

AGREEMENT BETWEEN CITY OF FORT LAUDERDALE AND PERFORMING ARTS CENTER AUTHORITY FOR SIGN AT WAR MEMORIAL AND PARKER PLAYHOUSE

THIS IS AN AGREEMENT, made this ____ day of _____, 2014, by and between:

CITY OF FORT LAUDERDALE, a municipal corporation of the state of Florida (hereinafter referred to as "City")

and

PERFORMING ARTS CENTER AUTHORITY, an independent special district of the state of Florida (hereinafter referred to as "PACA").

The Parker Theater, Inc. leases property known as the Parker Playhouse from the City pursuant to a Lease Agreement dated October 18, 1966, as extended and amended ("Lease").

PACA manages Parker Playhouse on behalf of the Parker Theater, Inc. under an executed agreement and, as part of that management responsibility has the authority to enter into this Agreement with the City

The City and PACA desire to work together to jointly fund the construction, subsequent continuous maintenance and operation of an electronic sign as described in the attached Exhibit "A" ("Project") to be used by both parties.

PACA has obtained the prior written approval of the President of the Parker Theater, Inc. to enter into this Agreement.

Pursuant to _____ at its _____ 2014, meeting the City Commission has authorized approval and execution of this Agreement by _____.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained and other good and valuable consideration, the adequacy of which is hereby acknowledged, it is agreed by and between the parties hereto as follows:

1. **PURPOSE OF AGREEMENT.** The purpose of this Agreement is to set forth the understandings of the City and PACA with respect to funding for the Project.

2. **DESCRIPTION OF PROJECT.** The description of the project is contained on the attached Exhibit A.

3. **RESPONSIBILITIES OF PARTIES.** The scope of services and the responsibilities of the City and PACA are contained on the attached Exhibit A.

4. **CITY'S INSURANCE.** City represents that it is a municipal corporation as defined in Section 768.28, Florida Statutes, and agrees to furnish the PACA, upon request, with written verification of liability protection in accordance with state of Florida's laws.

5. **GOVERNMENTAL IMMUNITY.** PACA represents to City for City's reliance that PACA as an independent special district is a state agency or political subdivision and City represents to PACA for PACA's reliance that City as a municipality is a state agency or subdivision as defined in Section 768.28, Florida Statutes. Each party agrees to be fully responsible for the acts and omissions of its agents or employees to the extent permitted by law. Nothing herein constitutes or shall be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract.

6. **ASSIGNMENT.** PACA shall have no authority to assign any portion of this Agreement to a third party without prior approval of the City. The City shall have no authority to assign any portion of this Agreement to a third party without prior written notice to PACA.

7. **AMENDMENTS.** No modification, amendment or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed by the parties hereto, with the same formality and equal dignity herewith. PACA (through its President/CEO) and the City (through the City Manager subject to approval of the City Commission) may approve and execute written amendments to this Agreement as long as it does not increase the monetary obligations or increase the liability of either party.

8. **WAIVER.** Failure of either party to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any right herein contained, shall not be construed as a waiver or relinquishment for the future of any covenant, condition, or right; but the same shall remain in full force and effect. None of the conditions, covenants or provisions of this Agreement shall be waived or modified except by the parties hereto in writing.

9. **TERMINATION.** This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved party identifying the breach. This Agreement may also be terminated by the City Manager upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health, safety, or welfare. Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement. This Agreement may also be terminated by PACA's President/CEO upon such notice as PACA's President/CEO deems appropriate under the circumstances in the event PACA's President/CEO determines that termination is necessary to protect the public health, safety or welfare. Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement.

10. **NOTICE.** Whenever either party desires to give notice to the other, such notice must be in writing and sent by United States mail, return receipt requested, courier evidenced by a delivery receipt, electronically or facsimile, evidenced by a delivery receipt, or by an overnight express delivery service, evidenced by a delivery receipt, addressed to the party for whom it is intended at the place last specified; and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice. Notice shall be effective upon delivery as evidenced by a delivery receipt.

Notice to City shall be addressed to:

City Manager
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, Florida 33301
Facsimile: (954) _____
E-mail: _____
With Simultaneous copy by e-mail to: _____

Notice to PACA shall be addressed to:

President/CEO
Performing Arts Center Authority
201 SW Fifth Avenue
Fort Lauderdale, Florida 33312
Facsimile: (954) _____
E-mail: _____
With Simultaneous copy by e-mail to: _____

11. **LAWS AND ORDINANCES.** City and PACA shall observe and comply with all applicable local, county, state and federal laws, ordinances and regulations in connection with the performance of this Agreement.

12. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Florida and venue for purposes of litigation arising out of this Agreement shall be Broward County, Florida.

13. **INDEPENDENT CONTRACTORS.** The City and PACA are each an independent contractor under this Agreement. Services provided by each party pursuant to this Agreement shall be subject to the supervision of said party. In providing such services, neither PACA or its agents shall act as officers, employees, or agents of the City. No partnership, joint venture, or other joint relationship is created hereby. The City does not extend to PACA, or its agents any authority of any kind to bind the City in any respect whatsoever. PACA does not extend to City, or its agents any authority of any kind to bind PACA in any respect whatsoever.

14. **SEVERABILITY.** If any provision of this Agreement or the application of any provision to any party of circumstance shall be deemed unenforceable, prohibited by or invalid under applicable law, the provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remaining provisions of the Agreement or their application to other parties or circumstances.

15. **ENTIRE AGREEMENT.** This Agreement embodies the entire agreement and understanding between the parties, and supersedes all prior negotiations, representations or agreements, either written or oral. It may not be modified or terminated except as provided herein.

16. **FORCE MAJEURE.** For purposes of this Agreement, Force Majeure means any equipment failure, threatened terrorist acts, terrorist acts, act of public enemy, earthquake, war (declared or undeclared), fire, flood, epidemic, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any other similar or dissimilar cause beyond the reasonable control of the parties. In the event of a Force Majeure occurrence under this Agreement, the City shall have the right to undertake necessary reasonable repairs without prior written approval of PACA and PACA shall reimburse City for the cost of such repairs in accordance with this Agreement.

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AGREEMENT BETWEEN CITY OF FORT LAUDERDALE AND PERFORMING ARTS CENTER AUTHORITY FOR SIGN AT WAR MEMORIAL AND PARKER PLAYHOUSE

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

City

City of Fort Lauderdale

Mayor

City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

Assistant City Attorney

AGREEMENT BETWEEN CITY OF FORT LAUDERDALE AND PERFORMING ARTS CENTER AUTHORITY FOR SIGN AT WAR MEMORIAL AND PARKER PLAYHOUSE

PACA

WITNESSES:

Performing Arts Center Authority,
an Independent Special District in the
State of Florida

Signature

Witness name above

Signature

Witness name above

(SEAL)

By _____

Name and title above

ATTEST:

Secretary

Approved as to form by Joni Armstrong
Coffey, Broward County Attorney:

By: _____
Andrea S. Froome (Date)
Senior Assistant County Attorney

EXHIBIT A

SCOPE OF SERVICES AND DESCRIPTION OF PROJECT

AGREEMENT BETWEEN CITY OF FORT LAUDERDALE AND PERFORMING ARTS CENTER AUTHORITY FOR SIGN AT WAR MEMORIAL AND PARKER PLAYHOUSE

1. RESPONSIBILITIES OF PACA. PACA shall:

- A. Provide funding in an amount not to exceed fifty percent (50%) of the funds for the implementation of the Project as described in section 3 of this Exhibit A.
- B. Provide 50% of the funding for documented ongoing expenses related to the Project for the monthly cable and electric bills, for so long as there is a valid lease agreement between the City and Parker Theater, Inc. for the Parker Playhouse and so long as PACA manages Parker Playhouse or in the event that the Lease terminates, for as long as PACA continues to manage Parker Playhouse whether under a written agreement between PACA and the Parker Theater, Inc. or its successor or through some other management rights for the Parker Playhouse.
- C. Provide 50% of the funding for documented ongoing maintenance expenses and repairs related to the Project for so long as there is a valid lease agreement between the City and Parker Theater, Inc. for the Parker Playhouse and so long as PACA manages Parker Playhouse or in the event that the Lease terminates, for as long as PACA continues to manage Parker Playhouse whether under a written agreement between PACA and the Parker Theater, Inc. or its successor or through some other management rights for the Parker Playhouse. Except in an emergency as identified in the Force Majeure section of the Agreement, City shall notify PACA in writing of estimated maintenance or repair expenses for prior written approval by PACA's President/CEO before proceeding with such maintenance or repair, which approval shall not be unreasonably withheld.

D. The funding contribution of PACA for the implementation is subject to the following conditions:

- i. Payment shall be made by PACA to City on a reimbursement basis after request by City, including the provision of required invoices by City. All payments up to 50% of the total cost for the implementation of the Project (estimated at \$84,125 based on the budget attached as Exhibit B) shall be made by PACA to City following completion of the services rendered upon the City providing an invoice for the completed work and PACA's General Manager for Parker Playhouse visit to the site to confirm completion. Payments will be made by PACA to City at the address in the "NOTICES" section as changed from time to time in accordance with that section.
- ii. PACA shall have no obligation or responsibility to pay more than 50% of the total funding for the implementation and subsequent ongoing expenses for the Project. Funding is based on the budget attached as Exhibit B and shall be increased or reduced on a pro rata basis (50%/50% each) in accordance with any overall budget increases or reductions that are mutually approved in advance in writing by the PACA's President/CEO and City's City Manager.
- iii. All funding provided by the PACA is to be used solely for the construction, ongoing expenses and maintenance of the Project as outlined in this Agreement. Any unauthorized use will require immediate reimbursement to PACA within thirty (30) days of PACA becoming aware of such unauthorized use.

3. **RESPONSIBILITIES OF CITY.** City shall:

- A. Provide a budget for the implementation of the proposed Project, which is attached hereto as Exhibit "B" including a line item for all anticipated expenses during implementation and for five-year maintenance of the sign included at no additional costs to PACA.
- B. Provide 50% of the funding for the Project in the estimated amount of \$84,125, to fund half the cost of the Project.
- C. Procure all services for the construction and maintenance of the Project in compliance with the City's Purchasing Code.
- D. Provide PACA with all necessary receipts, invoices and proof of payments necessary to show that funds have been spent in accordance with this Agreement.
- E. City is responsible for securing all applicable permits and compliance with all applicable law.
- F. Ownership of Improvements. The City shall be the owner of the Project and all related fixtures and improvements notwithstanding PACA's contribution of funds for the implementation of the Project and the ongoing maintenance expenses.
- G. The Project shall be maintained by the City in a reasonable manner and funding for maintenance costs shall be split equally (50%/50%) between the parties to this Agreement in accordance with Section 1, above.
- H. The City shall be responsible for securing and maintaining any required insurance for the Project. The City shall bear the liability for the Project, however PACA shall be responsible for any liability associated with its use of the sign.

