



Agenda Item # C - 16

**VILLAGE OF ROYAL PALM BEACH**

Agenda Item  
Summary

**AGENDA ITEM:**

**Approval and authorization for the Village Manager to execute the Third Addendum to Purchase Agreement for the provision of sports lighting equipment and services with Musco Sports Lighting, LLC for Royal Palm Beach Commons Park Driving Range and Vivian A. Ferrin Memorial Park Lighting. The cost for said lighting and equipment shall not exceed \$486,000.00 and funds will come from project PR1903.**

**ISSUE:**

Additional lighting and equipment is required at the Commons Park Driving Range and Vivian A. Ferrin Memorial Park. The project includes the materials of the Musco Sports Lighting, LLC (“Musco”) including the steel poles and energy-saving LED light fixtures.

The sports lighting equipment was competitively bid by Clay County, Florida and the Village piggybacked said contract by entering into the initial Purchase Agreement on February 20, 2020. The Village and Musco entered in the First Addendum to Purchase Agreement, on March 4, 2020 effective retroactively as of February 20, 2020. The Village and Musco entered into the Second Addendum to Purchase Agreement on July 16, 2020 for the purchase and delivery of additional sports lighting and 25 year maintenance / warranty plan for the Commons Park Lighting project.

The proposed Third Addendum is for the purchase and delivery of additional sports lighting equipment at the Commons Park Driving Range and Vivian A. Ferrin Memorial Park. Installation of said lighting will be under a separate agreement.

Funds to come from Project: PR1903, Account No. 302-7200-572.64-99

**RECOMMENDED ACTION:**

Staff recommends a motion to approve.

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Initiator:	Village Manager	Agenda Date:	Village Council
	Approval:		Action:
Village Engineer		8/17/2023	

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### THIRD ADDENDUM TO PURCHASE AGREEMENT

THIS THIRD ADDENDUM TO PURCHASE AGREEMENT (“Third Addendum”) is hereby entered into this \_\_\_\_ day of August, 2023, effective immediately, by and between the Village of Royal Palm Beach, a municipal corporation, (“Village”) having its principal office located at 1050 Royal Palm Beach Boulevard, Royal Palm Beach, Florida 33411; and Musco Sports Lighting, LLC, a foreign limited liability company having its principal address at 100 1<sup>st</sup> Avenue West, Oskaloosa, Iowa 52577 (“Musco”).

WHEREAS, the Village and Musco entered into a Purchase Agreement (“Agreement”) for the provision of sports lighting and equipment, approved February 20, 2020, piggybacking off Clay County Request for Proposal (“RFP”) No. 18/19-2, Various Equipment and Amenities for Parks and Playgrounds; and

WHEREAS, the Village and Musco entered in the First Addendum to Purchase Agreement, on March 4, 2020 effective retroactively as of February 20, 2020, to modify select terms of the Agreement; and

WHEREAS, the Village and Musco entered into the Second Addendum to Purchase Agreement on July 16, 2020 for the purchase and delivery of additional sports lighting and 25 year maintenance / warranty plan for the Commons Park Lighting project; and

WHEREAS, the Village and Musco agree to modify the Agreement to include the purchase of additional lighting for the Commons Park Driving Range and Vivian A. Ferrin Memorial Park as set forth below.

NOW, THEREFORE, and in consideration of mutual terms, conditions, promises, covenants and payments hereinafter set forth, the Village and Musco agree as follows:

Section 1: Section 11, Sentence 1 of the Agreement is hereby modified and hereinafter shall read as follows:

11. **TOTAL PRICE** – Buyer will pay for the above-described Equipment and, if applicable, Services the Total Price of \$486,000.00 (plus applicable taxes) which includes additional sports lighting and equipment as depicted on Exhibit “A”, due within 30 days from invoice date; with fifteen percent (15%) due at the time of issuance of the Notice To Proceed and the remaining eighty-five percent (85%) due 30 days upon receipt of the equipment.

Section 2: **REAFFIRMATION OF RIGHTS AND OBLIGATIONS** - The Village and Musco hereby reaffirm their rights and obligations under the Agreement as modified by this Third Addendum. In the event of a conflict or ambiguity between the Agreement and this

Third Addendum, the terms and provisions of this Third Addendum shall control. This Third Addendum shall be attached to the Agreement and shall become a part thereof. All other sections of the Agreement shall remain in full force and effect as set forth in the Agreement and there shall be no changes to the Agreement with the exception of those items specifically set forth in this Third Addendum.

IN WITNESS WHEREOF, the parties have executed this Third Addendum on the date set forth above.

WITNESSES:

**MUSCO SPORTS LIGHTING, LLC**

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

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

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

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

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

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

WITNESSES:

**VILLAGE OF ROYAL PALM BEACH**

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

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

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

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

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

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

# Purchase Agreement

Date: July 18, 2023

Project Name: Vivian A. Ferrin Memorial Park

Project #: 223144

<b>1. SELLER NAME AND ADDRESS:</b> Musco Sports Lighting, LLC ("Musco") 100 1 <sup>st</sup> Avenue West / PO Box 808 Oskaloosa, IA 52577 Attn: Jeff Annen Email: jeff.annen@musco.com Telephone: 641-673-0411 800-825-6020 ext. 4081	<b>2. BUYER NAME AND ADDRESS:</b> Village of Royal Palm Beach (The "Buyer") 1050 Royal Palm Beach Boulevard Royal Palm Beach, FL 33411 Telephone: 561-790-5124
<b>3. OWNER NAME AND ADDRESS:</b> Village of Royal Palm Beach 1050 Royal Palm Beach Boulevard Royal Palm Beach, FL 33411 Telephone: 561-790-5124	<b>4. SHIPPING NAME AND ADDRESS:</b> Ferrin Park 11921 Okeechobee Boulevard Royal Palm Beach, FL 33411 Attn: Adam DiSisto Email: adisisto@royalpalmbeach.com Telephone: 561-790-5163
<b>5. WARRANTY CONTACT:</b> Village of Royal Palm Beach 100 Sweet Bay Lane Royal Palm Beach, FL 33411 Attn: Lou Recchio Email: lrecchio@royalpalmbeach.com Telephone: 561-753-1228	<b>6. FACILITY NAME AND ADDRESS:</b> Ferrin Park 11921 Okeechobee Boulevard Royal Palm Beach, FL 33411

7. **EQUIPMENT DESCRIPTION** – Musco shall sell, transfer, and deliver to Buyer, and Buyer will purchase, accept, and pay for the following goods (The "Equipment") in accordance with the "Total Price" paragraph of this Agreement:

**SportsCluster® Lighting System with Controls and Monitoring:**

- 38 – Total Light Control™ TLC-LED-1200 factory-aimed and assembled luminaires
- 26 – Total Light Control™ TLC-LED-900 factory-aimed and assembled luminaires
- 15 – Total Light Control™ TLC-BT-575 BallTracker® factory-aimed and assembled luminaires
- Pole length factory assembled wire harnesses
- Factory wired and tested remote electrical component enclosures
- Disconnects
- Control-Link® control and monitoring system to provide remote on/off and dimming (high/medium/low) control and performance monitoring with 24/7 customer support

**Built to the following specifications:**

- →Driver input voltage: \_\_\_\_\_
- →Phase to pole: \_\_\_\_\_

8. **RESPONSIBILITIES OF THE BUYER AND/OR THIRD PARTY** – Buyer/Third Party agrees to:

- Confirm supply voltage required for lighting system.
- Confirm pole or luminaire locations.
- Provide electrical design and materials for electrical distribution system.
- Provide labor and equipment for installation of electrical distribution system.
- Provide labor and equipment for installation of the lighting equipment.

