

## **FIRST AMENDMENT TO STADIUM SCOREBOARD CONTRACT**

**THE PARTIES TO THIS AGREEMENT** are the City of Daytona Beach, a Florida municipal corporation (the “CITY”), and Technomedia Solutions, LLC, a Florida limited liability company (“CONTRACTOR”).

In consideration of the mutual covenants herein contained, the Parties agree to amend the written contract dated on or about September 8, 2014, and approved by CITY Resolution No. 14-261, for the installation and maintenance of a Scoreboard System (hereinafter, the “Contract”), such amendment being effective on the date last signed below (the “Effective Date”):

**Section 1. Extension of Warranty/Maintenance Period; Option to Renew.** The Warranty/Maintenance period for labor and materials described Exhibit A to the Contract, consisting of the RFQ for Scoreboard Scoreboard/Displays/Control Room Project (the “Main RFQ”) and the RFQ for Stadium PA and Supplemental Audio (“PA/Audio RFQ”), is hereby extended to December 18, 2019. The CITY shall have the option to extend this Warranty/Maintenance period for an additional one-year period, ending on December 18, 2020, by providing CONTRACTOR written notice. The CITY must provide this notice no later than November 30, 2019, unless waived by CONTRACTOR.

The extended Warranty/Maintenance period will be extended for all components of the Scoreboard System as that term is used in the Contract, including the video signal processing equipment and other equipment installed in the control room, and the PA/Audio equipment.

**Section 2. Changes to Warranty Service.** In order to better implement CONTRACTOR’s warranty, and in consideration of CONTRACTOR’s agreement to extend such warranty as referenced above, the Parties agree to amend the specific warranty originally required Exhibit A to the Contract. Specifically, CONTRACTOR will provide the Warranty Services described in Attachment 1 to this First Amendment as the “Reset-Repair Service,” “Preventative Warranty Services,” and “Additional Warranty Services.”

The Parties agree that, upon CONTRACTOR’s timely completion of the Reset-Repair Service, the following warranty service obligations of CONTRACTOR will automatically cease, as the Preventative Maintenance Services referenced in Attachment 1 will be performed in lieu thereof: (i) the obligations referenced in Paragraphs 1.19.5. - 1.19.6. and 1.19.10. of the Main RFQ, relating to all components of the Scoreboard System other than the PA and audio components; and (ii) the obligations referenced in Paragraphs 1.19.5. - 1.19.6. of the PA/Audio RFQ, as to PA and audio components. The remaining Paragraphs referenced in the Main RFQ and PA/Audio RFQ, including those requiring responses to service calls within 20 hours of notification, will continue to apply.

**Section 3. Non-Warranty Services.** In addition to the Warranty Services referenced in Attachment 1 to this Amendment, CONTRACTOR may from time to time be requested to provide Non-Warranty Services as further described in Attachment 1 hereto.

**Section 4. Fees and Billing.** In consideration of the Extension of Warranty and CONTRACTOR's willingness to provide non-warranty services, the CITY will pay CONTRACTOR the following Fees:

A. *Annual Maintenance Fee.* The CITY will pay a Maintenance Fee of \$15,000 annually, no more than 30 days after CONTRACTOR invoices the CITY, subject to the following conditions:

1. For the initial year of the extension in warranty as referenced above, CONTRACTOR will be authorized to invoice the CITY only upon completion of the Reset-Repair services referenced above.

2. If the CITY opts to extend the warranty for an additional year as referenced above, CONTRACTOR will be authorized to invoice the CITY no earlier than December 18, 2018.

B. *Additional Fees and Costs.* The CITY will pay CONTRACTOR the following additional fees and costs:

1. *Hourly Rate for Non-Warranty Services.* For Non-Warranty Services as referenced in this Amendment, the CITY will pay CONTRACTOR at the rate of \$125.000/hour, billed in 3 hour increments.

2. *Shipping Costs for Repairs and Replacements.* The CITY will pay reasonable shipping costs for all repair or replacement materials required as part of a service or repair.

CONTRACTOR will bill the CITY no more frequently than monthly for these fees and costs no more frequently than monthly, the bill containing such detail as to allow the CITY to confirm the amount owed. CITY will pay CONTRACTOR within 30 days after receipt of an invoice complying with this Section 2.B.

No additional compensation will be due CONTRACTOR for the services set forth herein for any reason. CONTRACTOR will be responsible for all costs of services provided under this Agreement, except as specifically identified herein.

**Section 5. Standard of Performance; Warranty.** The standard of performance and warranty standard are set forth in the Contract; provided, however, that Section 3 of the Contract is amended to authorize CONTRACTOR to provide/install used Light Emitting Diode (LED) modules where needed to replace defective LED modules, so long as CONTRACTOR certifies that the used LED modules have been factory refurbished and tested in accordance with manufacturer specifications.

**Section 6. Amendment to Section 5(b) of Contract.** In order to comply with Florida's Public Records Law, Section 5(b) of the Contract is deleted in its entirety and replaced with the following:

(b) To the extent applicable, CONTRACTOR will comply with the requirements of Florida Statutes Section 119.0701, which include the following:

(1) Keeping and maintaining public records that the CITY requires for performance of the service provided herein.

(2) Upon the request of the City Clerk of the CITY, (i) providing the City Clerk with a copy of requested public records or (ii) allowing inspection or copying of the records, within a reasonable time after receipt of the City Clerk's request, at a cost that does not exceed the cost provided in Ch. 119, Florida Statutes, or as otherwise provided by law.