4. DESCRIPTION OF PROJECT:

A. The "Project" is more particularly described as follows: The construction, subsequent continuous maintenance and operation of an electronic sign on the west lot of Holiday Park between 8 St and 9 St at the southwest corner of said lot) to be used by both parties. See more detailed description of sign contained on Attachments A-1 through A-10 attached hereto.

B. Pending review and recommendations by the City's consultant, messages on the sign will consist of 12 panels/slides messages. The City shall have the odd numbered panels/slides and PACA shall have the even number panels/slides. Each panel/slide will display for 3 to 5 seconds, pending review and recommendation by the City's consultant on exposure times.

C. All panels/slides will follow the same format, pending review and recommendation by the City's consultant, in order to achieve one cohesive branding for the site. The format agreed upon by PACA and the City is as follows:

- Top line/area: Main Act and/or Headliner
- Line 2/area: Static picture and/or graphic
- Line 3/area: Day, Date, Time(s) of Event

The Parties may mutually agree to change the format, subject to approval by City's Director of Parks and Recreation or his/her designee and PACA's President/CEO or his/her designee.

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ATTACHMENT A-1 THROUGH A-10 FOR EXHIBIT A
AGREEMENT BETWEEN CITY OF FORT LAUDERDALE AND PERFORMING
ARTS CENTER AUTHORITY FOR SIGN AT WAR MEMORIAL AND PARKER
PLAYHOUSE

Attachments A-1, A-2, A-3, A-4, A-5, A-6, A-7, A-8, A-9, A-10 are attached.

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**TECHNICAL SPECIFICATIONS
FOR
WAR MEMORIAL AUDITORIUM
PARKER PLAYHOUSE
MARQUEE**



CITY OF FORT LAUDERDALE

PART 1 GENERAL

1.1 DESCRIPTION

- A. The Contractor shall be responsible for providing all display equipment as described.
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|------|
| A. j |
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 B. The Contractor shall be responsible for installing the primary steel structures and the provision and installation of all secondary structural steel and mounting brackets/hardware required to accommodate the new system(s). This includes all labor, materials, equipment; tools, transportation, and project management required for complete a fully operational system(s) on the project.
- C. Contractor shall be responsible for assembly, modifications (if necessary) and mounting of all display components onto new structure.
- D. Owner will provide Primary Power at defined demarcation points. Contractor shall be responsible for all power and electrical distribution from demarcation point (Secondary Power) to new system(s). Contractor shall provide all secondary power connections/terminations required to power new system(s).
- E. Contractor shall be responsible to furnish, and install a weatherproof enclosure to house a Media Player, and Cable Modem, and terminate all required cabling needed to make new system(s) complete and fully operational. (Media Player to be Breeze by KeyWest Technology or approved equal)
- F. An architectural rendering package is provided as part of this bid package. The details provided in the attached architectural renderings package are the minimum requirements that will be accepted. The design and submittals must conform to the architectural renderings in the bid package. Contractor shall be responsible for final engineering of structural and electrical components required for new system(s), including professional engineering stamp by a licensed/registered engineer in the State of Florida.
- G. Contractor is responsible for supplying a complete and fully operational system as intended by the bid package documents and any subsequent attachments. Prior to entering into a contract for the project, vendor is responsible for notifying Owner of any equipment omissions in the bid package documents that would prevent the completion of a fully operational system. If Contractor fails to notify Owner of any equipment omissions, Contractor shall assume responsibility for providing the required equipment at no additional cost to Owner.
- H. Contractor shall field verify all work site conditions, including dimensions prior to submitting shop drawings.
- I. Contractor shall grant Owner a license to use all proprietary software provided with this bid package for the life of the system.

1.2 VENDOR QUALIFICATIONS

- A. Owner seeks to contract with a vendor for the full performance of the work as described in this bid package and to obtain long-term service and support for all equipment supplied by the selected vendor. In an effort to ensure the chosen vendor has the long-term interests of Owner in mind, the following shall be required in order to submit a bid for this project. Failure to submit acceptable responses to all of these requirements shall eliminate a vendor from consideration. The Owner, in its sole discretion, shall reserve the right to waive any or all of the requirements listed below.
 - 1. Vendor shall provide a list of a minimum of three (3) facilities (facility, contact name, title, address and current phone number) where the vendor has provided equipment and services of equivalent size and scope to this bid package within the last 3 years.
 - 2. Vendor shall provide a minimum of one (1) facility (facility, contact name, title, address and current phone number) where the vendor has provided equipment and services of equivalent size and scope that is at least five (5) years old.
 - 3. Vendor may be required to provide a Letter of Surety from their bonding agent, stating their ability to provide a 100% payment and performance bond if they are the successful bidder.
 - 4. Vendor shall have a direct service employee capable of providing maintenance response with-in 2 hours of a call for service.

1.3 SUBMITTAL REQUIREMENTS

A. Initial Submittals and Shop Drawings

1. Contractor shall be required to provide submittals and shop drawings to Owner within fifteen (15) calendar days of date shown on award notice, acknowledged with a binding letter of intent. Contractor shall be responsible to ensure that the dimensions and specifications of each component and all systems fit within the design allowances. Contractor shall advise the Owner of any discrepancy that could affect installation. If Contractor fails to notify Owner of any discrepancies, Contractor shall assume responsibility for providing the required equipment or correcting such discrepancies at no additional cost to Owner.
 - a. Submit three (3) sets of shop drawings and product data sheets together in one package within fifteen (15) calendar days of date shown on award notice to Contract and prior to ordering equipment.
 - b. Submit catalog data sheets, neatly bound with title page, space for submittal stamps, and tabbed dividers between Sections. Provide a complete list of proposed equipment with reference to its corresponding specification paragraph number or equipment title in specification paragraph order. Denote all approved substitutions.
 - c. Submit fabrication shop drawings for all displays including component weight and power calculations.
 - d. Submit structural engineered drawings for all primary and secondary steel framing required for this scope of work. Structural engineered drawings shall also include method of attachment for LED displays and all other signage elements required for this scope of work. A licensed/registered engineer in the State of Florida shall stamp/seal all structural drawings.
 - e. Submit point-to-point wiring diagrams and typed wire lists identifying every connection. Include electronic devices such as switches, transformers and terminal blocks. Indicate locations of all components. Identify cables by type, color, and wire numbers.
 - f. Submit detail drawings of all custom fabricated items and approved equipment modifications. Include complete parts lists, schematic diagrams, and all dimensions required for proper assembly.
 - g. Submittal drawings shall indicate proposed color selections and finishes for all exposed surfaces and custom fabricated items. Submit actual color/finish samples as required.
 - h. Submit a list of all lower tier subcontractors and suppliers. List shall include lower tier subcontractor's qualifications indicating performance of similar work on past projects of this type and scope.
 - i. Submit a project schedule in Gantt chart format outlining equipment delivery dates and installation start and finish dates. Project schedule shall be broken down into sufficient detail (work task and duration) to permit Owner to monitor installation progress on a weekly basis. Coordinate submittal review requirements and order dates for long lead items in critical path of submitted schedule.
 - j. Copies of all required business and contractor licenses.
 - k. Copies of proof of insurance.
 - l. Approval of submitted items indicates only the acceptance of the manufacturer and quality. Specific requirements, arrangements, and quantities shall comply with the intent of the Contract Documents as interpreted by the Owner unless specifically approved in writing.
 - m. Submittals that are incomplete, deviate significantly from the requirements of the Contract Documents, or contain numerous errors will be returned without review for rework and re-submittal, and may result in back charges to the contractor.

B. Contract Closeout Submittal:

1. When the installation is substantially complete contractor shall submit two (2) complete initial hard copy sets of contract closeout submittals to the Owner for review. After review and approval of initial set, Owner shall return one (1) initial hard copy to Contractor with comments for updating. Contractor shall provide four (4) final sets of closeout submittals to Owner and one (1) electronic copy in searchable PDF format. Closeout submittals shall include, but not be limited to:
 - a. Project Record Drawings (As-Built Drawings) including final screen fabrication drawings, primary and/or secondary steel structural drawings, electrical drawings, system block diagrams, and custom fabricated signage drawings (final fabrication version).
 - b. An Operation & Maintenance Manual per 1.3.C of this bid package.
 - c. A list of all equipment provided and its location within the facility. List shall include manufacturer name, model identifier, serial number, and any other pertinent information needed to obtain service, maintenance, and/or replacement.
 - d. A list of all Subcontractors who performed work for Contractor during installation. List shall include company name, short description of work performed by contractor, physical company address, phone number, and contact person(s).
 - e. Test reports from an independent testing & inspection agency certifying that bolted and/or welded connections for primary and/or secondary structural steel meet the minimum requirements of the engineered structural drawings, the governing building code, or as required by the building official; whichever is more restrictive.
 - f. Verification that the Media Player is properly receiving Content from the Cloud Server and the LED Video Screen is displaying content in the proper resolution.

C. Operation & Maintenance Manual

1. Upon substantial completion and prior to on site training with the Owner, Contractor shall provide four (4) final Operation & Maintenance Manuals (O&M Manuals). O&M Manuals shall have tab dividers and shall be logically organized to provide easy access to information without the need to research through entire manual. All documents provided in the O&M Manual shall be written in English and shall provide sufficient detail as to be understood by an individual with no knowledge of LED displays or the associated control equipment and/or operating systems. Contents of the O&M Manual shall include, but not be limited to:
 - a. Table of Contents
 - b. Contractor/subcontractor/supplier list including
 - c. Warranty certificates for each component
 - d. Description / overview of system(s) including key features and operational procedures.
 - e. Troubleshooting procedures for all LED displays, LED display processors, and all related equipment provided by Contractor. Troubleshooting procedures shall include demonstration photos and/or diagrams as required.
 - f. Maintenance procedures for all LED displays, LED display processors, graphics/animation servers, and all related equipment provided by Contractor. Maintenance procedures shall include demonstration photos and/or diagrams as required.

1.4 EQUIPMENT GENERAL SPECIFICATIONS

- A. All equipment and materials, except owner furnished, shall be new and the latest version at the time of bid and shall conform to applicable UL, ULC, CSA or ANSI provisions. Re-manufactured or "B" stock equipment will not be accepted without prior written consent from the Owner. Evidence of unauthorized re-manufactured or "B" stock equipment on the project site will be deemed evidence of the contractor's failure to perform the work. Contractor shall take care during installation to prevent scratches, dents, chips or disfiguration of equipment and materials supplied. All damaged equipment and/or materials shall be repaired or replaced at Owner's discretion. Contractor shall perform either option selected by Owner at no additional cost to the Owner.
- B. All cabling is to be labeled in English with a reference to a wire designation on a wiring diagram. These diagrams must be part of the Project documentation submitted to the Owner at time of acceptance.
- C. Each device shall meet all of its published manufacturer's specifications. Verify performance as required.
- D. Mounting Hardware exposed to the weather shall be aluminum, brass epoxy painted galvanized steel or stainless steel. Apply corrosion inhibitor to all threaded fittings.