9. **MUSCO CONTROL-LINK® CONTROL SYSTEM** – Musco agrees to provide design and layout for the control system. In addition to the Equipment, Musco agrees to provide the following:  
Control-Link Central™ customer support services: commission the system; monitor and report system alarms; provide automated facility management reports; provide on-off schedules via Control-Link Central™ app or website, email, phone call or fax; and provide technical support 24 hours a day, seven days a week.

10. **MUSCO SERVICES** – Musco agrees to provide, itself or through its subcontractors, design, layout, testing and commissioning for the Equipment and the following (collectively, The "Services"):  
No additional Services.



# Purchase Agreement

Date: July 18, 2023

Project Name: Vivian A. Ferrin Memorial Park

Project #: 223144

- 11. CONSTANT 10™ WARRANTY & MAINTENANCE PROGRAM (The “Warranty”)** – Musco shall provide parts, labor, and services as outlined in the Musco Constant 10 Warranty Agreement to maintain operation of lighting equipment for a period of 10 years on the following terms:
- Warranty service begins on the date of product shipment
  - Expiration date is 10 years from date of shipment
  - Monitoring, maintenance & control services
  - Light levels are as specified in Musco design documents
  - Spill light control are as specified in Musco design documents
  - Energy consumption is as specified in Musco design documents

- 12. TOTAL PRICE** – Buyer will pay for the above-described Equipment and, if applicable, Services. The Total Price of \$330,000.00 (plus applicable taxes) is payable as follows:
- \$330,000.00 within 30 days from invoice date

A copy of the payment and performance bond (if applicable) is required prior to shipment.

Monthly progress invoicing and payments will apply.

Final payment shall not be withheld by Buyer on account of delays beyond the control of Musco.

Price includes delivery to the address indicated in item #4 of this Agreement. Price does not include sales tax, unloading or installation.

Payments not paid when due are subject to a carrying charge for each month past due or will be pro-rated for the portion of the month there is an unpaid balance. Carrying charges shall accrue in the amount of one and one half percent (1½%) per month of any overdue unpaid balance, or the maximum rate permitted by law, whichever is less.

Source of Funds: Buyer agrees that Buyer’s payment to Musco is not contingent upon Buyer getting paid by the Owner/End User.

Buyer may not hold back or set off any amounts owed to Musco in satisfaction of any claims asserted by Buyer against Musco. No partial payment by Buyer shall constitute satisfaction of the entire outstanding balance of any invoice of Musco, notwithstanding any notation or statement accompanying that payment.

The Total Price was calculated utilizing parameters outlined in the project specifications. In the event soil conditions vary from those relied upon, or if the soil cannot be readily excavated, Buyer shall be responsible for Musco’s additional associated costs, including but not limited to the cost of design, alternate foundations, additional materials, and labor.

- 13. TAXES** – Buyer shall pay all applicable state and local sales taxes, use or any similar tax invoiced appropriately by Musco.

Taxable       Non-Taxable      (Copy of resale or exemption certificate must be attached. Note: Just holding a sales tax permit does not, in and of itself, qualify for a non-taxable sale.)

- 14. PAYMENT/PERFORMANCE BONDING** – Is there a bond on this project?     Yes     No

- 15. DELIVERY** – Normal delivery to the shipping address indicated above is 8 to 10 weeks after submittal approval or release of order, if later. If the Equipment is shipped in multiple lots, Musco shall prepare a separate invoice for the price of the Equipment shipped at the time of each shipment. Buyer shall pay the amount of each such invoice upon the same terms as set out in the “Total Price” paragraph of this Agreement.

All deliveries shall be made by means of a common carrier or some other reasonable means chosen by Musco. All risk of loss to Equipment sold shall pass to Buyer upon delivery by Musco of such Equipment to the shipping location indicated above.

Delivery is subject to Buyer maintaining credit satisfactory to Musco. Musco may suspend or delay performance or delivery at any time pending receipt of assurances, including full or partial prepayment or payment of any outstanding amounts owed adequate to Musco in its discretion, of Buyer’s ability to pay. Failure to provide such assurances shall entitle Musco to cancel this contract without further liability or obligation to Buyer.



# Purchase Agreement

Date: July 18, 2023

Project Name: Vivian A. Ferrin Memorial Park

Project #: 223144

- 16. NO RETAINAGE/WARRANTY** – Buyer acknowledges payment in full is required within the agreed terms. Warranty claims and back charges shall not be deducted from contract payments without prior approval of Musco's Warranty Department (877-347-3319). Musco's Equipment and its performance are sold subject to Musco's written warranty. The Warranty provided by Musco shall be in lieu of all other representations, warranties and conditions of any kind, in respect of the Equipment or the Services and Musco disclaims any other representation, warranty or condition whatsoever, whether written or oral, express or implied, statutory or otherwise, including, but not limited to, the implied warranties and conditions of merchantability and fitness for a particular purpose. Buyer acknowledges that any warranty and/or maintenance guarantee contained within payment/performance bonds issued on Musco's behalf pursuant to this Agreement and the corresponding liability on behalf of the issuing surety shall apply only to the first 12 months of any warranty and/or maintenance obligation of Musco specified in the written Warranty to be delivered to Buyer. The balance of any warranty and/or maintenance obligation greater than 12 months shall be the sole responsibility of Musco and shall not be guaranteed by a third party.
- 17. EXCLUSION OF SPECIAL DAMAGES** – In no event shall Musco be liable for incidental, special or consequential damages, including without limitation lost revenues and profits, in respect of this Agreement or the Equipment and, if applicable, Services provided hereunder.
- 18. LIMITATIONS PERIOD** – Unless otherwise specified in the Warranty to be delivered to Buyer, any action or proceeding against Musco arising out of or relating to the Equipment or Services will be forever barred unless commenced within the earlier of: (a) one (1) year after delivery of the Equipment or if applicable, completion of the Services; or (b) the period prescribed by the applicable statute of limitation or repose.
- 19. SECURITY AGREEMENT** – In consideration of the promises contained herein, Buyer hereby grants and conveys to Musco, to secure payment and performance of all obligations in full, a purchase money security interest in the Equipment, including all repairs, replacements and accessions thereto and proceeds thereof (collectively referred to as the "Secured Property"). Buyer hereby irrevocably authorizes Musco at any time to register in any registration office in any province (including personal property registries and if applicable, land titles or real property registries) any initial financing statements, financing change statements, notices of security interest or other documents relating to this security interest or this transaction. Buyer further agrees to promptly furnish any information requested by Musco to effectuate the terms of this Agreement. Buyer further agrees to execute any document reasonably required by Musco to perfect the security interest granted herein and to assure the preservation, priority, and enforcement of such security interest. Buyer agrees that value has been given for this security interest and that the parties have not agreed to postpone the time for attachment of the security interest.
- 20. INSURANCE** – From and after delivery, regardless of the pending performance of the Services, until such time as Buyer has performed in full all obligations contained herein, Buyer shall maintain adequate insurance covering the Equipment in accordance with generally accepted business practices. Buyer shall name Musco as loss payee until such time as Buyer has performed in full all obligations contained herein.
- 21. DEFAULT** – Each of the following shall constitute a default ("Default") under this Agreement: a) failure to pay, in full, any payment when due hereunder; b) Buyer becomes the subject of a bankruptcy, receivership or insolvency proceeding; c) any warranty, representation or statement made or furnished to Musco by or on behalf of the Buyer proved to have been false in any material respect when made or furnished; d) loss, theft, damage, destruction or encumbrance to, or of, the Secured Property or the making of any levee, seizure or attachment thereof or thereon prior to payment in full; or e) the occurrence or non-occurrence of any event or events which causes Musco, in good faith, to deem itself insecure for any reason whatsoever.
- 22. REMEDIES UPON DEFAULT** – In the event of Default, Musco may, at its option, and without notice or demand: a) declare the entire unpaid balance owing hereunder due and payable at once; b) proceed to recover judgment for the entire unpaid balance due; c) exercise all rights provided to Musco under this Agreement, any applicable personal property security act (or similar legislation), at law or in equity including but not limited to entering the Buyer's premises and taking possession of the Secured Property. All the remedies described herein are cumulative and may be exercised in any order by Musco. Buyer agrees to pay all costs (including reasonable attorney's fees and court costs) incurred by Musco in disposing of the Secured Property and collecting any amounts owing hereunder, and such costs shall be part of the obligations secured hereunder.

