contract and JOC is subject to penalties for violation(s) of this provision, including termination of this Contract. City retains the right to inspect the documents of any and all contractors, subcontractors and sub-subcontractors performing work and/or services relating to the Contract to ensure compliance with this warranty. Any and all costs associated with City inspection are the sole responsibility of Contractor. JOC hereby agrees to indemnify, defend and hold City harmless for, from and against all losses and liabilities arising from any and all violations thereof.

**ARTICLE VII - EQUAL OPPORTUNITY:** City is an equal opportunity, affirmative action employer. JOC hereby covenants that it shall not discriminate unlawfully against any employee or applicant for employment, nor shall it deny the benefits of this Contract, to any person on the basis of race, color, national origin, physical or mental disability, age, sex or veteran status. JOC covenants and agrees that it will comply in all respects with the applicable provisions of the Executive Order 11246, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Vietnam Era Veterans' Readjustment Assistance Act, the Rehabilitation Act, and any other applicable state and federal statutes governing equal opportunity.

JOC further agrees to include the provisions of this section in any and all subcontracts hereunder. Any violation of such provisions shall constitute a material breach of this Contract.

[SIGNATURE PAGE TO FOLLOW]

Construction Phase Services for  
Tempe Diablo Stadium Scoreboard Replacement  
Project No. 6309201

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

CITY OF TEMPE, ARIZONA

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
Public Works Manager

ATTEST:

Recommended by:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Deputy PW Manager/City Engineer

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

**JOC Contractor warrants that the person who is signing this Job Order on behalf of JOC Contractor is authorized to do so and to execute all other documents necessary to carry out the terms of this Job Order.**

FORESITE DESIGN & CONSTRUCTION, INC.

By: \_\_\_\_\_  
Name

Its: \_\_\_\_\_  
Title

\_\_\_\_\_  
Federal I.D. No./Social Security No.

Certified to be a true and exact copy.

\_\_\_\_\_  
Karen M. Fillmore  
Records Specialist

**EXHIBIT B**

**FORMS APPENDIX**

The following forms shall be completed and submitted with each Job Order.

LIST OF SUBCONTRACTORS ..... SB-1

STATUTORY PERFORMANCE BOND ..... B-1

STATUTORY PAYMENT BOND ..... B-3



STATUTORY PERFORMANCE BOND PURSUANT TO TITLE 34,  
CHAPTER 6, OF THE ARIZONA REVISED STATUTES  
(Penalty of this bond must be 100% of the Contract amount)

KNOW ALL MEN BY THESE PRESENTS:

That, \_\_\_\_\_ (hereinafter called the Principal), as Principal and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, with its principal office in the City of \_\_\_\_\_, (hereinafter called the Surety), are held and firmly bound unto \_\_\_\_\_ (hereinafter called the Obligee) in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the 26<sup>th</sup> day of March, 2009, to complete Project No. 6309201, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, the condition of this obligation is such, that if the said Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said Contract during the original term of said contract and any extension thereof, with or without notice to the Surety, and during the life of any guaranty required under the Contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligation shall be void, otherwise to remain in full force and effect.

Provided, however, that this bond is executed pursuant to the provisions of Title 34, Chapter 6, of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of said Title and Chapter, to the extent as if it were copied at length herein.

The prevailing party in a suit on this bond shall recover as part of the judgment reasonable attorney fees that may be fixed by the Court. The performance under this bond is limited to the construction to be performed under this contract and does not include any design services, preconstruction services, finance services, maintenance services, operations services or any other related services included in the contract.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
PRINCIPAL SEAL

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

\*\*  
\_\_\_\_\_  
SURETY SEAL

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

\_\_\_\_\_  
AGENCY ADDRESS

\*\* Surety hereby acknowledges they are licensed to do business in the State of Arizona \*\*

STATUTORY PAYMENT BOND PURSUANT TO TITLE 34,  
CHAPTER 6, OF THE ARIZONA REVISED STATUTES  
(Penalty of this bond must be 100% of the Contract amount)

KNOW ALL MEN BY THESE PRESENTS:

That, \_\_\_\_\_ (hereinafter called the Principal), as Principal and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, with its principal office in the City of \_\_\_\_\_, (hereinafter called the Surety), as held and firmly bound unto \_\_\_\_\_ (hereinafter called the Obligee) in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the 26<sup>th</sup> day of March, 2009, to complete Project No. 6309201, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

Now, therefore, the condition of this obligation is such, that if the said Principal shall promptly pay all monies due to all persons supplying labor or materials to the principal or the principal's subcontractors in the prosecution of the construction provided for the contract, then this obligation shall be void, otherwise to remain in full force and effect;

Provided, however, that this bond is executed pursuant to Title 34, Chapter 6, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of said Title and Chapter to the same extent as if it were copied at length in this Contract.

The prevailing party in a suit on this bond shall recover as a part of the judgment reasonable attorney fees that may be fixed by the Court.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
PRINCIPAL SEAL

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

\*\*  
\_\_\_\_\_  
SURETY SEAL

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

\_\_\_\_\_  
AGENCY ADDRESS

\*\* Surety hereby acknowledges they are licensed to do business in the State of Arizona \*\*

**CITY OF TEMPE  
TEMPE, ARIZONA  
DEPARTMENT OF PUBLIC WORKS**

**JOC CONTRACTOR'S AFFIDAVIT  
REGARDING  
SETTLEMENT OF CLAIMS**

\_\_\_\_\_  
Arizona  
  
Date \_\_\_\_\_

**CONSTRUCTION PHASE SERVICES FOR  
TEMPE DIABLO STADIUM SCOREBOARD REPLACEMENT  
PROJECT NO. 6309201**

To the City of Tempe, Arizona

This is to certify that all lawful claims for materials, rental of equipment and labor used in connection with the construction of the above project, whether by subcontractor or claimant in person, have been duly discharged or will be discharged after receipt of the final payment from the City of Tempe for the above project.

The undersigned, for the consideration of \$ \_\_\_\_\_, as set out in the final pay estimate, as full and complete payment under the terms of the contract, hereby waives and relinquishes any and all further claims or right of lien under, in connection with, or as a result of the above described project against the City of Tempe. The undersigned further agrees to defend, indemnify and save harmless the City of Tempe against any and all liens, claims of liens, suits, actions, damages, charges and expenses whatsoever, which said City may suffer arising out of the failure of the undersigned to pay for all labor performances, materials, and/or equipment furnished for the performance of said installation.

Signed and dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Job Order Contractor  
  
By: \_\_\_\_\_

STATE OF ARIZONA            )  
  ) ss  
COUNTY OF MARICOPA        )

The foregoing instrument was subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2009.

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

[Seal]

RECEIVED

JAN 27 2009

City of Tempe  
Engineering Division

January 27, 2009

EXHIBIT A

**JOC PROPOSAL FORM:**

Mr. Tom Wilhite  
City of Tempe  
31 East 5th Street  
Tempe, Arizona 85281

RE: Tempe Diablo Stadium Scoreboard replacement  
Construction Phase Services

Dear Mr. Wilhite,

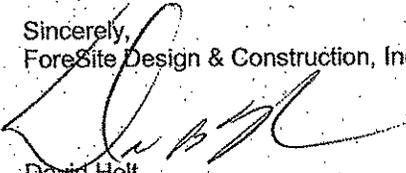
ForeSite Design & Construction, Inc. proposes to furnish all labor, materials, tools and equipment necessary for the replacement of the existing scoreboard of the above referenced project with a new scoreboard per the project description stated below for the total sum of: **Four Hundred Two Thousand Five Hundred Sixty-two and 00/100<sup>th</sup> Dollars (\$ 402,562.00)**

The above proposal value is based upon the monopole support system located at the fence and having a 10" hgt. System to include a color LED message center.

In submitting this proposal, we agree:

1. To hold the proposal open for thirty (30) days after the date of this proposal.
2. To commence with the project construction within ten (10) days upon written notice to proceed and City of Tempe building permit.
3. To accomplish the work in accordance with the JOC contract documents and the following project description, clarifications and exclusions listed below.

Sincerely,  
ForeSite Design & Construction, Inc.

  
David Holt  
Director of Preconstruction Services

TWW

## Project description:

The base proposal is for a new 26' h x 48' w scoreboard assembly using the monopole support structure with a 10' hagl. This system is further described as follows:

### General conditions & requirements –

- The construction of the project is anticipated to take six (6) weeks to implement. The proposal includes project supervision, temporary toilet, site clean-up and dumpsters for the duration of the project.

### Sitework –

- Provide for public blue stake and a private locator service to mark existing underground utilities in or around the proposed scoreboard location.
- Maintain dust control of the work area to meet Maricopa County regulations.
- Install fencing and barricades as required for the protection of the public and workmen around the site and over foundation excavations.
- Upon completion of the new scoreboard installation, grade and rake the surrounding area to return it to native elevation.

### Demolition –

- Fill and submit the NESHAP demolition notification application and pay associated demolition permit fees.
- Salvage the Angel's "A" logo from the existing scoreboard.
- Disconnect and make safe the existing electrical power circuits to the scoreboard. Remove the existing electrical disconnects and conductors.
- Disconnect the existing protective netting that is attached to the scoreboard supports and remove the netting back to the adjoining support poles.
- Uncover the existing steel support columns below grade to exposed the concrete foundation top and torch the steel columns to remove the existing scoreboard. Cut the scoreboard into pieces and legally dispose of the debris.

### Structure –

- Provide layout of new foundations and establish vertical elevations.
- Furnish and install foundation drilling, earth spoil removal, reinforcing steel and a single 36" round steel pole with a 5' diameter concrete foundation 17' deep for the new scoreboard support.
- An allowance of \$5,000 is included for potential hard dig or sluffing soil conditions
- Provide all steel framing, backing and connections to support the new scoreboard.
- Furnish and install a structural steel frame system similar to the existing framing system to be used as signage backup mounted on the new scoreboard steel support system.
- All steel components to be finish painted.

### Netting –

- Furnish and install a 6' high pole extension on the North netting pole.
- Provide new 30' high x 250' long K21 treated baseball netting, rope bound between the existing poles. This will now be continuous in front of the new scoreboard.