(3) Ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law until completion of this Agreement and following such completion if CONTRACTOR fails to transfer such records to the CITY if CONTRACTOR does not transfer such records to the CITY.

(4) Upon completion of this Agreement, keep and maintain public records required by the CITY to perform the service. CONTRACTOR will meet all applicable requirements for retaining public records. All records stored electronically must be provide to the CITY upon request from the City Clerk, in a format that is compatible with the CITY's information technology systems.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTRACTOR MUST CONTACT THE CITY CLERK, WHOSE CONTACT INFORMATION IS AS FOLLOWS:**

(Phone) 386 671-8023  
(Email) clerk@codb.us  
(Address) 301 S. Ridgewood Avenue  
Daytona Beach, FL 32114

All other provisions of the Contract not amended above will remain in full force and effect, except to the extent of conflict with the provisions of this First Amendment.

IN WITNESS WHEREOF, the Parties through their undersigned representatives have caused this First Amendment to be executed in duplicate original.

**CITY**

**CONTRACTOR**

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

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

James V. Chisholm, City Manager

R. Marshall Eudy  
VP, Legal & Business Operations

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Letitia LaMagna, City Clerk

Approved as to legal form:

By: \_\_\_\_\_  
Robert Jagger, City Attorney

## ATTACHMENT 1: SCOPE OF SERVICES

CONTRACTOR will provide the following services:

**I. WARRANTY SERVICES.** CONTRACTOR will provide Warranty Services consisting of Reset-Repair Services, Preventative Maintenance Services, and As-Needed Repair Services referenced below.

**A. Reset-Repair Service.** As of the Effective Date of the First Amendment, the Scoreboard System is not functioning in accordance with the warranty provided in Exhibit A to the Contract. The Repair-Reset Service will at a minimum include all of the services to be provided under I.B. below; provided, however, that CONTRACTOR will make such multiple site visits if required, and will take additional actions not identified in I.B. below if reasonably necessary to ensure that the Scoreboard System is fully operational, free of defects and deficiencies. CONTRACTOR acknowledges that Time is of the Essence as to the Reset-Repair Service, and will complete the Reset-Repair Service on or before December 13, 2017.

**B. Preventative Maintenance Service.** Commencing on or around the first week of March, 2018, and continuing approximately every 90 days thereafter, CONTRACTOR will perform on-site quarterly maintenance services, using sufficiently trained personnel. These services will be scheduled in advance with the CITY. During each quarterly Preventative Maintenance visit, CONTRACTOR will perform inspection and testing of the Scoreboard System, and provide replacements and repairs as necessary to ensure that the System is fully operational, and free of defects and deficiencies. CONTRACTOR's services will include the following:

- 1) Inspect video wall to identify defective display modules and replace defective display modules from customer owned stock as necessary.
- 2) Calibrate video wall for uniform color and brightness by adjusting the color and brightness characteristics of individual modules for consistency and appearance.
- 3) Manage power and signal cabling in the rear of the video wall for maximum functionality and operability; ensuring that electromagnetic interference imposed up signal cabling is minimized and that power and signal connectors are firmly connected for maximum continuity and signal throughput and for minimal electrical resistance. Implement weather resistance as much as possible and within manufacturer specifications/recommendations.
- 4) Verify connectivity and electrical characteristics of all individual video module power and signal connections (Molex type and ribbon cables). Implement weather resistance as much as possible and within manufacturer specifications/recommendations.
- 5) Inspect video display wall cabinets for excessive weathering, provide corrosion protection where necessary and within manufacturer specifications/recommendations.
- 6) Inspect all video display wall cabinet fans for proper operation and replace defective fans from customer owned stock as necessary.
- 7) Inspect, test, and update the software/firmware as necessary for main video display, rack mounted video display drivers, and the rack-mounted video signal processing

equipment, located in the 3rd floor video control room. Perform testing to verify the redundancy and failover functionality of the primary and secondary main video display drivers.

- 8) Check all video transmission lines connecting the video headend to the video display wall for interference and errant noise, especially copper conductors that connect the video display driver receive units to the video display wall.
- 9) Inspect, test, and update the software/firmware as necessary for the ad panel video display, rack mounted video display drivers located in the 3rd floor video control room.
- 10) Inspect, test, and update the software/firmware as necessary for the video display receivers located within the NEMA enclosures mounted on the video display structure.
- 11) Clean 3rd and 4th floor equipment racks, using solvents and methods appropriate for cleaning sensitive electronic equipment.
- 12) Clean/dust video wall using manufacturer approved methods and materials.
- 13) Anything else that is required to keep the system in an optimal state of operation.

**C. Additional Warranty Services.** Except as specifically provided in Section 2 of the First Amendment, CONTRACTOR's performance of the Preventative Maintenance Service is not intended and will not be deemed to limit the scope of the warranty set forth in Paragraph 1.19 of the Main RFQ and Paragraph 1.19 of the PA/Audio RFQ. Upon receipt of a CITY service call, notifying CONTRACTOR of a defect or deficiency in the Scoreboard System by CITY, CONTRACTOR will answer service calls within 8 hours and correct the problem within 24 hours. Such service call may be made via phone or email, as follows:

Via phone: (407)351-0909

Via email: [service@servicenetexp.com](mailto:service@servicenetexp.com)

If in responding to the service call CONTRACTOR reasonably determines that the required correction falls outside the warranty provided by the Contract, as amended by the First Amendment, CONTRACTOR will notify the CITY, as provided below.

**II. NON-WARRANTY SERVICES.** Prior to commencing a Non-Warranty Service, CONTRACTOR will give the CITY a written quote for the cost of such Service unless the CITY expressly waives this condition.