# Purchase Agreement

Date: July 18, 2023

Project Name: Vivian A. Ferrin Memorial Park

Project #: 223144

**23. FORCE MAJEURE** – Musco shall not be liable for delays or failure to perform in respect of the Equipment or the Services due, directly or indirectly, to (i) causes beyond Musco's reasonable control, or (ii) acts of God or nature, acts (including failure to act) of any governmental authority, wars (declared or undeclared), strikes or other labor disputes, fires, and natural calamities (such as floods, earthquakes, storms, epidemics).

**24. EEO COMPLIANCE** – When applicable, Musco and Subcontractor shall comply with the EEO Clause in Section 202 of Executive Order 11246, as amended, which is incorporated herein by specific reference.

When applicable, Musco and Subcontractor shall abide by the requirements of 41 CFR 60-741.5(a) and 41 CFR 60-300.5(a). These regulations prohibit discrimination against qualified individuals on the basis of disability and against qualified protected veterans, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities and qualified protected veterans.

**25. CONDITIONS OF AGREEMENT**

- a. **APPLICABLE LAW** – This Agreement shall be governed by the laws, including the Uniform Commercial Code, adopted in the State of Iowa as effective and in force on the date of this Agreement.
- b. **EXPENSES/REMEDIES** – Buyer shall pay to Musco the reasonable expenses, including court costs, legal and administrative expenses, and reasonable legal fees (on a solicitor and client basis), paid or incurred by Musco in endeavoring to collect amounts due from Buyer to Musco. It is further understood that if Buyer does not make a payment as due, Musco has the right to forward appropriate notices or claims on jobs with owners, bonding companies, general contractors, or the like, as deemed appropriate by Musco.
- c. **ENTIRE AGREEMENT** – This Agreement, the written Warranty to be delivered to Buyer, and any invoice issued by Musco pursuant to this Agreement constitute the entire agreement between the parties and supersede all prior statements of any kind made by the parties or their representatives. No representative or employee of Musco has any authority to bind Musco to any term, representation, or warranty other than those specifically included in this written Agreement or the written Warranty to be delivered to Buyer in connection with this Agreement. This Agreement may not be amended or supplemented except by written agreement executed by Musco and Buyer.
- d. **ACCEPTANCE** – This Agreement is subject to the approval of Musco's Credit Department and the written acceptance of this Order by Musco.

**VILLAGE OF ROYAL PALM BEACH**

**MUSCO SPORTS LIGHTING, LLC**

Acceptance

Acceptance

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Name and Title*

\_\_\_\_\_  
*Name and Title*

*Please remember to return all pages of this agreement.*



# Purchase Agreement

Date: July 18, 2023

Project Name: Commons Park Driving Range

Project #: 223142

<p><b>1. SELLER NAME AND ADDRESS:</b>  Musco Sports Lighting, LLC ("Musco")  100 1<sup>st</sup> Avenue West / PO Box 808  Oskaloosa, IA 52577  Attn: Jeff Annen  Email: jeff.annen@musco.com  Telephone: 641-673-0411  800-825-6020 ext. 4081</p>	<p><b>2. BUYER NAME AND ADDRESS:</b>  Village of Royal Palm Beach (The "Buyer")  1050 Royal Palm Beach Boulevard  Royal Palm Beach, FL 33411  Telephone: 561-790-5124</p>
<p><b>3. OWNER NAME AND ADDRESS:</b>  Village of Royal Palm Beach  1050 Royal Palm Beach Boulevard  Royal Palm Beach, FL 33411  Telephone: 561-790-5124</p>	<p><b>4. SHIPPING NAME AND ADDRESS:</b>  Commons Park Driving Range  11600 Poinciana Boulevard  Royal Palm Beach, FL 33411  Attn: Adam DiSisto  Email: adisisto@royalpalmbeach.com  Telephone: 561-790-5163</p>
<p><b>5. WARRANTY CONTACT:</b>  Village of Royal Palm Beach  100 Sweet Bay Lane  Royal Palm Beach, FL 33411  Attn: Lou Recchio  Email: lrecchio@royalpalmbeach.com  Telephone: 561-753-1228</p>	<p><b>6. FACILITY NAME AND ADDRESS:</b>  Commons Park Driving Range  11600 Poinciana Boulevard  Royal Palm Beach, FL 33411</p>

**7. EQUIPMENT DESCRIPTION** – Musco shall sell, transfer, and deliver to Buyer, and Buyer will purchase, accept, and pay for the following goods (The "Equipment") in accordance with the "Total Price" paragraph of this Agreement:

**Light-Structure System™ and SportsCluster® Lighting System with Controls and Monitoring:**

- 1 – Pre-cast concrete base with integrated lightning grounding
- 1 – 50 ft. galvanized steel pole
- 20 – Total Light Control™ TLC-LED-1200 factory-aimed and assembled luminaires
- 9 – Total Light Control™ TLC-LED-550 factory-aimed and assembled luminaires
- 4 – Total Light Control™ TLC-BT-575 BallTracker® factory-aimed and assembled luminaires
- Pole length factory assembled wire harnesses
- Factory wired and tested remote electrical component enclosures
- Disconnects
- Control-Link® control and monitoring system to provide remote on/off and dimming (high/medium/low) control and performance monitoring with 24/7 customer support

**Built to the following specifications:**

- →Driver input voltage: \_\_\_\_\_
- →Phase to pole: \_\_\_\_\_
- Structural integrity is based upon FBC 2020, 170 mph, exposure C

**8. RESPONSIBILITIES OF THE BUYER AND/OR THIRD PARTY** – Buyer/Third Party agrees to:

- Confirm supply voltage required for lighting system.
- Confirm pole or luminaire locations.
- Provide electrical design and materials for electrical distribution system.
- Provide labor and equipment for installation of electrical distribution system.
- Provide labor and equipment for installation of the lighting equipment.

**9. MUSCO CONTROL-LINK® CONTROL SYSTEM** – Musco agrees to provide design and layout for the control system. In addition to the Equipment, Musco agrees to provide the following:

Control-Link Central™ customer support services: commission the system; monitor and report system alarms; provide automated facility management reports; provide on-off schedules via Control-Link Central™ app or website, email, phone call or fax; and provide technical support 24 hours a day, seven days a week.





# Purchase Agreement

Date: July 18, 2023

Project Name: Commons Park Driving Range

Project #: 223142

**10. MUSCO SERVICES** – Musco agrees to provide, itself or through its subcontractors, design, layout, testing and commissioning for the Equipment and the following (collectively, The "Services"):  
No additional Services.