### Scoreboard –

- Furnish and install a new baseball scoring display per the attached Daktronics layout. The display consists of an 8'-0" high sponsor panel, a monochrome LED scoreboard, a color LED message center and four (4) advertiser panels.
- The message center has a pixel pitch of 23 mm with a 112 x 480 pixel matrix. The viewing angle is 140 degrees. Smaller pixel matrix areas are available as a cost savings.
- The scoreboard team names are programmable. A wireless control has been included for the scoreboard features only.
- New computer, software, controller and fiberoptic cable are included in the package. A \$1,380 allowance is included for the laptop computer. Prepackaged Animations are not included.
- Reinstallation of the Angel's "A" logo is included.
- Advertisers copy area on sign panels will be blank.

Electrical –

- o Furnish and install a new 200 amp disconnect with sealite flex connections.
- o Trench, conduit and wire for relocation of feeder conduit to new scoreboard location.
- o An allowance of \$10,000 has been included to establish a raceway system from the scoreboard to the control booth if the existing conduit run is unusable.

**Clarifications and qualifications:**

1. Our approach to this project is based on a continuous work flow. Once the project team develops a schedule and we mobilize to start work, work will continue without significant "stops". All owner provided scopes of work and owner provided material and equipment will be furnished timely based on the schedule.
2. Proposal anticipates that the soil conditions will allow for a normal dig. No hard rock or rubble conditions are anticipated.
3. ForeSite will be allowed to utilize the existing water and power sources on site for the construction of the project. All consumption costs will be paid by City of Tempe Diablo Stadium.
4. The existing palm trees will be removed by the City of Tempe forces.
5. The existing concrete foundations for the existing scoreboard will be left in place.
6. The existing conduit raceway housing the control wiring to the existing scoreboard will be reused for the new fiberoptic cable run.

**Exclusions:**

- Asbestos abatement or hazardous material removal
- Plan review and Building Permit fees
- Development fees & utility company charges
- Material acceptance testing and/or special inspections
- Hard rock excavation
- Temporary utilities
- Conduit raceway for new fiberoptic control cabling
- Advertiser sign artwork or finish signage

*TWW*



## City of Tempe

### Job Order Price

COT Project Name: **Tempe Diablo Stadium Scoreboard Replacement** 1/23/2009  
COT Project Number: **Construction Phase Services**

Price of Subcontractor(s)	\$324,667
Price of Subconsultant(s) (If applicable)	\$0
General Conditions	\$17,953
Preconstruction Labor (If applicable)	
Construction Labor	\$598
<b>Subtotal</b>	<b>\$343,218</b>
Overhead and Profit ( 7 % )	\$28,179
<b>Total</b>	
Insurance (1.79%)	\$7,206
Bonds (0.95%)	\$3,824
Sales tax (5.265%)	\$20,135
<b>Combined Total</b>	<b>\$402,562</b>
<b>Contractor's Contingency</b>	<b>\$0</b>
<b>Owner's Contingency</b>	<b>\$0</b>

*ELW*

Standard Estimate Report  
Construction Phase

Tamara Diablo Stadium  
New scoreboard installation  
15' HAGL option

Project name	Construction Phase
	Tamara
	AZ
Estimator	David Heit
Labor rate table	1.0X w/bid
Job size	1 is
Bid date	1/23/2009 10:30 AM
Report format	Sorted by 'Group phase/Phase' 'Detail' summary

TWW

Standard Estimate Report  
Construction Phase

Item	Description	Takeoff Qty	Amount	Amount	Name	Amount	Amount	Amount
<b>GENERAL REQUIREMENTS</b>								
1.000								
1.002	Project Manager	1.50 wk	3,371	-		-	-	3,371
	Project Manager	60.00 Labor hours	3,371	-		-	-	3,371
1.003	Project Superintendent	6.00 wk	10,410	-		-	-	10,410
	Project Superintendent	240.00 Labor hours	10,410	-		-	-	10,410
1.011	General Field Supervisor	12.00 hr	780	-		-	-	780
	General Field Supervisor	12.00 Labor hours	780	-		-	-	780
1.209	Plans & Specifications	300.00 sht	300	-		-	-	300
	Plans & Specifications		300	-		-	-	300
1.305	Unload & Haul	4.00 ch	256	-		-	-	256
	Move Matri/Eq. On & Off Site		256	-		-	-	256
	Unload & Haul	8.00 Labor hours		-		-	-	
1.310	Office Supplies	1.50 mo	38	-		-	-	38
	Job Office Supplies		38	-		-	-	38
	Office Supplies			-		-	-	
1.315	Temporary Toilet	1.50 mo	173	-		-	-	173
	Temporary Toilet		173	-		-	-	173
1.329	Communications	1.50 mo	300	-		-	-	300
	Monthly Usage (in town)		300	-		-	-	300
	Broadband Rental Super.	1.50 mo	90	-		-	-	90
	Communications		390	-		-	-	390
1.408	Trash Hauling Service	1.00 ea	365	-		-	-	365
	JobSite Dumpsters		365	-		-	-	365
	Trash Hauling Service			-		-	-	
1.412	General Clean-up	16.00 hr	291	-		-	-	291
	General Clean-up	16.00 Labor hours	291	-		-	-	291
	General Clean-up	16.00 Equipment hours		-		-	-	
1.413	Safety & Inspections	8.00 hr	480	-		-	-	480
	Safety Consultant		480	-		-	-	480
	Safety & Inspections			-		-	-	
1.615	Gas & Minor Maint.	6.00 wk	1,080	-		-	-	1,080
	Gas & Minor Maint.	240.00 Equipment hours	1,080	-		-	-	1,080

*MM*

Standard Estimate Report  
Construction Phase

ForeSite Design & Const., Inc.

Item	Description	Takeoff Qty	Amount	Amount	Name	Amount	Amount	Amount
<b>GENERAL REQUIREMENTS</b>								
	336.00 Labor hours		15,108	703		653	1,480	17,953
	256.00 Equipment hours							0
<b>SITework</b>								
2.004	5 Underground Utility Locating	2.00 hr				300		300
	Basic Locating Services					300		300
2.010	60 Engineering Subcontractor	1.00 IS				1,700		1,700
	Engineering					1,700		1,700
2.040	60 Building Demolition	1.00 IS				485		485
	Barricades / fencing					485		485
	Building Demolition							
2.060	Subcontractor	1.00 IS				6,200		6,200
	Selective Demolition (EA)					6,200		6,200
	Demolition Subcontractor							
	Selective Demolition (EA)							
2.102	10 Dust Control	5.00 day	307	125			375	807
	Site Dust Control		307	125			375	887
	Dust Control							
	10.00 Labor hours							
	40.00 Equipment hours							
2.533	Subcontractor	1.00 IS				254,792		254,792
	Scoreboard					530		530
	Wireless capability					1,380		1,380
	Computer Allowance					1,949		1,949
	Rear signage framing					(16,250)		(16,250)
	Shop drawings & calculations					1,600		1,600
	Scoreboard Subcontractor					244,001		244,001
	Site Sport items							
2.830	Subcontractor	1.00 IS				4,895		4,895
	Fencing & Gates					4,895		4,895
	Netting Subcontractor							
	Fencing & Gates							
2.920	6 Misc Hand Raking/Grading	3,000.00 sf	291					291
	Landscaping-Misc Work		291					291
	Landscaping-Misc Work							
	16.00 Labor hours							
	15.00 Equipment hours							
<b>SITework</b>								
	26.00 Labor hours		598	125		257,581	375	258,679
	55.00 Equipment hours							0
5.000	STEEL							
5.100	Subcontractor	1.00 IS				47,665		47,665
	Structural Steel					5,000		5,000
	Scoreboard support Subcontractor							
	Hard rock allowance							

TWW

Item	Description	Takeoff Qty	Amount	Amount	Name	Amount	Amount	Amount
16.000	Structural Steel		0	0		52,665	0	52,665
<b>STEEL</b>								
<b>ELECTRICAL</b>								
16.001	Electrical	1.00	-	-		10,000	-	10,000
sub	5 Conduit run allowance Power to scoreboard Electrical	1.00	-	-		3,920	-	3,920
			0	0		13,920	0	13,920
<b>ELECTRICAL</b>								

**Estimate Totals**

Description	Amount	Totals	Rate
Labor	15,706		
Material	828		
Subcontract	324,819		
Equipment	1,885		
Other	343,218	343,218	
OVERHEAD AND PROFIT	28,179		7.000 %
GL & Auto INSURANCE	4,026		1.000 %
Installation Floater Policy	3,180		0.790 %
Tempe JOC Bond Rate	3,824	382,427	
	39,209		
Tempe Sales Tax (6.6% x 8.10%)	20,135	402,562	5.265 %
<b>Total</b>			

*FWW*



COT Project Name: Tempe Diablo Stadium Scoreboard Replacement  
 COT Project Number: Construction Phase Services

**LIST OF SUBCONTRACTORS**

In accordance with the provisions of Section 108.2 of the MAG Specifications, the JOC Contractor shall provide for each Job Order the information listed below regarding proposed subcontractors which are subject to approval by the City.

Subcontractor			
<u>Name</u>	<u>Address</u>	<u>Type of Work</u>	<u>% of Total Contract</u>
Integra Engineering	3100 E. Bonanza Road, Gilbert, AZ 85297	Construction staking	0.42
M & J Construction	101 W. Hatcher, Phoenix, AZ 85021	Demolition	1.54
Daktronics	2501 W. Behrend Dr., Suite 41, Phoenix, AZ 85027	Scoreboard	60.61
West Coast Netting	5075 Flightline Dr., Kingman, AZ 86401	Netting	1.22
Daktronics	2501 W. Behrend Dr., Suite 41, Phoenix, AZ 85027	Structural support	11.84
Jen Service	7469 E. Monte Cristo Ave., Scottsdale, AZ 85260	Electrical	0.98
Allowances		Hard rock & electrical conduit	3.73

TWW



DATE: 1-20-99 JOB: TENTE PABLO SCOREBOARD  
 SUBCONTRACTOR: M & J  
 NAME: MATT TELEPHONE: \_\_\_\_\_  
 ADDENDUMS: \_\_\_\_\_ Bid Taken By: RBH Time: \_\_\_\_\_  
 SECTION(S): \_\_\_\_\_ ITEM(S): SELECTIVE DEMO

Base Bid: \$ 5,600.-

Subcontract       Material FOB      Sales Tax      Bond  
 Labor Only       Job       Yes       Yes   
 Material Only       Other       No       No

Inclusions:

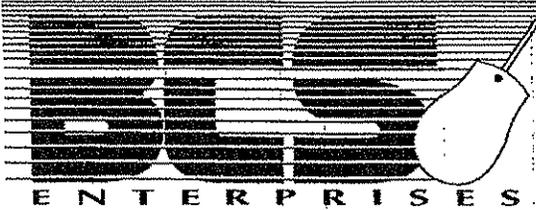
SAVAGE "A" LOGS  
REMOVE & DISPOSE: STEEL COLUMNS  
SCOREBOARD  
CUT OFF COLUMNS BELOW GRADE @ TOP OF CONCRETE  
PREP: 2  
1 DAY PREP & SAVAGE  
1 DAY CUT, REMOVE & DISPOSE.