1.5 QUALITY ASSURANCE

- A. All requirements of the latest published editions of the following standards shall apply, unless otherwise noted. In the event of conflict between cited or referenced standards, the more stringent shall govern.
 - 1. National Electric Code (NEC).
 - 2. National Electrical Manufacturers Association (NEMA)
 - 3. American National Safety Institute (ANSI)
 - 4. Occupational Safety and Health Administration (OSHA)
 - 5. American Iron and Steel Institute (AISI)
 - 6. Underwriters Laboratories (UL)
 - 7. Federal Communications Commission (F.C.C.) Rules and Regulations, Part 76.
 - 8. Society of Cable Television Engineers (S.C.T.E.)
 - 9. Society of Motion Picture and Television Engineers (S.M.P.T.E.)
 - 10. American Society of Testing Materials (A.S.T.M.)
 - 11. National Cable Television Association (N.C.T.A)
 - 12. Electronic Industries Association (E.I.A.)
 - 13. Telecommunications Industries Association (T.I.A.)
- B. Review all architectural, civil, structural, mechanical, electrical, and other project documents relative to this work.
- C. Verify all dimensions and site conditions prior to starting work.
- D. Coordinate the specified work with all other trades.
- E. Maintain a competent supervisor and supporting technical personnel, acceptable to the Owner during the entire installation. Change of supervisor during the project shall not be permitted without prior written approval from the Owner.
- F. Provide all items not indicated on the drawings or mentioned in the specifications that are necessary, required or appropriate for this work to realize a complete and fully operational system that performs in stable and safe manor.
- G. Review project documentation and continuously make known any conflicts discovered and provide all items necessary to complete this work to the satisfaction of the Owner without additional expense. In all cases where a device or item or equipment is referred to in singular number or without quantity, each such reference shall apply to as many such devices or items as are required to complete the work.

- H. Provide additional support or positioning members as required for the proper installation and operation of equipment, materials and devices provided as part of this work as approved by the Owner, without additional cost to the Owner.
- I. Regularly examine all construction, and the work of others, which may affect Contractors work to ensure proper conditions exist at site for the equipment and devices before their manufacture, fabrication or installation. Contractor shall be responsible for the proper fitting of the systems, equipment, materials, and devices provided as part of this work.
- J. Promptly notify the Owner in writing of any difficulties that may prevent proper coordination or timely completion of this work. Failure to do so shall constitute acceptance of construction as suitable in all ways to receive this work, except for defects that may develop in the work of others after its execution.

1.6 WARRANTY AND SERVICE

- A. 1) LED Message Display - Contractor shall warrant labor for sixty (60) months and materials for sixty (60) months following the date of Final Acceptance.
2) Identification Display - Contractor shall warrant labor for sixty (60) months and materials for sixty (60) months following the date of Final Acceptance.
- B. During the warranty period the system shall be free of defects and deficiencies and conform to the drawings and specifications with respect to the quality, function, and characteristics stated.
- C. Contractor shall repair or replace defects that occur in labor or materials within the warranty period. If repair is affected using Owners spare parts allotment, Contractor shall replenish all parts used to keep Owner's inventory at the amount required by the contract.
- D. On-site labor shall be included during the warranty period for any work beyond simple component replacement. Simple component replacement shall be defined as components housed inside of the control box located at the base of the sign. This will include the Cable Modem and the Media Player.
- E. Failed parts shall be returned to the Contractor at the Contractor's expense for repair at a service facility located in the United States. Contractor shall identify the location of its service facility in the documentation provided when submitting a bid for this work.
- F. The Contractor shall replace failed parts that cannot be repaired.
- G. Upon receipt of a failed part, Contractor shall return a repaired or replacement part to the Owner within fifteen (15) business days from receipt of failed part.
- H. Contractor shall supply at least one local service employee or local for servicing and repair of all equipment during the warranty period. Local service employee shall be located within 75 miles of Owner's facility. Individual or firm intended to meet this requirement shall be submitted with responsibility review materials.
- I. The local service employee and the factory customer service department shall be responsible for providing the following emergency response availability:
 - 1. Telephone service assistance and technical support 24 hours per day, 7 days per week, 365 days per year Owner's facility.
 - 2. Answer all service calls and requests for information within one (1) hour during the warranty period.
 - 3. A parts exchange program, including same day shipment of exchange parts. The manufacturer shall keep a ready stock of key assemblies available to ship out upon notice of a parts failure if part is not available in spare parts inventory at Owner's facility.
 - 4. The advance replacement should contain all of the shipping information and packaging necessary to return the defective part or assembly back to Contractor at no cost to the Owner.
- J. Warranty shall cover all architectural components including pylon covers, footers, decorative trim, lamps, and ballasts. LED Message display components, including LED display panels, processors, power supplies, cabling, controllers, operating systems, and software. The Cable Modem is not included in the contractor's warranty. The Cable Modem shall be warranted by the provider contracted with by the City of Ft. Lauderdale.

1.7 SPARE PARTS

- A. Contractor shall supply a spare parts inventory containing a minimum of one (1) or 3% spare lighting units, 3% spare power supplies whichever is greater, and a minimum of one (1) of every other critical component. Spare parts inventory shall be based on quantity of components used to manufacture the display(s). Contractor shall provide proposed spare parts inventory as part of the bid submission.
- B. At the time of final completion, Contractor shall supply the specified spare parts inventory regardless of spare parts used during initial "shake out", "burn in" and/or testing of newly installed displays.
- C. Manufacturer of the LED system components shall continue to make all parts necessary for the continued functioning of the system for a minimum of five (5) years after acceptance of this project. Furthermore, upon end of life of any component used in the LED displays, that is not replaced by a "backwards compatible" component, Manufacturer shall notify Owner of end of life status being given to components of this system, and shall give Owner an opportunity to buy spare parts from stock or a last production run, at then commercially viable prices.

END OF PART 1 GENERAL

PART 2 PRODUCTS

2.1 LED VIDEO DISPLAY

- A. Quantity: Two (2) Outdoor Video Displays
- B. Pixel Resolution: 16mm physical pixel resolution. Pixel sharing, Optimized Technology, or Virtual Pixel is not allowed.
- C. LED Supplier: Only Nichia or Cree LED's will be accepted.
- D. Minimum Active Area of Displays: 7'9.6" tall by 13'10.4" wide. Cabinet Area 8'1" tall X 14'5" wide.
- E. Minimum Resolution: 144 x 256 based on maximum pixel pitch of real 16mm. No optimized technology, virtual pixel or pixel sharing products allowed.
- F. Minimum Brightness: 12,658nits (100% white with automatic color-correction "on") at startup.
- G. System must maintain a minimum brightness level of 6500nits throughout the first 10,000 hours of use.
- H. Display's intensity shall be adjustable to a minimum of 256 levels.
- I. Minimum 262,144 levels of intensity for each color (red, blue, pure green) 18-bit processing.
- J. 4,500°-9,000° Kelvin color temperature. Color temperature shall remain constant across specified horizontal and vertical viewing angles.
- K. Refresh rate shall be greater than 24000+Hz.
- L. Video frame rate at or greater than 60 frames per second.
- M. Service accessibility for all components of the displays shall be from the front.
- N. Pixel to Pixel Variation
 - 1. 95% or more of pixels within each module must have a luminance within +/- 4% of the mean luminance for the module.
 - 2. The average luminance of a column or row of pixels at the edge of a module or panel must be within +/- 2% of the average luminance of the module or panel.
 - 3. 95% or more of the pixels within each module must have a chromaticity value, $\Delta u'v'$, within +/- 0.006 of the mean chromaticity value for the module.
- O. Module to Module Variation
 - 1. 100% of the modules in a screen must have a luminance within +/- 4% of the mean luminance for the screen.
 - 2. 100% of the adjacent modules (i.e., modules sharing a border) in a screen must have a luminance within +/- 3% of each other.
 - 3. 100% of the modules in a screen must have a chromaticity value, $\Delta u'v'$, within +/- 0.006 of the mean chromaticity value for the screen.
 - 4. 100% of the adjacent modules in a screen must have a chromaticity value, $\Delta u'v'$, within +/- 0.003 of each other.
- P. All uniformity specifications above apply across all specified minimum horizontal and vertical viewing angles and are to be met for an all White, all Red, all Green, and all Blue screen display.
- Q. All listed specifications must be maintained throughout the first 10,000 hours of use.
- R. Minimum of a 140° ($\pm 70^\circ$) horizontal viewing angle. Defined at 50% of full intensity, with automatic color-correction "on", at stated angle maximum.
- S. Minimum of a 59° (+17/-42°) vertical viewing angle. Defined at 50% of full intensity, with automatic color-correction "on", at stated angle maximum.

2.2 LED VIDEO DISPLAY – PROCESSING AND CONTROLS

- A. Video screen control system must provide the ability to manage: brightness (multi-level), video input, image position: size and scale, adjustable gamma correction, remote power function (power on/off), color, color temperature, contrast and sharpness.
- B. Processing to allow for electronic color and brightness calibration - block to block and pixel to pixel. Allow for in-field calibration if needed.
- C. All processing is to be located in the environmental cabinet at the base of the sign structure...
- D. Video screen shall be capable of receiving a DVI signal from the Media Player. (Breeze Media Player by KeyWest Technology or approved equal.
- E. Content creation software shall be provided by the Owner and shall include but not be limited to the following content files. AVI, JPEG, BMP, and other files acceptable by the KeyWest Technology Breeze Media Player or approved equal.
- F. Proprietary software utilized to create LED display content will not be acceptable.
- G. Refer to (Attachment "A-2" Breeze Digital Signage by Key West Technology, Attachment "A-3" Connectivity & Programming Flowchart, and Attachment "A-4" Utilities Information) for further information regarding connectivity and content uploading to the LED Video Screen.

2.3 IDENTIFICATION SIGNAGE AND SUPPORT STRUCTURE

- A. Quantity: (1) One Double Faced Internally Illuminated identification display with two high impact plastic faces per side. 7'5" wide x 4'8" is the overall width, and height. T-Bar separator to be to be placed between upper and lower faces. Refer to Attached Document Sign Design Pare 1 and 2
- B. Decorative Hash Marks Around Pole Covers
- C. Decorative Hash Marks Around Perimeter
- D. Pole Covers
- E. Saddle Mount to attach LED Video Screens to the Steel Structure
- F. Footer, Footer Support, (Rebar may be required based on engineering calculations)
- G. Main Steel Support. Engineer to determine exact size of Steel Support.
- H. Sign to be located in existing parking lot located on the North East Corner of NE 8th St, & N. Federal Highway. Refer to (Attachment "A-5" Architectural Renderings, Attachment "A-6" W1d-4A Elevation and Attachment "A-7" W1d-4b Arial View)
- I. The Identification signage and support structure must conform to the architectural renderings in the bid package.