**11. CONSTANT 10™ WARRANTY & MAINTENANCE PROGRAM (The "Warranty")** – Musco shall provide parts, labor, and services as outlined in the Musco Constant 10 Warranty Agreement to maintain operation of lighting equipment for a period of 10 years on the following terms:

- Warranty service begins on the date of product shipment
- Expiration date is 10 years from date of shipment
- Monitoring, maintenance & control services
- Light levels are as specified in Musco design documents
- Spill light control are as specified in Musco design documents
- Energy consumption is as specified in Musco design documents

**12. TOTAL PRICE** – Buyer will pay for the above-described Equipment and, if applicable, Services. The Total Price of \$156,000.00 (plus applicable taxes) is payable as follows:

- \$156,000.00 within 30 days from invoice date

A copy of the payment and performance bond (if applicable) is required prior to shipment.

Monthly progress invoicing and payments will apply.

Final payment shall not be withheld by Buyer on account of delays beyond the control of Musco.

Price includes delivery to the address indicated in item #4 of this Agreement. Price does not include sales tax, unloading or installation.

Payments not paid when due are subject to a carrying charge for each month past due or will be pro-rated for the portion of the month there is an unpaid balance. Carrying charges shall accrue in the amount of one and one half percent (1½%) per month of any overdue unpaid balance, or the maximum rate permitted by law, whichever is less.

Source of Funds: Buyer agrees that Buyer's payment to Musco is not contingent upon Buyer getting paid by the Owner/End User.

Buyer may not hold back or set off any amounts owed to Musco in satisfaction of any claims asserted by Buyer against Musco. No partial payment by Buyer shall constitute satisfaction of the entire outstanding balance of any invoice of Musco, notwithstanding any notation or statement accompanying that payment.

The Total Price was calculated utilizing parameters outlined in the project specifications. In the event soil conditions vary from those relied upon, or if the soil cannot be readily excavated, Buyer shall be responsible for Musco's additional associated costs, including but not limited to the cost of design, alternate foundations, additional materials, and labor.

**13. TAXES** – Buyer shall pay all applicable state and local sales taxes, use or any similar tax invoiced appropriately by Musco.

- Taxable       Non-Taxable      (Copy of resale or exemption certificate must be attached. Note: Just holding a sales tax permit does not, in and of itself, qualify for a non-taxable sale.)

**14. PAYMENT/PERFORMANCE BONDING** – Is there a bond on this project?     Yes     No

**15. DELIVERY** – Normal delivery to the shipping address indicated above is 8 to 10 weeks after submittal approval or release of order, if later. If the Equipment is shipped in multiple lots, Musco shall prepare a separate invoice for the price of the Equipment shipped at the time of each shipment. Buyer shall pay the amount of each such invoice upon the same terms as set out in the "Total Price" paragraph of this Agreement.

All deliveries shall be made by means of a common carrier or some other reasonable means chosen by Musco. All risk of loss to Equipment sold shall pass to Buyer upon delivery by Musco of such Equipment to the shipping location indicated above.

Delivery is subject to Buyer maintaining credit satisfactory to Musco. Musco may suspend or delay performance or delivery at any time pending receipt of assurances, including full or partial prepayment or payment of any outstanding amounts owed adequate to Musco in its discretion, of Buyer's ability to pay.



# Purchase Agreement

Date: July 18, 2023

Project Name: Commons Park Driving Range

Project #: 223142

Failure to provide such assurances shall entitle Musco to cancel this contract without further liability or obligation to Buyer.

- 16. NO RETAINAGE/WARRANTY** – Buyer acknowledges payment in full is required within the agreed terms. Warranty claims and back charges shall not be deducted from contract payments without prior approval of Musco's Warranty Department (877-347-3319). Musco's Equipment and its performance are sold subject to Musco's written warranty. The Warranty provided by Musco shall be in lieu of all other representations, warranties and conditions of any kind, in respect of the Equipment or the Services and Musco disclaims any other representation, warranty or condition whatsoever, whether written or oral, express or implied, statutory or otherwise, including, but not limited to, the implied warranties and conditions of merchantability and fitness for a particular purpose.

Buyer acknowledges that any warranty and/or maintenance guarantee contained within payment/performance bonds issued on Musco's behalf pursuant to this Agreement and the corresponding liability on behalf of the issuing surety shall apply only to the first 12 months of any warranty and/or maintenance obligation of Musco specified in the written Warranty to be delivered to Buyer. The balance of any warranty and/or maintenance obligation greater than 12 months shall be the sole responsibility of Musco and shall not be guaranteed by a third party.

- 17. EXCLUSION OF SPECIAL DAMAGES** – In no event shall Musco be liable for incidental, special or consequential damages, including without limitation lost revenues and profits, in respect of this Agreement or the Equipment and, if applicable, Services provided hereunder.
- 18. LIMITATIONS PERIOD** – Unless otherwise specified in the Warranty to be delivered to Buyer, any action or proceeding against Musco arising out of or relating to the Equipment or Services will be forever barred unless commenced within the earlier of: (a) one (1) year after delivery of the Equipment or if applicable, completion of the Services; or (b) the period prescribed by the applicable statute of limitation or repose.
- 19. SECURITY AGREEMENT** – In consideration of the promises contained herein, Buyer hereby grants and conveys to Musco, to secure payment and performance of all obligations in full, a purchase money security interest in the Equipment, including all repairs, replacements and accessions thereto and proceeds thereof (collectively referred to as the "Secured Property"). Buyer hereby irrevocably authorizes Musco at any time to register in any registration office in any province (including personal property registries and if applicable, land titles or real property registries) any initial financing statements, financing change statements, notices of security interest or other documents relating to this security interest or this transaction. Buyer further agrees to promptly furnish any information requested by Musco to effectuate the terms of this Agreement. Buyer further agrees to execute any document reasonably required by Musco to perfect the security interest granted herein and to assure the preservation, priority, and enforcement of such security interest. Buyer agrees that value has been given for this security interest and that the parties have not agreed to postpone the time for attachment of the security interest.
- 20. INSURANCE** – From and after delivery, regardless of the pending performance of the Services, until such time as Buyer has performed in full all obligations contained herein, Buyer shall maintain adequate insurance covering the Equipment in accordance with generally accepted business practices. Buyer shall name Musco as loss payee until such time as Buyer has performed in full all obligations contained herein.
- 21. DEFAULT** – Each of the following shall constitute a default ("Default") under this Agreement: a) failure to pay, in full, any payment when due hereunder; b) Buyer becomes the subject of a bankruptcy, receivership or insolvency proceeding; c) any warranty, representation or statement made or furnished to Musco by or on behalf of the Buyer proved to have been false in any material respect when made or furnished; d) loss, theft, damage, destruction or encumbrance to, or of, the Secured Property or the making of any levee, seizure or attachment thereof or thereon prior to payment in full; or e) the occurrence or non-occurrence of any event or events which causes Musco, in good faith, to deem itself insecure for any reason whatsoever.
- 22. REMEDIES UPON DEFAULT** – In the event of Default, Musco may, at its option, and without notice or demand: a) declare the entire unpaid balance owing hereunder due and payable at once; b) proceed to recover judgment for the entire unpaid balance due; c) exercise all rights provided to Musco under this Agreement, any applicable personal property security act (or similar legislation), at law or in equity including but not limited to entering the Buyer's premises and taking possession of the Secured Property.

# Purchase Agreement

Date: July 18, 2023

Project Name: Commons Park Driving Range

Project #: 223142

All the remedies described herein are cumulative and may be exercised in any order by Musco. Buyer agrees to pay all costs (including reasonable attorney's fees and court costs) incurred by Musco in disposing of the Secured Property and collecting any amounts owing hereunder, and such costs shall be part of the obligations secured hereunder.

**23. FORCE MAJEURE** – Musco shall not be liable for delays or failure to perform in respect of the Equipment or the Services due, directly or indirectly, to (i) causes beyond Musco's reasonable control, or (ii) acts of God or nature, acts (including failure to act) of any governmental authority, wars (declared or undeclared), strikes or other labor disputes, fires, and natural calamities (such as floods, earthquakes, storms, epidemics).