Exclusions:

REMOVAL OF CONCRETE FOOTINGS, NEIGHBOR NOTIFICATION OR  
PERMIT FEES

ENTER \$ \_\_\_\_\_

ALTERNATE	ADD	DEDUCT	ALTERNATE	ADD	DEDUCT



AZ Lic. #069957-157 #069956-A05 #095066-B1

1275 W. HOUSTON AVENUE • GILBERT, ARIZONA 85233 • PHONE 633-8300 • FAX 633-8309

TO: FORESITE DESIGN & CONSTRUCTION, INC. 124 WEST ORION, SUITE F3 TEMPE AZ 85283

Date 1/19/2009

TELEPHONE 480-820-1345 FAX: 480-820-1305

Attn: DAVE HOLT

HEREINAFTER REFERRED TO AS THE "UNDERSIGNED"

B.C.S. Enterprises does hereby propose to furnish all equipment and all materials and perform all labor necessary to complete the following:

JOB LOCATION: TEMPE DIABLO STADIUM

REMOVE, HAUL-OFF AND DISPOSE OF EXISTING RIGHT FIELD SCOREBOARD. CUT STEEL COLUMNS FLUSH WITH GRADE AND LEAVE COLUMN FOOTINGS IN PLACE. SALVAGE ANGELS "A" LOGO TO OWNER. BANNER TO BE REMOVED BY OTHERS.

PROPOSAL INCLUDES FULL SUPERVISION, NESHAP DEMOLITION NOTIFICATION FEES, DEMOLITION PERMIT FEES AND TEN MILLION DOLLARS OF DEMOLITION-SPECIFIC GENERAL LIABILITY INSURANCE.

SPECIFIC EXCLUSIONS: UTILITY DISCONNECTS OR CAPPING; PUBLIC BARRIERS; SALES TAXES; BOND.

ANTICIPATE ONE DAY FOR PREP AND ONE DAY FOR REMOVALS.

All of the above work to be completed in a substantial and workmanlike manner according to standard practises for the sum of EIGHT THOUSAND NINE HUNDRED FIFTY-FIVE DOLLARS (\$ 8955.00 )

Payment to be made PER STANDARD AIA CONTRACT Penalty of 2% per month on all accounts past due. No retention unless specified above.

B.C.S. Enterprises will at all times maintain proper workmans compensation insurance. B.C.S. Enterprises will complete said job without undue delay provided, however, B.C.S. Enterprises shall be excused for delays beyond its control including but not limited to, strikes, lockouts, work stoppages, shortages of equipment or fuel and/or materials, acts of God, and delays caused by judicial bodies, governmental offices of agencies, or prime contractors, job supervisors or agents thereof.

In the event that B.C.S. Enterprises deems it necessary to file any type of claim to secure payment of money due under this contract, and or in the event B.C.S. Enterprises deems it necessary to employ an attorney to assist in collection or to file suit to collect any money due under this contract, or to act on its behalf due to breach of any provision, the undersigned, in each instance agrees to pay, in addition to any and all other sums due and owing hereunder, a reasonable sum as and for attorneys fees and any and all costs and expenses incurred and or paid by B.C.S. Enterprises, including but not limited to court costs.

B.C.S. Enterprises will not be responsible for utility or facility locating beyond a standard bluestake, or for any liability arising out of damage to underground utilities on the project in any nature whatsoever, and the undersigned agrees that damages to underground facilities or the expenses arising therefrom will be paid as an additional cost to the contract directly by the undersigned to parties claiming damage and undersigned will indemnify and hold B.C.S. Enterprises harmless from any loss as the result thereof. B.C.S. Enterprises is not responsible for the identification or handling of hazardous materials of any kind. This agreement does not cover any unseen underground structure or debris. Any such removal will be done only upon written order for same and at additional cost. Any backfill or compaction of areas excavated for demolition to be done by others unless specified above. Any alteration or deviation from the above specifications involving extra cost or labor will only be executed upon written orders for same, and will become an extra charge over the sum mentioned in this contract. All agreements must be in writing.

Respectfully submitted B.C.S. Enterprises

By [Signature]

ACCEPTANCE TIM RESTAD

602-519-2879 (M)

I, [Signature], have read the terms of the above agreement and

understand the same and have the authority to bind to the terms stated herein and do hereby authorize B.C.S. Enterprises to furnish all materials and labor to complete the work mentioned above and agree to pay the amount mentioned above according to the terms thereof.

ACCEPTANCE

(PRINCIPAL, OWNER OR AGENT)

Date



60

NOTE: THIS IS A SIGNATURE COPY. IT IS NOT A CONTRACT. NO LEGAL OBLIGATION IS CREATED BY THIS COPY.

TWN

**FORESITE CONSTRUCTION, INC. - BID TALLY SHEET**

PROJECT: Tempe Diablo Stadium Scoreboard      TRADES: Structure      Page 1  
 DATE/TIME: 1/23/2009      SPEC. SECT: \_\_\_\_\_

		SUBCONTRACTORS		
Company	Daktronics	RMG Outdoor /		
		Metro Sign		
Phone	623-939-6435	602-230-8634		
Fax	623-939-6341	602-230-9071		
Contact	Mike Mayhew	Bob Meyer		
	602-909-7379		1 2 3	1 2 3
Have seen ADDENDA?	1 2 3			
AMENDMENTS:				
	BASE BID:	\$61,500	\$0	
Design calculations & drawings	incl	incl		
Registered engineer stamp	incl	incl		
Multi post configuration	2 column	5 column		
Drill & place concrete footings	incl	incl		
Size - 3' x 13'-6" deep	incl	incl		
Reinforcing steel	incl			
Steel columns	incl	incl		
Catwalks and ladders	NO	(\$3,000)		
Metal frame for static backside	NO	(\$4,900)		
Installation	incl	\$38,800		
Finish painting of steel	incl			
Haul off of earth spoils	incl			
Bond amount	\$501	n/a		
FDCI Insurance Requirements				
<b>subtotal:</b>	\$50,149	\$92,400	\$0	
<b>Option: Mono Pole - 10' Hagl</b>				
Foundations	incl	\$67,258		
Steel assembly	incl			
catwalks & ladders	NO	(\$3,000)		
Metal frame for static backside	NO	(\$4,900)		
Installation	incl	\$35,000		
Bond amount	\$477	n/a		
<b>subtotal:</b>	\$47,665	\$94,358	\$0	
<b>TOTAL:</b>				

*MM*

**FORESITE CONSTRUCTION, INC. - BID TALLY SHEET**

Tempe Diablo Stadium Scoreboard  
1/23/2009

PROJECT:  
DATE/TIME:

SUBCONTRACTORS									
Company	Daktronics	RMG Outdoor / Metro Sign							
Phone	623-939-6435	602-230-8634							
Fax	623-939-6341	602-230-9071							
Contact	Mike Mayhew	Bob Meyer							
	602-909-7379								
Have seen ADDENDA?	1 2 3	1 2 3						1 2 3	1 2 3
AMENDMENTS:									
Option: Mono Pole - 30' Hagl									
Foundations	\$71,978	\$71,538							
Steel assembly	incl	incl							
catwalks & ladders	incl	incl							
Metal frame for static backside	NO	(\$3,000)							
Installation	NO	(\$4,900)							
Bond amount	incl	\$37,500							
	\$727	n/a							
subtotal:	\$72,705	\$101,138							\$0

TWW

**Options**

- Extended Service

**TOTAL PRICE \$ 605.00**

- Radio Option for Scoreboard
  - One (1) Radio Receiver
  - One (1) Radio Transmitter

**TOTAL PRICE \$ 525.00**

- Spare Parts & Controller

**TOTAL PRICE \$ 3,790.00**

- Keyframe Content - Box Seat Package (15-20 Animations)

**TOTAL PRICE \$ 3,125.00**

**Installation**

**Option #1: Ten (10) foot with Two (2) Wide-flange Columns**

- Installation
- Project Management

**TOTAL PRICE \$ 117,780.00**

DEDUCT FOR FOUNDATION & STRUCTURAL WORK < \$ 49,648.- >

**Option #2: Ten (10) foot with Single Pipe Column**

scoreboard install - \$ 68,132.-

- Installation
- Project Management

**TOTAL PRICE \$ 115,320.00**

47,188.-  
68,132.-

**Option #3: Thirty (30) foot with Single Pipe Column**

- Installation
- Project Management

**TOTAL PRICE \$ 140,135.00**

DEDUCT FOR FOUNDATION & STRUCTURAL WORK - < \$ 71,978.- >  
**Taxes have not been included in the price.**