END OF PART 2 PRODUCTS

PART 3 EXECUTION

3.1 SCOPE OF WORK

- A. The following outlines the turnkey delivery and installation responsibilities that define the project scope of work. Any and all work outlined in this section is the responsibility of the Contractor unless otherwise noted. Any and all dates referenced in this document are approximate projected dates and are subject to change.
- B. Contractor is required to provide all labor, materials, tools, supervision and equipment to perform the following:
 - 1. Preparation of site where LED Video Screen will be installed to include: Remove and dispose of approximately 6,316 square feet of asphalt. Grade site area level and fill with top soil that will properly support the growth of grass. Provide approximately 6,316 square feet of sod. Installation of Fill Dirt, grading, and installation of sod shall be done after the sign footer and sign have been installed. (See Attachment "A-8" Preparation of site area).
 - 2. Provide and install, new steel support columns, dig footer, set steel columns and provide concrete. Engineering and permitting shall be included. Install, Lower Identification Display, pole covers, decorative hash marks, LED Video display, signage and aesthetics as depicted and specified in rendering package. Contractor shall be responsible for design of final attachments for new LED displays and signage elements.
 - 3. Contractor to provide and install environmental cabinet at base of sign structure to house the Cable Modem and Media Player.
 - 4. Contractor to provide and install cables from the environmental control cabinet at the base of the sign to the LED Video Screen.
 - 5. City of Ft. Lauderdale is responsible for providing and installing Cable Modem Service in the Environmental Cabinet installed at the base of the sign.
 - 6. City of Ft. Lauderdale is to provide a new electrical service panel at the base of the sign structure. Contractor is to provide electrical connection from new service panel to the sign.
 - 7. Remove and dispose of two existing single faced Identification Displays located on the South East and North East Corner of 8th Street and North Federal Highway. No remains of the existing signs shall protrude above ground level after the signs have been removed. (See attached Attachment "A-9" Removal of Sign # 1 and Attachment "A-10" Removal of Sign # 2)
 - 8. Provide all required permits and licenses.
 - 9. Provide on-site installation supervisor.
 - 10. Deliver all Equipment to site and convey to appropriate locations within site as directed by Owner.
 - 11. Store all Equipment in a safe and secure manner until installed, or otherwise directed by Owner.

3.2 ENGINEERING

- A. The Contractor shall submit drawings and calculations stamped by a professional engineer who shall be licensed/registered in the State of Florida.
- B. Contractor is responsible for taking all seismic and environmental considerations into account and making structural provisions for any such requirements.
- C. Owner and/or Architect/Engineer must approve all drawings in writing prior to the fabrication and installation of any equipment.
- D. Engineered drawings are to include both structural and electrical.
- E. The Contractor is solely responsible for verification the integrity of all engineering calculations. Contractor is responsible for verification of all information provided or implied.

3.3 STRUCTURAL CONSIDERATIONS

- A. Contractor is responsible to design, engineer, build, deliver, install, integrate and commission complete turnkey displays as specified with all required sub-structure needed to support all display components.
- B. Contractor is responsible for design and erection of all materials related to the new equipment.
- C. Structure is to be fabricated using new structural steel.
- D. Bolted and/or field welded connections shall be subject to special inspection by an independent testing & inspection agency certifying that bolted and/or welded connections meet the minimum requirements of the engineered structural drawings, the governing building code, or as required by the building official; whichever is more restrictive. Inspections shall take place prior to painting any connection.
- E. Documentation shall be provided to Owner verifying acceptable results from all special inspections. All items failing inspection shall be repaired or replaced and re-inspected at no additional cost to the Owner.
- F. All components to be painted and otherwise finished for exterior service conditions shall be warranted to be free of rust or other defects for a period of five years.
- G. All welders must be certified and certificates must be on site and available for inspection as requested.
- H. To minimize fading or oxidation, all finishes must be primed and coated. All areas of the primary and secondary support structure must be primed and painted to match.

3.4 ELECTRICAL AND DATA

- A. The electrical design and installation of all branch circuits by the City of Ft. Lauderdale shall comply with NEC, state and local codes, as well as Owner regulations and guidelines.
- B. The Contractor shall provide electrical and data requirements.
- C. The Contractor will be responsible for power distribution from the demarcation points noted on the included electrical drawings. Any additional electrical components required for a complete and fully operational system but not shown on the electrical drawings shall be the responsibility of the Contractor.
- D. Any additional raceway (conduit, cable tray, J hooks) required to provide a complete system for both power and signal/data shall be furnished and installed by Contractor. Any additional raceway required shall have routing of raceway approved by Owner prior to installation.
- E. The Contractor shall be responsible for termination and final connection of power to all elements. All secondary electrical panels must be clearly marked with names of the branch circuits controlled by each breaker to aid in troubleshooting or isolating problems. All electrical services, disconnects, and breaker panels are to be labeled with what they control and where they are fed from.
- F. Contractor shall not use wire nuts or electrical tape for any power or signal connection or any part of the work including internal LED display power jumpers or power connections to signage elements. All connections shall use a proper terminal block and spade terminal or terminal block and direct connection as required. Covers shall be provided over all high power terminal blocks to prevent electrical shock.
- G. The Contractor shall be responsible for providing stamped\sealed electrical drawings.
- H. Contractor to provide all data cables from the Cable Modem to the Media Player and from the Media Player to the LED Video Screen.
- I. Contractor to complete final connections from Cable Modem to the Media Player and from the Media Player to the LED Video Screen.
- J. Contractor to Verify the Content that is provided by User\Owner is being uploaded to the Cloud Server and is displaying on the LED Video Screen.

3.6 TRAINING

- A. The Contractor at its own expense will provide designated Owner employees' operator and maintenance training.
- B. Training will be performed at the site by a qualified technician and shall occur immediately following substantial completion. O&M Manuals per shall be provided to Owner prior to training.
- C. The training shall cover the operation, routine maintenance and troubleshooting of the displays and control equipment.
- D. Training shall consist of content upload and maintenance instruction.

3.7 Close out Procedures

- 1. Perform any and all "punch-list" work to correct inadequate performance or unacceptable conditions, as determined by the Owner, at no additional expense to the Owner.
- 2. Check, inspect, and if necessary, adjust all systems, equipment, devices and components specified, at the Owner's convenience, approximately thirty (30) days after the Owners acceptance.
- 3. Upon completion of the Work, the Owner may elect to verify test data as part of acceptance procedure. Provide personnel and equipment, at the convenience of the Owner, to reasonably demonstrate system performance and to assist with such tests without additional cost to the Owner.

END OF PART 3 EXECUTION

Digital Signage So Easy It Will Blow You Away...not your budget

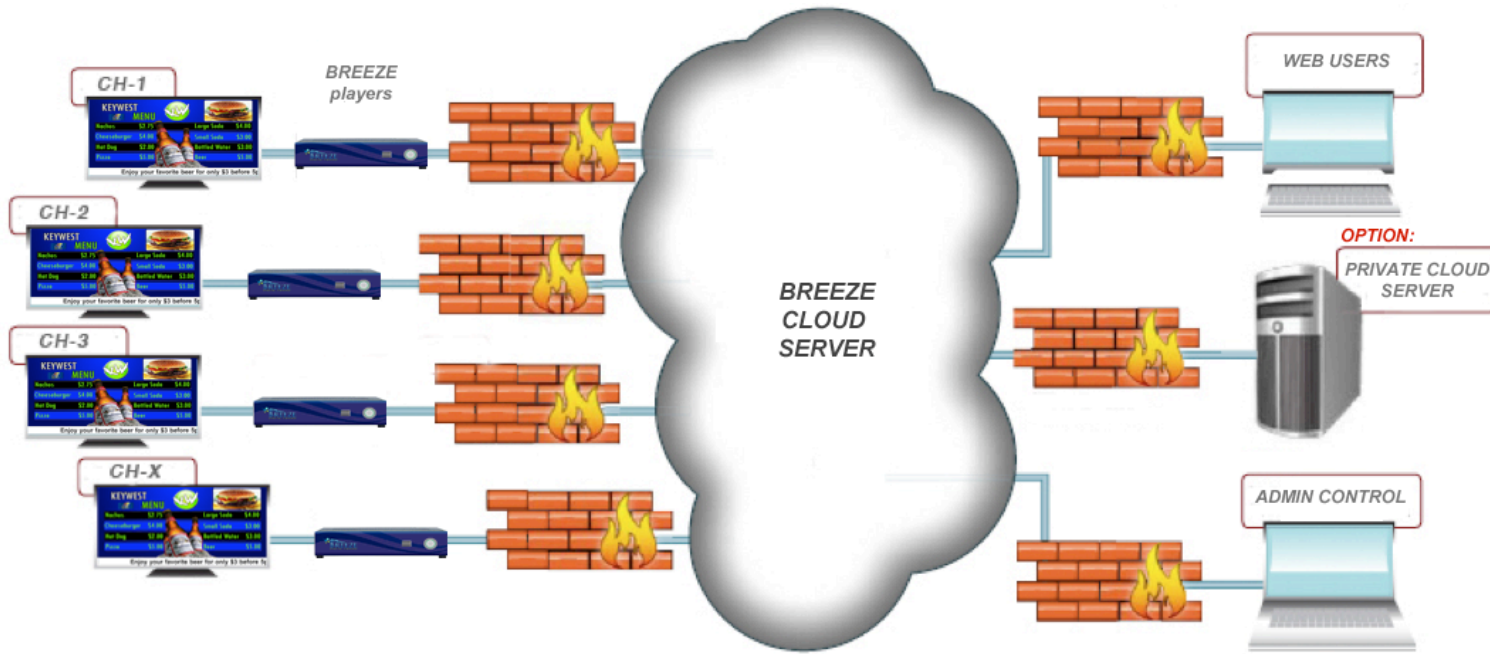


What Makes Breeze Digital Signage Better? Breeze has been designed around one simple concept –easy!

- Easy on your budget
- Easy to purchase
- Easy to use
- Easy to implement
- Easy to upgrade and expand

Regardless of the size of your business or which industry you represent, Breeze Digital Signage will benefit your enterprise by increasing operational efficiency and communication effectiveness. Simply login to the handy Internet editor and control your in-store signage from anywhere, anytime. No special software or training needed. Use Breeze for...