**24. EEO COMPLIANCE** – When applicable, Musco and Subcontractor shall comply with the EEO Clause in Section 202 of Executive Order 11246, as amended, which is incorporated herein by specific reference.

**When applicable, Musco and Subcontractor shall abide by the requirements of 41 CFR 60-741.5(a) and 41 CFR 60-300.5(a). These regulations prohibit discrimination against qualified individuals on the basis of disability and against qualified protected veterans, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities and qualified protected veterans.**

**25. CONDITIONS OF AGREEMENT**

**a. APPLICABLE LAW** – This Agreement shall be governed by the laws, including the Uniform Commercial Code, adopted in the State of Iowa as effective and in force on the date of this Agreement.

**b. EXPENSES/REMEDIES** – Buyer shall pay to Musco the reasonable expenses, including court costs, legal and administrative expenses, and reasonable legal fees (on a solicitor and client basis), paid or incurred by Musco in endeavoring to collect amounts due from Buyer to Musco. It is further understood that if Buyer does not make a payment as due, Musco has the right to forward appropriate notices or claims on jobs with owners, bonding companies, general contractors, or the like, as deemed appropriate by Musco.

**c. ENTIRE AGREEMENT** – This Agreement, the written Warranty to be delivered to Buyer, and any invoice issued by Musco pursuant to this Agreement constitute the entire agreement between the parties and supersede all prior statements of any kind made by the parties or their representatives. No representative or employee of Musco has any authority to bind Musco to any term, representation, or warranty other than those specifically included in this written Agreement or the written Warranty to be delivered to Buyer in connection with this Agreement. This Agreement may not be amended or supplemented except by written agreement executed by Musco and Buyer.

**d. ACCEPTANCE** – This Agreement is subject to the approval of Musco's Credit Department and the written acceptance of this Order by Musco.

**VILLAGE OF ROYAL PALM BEACH**

**MUSCO SPORTS LIGHTING, LLC**

Acceptance

Acceptance

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Name and Title*

\_\_\_\_\_  
*Name and Title*

*Please remember to return all pages of this agreement.*



# Exhibit A

Clay County / Musco Documents

**RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS – SCOPE OF SERVICES**  
**(Provided by Parks and Recreation Department)**

**SCOPE:**

The purpose of this bid invitation:

1. Establish a firm, fixed percentage discount from manufacturer's and/or bidder's current catalog/supply/product information price list for the purchase of various equipment and amenities for parks and playgrounds as requested by the Clay County Division of Parks and Recreation. The County reserves the right to award to multiple bidders.
2. Establish a firm, fixed percentage of manufacturer's and/or bidder's current catalog/supply/product information price list, after applying the above requested discount for purchase, for the installation of various equipment and amenities. It is understood that bidder's current catalog/supply/product information price list are subject to change; however, percentages shall remain fixed. No extra charges or compensation will be allowed for installation above and beyond what has already been presented in your bid. If the bidder offers specialized catalogs, the catalogs must be submitted separately from any other catalog offered by the bidder.
3. This bid is also a means for qualifying vendors for ball park lighting services. Qualifying vendors will be requested to provide pricing on a project by project basis as defined in the method of ordering section of this bid utilizing prices provided in bid response. The qualified vendor(s) providing the lowest responsive quote will be awarded the project.
4. There is no guarantee any purchases will be made after award. Purchase orders will be issued subject to availability of funds.

**RESPONSIBILITY:**

Bidder shall be responsible for all labor, materials, equipment, supervision, off-loading, storage, and installation, of various equipment and amenities for parks and playground equipment or amenities ordered, unless otherwise specified by the County. The County may elect, in certain circumstances, to purchase only materials and have those materials installed by others (e.g., volunteers, County staff). These items will be shipped to a designated location and off-loaded by the bidder or bidder's representative.

**QUALIFICATION OF INSTALLERS:**

If a bidder utilizes a sub-contracted installer for any park or playground equipment, a list of sub-contracted installers must be included with their bid. Additionally, the bidder must supply WRITTEN FACTORY/MANUFACTURER CERTIFICATION that its installer, or its sub-contracted installer, is an authorized installer, certified to install various equipment and amenities for parks and playground equipment as required by each manufacturer.

**CATALOGS AND MANUFACTURER SUGGESTED RETAIL PRICE (MSRP) LISTS:**

Each bidder shall submit with this bid, at no charge, two (2) sets of each current catalog/supply/product information price list as well as current MSRP list for each catalog

submitted. All catalogs and/or MSRP lists shall clearly identify bidder's name, address and telephone number.

The vendor shall supply at no charge, two (2) sets of each then current catalog/supply/product information price list as well as current MSRP list for each catalog submitted upon price changes. At renewal time Vendor may request that new manufacturers be added. County reserves the right to approve or deny this request.

**COMPLIANCE WITH LAWS AND CODES:**

Bidders must strictly comply with Federal, State and local building and safety codes. Equipment must meet all State and Federal safety regulations. The following publications (issue in effect on date of invitation to bid) shall form a part of this specification:

A. American Society for Testing and Materials (ASTM):

ASTM-F1487 Standards – Methods of testing Playground Equipment for Public Use.

ASTM-F1292 Standards - Method for testing various surfacing materials to determine their “critical height” (the fall height below which a life threatening head injury would not be expected to occur)

Copies may be obtained from the - American Society for Testing and Materials  
100 Barr Harbor Drive  
West Conshohocken, PA 19428

B. Consumer Product Safety Commission (CPSC) – printed Handbook for Public Playground Safety.

Copies may be obtained from the - US Consumer Product Safety Commission  
4330 East West Highway  
Bethesda, MD 20814  
(301) 504-7923

C. National Playground Safety Institute (NPSI) – identification of 12 leading causes of injuries on playgrounds.

Copies may be obtained from the - National Recreation and Park Association  
22377 Belmont Ridge Road  
Ashburn, VA 20148-4150  
(703) 858-0784

D. Americans with Disabilities Act (ADA) Regulations for Title III, Appendix A, Standards for Accessible Design, issued by the Department of Justice.

Copies may be obtained by calling: (800) 514-0301

Bidders certify that all products (materials, equipment, processes, age appropriate signage, or other items supplied in response to this bid) contained in its bid meet all Federal and State requirements, **Upon completion of installation of play equipment and/or playground surfacing, bidder shall furnish to the County a certificate so stating the equipment /surfacing and its installation meet all Federal and State requirements as outlined in the above publications.**

Bidders further certify that if the product(s) delivered and/or installed are subsequently found to be deficient in any of the aforementioned requirements in effect on date of delivery, all costs necessary to bring the product(s) and installation into compliance shall be borne by the bidder.

**INVOICING:**

Invoices may be issued once equipment, materials, and supplies are delivered and/or installed to the county's satisfaction. At a minimum, invoices must include: Purchase Order Number, Item Number and Description, Date of Shipment, Quantity Ordered, Unit Price, Unit of Measure, and a total for all purchases. Standard payment terms are Net 45 days per the Local Government Prompt Payment Act.

**TERMS OF CONTRACT:**

The term of bid award for various equipment and amenities for parks and playgrounds will be three (3) years, with two (2) one (1) year renewal options. Discounts from this solicitation shall prevail for the full duration of the contract and including subsequent extensions. County reserves the right to use other available bids or contracts when in the best interest of the County.

**METHOD OF ORDERING:**

The County may generate a Request for Quotation, on an "as needed" basis, for park and playground equipment and/or ball field lighting together with a request for additional services required to complete that project (see attached Quote sample sheet). The County reserves the right to send such Request for Quotation to any or all awarded bidders. The Request for Quotation can define the project exactly or the Request for Quotation can describe a desired end result, allowing the bidder to design the park or playground site.