**B. PAYMENT**

scoreboard install - \$ 68,157.-

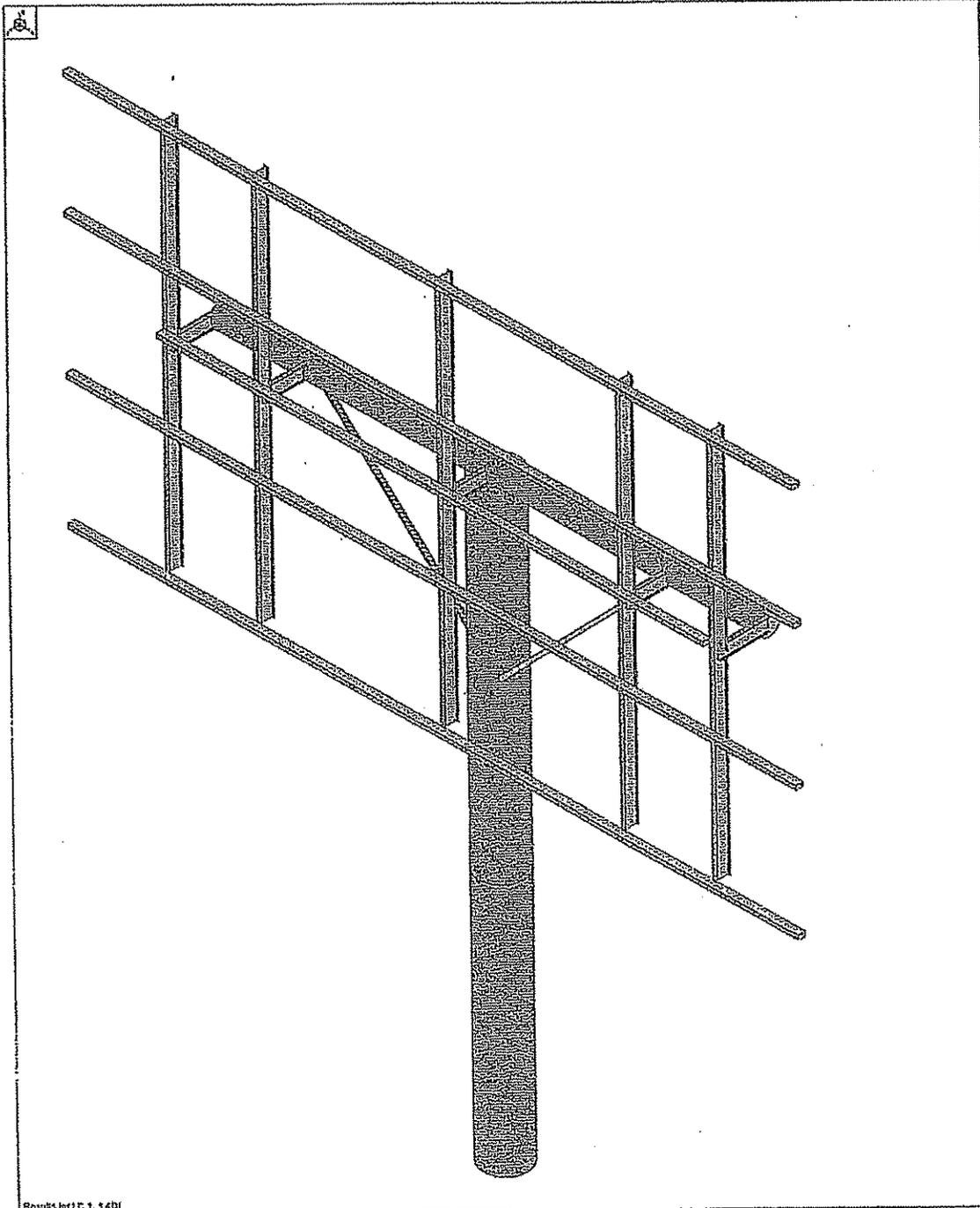
Purchase price shall also include any additions or deletions pursuant to any duly authorized change orders.

Payment schedule is contingent upon approved credit\*. One or more of the following may be requested for approved credit:

- Independent credit agency report.
- A bank reference from your primary commercial bank.
- Trade references from two suppliers who have extended credit within the past year.
- Last 3 years' audited financial statements.



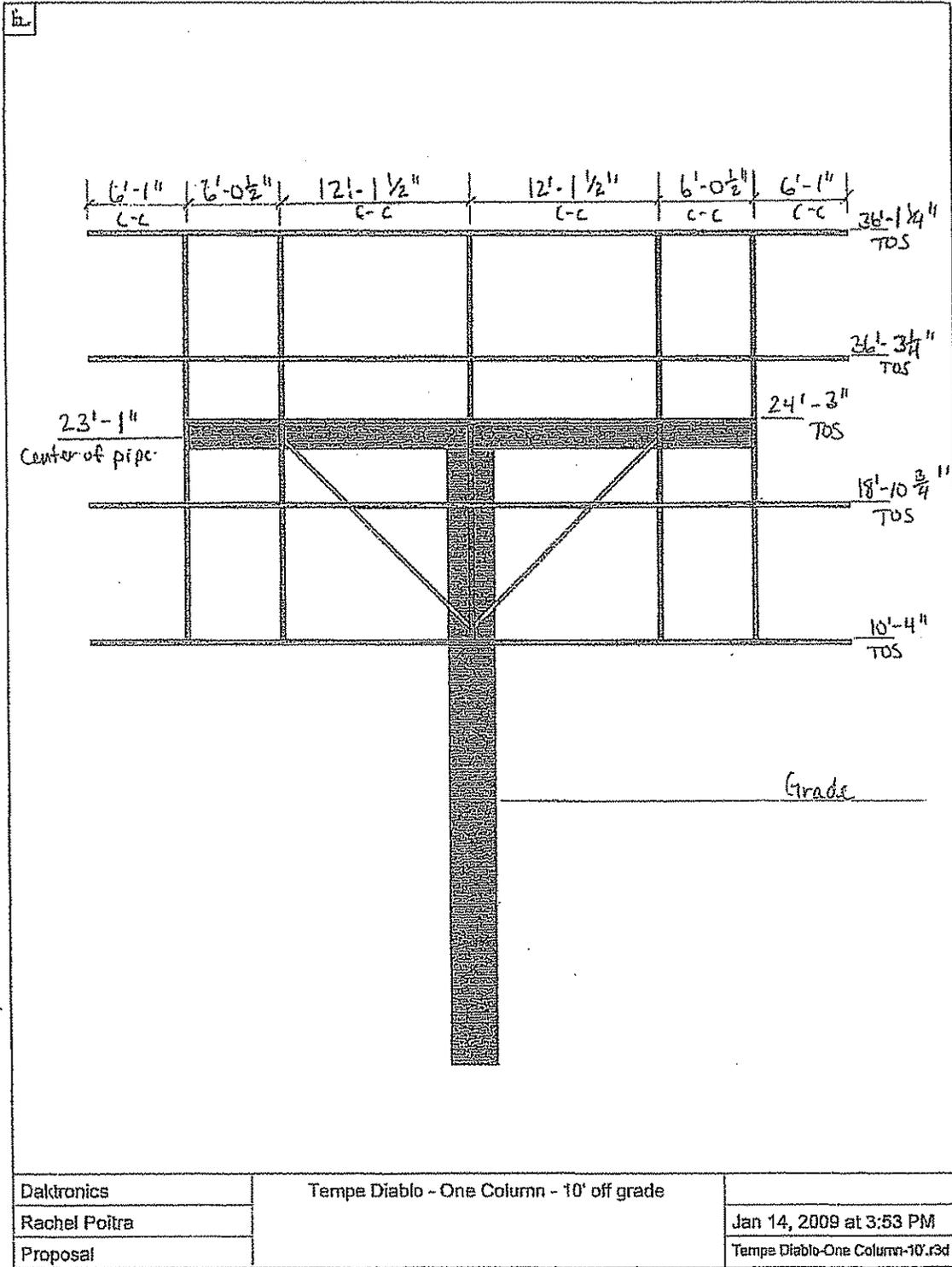
TWW



Results for LC 1.14DL

Daktronics	Tempe Diablo - One Column - 10' off grade	Jan 14, 2009 at 3:46 PM
Rachel Poitra		Tempe Diablo-One Column-10'.r3d
Proposal		

TWW



TWW

Company : Daktronics  
 Designer : Rachel Poltra  
 Job Number : Proposal

IBC 2003

Tempe Diablo - One Column - 10' off grade

Jan 14, 2009  
 3:44 PM  
 Checked By: \_\_\_\_\_

**Material Takeoff**

	Material	Size	Pieces	Length(ft)	Weight(K)
1	Hot Rolled Steel				
2	A36 Gr.36	1 1/2X2.5X4X3	2	34.2	3.3
3	A500 Gr.46	HSS6X4X3	5	230.3	2.6
4	A992	PIPE 18X0.375	1	36.5	2.4
5	A992	PIPE 36X0.375	2	40.1	5.3
6	A992	W10X19	10	147.4	2.8
7	FALSE	HSS6X6X6	25	19.3	0
8	Total HR Steel		45	507.8	13.4

*check plate  
 plate framing  
 hot room  
 center  
 vents*

*@ \$2300/TK = \$30,810.00*

*TWW*

## Drilled Pier Foundation

Reactions	
Moment (lbs-ft)	491086
Shear (lbs)	23294

Project Information	
Project:	Tempe Diablo, 1 column, 10' IBC 2003
Designer:	R Poitra
Date:	14-Jan-09

Foundation Geometry	
Diameter (ft)	5
Estimated Depth (ft)	17
Foundation Depth (ft)	17

Soil Capacity	
Lateral Bearing (lbs/sq ft per ft)	200
S1 (lbs/sq ft)	1600

## Equations

Allowable Lateral Soil Pressure (S1)  

$$S1 = (\text{Lateral Bearing}) \times (2) \times (\text{Estimated Depth}/3)$$
 Note: If Estimated Depth > 12 feet then 12 feet is used

Required Depth of Foundation (D)  

$$D = \left\{ \frac{1.18 \times \text{Shear}}{\text{Diameter} \times S1} \right\} \times \left\{ 1 + \left( \frac{1.18 \times S1 \times \text{Diameter} \times \text{Height}}{\text{Shear}} \right)^{1/2} \right\}$$

*Pressure check:*  
 5' CASSION 30' w/ CAGE & CONC. \$10,445.7/EA

*TWW*



January 14<sup>th</sup>, 2009

To: David Holt  
Foresite Design & Construction

From: Bob Meyer  
RMG Outdoor

Re: Tempe Diablo Stadium

Dave,

Thank you for your time earlier this week. After speaking with John and getting some pipe sizes, we are pleased to offer the following:

Option A:

Qty (1) - 26'x48' Center Mount, Back to Back, 10' Hagl, Column designed for Drilled-Footing (approximately 5'x26'6"), 2006 IBC (Exposure C), 300# Soils, Front Catwalks, three levels of Rear Catwalks and (6) 6'x3' Tube-Stringers, delivered, Price: \$67,258.00 (plus AZ State Sales Tax). This price does not include the installation, but does include (1) Quality Brand Metal Face for your Static Back-side.

Option B:

Qty (1) - 26'x48' Center Mount, Back to Back, 30' Hagl, Column designed for Drilled-Footing (approximately 5'x33'6"), 2006 IBC (Exposure C), 300# Soils, Front Catwalks, three levels of Rear Catwalks and (6) 6'x3' Tube-Stringers, delivered, Price: \$71,538.00 (plus AZ State Sales Tax). This price does not include the installation, but does include (1) Quality Brand Metal Face for your Static Back-side.