- ✓ in-store digital marketing, such as branding, promotions and advertising, which is proven to increase sales lift anywhere from 7 to 300%. Of course results vary widely depending on many situational factors, but we're here to help you formulate the secret sauce that works best for you.
- ✓ reducing perceived wait times in POS queues and lobbies by providing both entertainment and useful information.
- ✓ reducing paper waste and printing cost. (Do we really need to explain that?)
- ✓ improving customer engagement and experience. Digital signage can also be interactive, allowing the customer to drive the information at the point of sale. These kinds of progressive campaigns can tie-in mobile devices, social media, customer loyalty programs and Internet marketing for cross-platform communications with an integrated theme.
- ✓ day-parting menus, advertising, and promotions to the time of day or the day of the week, which greatly benefits patrons who can use your service the second they see your sign. Recent research has shown the habit of ignoring signage is exacerbated by signage that is old, outdated, irrelevant and boring.



MECHANICAL

DIMENSIONS: Wall Mount Mini Player
1.4 (H) x 7.5 (D) x 7.5 (W) inches (35 x 190 x 190mm)
WEIGHT (actual): <1 lb. (<.5kg)

VIDEO / AUDIO SPECIFICATIONS

- (1) HDMI Output (up to 1080P)
- (1) VGA
- (1) Stereo Audio I/O, 3.5mm

CONTROL I/O SPECIFICATIONS

- (1x) RJ45 100/1000 Base-T Ethernet LAN
- (1x) 802.11b/g/n Wireless (optional)
- (6x) USB v2.0 I/O

CONTROL REQUIREMENTS

- BREEZE DIGITAL SIGNAGE ONLINE EDITOR
- Windows® Internet Explorer 10 or higher
 - Mozilla Firefox v.12 or higher (Mac or Windows)
 - Google Chrome v.18 or higher (Mac or Windows)

DATA STORAGE:

- 32GB HD/Solid State Drive

POWER

- PSU: 100/240 VAC, 47-63 Hz 55W (UL/CE)

Are you ready to give your communication effort an invigorating Breeze?

- ✓ I have a need to communicate with digital signage in simply the easiest, most dynamic and efficient way possible.
- ✓ My computer can connect to the Internet via broadband Ethernet or WiFi.
- ✓ My computer can run the latest version of Internet Explorer, Chrome, or Firefox browser without any problems.
- ✓ I have my own display to use for my digital sign.

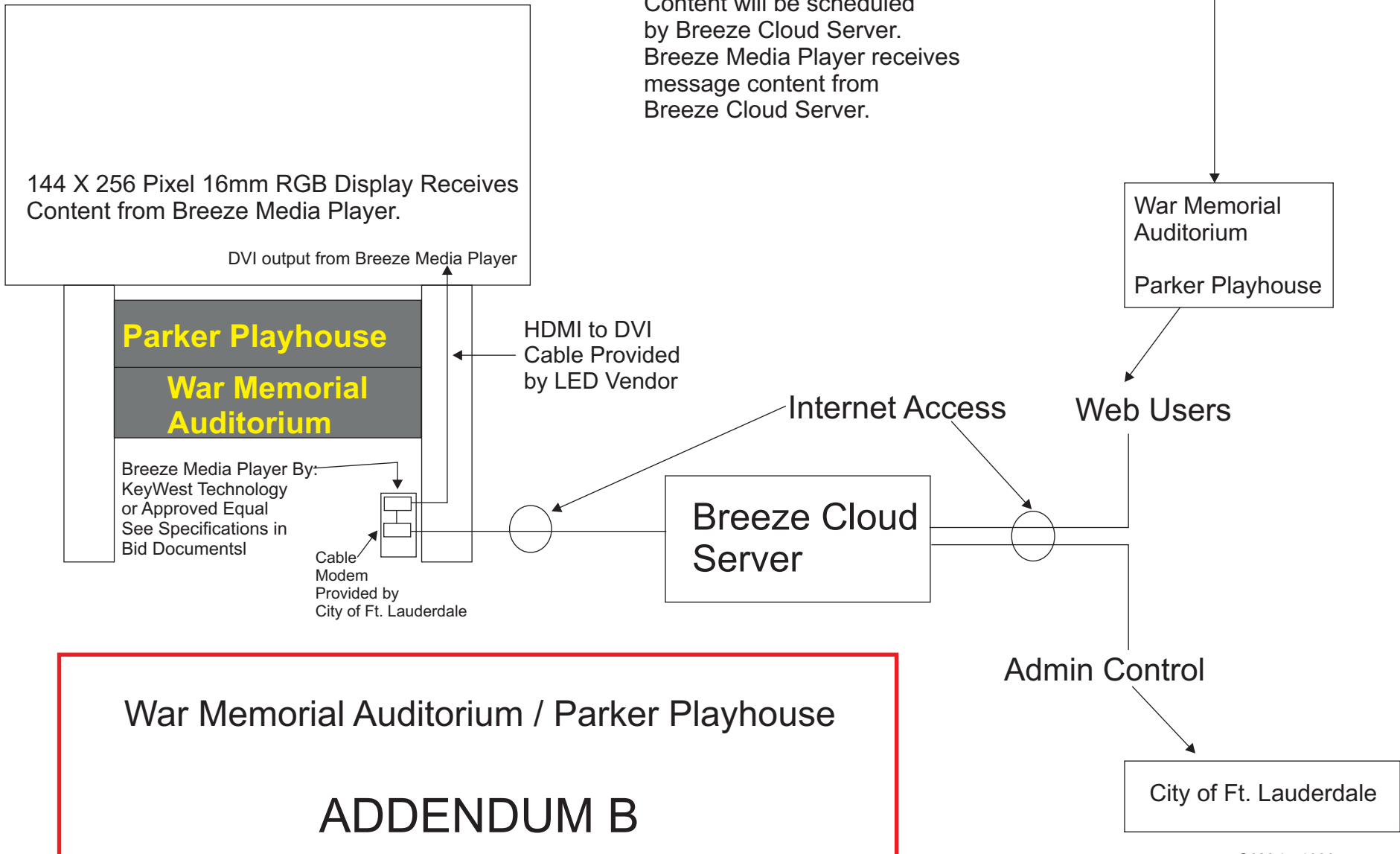
Specifications subject to improve without notice

CC # 141013

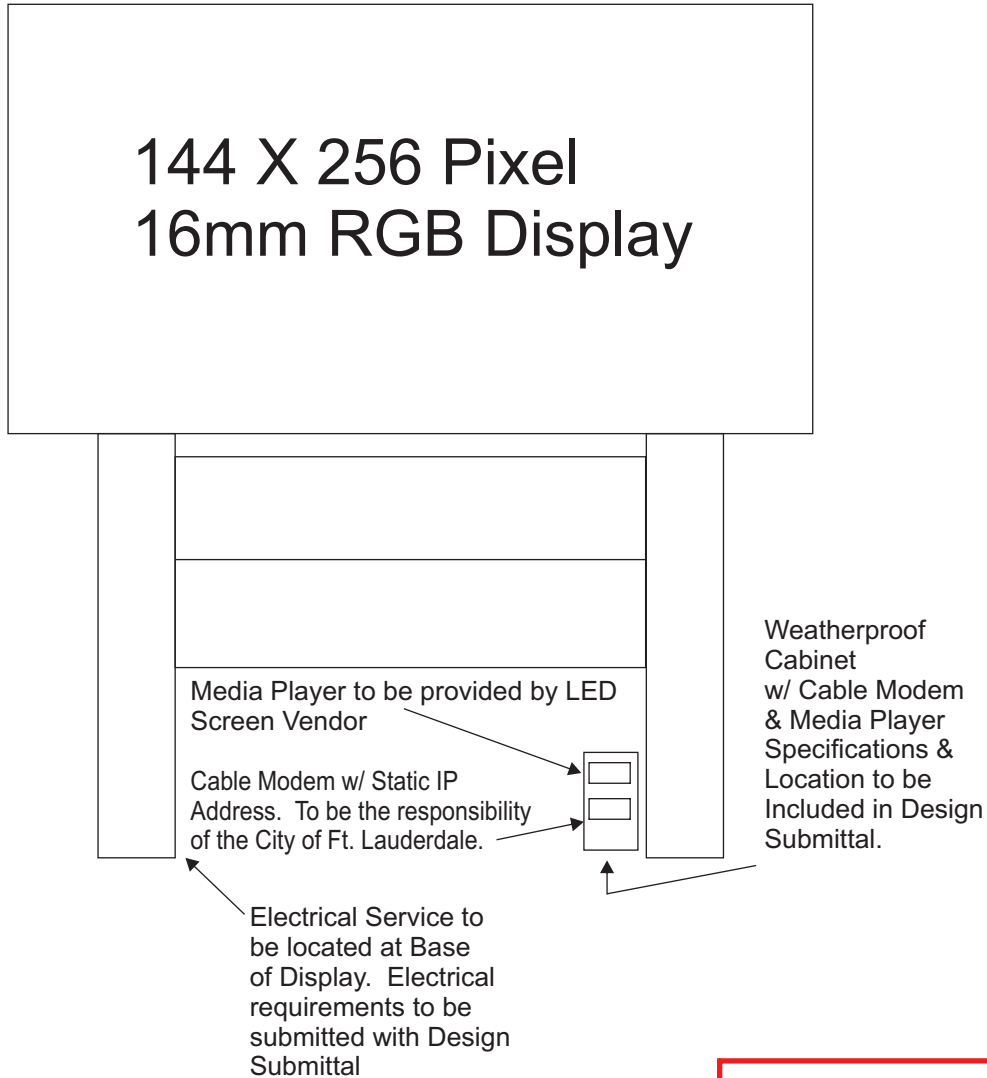


Connectivity & Programming Flowchart

Users create content and upload to sign via the Breeze Cloud Server. Content can be various types of files, i.e. JPEG, BMP, AVI, etc. Content will be scheduled by Breeze Cloud Server. Breeze Media Player receives message content from Breeze Cloud Server.