After generating a Request for Quotation for a project, and before bidder's submission of its quotation in response to the Request for Quotation, the County may require requested bidder (s) to attend a site visit with County personnel to familiarize the bidder(s) with the site and determine additional services that may be required to complete the project. Bidders will be responsible for the accuracy of all fixed measurements.

The bidder's quotation in response to the Request for Quotation must contain each of the following:

- A detailed breakdown of the cost for the entire project. Descriptions of additional services related to the project, together with their price, shall also be listed.
- Include Catalog Name, Number and associated discount. When quoting projects where freight would be charged, those costs must be included in quote so freight charges can appear on the purchase order. Freight charges for equipment must be pre-paid and added to the invoice.
- Names of any and all subcontractors on the project. It is understood the bidder remains responsible for project completion and acceptance by the County. The County reserves the right to reject any quotation in response to a Request for Quotation if said quotation names a subcontractor who has, in the sole opinion of the County, previously failed in the proper performance of an award or failed to deliver on time contracts of a similar nature, or who is not in a position to perform properly under this award.
- Project Completion Date.
- Include an updated catalog, if needed and updated MSRP lists for the park and play equipment specifically quoted.

The County will generate purchase orders as a result of approved “Request for Quotations” submitted, at the sole discretion of the County. The County reserves the right to not award to any, or to use other available bids or contracts when in the best interest of the County.

**PROMOTIONAL PRICING:**

During the contract period, bidders shall extend any pricing offered on a “promotional” basis from the manufacturer to the county. It will be the bidder’s responsibility to monitor said items and report any that are or will be offered at lower prices.

**SUPERVISION:**

A bidder’s job supervisor/representative shall be on the work site at all times and be thoroughly knowledgeable of the materials, job requirements, plans, specifications and installation functions. Contractors shall be responsible for the appearance of all working personnel assigned to the project (clean and appropriately dressed at all times).

**JOB COMPLETION:**

Bidder/installer shall be responsible for all materials received and signed for from date of order to completion of job installation.

Bidder/installer shall be responsible for cleanup and removal of all debris resulting in job completion.

Bidder/installer shall be responsible for restoring the work site to its original condition at the completion of the project. This shall include re-sodding of the area affected by their work with sod which is of the same variety and quality as the surrounding sod. Where no sod exists prior to installation, the contractor shall restore grade to a level consistent with the surrounding grade.



### **RESPONSIBILITY FOR DAMAGES AND PRESERVATION OF PROPERTY:**

The bidder shall use due care to avoid damaging all property associated with, adjacent to, or in any way affected by the work being performed. The bidder shall be responsible for the protection of all buildings, structures, and utilities that are underground, above ground, or on the surface from their operations that may be hazardous and/or damaging to said facilities. Bidder shall leave work site in a neat and orderly fashion at the end of each work day. Any damage occurring to such items by bidder shall be immediately repaired or replaced to a condition at least equal to that which existed prior to the damage. All costs incurred for repair or replacement shall be borne by the successful bidder. Any damages not repaired or replaced by the bidder within ten (10) calendar days from notification will be fixed by the County or its contractor and the cost shall be paid by the bidder or deducted from their invoice.

### **VIOLATIONS/DEFAULT:**

In the event the awarded bidder(s) should violate any provisions of this bid, such bidder will be given written notice stating the deficiencies and given ten (10) days to correct deficiencies found. The County reserves the right to terminate any bid, contract, or purchase order at any time due to any violation.

In the event the awarded bidder(s) should breach this contract, the County reserves the right to seek all remedies in law and/or in equity. Failure of an awarded bidder to adhere to completion dates defined by bidder and County may result in no further purchase being made with such bidder under this Bid.

Bid Invitations Sent to the Following Companies for:  
RFP #18/19-2, Various Equipment And Amenities For Parks And Playgrounds

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Miracle Recreation – True North  
Musco

Playmore Recreation Products  
REP Services

Advanced Recreational Concepts  
Southern Recreation, Inc.

J. Durgan Associates, Inc.

Victor Stanley, Inc.

Robertson Recreational Surfaces  
Recycled Plastic Factory, LLC

Greenfields Outdoor Fitness, Inc.

Gulf Coast Sports, LLC

Bliss Products

Apollo Sunguard Systems, Inc.

Miller Recreation Equipment & Design, Inc.

Dominica Recreation Products/Game Time

Site Horizons

M. Gay Constructors, Inc.

Advanced Eco Designs

Florida Playstructures, Inc.

Seating Constructors UDS, Inc.

Shell Scape of Florida, LLC

ParknPool Corporation

Prosales

Hunter Knepshield Company

Team C Sports

Gary Yeomans Ford

Kompan, Inc.

BASCA, Inc.

Qualite Sports Lighting

Bill Fritz Sports Corporation

American Park & Recreation

Top Line Recreation

Atlantic Coast Recreation

Gopher Sports

Foreverlawn Palm Beach

Sail Shade Structures

Park Warehouse

Custom Canopies, Inc.

Dynamo Playgrounds

Precision Playgrounds

Playworx Playsets, LLC

Rosette Equipment Company

Prime Vendor, Inc.

Regal Contractors, Inc.

No Fault Sport Group

Korkat Playgrounds & Site Amenities

Construction Journal

Wausau Tile, Inc.

Project Innovations, Inc.

Coast to Coast Recreation, LLC

Vortex

RCP Shelters, Inc.

Sail Shade Structures

Swartz Associates, Inc.

Nevco

Medley Sports Construction

**Clay County  
Sports Lighting Bid Sheet**

Manufacturer: Musco Sports Lighting, LLC  
 Address: 100 1<sup>st</sup> Ave West, PO Box 808  
 City, State, Zip Code: Oskaloosa, IA 52577  
 Contact: Amanda Hudnut  
 Phone: 800-825-6030  
 Fax: 641-672-1996  
 Email: [musco.contracts@musco.com](mailto:musco.contracts@musco.com)  
 Federal ID#: 42-1511754

Terms: 25% of contract price required with order. Balance due Net 30 days upon delivery.

All prices include delivery within Clay County, FL to the job site and are for the lighting system materials only.

**Section 1: Musco Sports Lighting Price List**

- A. Light-Structure System™ with Total Light Control – TLC for LED® & SportsCluster® System with Total Light Control – TLC for LED®

**Light-Structure System™ with Total Light Control – TLC for LED®**

The Light-Structure System™ with TLC for LED® includes precast concrete bases, galvanized steel poles, electrical components enclosures, wire harnesses, luminaire assemblies and Control-Link® Control & Monitoring package. Installation is NOT included in pricing for the items listed in Section 1.

WARRANTY AND GUARANTEE: Musco will provide all materials and labor to maintain operation of the Light-Structure System™ with Total Light Control – TLC for LED® to original design criteria for 25 years. Musco products and services are guaranteed to perform for the customer as detailed in the "Musco Constant 25™" document.

**SportsCluster® System with Total Light Control – TLC for LED®**

SportsCluster® System with TLC for LED® includes electrical components enclosures, wire harnesses, luminaire assemblies and Control-Link® Control & Monitoring package (does not include poles or concrete bases). Utilizes existing sports lighting poles that are compatible with Musco's lighting system. Installation is NOT included in the pricing for the items listed in Section 1.

WARRANTY AND GUARANTEE: Musco will provide all materials and labor to maintain operation of the SportsCluster® System with Total Light Control – TLC for LED® to original design criteria for 10 years. Musco products and services are guaranteed to perform for the customer as detailed in the "Musco Constant 10™" document. The Constant 10™ warranty is contingent upon a site inspection.