Option C:

26'x48' Multi-Post (5 Post) sign with individual Footings of 3'x13'6" deep, 10' Hagl with (1) Quality Brand Metal Face for Static Back-side, 6'x3' Tube-Stringers, Front Catwalks, two levels of Rear Catwalks, delivered, Price: \$61,500.00 (plus AZ State Sales Tax) \* Rear Catwalks will be cumbersome to work due to worker not being able to pass through continuous length of sign. Approximately 50 lb beam Uprights will be spaced every 10' feet from grade to top of sign.

\$4900.-  
breakout

Dave, Mike Steinley will contact you direct tomorrow with installation numbers since I will be out of town. Mike's contact number will be his Cell Phone (602-549-1805). The above pricing is valid for 15 days from date of this Memo. Please feel free to call me with any questions or comments.

Thank you,

Bob Meyer  
RMG Outdoor

LESS CATWALKS/LADDERES  
DEDUCT \$3000.-

EXT. 114  
602 625-2644

4425 North 24th Street Suite 200 Phoenix, Arizona 85016

Phone 602-230-8634 Fax 602-230-9071 Toll Free 800-525-8509

www.rmg-online.com

JWW

# Metro Sign Service, Inc.

P.O. Box 10286 Glendale, AZ 85318 (602) 549-1805

January 16, 2009

Mr. David Holt  
Foresite Design & Construction, Inc.

Dear Mr. Holt,

We are pleased to submit our quotes to erect a 26'x48' display at varying HAGL's and configurations as provided by RMG Outdoor at Tempe Diablo Stadium.

These are turn key quotes and include the following:

**1.) Mono Pole 30' HAGL**

5'x31' augured footing with spoils removal.  
Concrete capped at 20 yards.  
Hydro crane service.  
Complete assembly and installation per engineering specs.  
All equipment and labor.

Total Project Quote ..... \$ 37,500. (plus tax)

*INSTALLER ACTION:*

*1 wk*

**2.) Mono Pole 10' HAGL**

Same as above except for 5'x26'.6" augured footing.

Total Project Quote ..... \$ 35,000. (plus tax)

*1 wk*

**3.) Multi Beam 10' HAGL**

Same as above except for (6) 3'x13'.6" augured footings.

Total Project Quote ..... \$ 38,800. (plus tax)

*1 wk*

*Gus Arrows*

Project terms are 50% down with the order and the balance due upon completion.

Thank you for the opportunity to quote this project. If you have any questions or require additional information please do not hesitate to call me.

Best regards,

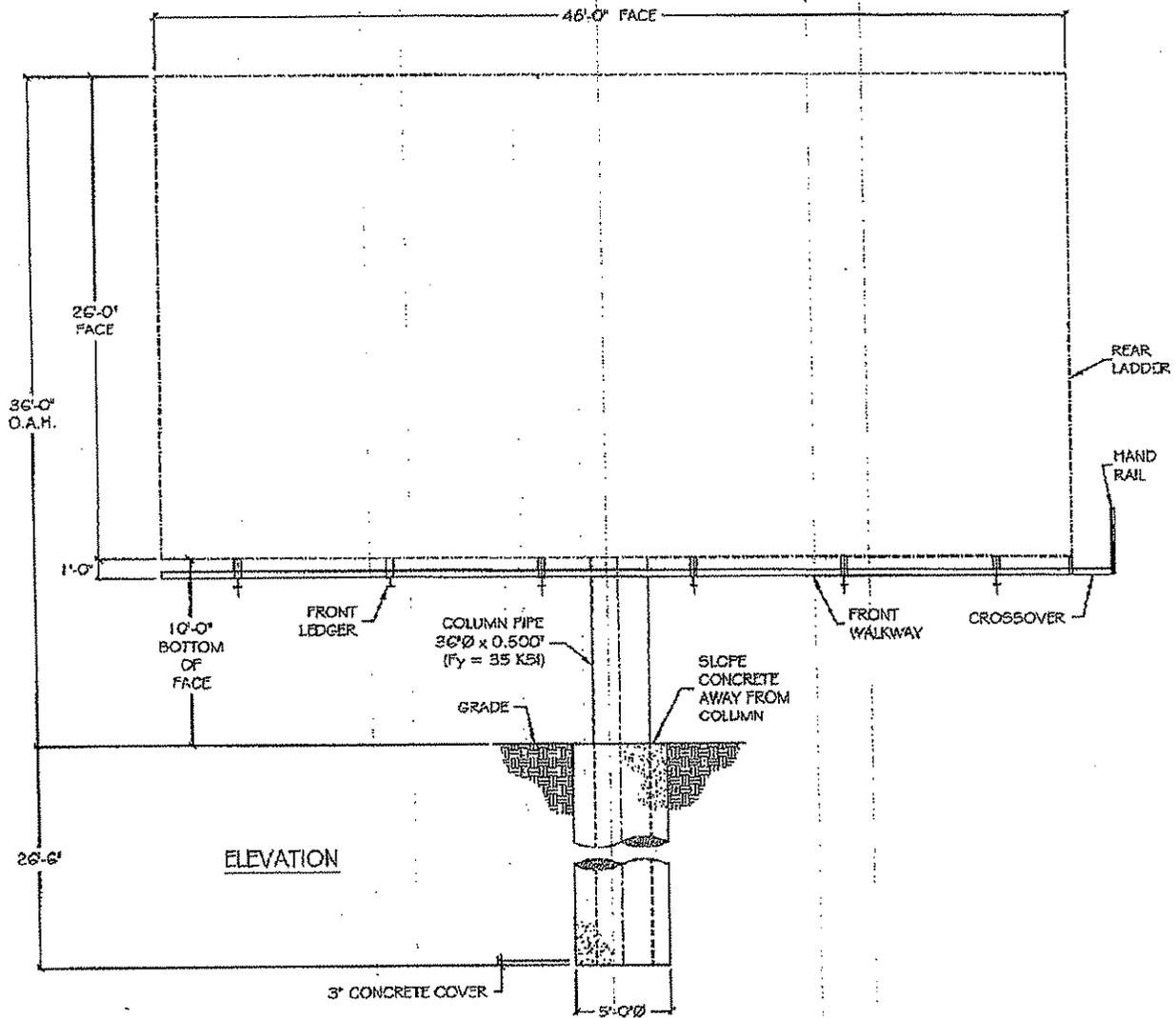
Mike Steinle

Metro Sign Service, Inc.

*MCL: REINFORCEMENT  
EARTH SPOIL REMOVAL  
POSTHOLE DRILLING/CONC.  
SAFETY & REMOVE ACP*

*EXCLUDE:  
SCHEDULE BOARD W/STALL  
HAND FORK PICK  
REC. \$3000-S000 ALLOW*

*DRW*



**NOTES & SPECIFICATIONS**

CODE: COMPLY WITH 2006 IBC

DESIGN WINDLOAD: 90 MPH - EXPOSURE 'C'

CONCRETE: MIN. COMPRESSIVE STRENGTH OF F'c - 3000 psi @ 28 DAYS (150 PCF) 4" SLUMP (MAX.) (FOOTING DESIGN BASED ON 2500 PSI CONCRETE)

ROUND COLUMN FOOTING: EMBEDMENT DEPTH IS FOR FOOTINGS DOES NOT APPLY TO LOCATIONS WHERE WALLS OF THE HOLE WILL NOT STAND WITHOUT SUPPLEMENTAL SUPPORT, OR WHERE UNCOMPACTED FILL OR ORGANIC FILL EXISTS. DESIGN LATERAL SOIL PRESSURE PER IBC TABLE 1804.2 - 300 PSF/FT (SOIL TYPE - SAND, SILTY SAND). VERIFY SOIL TYPE DURING EXCAVATION. NOTIFY ENGINEER OF ANY DISCREPANCY. EXTEND COLUMN PIPE TO BOTTOM OF FOOTING.

FOR OTHER NOTES AND SPECIFICATIONS SEE BASIC PERMIT DRAWING.

CUSTOMER <b>ANGEL'S STADIUM</b>		26' x 48' SINGLE POST CENTERMOUNT DOUBLE FACE BACK TO BACK LED CAPABLE	
SIGN LOCATION TEMPE, AZ		DR. TGG	CR. JSW
 4425 N. 19th Street, Suite 200 Phoenix, Arizona 85018 (602) 230-0054 Fax: (602) 230-8271		DATE 01/14/09	
		JOB NO.	SHEET NO. 1 of 2

*TWW*



**FORESITE CONSTRUCTION, INC. - BID TALLY SHEET**

PROJECT: Tempe Diablo Stadium Scoreboard TRADES: Scoreboard  
 DATE/TIME: 1/23/2009 SPEC. SECT: \_\_\_\_\_

		SUBCONTRACTORS		
Company	Daktronics	Norcon / Fair-Play	Panasonic Systems	
Phone	623-939-6435	480-839-2324	201-392-4872	
Fax	623-939-6341	480-839-2281		
Contact	Mike Mayhew	Tim Norris	Tony Turiello	
	602-909-7379			1 2 3
Have seen ADDENDA?	1 2 3	1 2 3	1 2 3	1 2 3
AMENDMENTS:				
		\$229,750	\$192,804	
BASE BID:	\$185,440	NO	NO	
Removal of existing scoreboard (see demo)	NO	NO	NO	
Provide support structure (see concrete)	NO	NO	NO	
New scoreboard 48'w x 26'h	incl	incl	incl	
Install scoreboard to structure	\$68,132	incl	incl	
Message display 36" w	incl	incl	34"-6"	
Color LED components	incl	incl	incl	
Pixel pitch 23 mm	23 mm	23 mm	22 mm	
Message center pixel matrix - 112 x 480	incl	\$34,900	\$53,856	
Color depth capability - processor	4.4 trillion	60 billion	55 degree	
Viewing angle	140 degree	140 degree	incl	
Team name programmable	incl	\$7,400		
Advertiser sign space artwork	NO	(\$3,000)		
Computer, software & controller	incl	incl		
Fiberoptics from booth to scoreboard	incl	incl	incl	
Electrical power at scoreboard	\$3,920	\$10,007	\$3,920	
Outriggers and netting to cover face	incl	\$3,500	\$3,500	
Reinstall Angles "A" logo	incl	incl		
Bond amount	\$2,600	n/a		
Monochrome message center - largest	29w x 6'h	36w x 8'h		
Long Lead Materials & Duration:				
Design & drawings	2 wks			
Fabrication & delivery	8 wks			
Sub Total	\$260,092	\$282,557	\$254,080	
Schedule duration:	1.wk			
Installation	\$525	\$1,200	\$995	
Wireless option for scoreboard:				
<b>TOTAL TO CARRY IN BID ROOM</b>				

76W

ForeSite Design & Construction Inc.  
Attn: David B. Holt  
124 W. Orion, Suite 3  
Tempe, AZ 85283  
Phone: 480-820-1345  
FAX: 480-820-1305  
Email: [dave.holt@foresite-inc.com](mailto:dave.holt@foresite-inc.com)

Quote #276630-1 REV 04  
19-JAN2009  
Quote Valid for 60 Days

RE: Baseball

Dear Mr. Holt:

Daktronics, Inc. appreciates the opportunity to provide a formal Quote to City of Tempe ("Customer"). The following delineated equipment and services per the following Sections A-E will be the basis of our Quote.