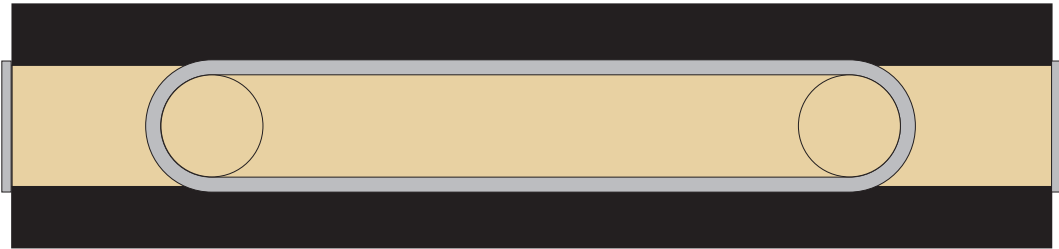


Utilities Information

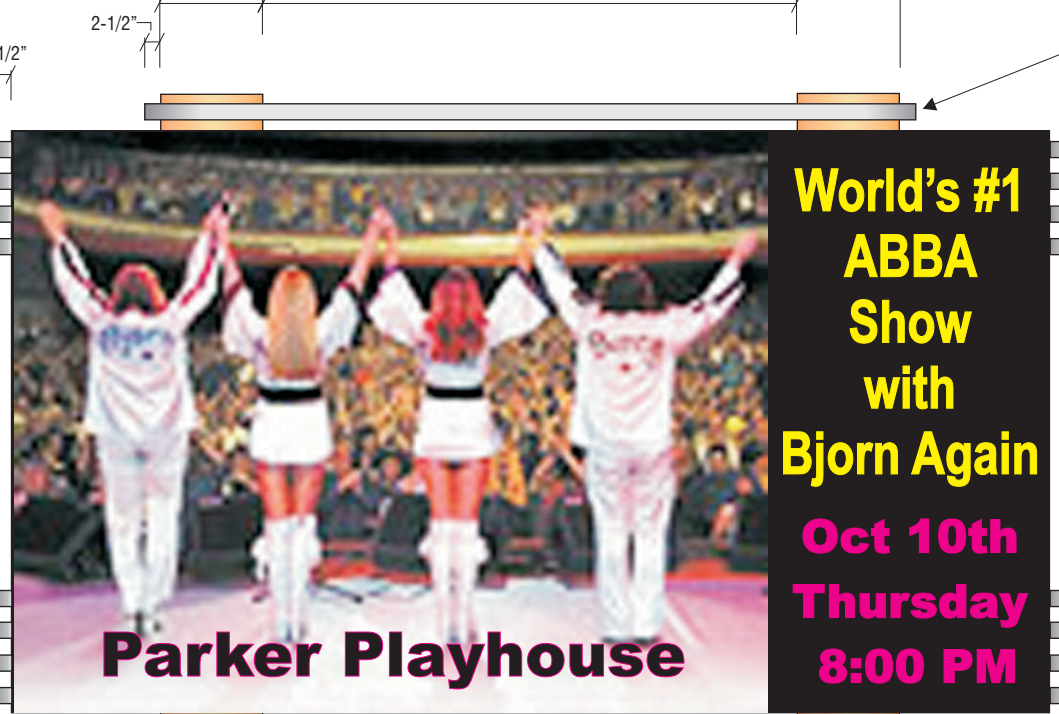
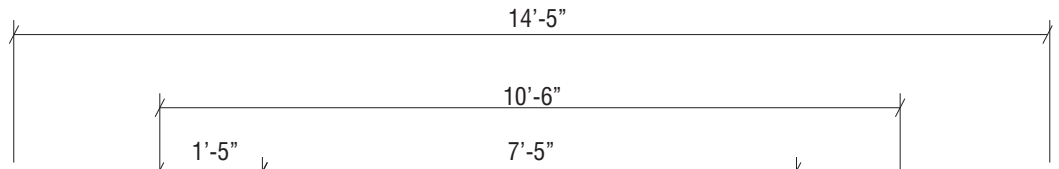


War Memorial Auditorium / Parker Playhouse

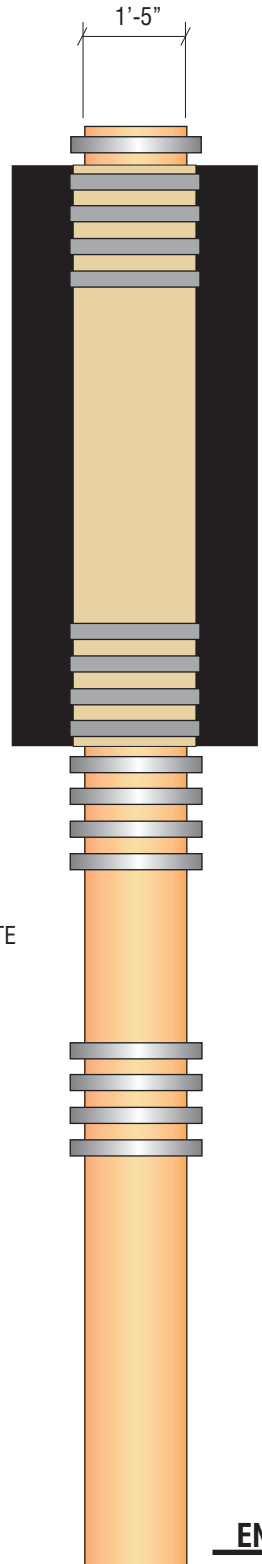
ADDENDUM C



PLAN VIEW SCALE: 3/8" = 1'-0"



FRONT VIEW SCALE: 3/8" = 1'-0"



END VIEW SCALE: 3/8" = 1'-0"

DECORATIVE HASH MARK AROUND PERIMTER.

TWO SINGLE FACED ELECTRONIC MESSAGE CENTERS. TO BE SECURED TO SUPPORT STRUCTURE. TO HAVE COVER ON ALL SIDES AND TO HAVE DECORATIVE HASH MARKS ON ENDS.

DECORATIVE HASH MARK AROUND PERIMTER.

DECORATIVE HASH MARKS AROUND POLE COVER .

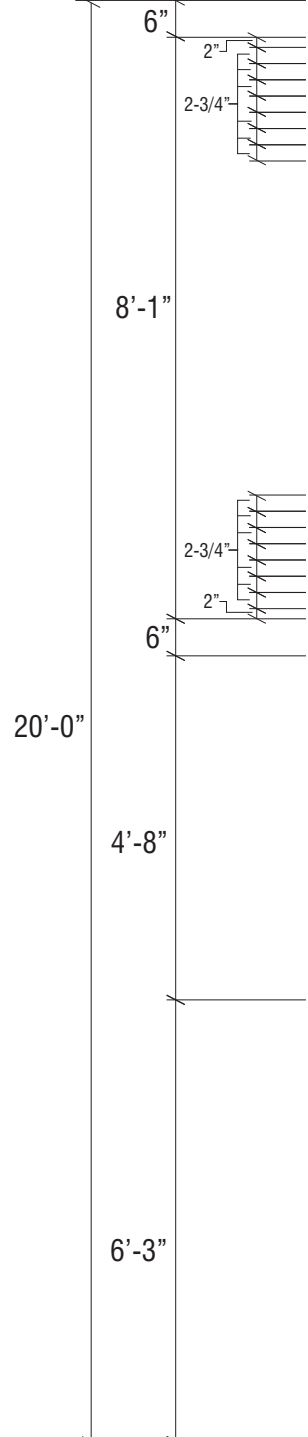
ONE SIGN CABINET WITH TWO POLYCARBONATE FACES. SIGN TO BE ILLUMINATED WITH H/O FLUORESCENT LAMPS. SIGN FACES TO BE DECORATED ON THE SECOND SURFACE.

DECORATIVE HASH MARKS AROUND POLE COVER .

DECORATIVE HASH MARK AROUND PERIMTER.

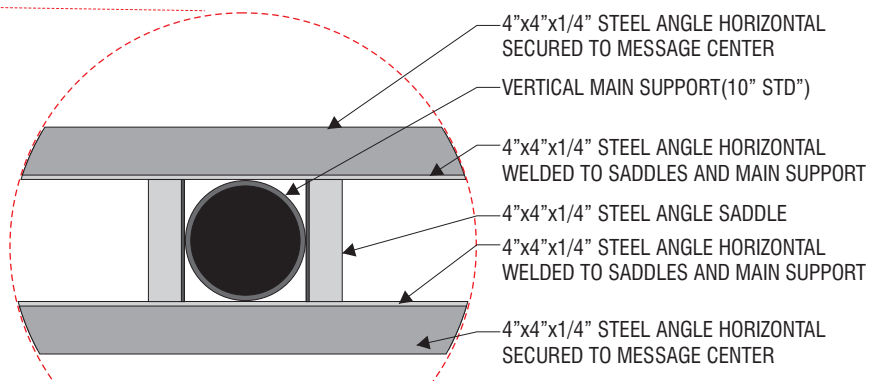
POLE COVERS.

ALL COLORS TO BE DETERMINED.
ALL FINISH'S TO BE SATIN.

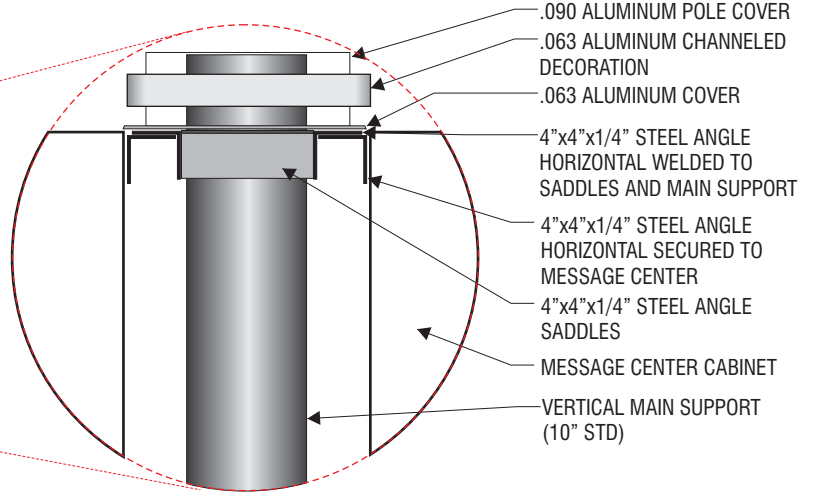




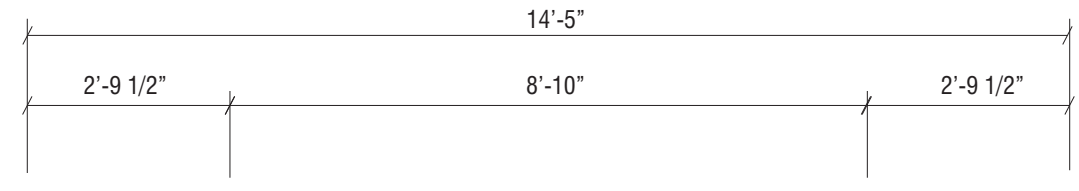
PLAN VIEW SCALE: 3/8" = 1'-0"