<b>FOOTBALL</b>							
Field Size	Pole Setback	Average Maintained Light Level	Price for Light-Structure TLC-LED Materials	Price for SportsCluster TLC-LED Materials	Average Maintained Light Level	Price for Light-Structure TLC-LED Materials	Price for SportsCluster TLC-LED Materials
360' x 160'	50'	30 FC	\$153,700	\$106,100	50 FC	\$234,100	\$156,100
360' x 160'	70'	30 FC	\$187,300	\$118,400	50 FC	\$266,700	\$168,600
360' x 160'	100'	30 FC	\$219,100	\$118,700	50 FC	\$319,500	\$169,100
360' x 160'	120'	30 FC	\$237,800	\$130,700	50 FC	\$331,800	\$187,300



<b>SOCCER</b>							
Field Size	Pole Setback	Average Maintained Light Level	Price for Light-Structure TLC-LED Materials	Price for SportsCluster TLC-LED Materials	Average Maintained Light Level	Price for Light-Structure TLC-LED Materials	Price for SportsCluster TLC-LED Materials
330x200	30'	30 FC	\$166,000	\$90,600	50 FC	\$211,800	\$131,700
330x200	50'	30 FC	\$166,000	\$90,600	50 FC	\$224,400	\$143,800
360x210	30'	30 FC	\$166,000	\$90,600	50 FC	\$224,400	\$143,800
360x210	50'	30 FC	\$177,700	\$106,100	50 FC	\$257,100	\$164,500
360x225	30'	30 FC	\$178,600	\$106,100	50 FC	\$237,000	\$155,800
360x225	50'	30 FC	\$179,500	\$106,100	50 FC	\$271,500	\$170,200

<b>BASEBALL / SOFTBALL</b>							
Field Type	Field Size	Average Maintained Light Level	Price for Light-Structure TLC-LED Materials	Price for SportsCluster TLC-LED Materials	Average Maintained Light Level	Price for Light-Structure TLC-LED Materials	Price for SportsCluster TLC-LED Materials
		(Inf/Out)			(Inf/Out)		
60' Base Path	200'	30/20	\$107,400	\$70,300	50/30	\$119,200	\$78,800
60' Base Path	225'	30/20	\$122,100	\$80,500	50/30	\$134,000	\$92,100
60' Base Path	250'	30/20	\$127,200	\$80,500	50/30	\$149,900	\$103,000
60' Base Path	300'	30/20	\$173,300	\$119,800	50/30	\$205,500	\$134,300
60' Base Path	320'	30/20	\$177,800	\$124,300	50/30	\$226,800	\$146,300
90' Base Path	300'	50/30	\$235,900	\$147,400	70/50	\$325,300	\$208,500
90' Base Path	325'	50/30	\$259,600	\$159,500	70/50	\$352,300	\$228,400
90' Base Path	350'	50/30	\$273,100	\$172,500	70/50	\$403,800	\$252,600
90' Base Path	320/360/320	50/30	\$261,200	\$160,800	70/50	\$413,600	\$255,300
90' Base Path	330/400/330	50/30	\$366,200	\$212,600	70/50	\$464,600	\$281,000

<b>TENNIS</b>			
# Courts	Average Maintained Light Level	Price for Light-Structure TLC-LED Materials	Price for SportsCluster TLC-LED Materials
2	50 FC	\$69,500	\$49,400
3	50 FC	\$81,500	\$52,600
4	50 FC	\$81,500	\$52,600
6	50 FC	\$162,400	\$102,300

<b>BASKETBALL - OUTDOOR</b>			
# Courts	Average Maintained Light Level	Price for Light-Structure TLC-LED Materials	Price for SportsCluster TLC-LED Materials
2	50 FC	\$61,100	\$44,300



<b>BASKETBALL - INDOOR - 10 year parts and labor warranty</b>		
# Courts	Light Level	Price for LED Material
1 – 94 x 50	80 FC	\$25,500

<b>PARKING LOT - 10 year parts and labor warranty</b>			
Parking Lot Area	Light Level	Price for LED Material	Price per Square foot (to be used for alternate size areas)
320' x 200'	1 FC	\$28,600	\$0.45/sq ft

1. This pricing is based on using Musco's typical 5700 Kelvin/75 CRI LED fixtures. Other Kelvin & CRI LED fixtures combinations are available and may add additional cost.

2. Sales tax, labor and unloading of the equipment is not included as part of the materials only pricing.

3. Pricing is based on shipment of entire project together to one location. Delivery time of order, submittal approval, and confirmation of order details include voltage and phase and pole location is approximately 4-6 weeks standard shipping.

4. This pricing list should not be considered complete and exhaustive due to the nature of each project being unique, design-build situation.

- B. Light-Structure System™ with Green Generation Lighting® metal halide technology or SportsCluster® System with Green Generation Lighting® metal halide technology will be reduced by 15% on all field pricing packages on the bid form. This pricing list should not be considered complete and exhaustive due to the nature of each project being unique, design-build situation.

Example: 360' x 160' Football @ 30FC (50' SETBACK)

$$\$153,700 \times 15\% = \$23,055$$

$$\$153,700 - \$23,055$$

**Metal Halide Technology Pricing = \$130,645**

Includes precast concrete bases, galvanized steel poles, electrical components enclosures, wire harnesses, luminaire assemblies and Control-Link® Control & Monitoring package (does not include poles with SportsCluster®). Installation is NOT included in pricing for the items listed in Section 1.

WARRANTY AND GUARANTEE: Musco will provide all materials and labor to maintain operation of the Light-Structure System™ with Green Generation Lighting® metal halide technology or SportsCluster® System with Green Generation Lighting® metal halide technology to original design criteria for 10 years. Musco products and services are guaranteed to perform for the customer as detailed in the "Musco Constant 10™" document.

C. Other Applications

	Cost	
Additional lighting for security, special areas, replacing fixtures on existing poles or non-standard field sizes & pole locations	\$3,500	per fixture
Control-Link Retrofit Unit (material only)	\$8,500	per unit
Control-Link Unit - Multiple Services (material only)	\$6,700	per unit
Osprey Nest Platforms	\$3,000	each
TLC-RGBW Fixture	\$4,500	per fixture
LED Security Fixture (mount on Musco pole)	\$1,850	per fixture
LED Pathway Lighting (8' pole with LED fixture)	\$2,300	per pole
LED Area Lighting (15' pole with LED fixture)	\$2,250	per pole
LED Roadway Lighting (30' pole with LED fixture)	\$2,550	per pole
LED Bollard Lighting (42" pole with LED fixture)	\$800	per pole



**Section II: Adders**

- A. The above pricing is based upon 2017 FBC 130 mph. For each 10 mph increase in wind zone, the equipment price will increase by 10%.
- B. Florida Building Code, 2017 edition with supplement for public schools will add up to 20% to the price of the job plus any applicable wind zone increase adder.
- C. Broward County and Miami-Dade County for HVHZ wind zone will add up to 30% to the price of the job plus any applicable wind zone increase adder.
- D. Control-Link® Entertainment package will increase the equipment price by 5%.
- E. Control-Link® Entertainment+ package will increase the equipment price by 12%. Musco is not responsible for obtaining or any cost associated with music licenses.