**A. EQUIPMENT**

Reference Daktronics drawing(s) #7000-P08A-751433 for display details / specifications.

**Equipment:**

- One (1) Outdoor GalaxyPro® Revolution LED Display
  - Daktronics Model: GPR-112x480-23-RGB-SF
  - Approximate Active Area: 8'8.8" High x 36' Wide
  - ◦ Pixel Pitch: 23mm
  - Matrix: 112x480
  - LEDs illuminate red, green and blue *AA TRILIUM COLOR CAPABILITY*
- One (1) BA-2002 Baseball Scoreboard *10K NITS 1*
  - Approximate Cabinet Area: 9'4.5" High x 36' Wide
  - Team Name Message Centers - *PROGRAMMABLE*
  - Protective Netting
- One (1) Non-backlit Top Advertising Panel 8' High x 48'6" Wide
- Two (2) Non-backlit Advertising Panels - Sides of scoreboard 9' 4.5" High x 6' 3" Wide
- Two (2) Non-backlit Advertising Panels - Sides of message center 8'8.8" High x 6'1" Wide
- Control Equipment
  - One (1) Laptop Computer
  - Fiber Optic Cable *VIEWING ANGLE 140°*
- Project Management
- Shipping

**TOTAL PRICE \$ 185,440.00** *INSTALL*

*HAS NETTING & MILES  
HAS REINSTATEMENT OF "A" LOGO*

*INSURE SCOREBOARD - \_\_\_\_\_*

*BOND 1%*



*TWW*



**Options**

- Extended Service **TOTAL PRICE \$ 605.00**
  
- Radio Option for Scoreboard
  - One (1) Radio Receiver
  - One (1) Radio Transmitter**TOTAL PRICE \$ 525.00**
  
- Spare Parts & Controller **TOTAL PRICE \$ 3,790.00**
  
- Keyframe Content - Box Seat Package (15-20 ANIMATIONS) **TOTAL PRICE \$ 3,125.00**

**Installation**

**Option #1: Ten (10) foot with Two (2) Wide-flange Columns**

- Installation
  - Project Management
- TOTAL PRICE \$ 117,780.00**

*DEDUCT FOR FOUNDATION & STRUCTURAL WORK < \$ 49,648.- >*

**Option #2: Ten (10) foot with Single Pipe Column**

- Installation
  - Project Management
- TOTAL PRICE \$ 115,320.00**

*SCOREBOARD INSTALL - \$ 68,132.-*

**Option #3: Thirty (30) foot with Single Pipe Column**

- Installation
  - Project Management
- TOTAL PRICE \$ 140,135.00**

*DEDUCT FOR FOUNDATION & STRUCTURAL WORK - < \$ 71,978.- >*  
**Taxes have not been included in the price.**

**B. PAYMENT**

*SCOREBOARD INSTALL - \$ 68,157.-*

Purchase price shall also include any additions or deletions pursuant to any duly authorized change orders.

Payment schedule is contingent upon approved credit\*. One or more of the following may be requested for approved credit:

- a) Independent credit agency report.
- b) A bank reference from your primary commercial bank.
- c) Trade references from two suppliers who have extended credit within the past year.
- d) Last 3 years' audited financial statements.



*TBW*

\* If credit is not acceptable, Customer may have to provide a form of guarantee to secure open account.

The Payment Schedule is as follows:

30% With Order  
60% Payment Before Shipment  
10% Net 30 Days

> CAN BE  
ALTERED

5% DOWN  
25% NET 30 USE 4-30  
50% PRIOR TO SHIP  
20% NET 30

All notices required herein shall be given to Customer at the address indicated on this Agreement unless otherwise specified below:

Notice/Communication Address:

**C. SERVICES AND TRAINING**

**PROJECT MANAGEMENT**

- Engineering Design Assistance
  - Provide engineering to determine and finalize design.
  - Provide structural design.
  - Complete shop drawings.
  - Provide electrical drawings detailing electrical specifications.
  - Provide engineering stamped drawings (used for permitting).
- Technical Contracting
  - Assign a project manager from Daktronics.
  - Define specific scopes of work with project details for Customer and Daktronics.
  - Establish project installation timelines and detail issues.
  - Coordinate preliminary and/or final project shop drawings as per scope of work prior to contracting or bid award.
- Construction Management
  - Daktronics project manager finalizes project installation Gant chart for Customer review.
  - Coordinate project details for shop drawing and project approval elements.
  - Coordinate all aspects of equipment manufacturing and delivery to site.
  - Coordinate with subcontractors and Customer on completing site work and installation of equipment.
  - Coordinate Daktronics Technicians on-site for any required specific duties which may include equipment installation supervision, signal hook-ups, control room set-up, system testing and on-site training.
  - Coordinate and finalize project completion punch list and project acceptance.
- Installation Supervision
  - Daktronics technician, who will be familiar in advance with the project, system construction, assembly, and testing at the factory, will be the installation supervisor on site.
  - General duties involved with installation regarding mechanical, signal, electrical, structural, and operational issues that arise during installation.



*TWW*

CUSTOMER SERVICE

- Maintenance Training
  - During installation, Daktronics on-site technician will provide Customer personnel and local technicians on-site basic maintenance training. This training will cover the replacement of components and operational system setup.
  - Operational and maintenance manuals will be provided thru electronic media (ie. Computer disk) for this system and used as the guideline for training.
  - Riser diagrams will also be provided to customer and local technician, if one is identified thru electronic media (ie. Computer disk).
- Venus Controller Training Seminars
  - Access to one regularly held display operator training seminar in Brookings, South Dakota or at one of our many regional training seminars located throughout the United States.
- Spare Parts Package
  - Daktronics offers adequate spare parts to support our products with every contract; well-trained engineers and project managers assess the custom display and recommend the quantities of each component for spare parts packages.
- Parts Exchange Program
  - Daktronics will send a reconditioned replacement part from Daktronics and will include a pre-paid return-shipping label. The customer sends the failed component to Daktronics in the same packaging they received the replacement part.
- Customer Service Support
  - Daktronics Customer Service will assign a service coordinator to serve as the key point of contact for all service needs.
  - Technical phone support will be provided at no additional charge during the warranty and extended service period. Service agreements are available to extend this coverage both during and after regular business hours; Monday – Friday, 8:00 AM – 5:00 PM Central Time, excluding Daktronics observed holidays.

KEYFRAME/CONTENT SERVICES

- Operator Training
  - Operation manuals may be sent in advance prior to shipment of displays.
  - A factory representative from Daktronics will conduct a personalized on-site training seminar designed to cover the major components of operator training on the equipment. Customer will provide personnel and appropriate space to conduct training. This on-site training seminar will include up to three [3] days of consecutive training.
  - Quarterly newsletters.
  - Toll-free operator assistance during the warranty period and with the purchase of a service agreement.
- Operator Training Seminar
  - Access to regularly held Operator Training Seminars in Brookings, South Dakota or at one of our many Operator Training cells located throughout the United States.



TWW

- Content Service and Provision
  - Toll-free telephone programming consultations during normal business hours.
  - Daktronics will provide the following content programming as part of this agreement
    - Daktronics will provide a media kit containing:
      1. Looping flag animation
      2. Fireworks animation
      3. Test pattern

**D. INSTALLATION RESPONSIBILITIES**

See Attachment A

Daktronics and Customer will mutually agree, in writing, on any changes to the equipment or services provided or project payment schedule. Daktronics will not honor any back charges unless approved in advance in writing by a Daktronics Company Manager.

All change order work performed by Daktronics or a subcontractor of Daktronics, will be performed at cost plus 20% overhead and profit.

**E. WARRANTY**

One Year Standard Warranty and limitation of Seller's Liability as delineated in Attachment SL-02374 is included.

SL-05659 One (1) Year Gold Service Plan concurrent with one-year Standard Warranty

**EXCLUSIONS:**

The following in addition to any exclusions provided in section 5.3 of the Service Plan will be excluded from the above stated Warranty and Extended Service, if applicable.

- Ad Copy
- Electrical Switch Gear or Distribution Equipment
- Front End Equipment
- Hoist
- HVAC Equipment
- Roller Panels
- Scrolling Ad Panels
- Tri-Visions

**DELIVERY:**

Equipment is quoted FOB Brookings via independent or common carrier. Ship Date will be determined after contract is signed, down payment received, and shop drawings approved.

**AD COPY:**

Customer will provide camera-ready artwork 30 days prior to shipment. In the event Daktronics does not receive the artwork in time, Daktronics will ship the panels blank and credit Customer \$3.00 per square foot. Additional charges may apply if copy is not camera-ready.



TWW

TAXES: \* *FORE SITE HAS TAXES COVERED IN JOB ORDER PRICE.*

**Taxes have not been included in the price.** Customer will be assessed all taxes and other governmental charges in connection with the sale, purchase, transportation, delivery, or use, of any of the goods provided, with the exception of taxes based upon Daktronics' net income. If Customer is tax-exempt or purchasing for resale, a copy of Customer's tax-exempt certificate shall be required at time of order.

**CHANGE ORDERS:**

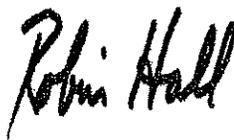
Without voiding the contract, the parties may agree to change the scope, timing, or other aspect of the deliverables. Such changes shall be referred to as a change order. All change orders shall be in writing and shall set forth the change in scope, price, schedule and payment terms and shall be executed by a proper authority for each party. Neither party shall have an obligation to perform any changes unless a written change order is executed by both parties prior to commencement of the work that is the subject of the change order.