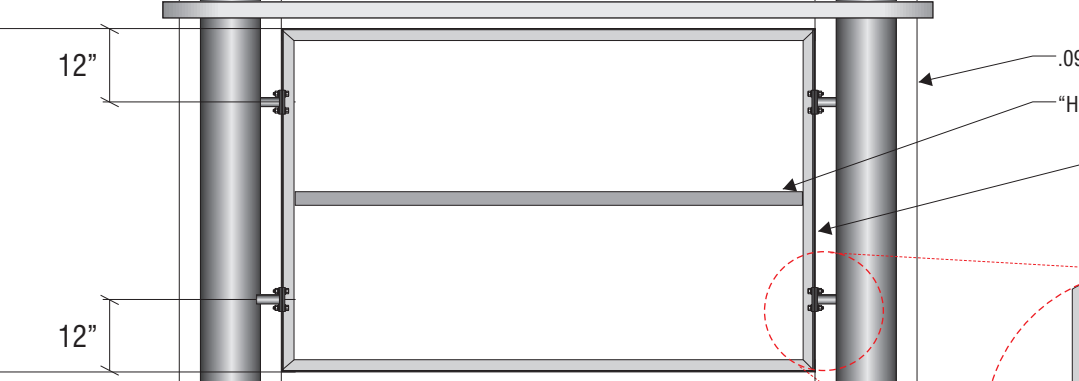
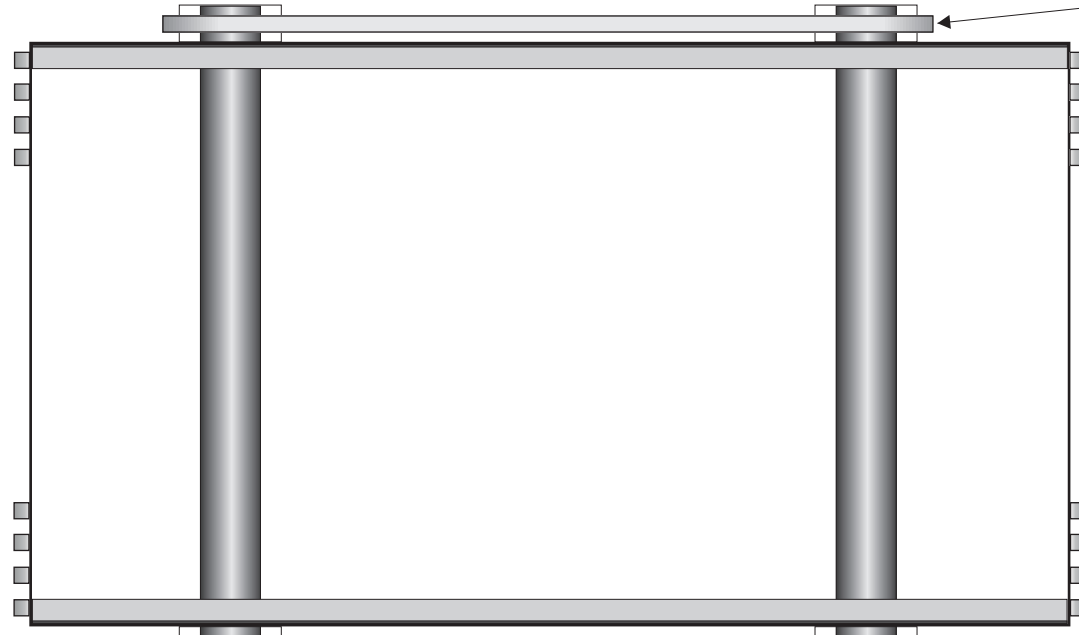
"TYPICAL" SADDLE DETAIL SCALE: 3/4" = 1'-0"



"TYPICAL" SADDLE DETAIL SCALE: 3/4" = 1'-0"



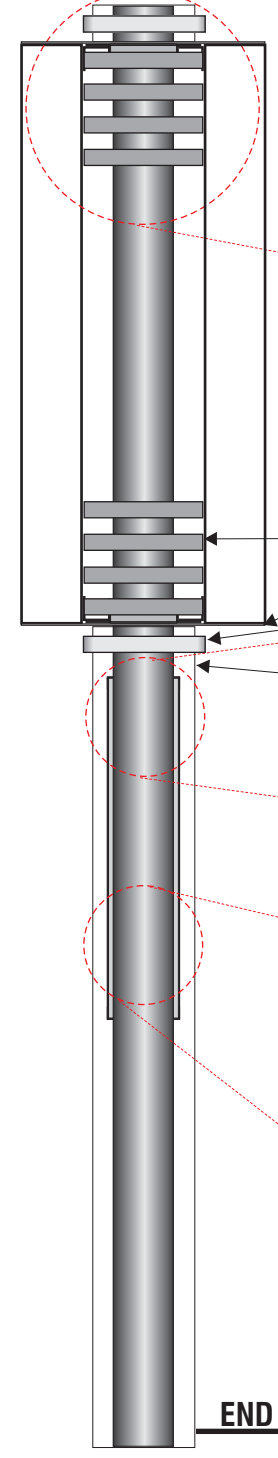
.063 ALUMINUM CHanneled DECORATION HASH



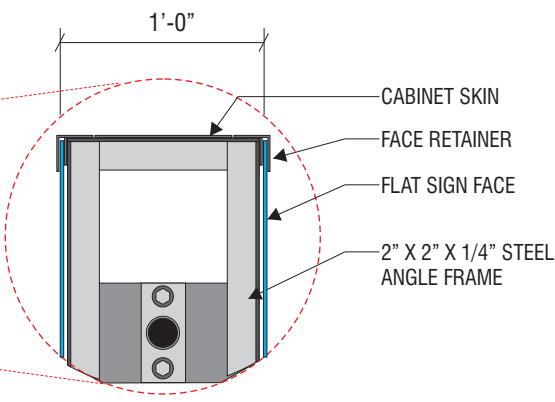
SECONDARY CABINET MOUNTING DETAIL SCALE: 1" = 1'-0"



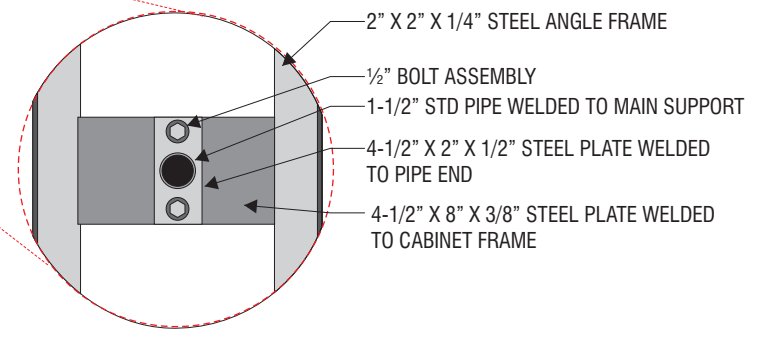
FRONT VIEW SCALE: 3/8" = 1'-0"



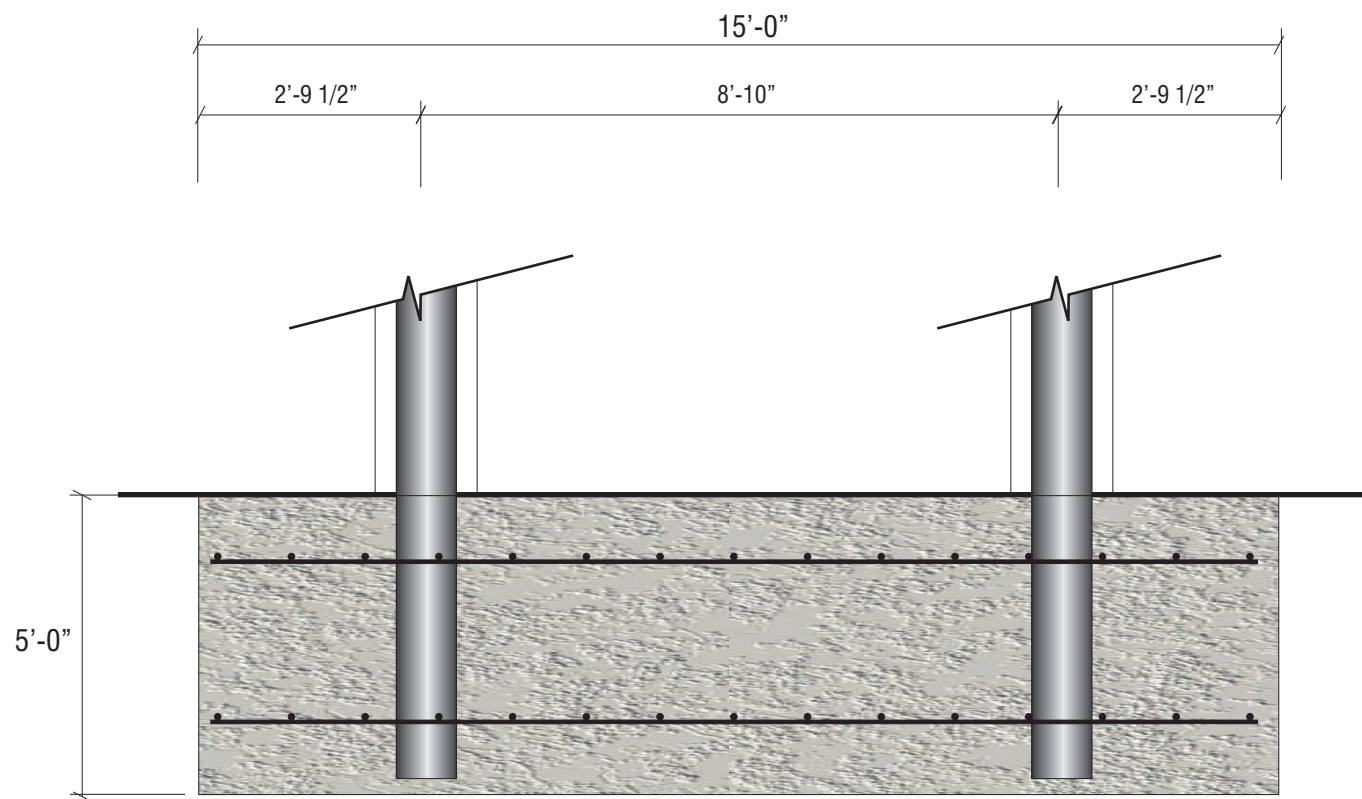
END VIEW SCALE: 3/8" = 1'-0"



END VIEW "SECONDARY CABINET" SCALE: 3/4" = 1'-0"

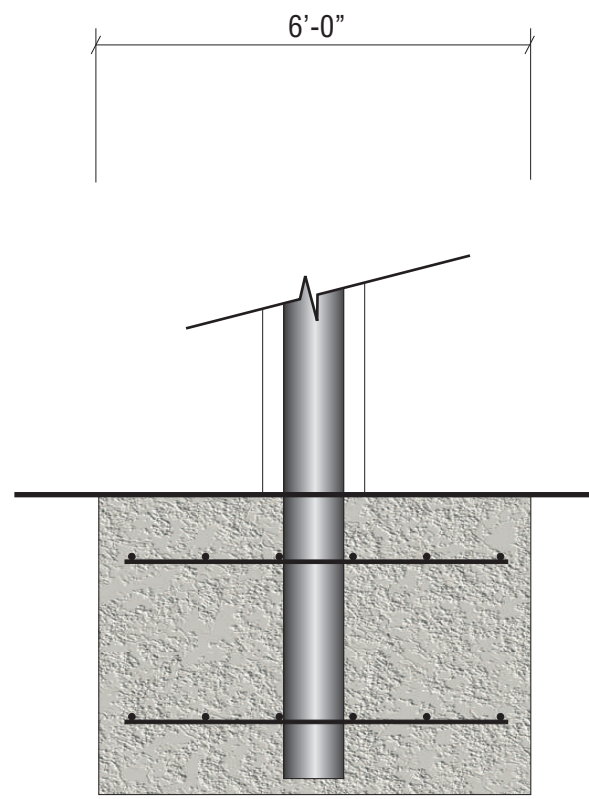


END VIEW "SECONDARY CABINET" MOUNTING DETAIL SCALE: 3/4" = 1'-0"



FRONT VIEW SCALE: 3/8" = 1'-0"

FOUNDATION:
3000 PSI CONCRETE W/ #5 REBARS -
12" O. C. TOP & BOTTOM.
16.5 YARDS OF CONCRETE



END VIEW SCALE: 3/8" = 1'-0"

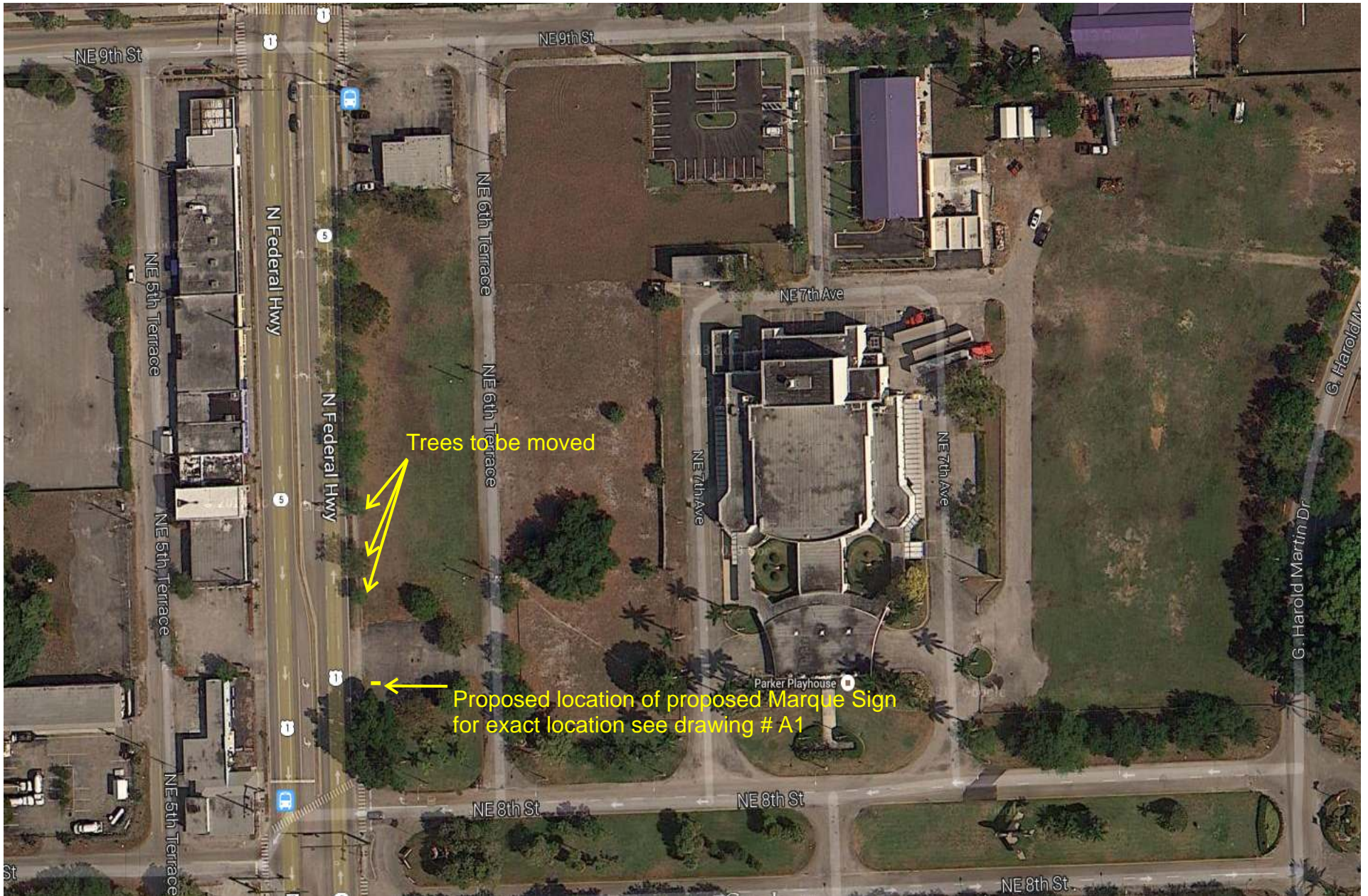


Scaled using 120' measurement from sidewalk to center of cone

Scaled using 28" cone height

War Memorial Auditorium / Parker Playhouse Marquee
ADDENDUM E

City of Ft. Lauderdale
LED Video Display
W1d-4a Elevation



War Memorial Auditorium / Parker Playhouse Marquee

ADDENDUM F

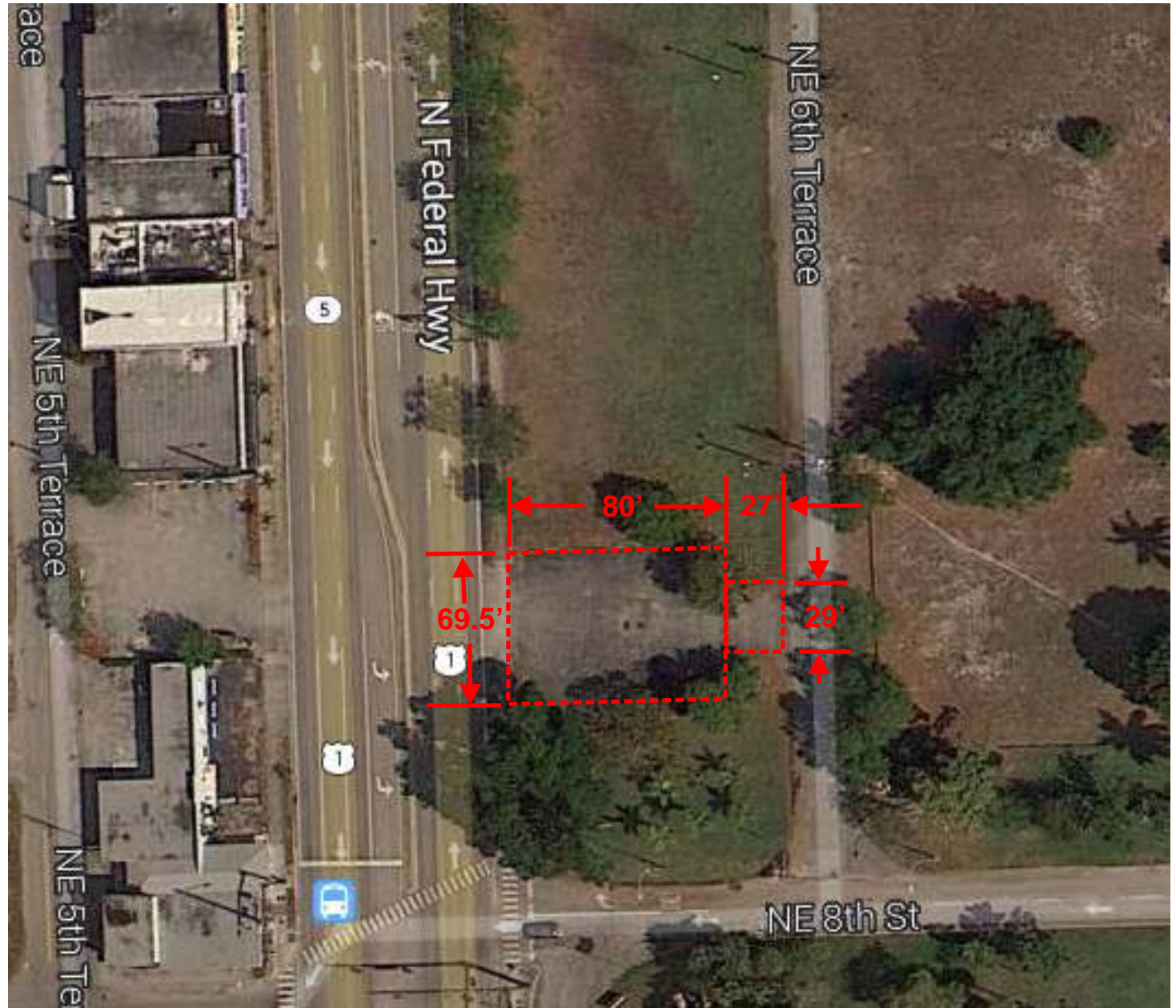
W1d-4b Aerial View
City of Ft. Lauderdale
LED Video Display

Preparation of Site
where LED Video
Screen will be installed

See area outlined in dotted
Red.

Scope of Work:

- 1) Remove approximately 6,316 square feet of asphalt.
- 2) Asphalt to be hauled away and properly disposed of.
- 3) Grade area level and fill in with top soil that will properly support the growth of grass.
- 4) Provide Sod except in the area where the new sign footer will be installed.
- 5) Installation of Fill Dirt, grading, and installation of SOD shall be done after the sign footer and sign have been installed.



War Memorial Auditorium / Parker Playhouse Marquee

ADDENDUM G

Display # 1 - NE Corner of
NE 8th St & N. Federal Highway



Front



Back

Cut support structure off at ground level. Remove and dispose of all sign materials.

War Memorial Auditorium / Parker Playhouse Marquee

ADDENDUM H

**City of Ft. Lauderdale
LED Video Display
Display # 1**

Display # 2 - SE Corner of
NE 8th St & N. Federal Highway



Front



Back

Cut support structure off at ground level. Remove and dispose of all sign materials.

War Memorial Auditorium / Parker Playhouse Marquee

ADDENDUM I

**City of Ft. Lauderdale
LED Video Display
Display # 2**

**EXHIBIT B
BUDGET**

**AGREEMENT BETWEEN CITY OF FORT LAUDERDALE AND PERFORMING
ARTS CENTER AUTHORITY FOR SIGN AT WAR MEMORIAL AND PARKER
PLAYHOUSE**

The budget for the implementation of the Project is as follows:

▪ Electronic sign, including construction and installation	\$150,000
▪ Consultant Fee	\$10,000
▪ Tree relocation, 2 trees	\$3,250
▪ Permits	\$1,000
▪ FPL/Comcast drops to site	\$2,000
▪ City trenching	\$2,000
▪ 5 year maintenance agreement	included
▪ ESTIMATED TOTAL	\$168,250*

*Actual Total will be split equally 50%/50% between PACA and the City as stated on Exhibit A

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