California Purchasers Subject to the Jurisdiction of the Department of the State Architect (DSA): The costs associated with securing DSA approval and certification are not included in the price. Notwithstanding anything to the contrary, it is the sole responsibility of Purchaser to ensure compliance with applicable federal, state and local laws and regulations, particularly, it is Purchaser's sole obligation to comply with all applicable DSA regulations and standards. In no event shall Daktronics, Inc. be responsible for securing DSA approval or certification, and Daktronics, Inc. shall not be obligated to pay any fees or costs whatsoever associated therewith. Daktronics, Inc. reserves the right, in its sole discretion, to charge Purchaser and Purchaser agrees to pay, any additional costs actually incurred as a result of modifications or alterations of any drawing, submittal, equipment, or installation methods which may be required by DSA regulations or standards.

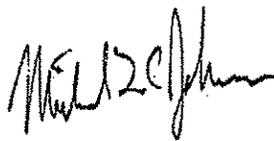
Thank you for allowing Daktronics to submit a quotation on this project. We appreciate your consideration and are excited about the possibility of working with you on this project. If you have any questions regarding this quote please contact the following:



Michael Mayhew  
Regional Sales  
602-909-7379  
[MMayhew@Daktronics.com](mailto:MMayhew@Daktronics.com)



Robin Hall  
Regional Sales  
949-230-8213  
[RHall@daktronics.com](mailto:RHall@daktronics.com)



Michael Johnson  
Regional Sales  
605-691-1585  
[MCJohnso@Daktronics.com](mailto:MCJohnso@Daktronics.com)

The Terms and Conditions, which apply to this quotation, are available on request  
[SL-02375 Standard Terms and Conditions of Sale](#)  
[SL-07862 Software License Agreement](#)

The documents referred to in this Quote are integral parts of this Quotation. The parties hereby acknowledge and agree that the terms and conditions contained within this Quote along with the terms and conditions of the Daktronics [Standard Terms and Conditions \(SL-02375\)](#), the [Standard Warranty and Limitations of Liability \(SL-02374\)](#) and the [Software License \(SL-07862\)](#) (together the "Terms and Conditions") constitute the full and final understanding between both parties. By receiving this Quotation, Customer acknowledges that it has had an opportunity and means to review the Terms and Conditions as provided in the website addresses above. In the alternative, hard copy of these Terms and




# NORCON

INDUSTRIES, INC. AZ LIC: 0886707088671 NM LIC: 61909

Wednesday, January 21, 2009

Following a tradition of business in Arizona since 1917

Dave Holt  
ForeSite Design & Construction  
124 West Orion, Suite 3  
Tempe, AZ 85283

Project: Diablo Stadium Scoreboard  
Subject: Price Quotation

Dear Dave:

Thank you for requesting our pricing and participation in this project to replace the existing scoreboard and message center at the major league field at Diablo Stadium in Tempe.

Following is our offer. Please feel free to request changes or alterations to our offer. It is my intent to be comprehensive in our installation with the exceptions being the supply and installation of the support structure and the removal of the existing support structure.

With the exception of electrical work and a few relatively minor options, our pricing will not be different whether we install the scoreboard in the current location or in the location approximately 100' back and 30' off the ground. I have allowed for either situation.

I have not allowed for any new signage lighting like is currently installed at the site. This can certainly be supplied if requested, but you nor the owner had expressed interest in this.

Please know that we have the appropriate licenses (B-01, 088670) and are the authorized dealer distributor for Fair-Play Scoreboards in the State of Arizona.

We propose to furnish and install the following. Please reference the attached drawing #01-7136-91-1 revised.

## BASE PRICE

### Fair-Play Equipment

- 1 BA-7136-2 - Baseball scoreboard, LED
- 1 MP-70 - Hard wired controller for scoreboard control
- 1 Outdoor single face 96 pixel x 464 pixel 23mm RGB CaptiVue message display
  - Cabinet size of 8'h x 36'0" w
  - Matrix size of 7'2" h x 34'9" w
  - Viewing angle of 140 degree horizontal and 60 degree vertical
  - Color capability - 68 billion colors
  - Matrix/cabinet is available to 112 pixels x 480 pixels at no cost change
- 1 ProLine 900 - Video System
  - Includes Dell desk top computer, software and output card
  - Baseball, crowd and concession animations are standard
- 2 FDO-4848 4'h x 48'w full depth outdoor sign - one panel white
- 2 FDO-0610 10'h x 6'w full depth outdoor sign - one panel white
- 2 FDO-0608 8'h x 6'w full depth outdoor sign - one panel white

TO INCREASE PIXEL  
COUNT TO 112 X 480  
ADD: \$ 34,900.-

### Labor

Installation of new equipment listed above hung onto support posts supplied by others  
Reinstallation of existing Angel "A"  
All material, equipment, tools, fasteners and man power are by Norcon

The above for \$229,750.00

5412 E. CALLE CERRITOS  
2480 W. RUTHRAUFF RD., #140P

GUADALUPE, AZ 85283  
TUCSON, AZ 85705

(480) 839-2324  
(520) 325-5752

FAX (480) 839-2281  
FAX (520) 325-5758

An affiliate member of the Arizona School Board Association  
www.norconindustries.net

TWW

## OPTIONS

### 1. Deduct/change for Amber "single color" display

- Single face outdoor 64 pixel x 304 pixel 35 mm amber CaptiVue message display
- Cabinet dimension of 8'h x 36'w
- Matrix dimension of 7'4"h x 34'9" w
- Same as base option listed above
- 256 shades of amber
- \$136,450.00 (This is a deduct (\$93,300.00) from the base option)

### 2. Removal and disposal of existing equipment (NOT the existing I-Beams)

- Dismantling and removal of existing scoreboard, signs and message center
- Disposal of existing materials
- Removal and temporary storage of existing "A"
- Removal of lights and netting currently affixed to the scoreboard.
- \$5,420.00

### 3. Add for protective net and frame

- #420 knotless nylon
- Black
- Weather treated
- Turnbuckles and cables at top and bottom
- Supports, installation and all necessary equipment by Norcon
- \$3,500.00

### \* 4. Add for #ETN-1 8 x 48 electronic team names in lieu of standard HOME and VISITOR

- Materials will be installed at the factory
- \$7,400.00

### 5. Add for custom "Angels" team name in lieu of HOME

- Logos will be applied at the factory
- \$225.00

### \* 6. Add for wireless scoreboard operation\*

- MP-70 controller transmitter and battery operation
- Receiver at scoreboard
- \$1,200.00

\* While it is possible we strongly do not recommend wireless operation for the message center therefore we are not quoting it.

### 7. Add for reattaching existing netting to scoreboard assuming same scoreboard location as is existing.

- Materials, fasteners, labor
- \$850.00

## ELECTRIC

Norcon will sub contract the electrical work from Hayden Electric. We will apply our standard 10% overhead and 5% profit on the Hayden costs. Please see the attached Hayden Electric Quote #E09-110.

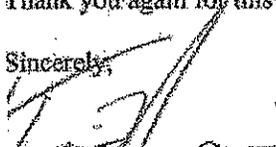
Current Scoreboard Location	<u>\$10,007.00</u>
Possible new scoreboard location	<u>\$11,144.00</u>

## CLARIFICATIONS

We have not included permits, bonds or taxes.  
Our bonding rate is 1% of the total.

Thank you again for this opportunity.

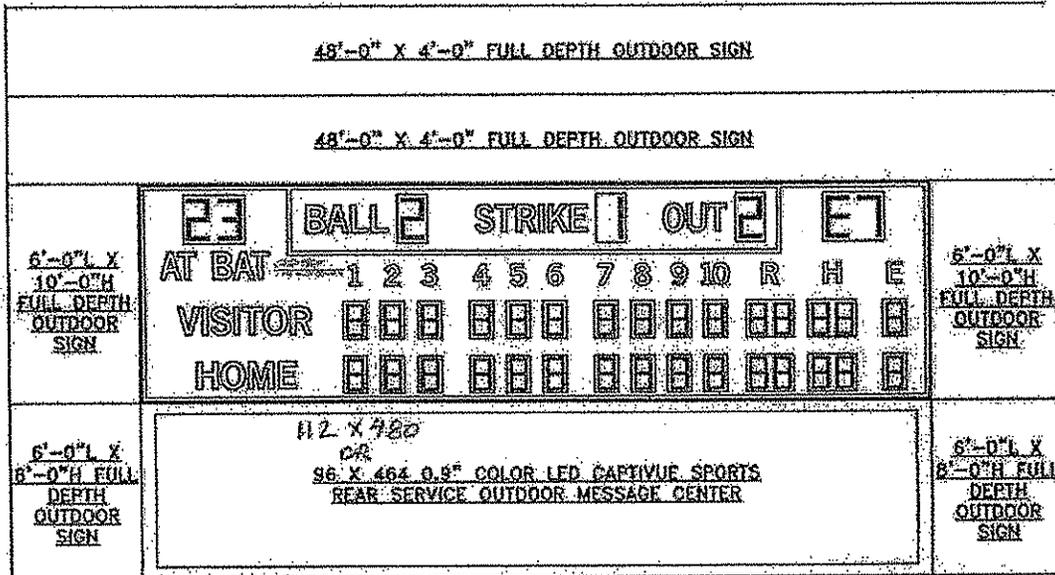
Sincerely,

  
Nan Norris  
Vice President

*TWW*

# Fair-Play

A TRANS-LUX COMPANY



BA-7136-2

BA-7136-2

SIZE: 36'-0" L X 10'-0" H X 10" D

POWER: 120 VAC, 60 Hz., 1-PHASE  
7 AMPS.

120 VAC AT THE CONTROL LOCATION.

CONTROL CONSOLE: MF-76;  
CONTROL CABLE: (1) TWO CONDUCTOR SHIELDED.  
(IF WIRELESS ORDERED, CABLE NOT REQ'D.)

LED'S: AMBER LED.

OPTIONS: LIGHTNING REDUCTION UNIT.

ACTUAL WEIGHT: 1,675 LBS.

\* REFERENCE 01-0500-01 FOR INSTALLATION NOTES.

96 X 464 0.9" COLOR LED CAPTIVUE SPORTS REAR SERVICE  
OUTDOOR MESSAGE CENTER

CAPABLE OF DISPLAYING X-LINES OF X" CHARACTERS.

SIZE: 36'-0" L X 8'-0" H X 10" D, 96 X 464 0.9" COLOR LED

POWER: 208Y/120 VAC, 60 Hz., 3-PHASE  
57 AMPS.

120 VAC AT THE CONTROL LOCATION.

CONTROL CONSOLE: PROLINE.  
CONTROL CABLE: REF. INSTRUCTION MANUAL FOR CABLE REQ'D.

LED'S: RGB LED.

ESTIMATED WEIGHT: 3,500 LBS.

(2) 48'-0" X 4'-0" FULL DEPTH OUTDOOR SIGNS

SIZE: 48'-0" L X 4'-0" H X 10" D (PER SIGN)

WHITE COPY AREA.

ESTIMATED WEIGHT: 880 LBS. (PER SIGN)

(2) 6'-0" L X 10'-0" H FULL DEPTH OUTDOOR SIGNS

SIZE: 6'-0" L X 10'-0" H X 10" D (PER SIGN)

WHITE COPY AREA.

ESTIMATED WEIGHT: 300 LBS. (PER SIGN)

(2) 6'-0" L X 8'-0" H FULL DEPTH OUTDOOR SIGNS

SIZE: 6'-0" L X 8'-0" H X 10" D (PER SIGN)

WHITE COPY AREA.

ESTIMATED WEIGHT: 240 LBS. (PER SIGN)

100708 BEW

B	3 FDQ-4848	10-31-08	SEJ	01-7136-91-1
A	1.575" TO 0.8" (display size)	10-30-08	SEJ	

*TWN*

---

**Base Project**

**Provided in this Proposal:**

Panasonic (PSSA) will provide the following as part of this project:

- (1) 36' wide x 10' high Baseball Scoreboard, electronic
- (1) Scoreboard controller, wired
- (1) Programmable Home & Guest names, includes RF controller
- (2) 6' wide x 10' high non-illuminated outdoor signs
- (2) 6' wide x 8' high non-illuminated outdoor signs
- (2) 48' wide x 4' high non-illuminated outdoor signs
- (1) 192 x 64 pixel (34mm) monochrome display (message center)
- (1) Message center controller, wired
- Project management, design and installation (as detailed in the installation section)

**Installation:**

- Remove existing scoreboard
- Install and terminate all items provided by PSSA (see above section)
- Install and terminate (1) 6 strand fiber optic cable into existing conduit

**PSSA Exclusions:**

The following work is *excluded* from this proposal:

1. PSSA has not included any cost for taxes.
2. Permit fees and certified inspections costs, including engineering and time to obtain
3. Electrical service to sign location
4. Obtaining tenant and/or landlord approval

**System Warranty**

PSSA warrants the system to be free from defect in equipment or workmanship for a period of one year from the warranty start date. Warranty start date will be the date that PSSA has completed final system testing of the LED Board.

PSSA shall respond to Owner's request for warranty service in the following manner:

- The customer is responsible to identify the defective hardware component that is defective and the returned item will be repaired or replaced (at PSSA's discretion).

TWJ

---

---

**Project Pricing**

The base price for the Tempe Diablo Scoreboard System: **\$192,804.46**

**Pricing Options:**

**Option 2.0**

Upgrade Message Center to color LED 34mm (192 x 64 pixels): **\$13,692.34**  
(added to base price)

**Option 2.1**

Upgrade Message Center to color LED 34mm (312 x 64 pixels): **\$45,070.63**  
(added to base price)

**Option 2.2**

Upgrade Message Center to color LED 22mm (480 x 96 pixels): **\$53,856.55**  
(added to base price)

**Option 3**

Upgrade to Wireless controller: **\$995.00**  
(added to base price)

**Payment Terms**

The payment terms for this transaction will be administered as follows (dependant upon approved credit):

1. 50% down payment with the order
2. 40% @ Delivery of product to site
3. 10% @ Final Completion

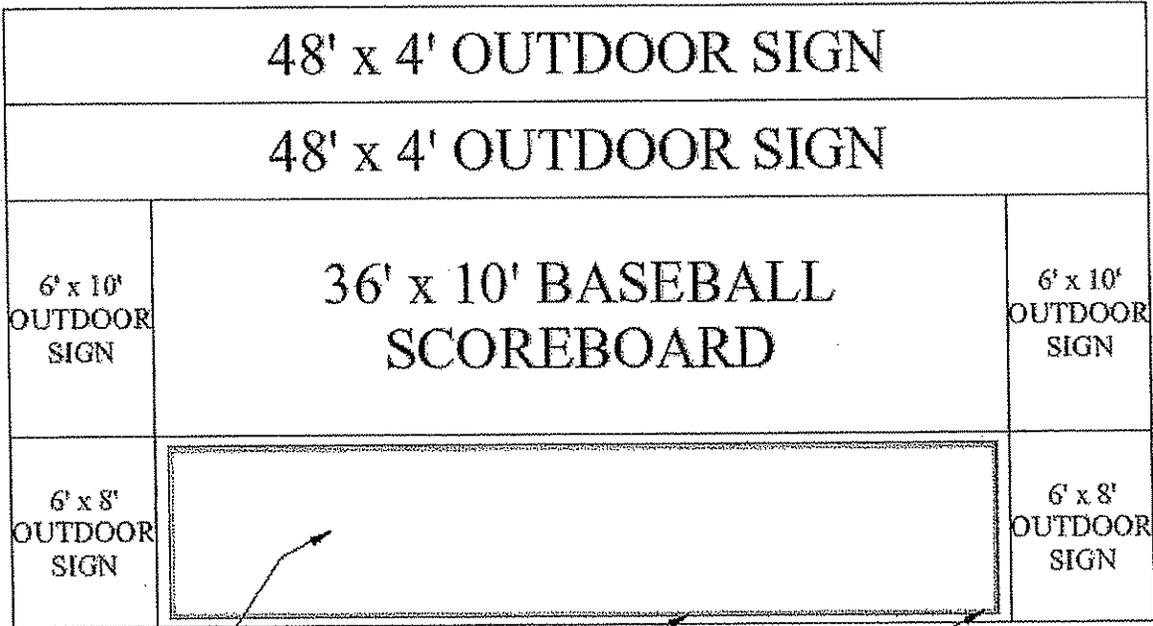
Scoreboard + 24,600.00

+ Structure

---

TWW

Conceptual drawing



21.42' X 7.14'  
MESSAGE CENTER

34.8' X 7.14'  
MESSAGE CENTER

34.65' X 6.93'  
MESSAGE CENTER

BASE:  
MONOCHROME (34mm)  
192 X 64 PIXELS

OPTION 2.1:  
COLOR (34mm)  
312 X 64 PIXELS

OPTION 2.2:  
COLOR (22mm)  
480 X 96 PIXELS

OPTION 2.0:  
COLOR (34mm)  
192 X 64 PIXELS

TWW

**Bill of Materials**

Project #		50-8273		Tempe Diablo Stadium - (Baseball)	
Qty	Manf	Model	Description	Sell Price	
1	Sportable	3336LED04	Scoreboard for Baseball including Controller 36'w x 10'h		
1	Sportable	TNMC	Programmable Team Name Message Center (Home & Guest) include RF Controller		
2	Sportable	Custom	6'w x 10'h sponsor signs non-illuminated w/ initial graphics		
2	Sportable	Custom	6'w x 8'h sponsor signs non-illuminated w/ initial graphics		
2	Sportable	Custom	48'w x 4'h sponsor signs non-illuminated w/ initial graphics		
1	Panasonic	34mm	192 x 64 pixel LED monochrome message		
1	Edirol	Custom	Graphics and Text Presenter		
1	Fluresco	Services	Installation and steel fabrication		
1	Panasonic	Services	Project Mgmt and System Design		
1	Panasonic	Freight	Standard freight charges to site		
				<b>Base Sell Price:</b>	<b>\$190,137.80</b>
<b>Does not include taxes</b>					

**Option 1 - Message Center (LED Monochrome)**

1	Sportable	MESS - RED	Included in above price	\$0.00
---	-----------	------------	-------------------------	--------

**Option 2 - Message Center (LED color)**

1	Panasonic	34mm (Option 2.0)	192 x 64 pixel LED color message center	(add to base)	\$13,692.34
1	Panasonic	34mm (Option 2.1)	312 x 64 pixel LED color message center	(add to base)	\$45,070.63
1	Panasonic	22mm (Option 2.2)	480 x 96 pixel LED color message center	(add to base)	\$53,856.55

**Option 3 - Wireless Controller**

1	Sportable	WL-PERM	wirless controller	(add to base)	\$995.
---	-----------	---------	--------------------	---------------	--------

*TRW*

Specifications – Option 2.2

**22mm Display Systems  
45 units**

NO	ITEM	DESCRIPTION
1	Screen Size 22mm Physical / 11mm virtual	3p x 15p = 45panels 6.93ft x 34.65ft = 240.06ft <sup>2</sup> 2.11m x 10.56m = 22.31m <sup>2</sup>
2	Lighting Source	2R, 1G, 1B High Brightness Light Emitting Diodes
3	Number Sampling Line	96 x 480 lines
	(Virtual)	192 x 960 lines
4	Pixel Information	46,080 Pixels / screen 2,065 Pixels / m <sup>2</sup> 184,320 Total LED Lamps / screen 8,260 Total LED Lamps / m <sup>2</sup>
5	Processing	16 bit
6	Color	Approx. 280 Trillion
7	Aspect Ratio	1 : 5.00
8	Minimum Viewing Distance	Approx. 22 m Approx. 72 ft
9	Viewing Angle	H +/- 55 deg. V 40 deg.
10	Brightness	5,500cd/m <sup>2</sup> (Adjusted)
11	Life time*	100,000hours
13	Required Electrical Capacity	AC200 – 240V +/-10%, 3-phase, 3-wire+FG
14	Power Consumption	9.48kw (AVG) 27.00kw only for thr (MAX)
15	Weight	Approx. 2,772.0lb (for screen only - no secondary steel)
16	Ambient conditions	+ 5 deg.C ~ +45 deg.C Ambient temperature + 23 deg.F ~ + 113 deg.F Ambient humidity 10 ~ 95 % without dew condensation

\* LED life time estimate

TWW