**Section III: Labor Costs**

- A. Pole Installation (price per pole)

Pole Height	LS 2017 FBC 130 mph Price
40'	<b>\$4,150</b>
50'	<b>\$4,300</b>
60'	<b>\$4,600</b>
70'	<b>\$5,300</b>
80'	<b>\$6,450</b>
90'	<b>\$9,500</b>
100'	<b>\$11,550</b>
110'	<b>\$17,550</b>

- B. Sub-Standard Soil Conditions – The above installation price is based upon 130 mph wind zone installed in standard class 5 soils. If sub-standard soil conditions exist, it is understood that there may be additional costs associated with a sub-standard soil installation and owner agrees to accept the additional costs. In addition, because wind zones sometimes impact pole size, there maybe a 10% increase in the cost of installation for each 10 mph increase in wind zone.
- C. Removal of Existing Concrete Poles **\$4,600 per pole**
- D. Removal of Existing Wooden Poles **\$1,750 per pole**
- E. Straighten Concrete Pole **\$5,000 per pole**
- F. Patching Concrete Poles **\$4,000 per pole**
- G. Installation of Fixtures on Existing Poles **\$6,000 per pole**
- H. Installation of Control Link Retrofit **\$2,100 per unit**
- I. Retrofit existing Gymnasium with LED **\$750 per fixture**
- J. Site Inspection – Evaluation of existing lighting system **\$2,500 per project**



**Section IV: Electrical Costs**

- A. Service Options
- Option A – 200 Amp Service (Section IV, A, 1) **\$12,650 each**
  - Option B – 400 Amp Service (Section IV, A, 1) **\$21,300 each**
  - Option C – 600 Amp Service (Section IV, A, 1) **\$25,900 each**
  - Option D – 800 Amp Service (Section IV, A, 1) **\$28,750 each**
- B. Conduit, Pull Boxes and Conductors
1. Wiring from Panel to Contactors
    - a. Connect wiring from one 3 pole, 30 amp breaker to one 3 pole, 30 amp contactor using 3-#6 conductors, max distance of 10 feet **\$100 each**
    - b. Connect wiring from one 3 pole, 60 amp breaker to one 3 pole, 60 amp contactor using 3-#4 conductors, max distance of 10 feet **\$110 each**
  2. Wiring from Contactors to Poles
    - a. 2" PVC with (4) #1 THWN conductors **\$30 per foot**
    - b. 2 1/2" PVC with (4) 3/0 **\$40 per foot**
    - c. 4" PVC with (4) 500mcm **\$75 per foot**
    - d. (2) 4" PVC with (4) 300mcm **\$98 per foot**
  3. Copper Conductors in PVC Conduit pricing is based on a 500' maximum distance. After 500' the per foot pricing will apply.
 

a	10	\$5,400	<b>\$5.75 per foot</b>
b	8	\$5,980	<b>\$8.65 per foot</b>
c	6	\$6,210	<b>\$11.50 per foot</b>
  4. Pull Boxes
    - a. Brooks 38T pull box with 8" x 8" x 6" PVC box Inside **\$600 each**
    - b. Connect 4-#1 conductors from pull box to sports lighting pole, maximum distance of 10 feet **\$150 each**
- C. Installation of Contactor Cabinets
- a. 48" Cabinet **\$5,750 each**
  - b. 72" Cabinet **\$8,650 each**
- D. Lightning Protection
1. Surge Arrestor – protection at remote electrical enclosure **\$1,200 each**
  2. Surge Arrestor – protection on line side of panel **\$9,900 each**
- E. Pole Grounding
1. Provide and install ground rods for poles 70' and below **\$900 per pole**
  2. Provide and install ground rods for poles 80' and above **\$1,450 per pole**

## Section V: Engineered Plans

A.	Electrical Engineering Drawings, sealed by P.E.	
1.	Adder for 200 amp service	\$6,600 each
2.	Adder for 400 amp service	\$9,950 each
3.	Adder for 600 amp service	\$15,900 each
4.	Adder for 800 amp service	\$26,450 each
B.	Structural Engineering Drawings, sealed by P.E.	
1.	Foundation and pole plans based on assumed soils	\$1,350 per project
2.	Foundation and pole plans based on geotech report	\$3,300 per project
C.	Geotech report	\$9,950 per project
D.	Bonding (over \$200,000)	\$2,000 per \$100,000
E.	Site survey	\$3,300 per project
F.	Project management	\$6,000 per project

## Section VI: Yearly Adjustments

- A. During the term of this contract, technical upgrades to these products may periodically become available and will be offered to the owner. Musco reserves the right to supply upgraded technology provided it maintains the on-field lighting performance, enhances benefits and does not exceed the prices bid when applied to a project application under the current contract provisions.
- B. During the term of this contract, new products with improved technology may become available. Musco reserves the right whether or not to offer new products to the owner based upon the application, and it is at the owner's discretion whether or not to accept the associated, increased costs of the new, improved technology.
- C. During the term of this contract if the State of Florida Building Code and/or wind speeds change, Musco reserves the right to adjust pricing accordingly.



## Sports Lighting - Base Bid Lighting Equipment

### Part 1 - General

- A. The project goals are as follows:
- i. **Guaranteed Light Levels:** Selection of the appropriate light levels impact the safety of the players and the enjoyment of the spectators. Therefore, the lighting system shall be designed such that the light levels are guaranteed for a period of 25 years.
  - ii. **Environmental Light Control:** Provide precise control of light with engineered optic systems using proven spill and glare reduction methods. The lighting system manufacturer needs to certify that they can meet or exceed all local lighting ordinances, offsite spill and glare. If required, lighting manufacturer will meet Dark Skies requirements.
  - iii. **Life Cycle Costs:** In order to reduce the operating budget, the preferred lighting system shall be energy efficient and cost effective to operate. All maintenance costs shall be eliminated, and the field(s) should be proactively monitored to detect luminaire outages over a 25 year life cycle.
  - iv. **Control and Monitoring:** To allow for optimized use of labor resources and to avoid unneeded operation of the facility, a remote on/off control system for the lighting system must be included. Fields should be proactively monitored to detect luminaire outages over the 25 years life cycle. All communication and monitoring costs for the 25 year period shall be included in the pricing.
- B. Sports Lighting Performance
- i. The performance shall be in accordance with IES RP-6-15, which states maintained average illuminance levels are values which the lighting system should always meet or exceed.
  - ii. **Uniformity Ratio:** The foot-candle level shall have a uniformity ratio of maximum ratio of not greater than the following:
    1. The manufacturer guarantees field light intensity levels and uniformity ratios at initial start-up and throughout rated life of the lamp and shall be maintained for the warranty life.

**Football** – Standard 4-pole layout, with poles located at the 15-yard line, with setbacks from the field as given below with two options for lighting levels to be submitted and quoted.

Field Size	Pole Setback	Target Light Level	Target Light Level	Uniformity	Grid Spacing	Grid Points
360' x 160'	50'	30 fc	50 fc	2.0:1	30' x 30'	72
360' x 160'	70'	30 fc	50 fc	2.0:1	30' x 30'	72
360' x 160'	100'	30 fc	50 fc	2.0:1	30' x 30'	72
360' x 160'	120'	30 fc	50 fc	2.0:1	30' x 30'	72

**Soccer** – Standard 4-pole layout, with poles located at a distance of  $(\text{Field Length}/2 - ((\text{Field Width}/2 + \text{Setback}) \times 0.40))$  from the centerline, with setbacks from the field as given above. Standard outside pole locations for a 6-pole design would be located at a distance of  $(\text{Field Length}/2 - ((\text{Field Width}/2 + \text{Setback}) \times 0.28))$  from the center line, with setbacks from the field as given below with two options for lighting levels to be submitted and quoted.

Field Size	Pole Setback	Target Light Level	Target Light Level	Uniformity	Grid Spacing	Grid Points
330x200	30'	30 fc	50 fc	2.0:1	30' x 30'	77
330x200	50'	30 fc	50 fc	2.0:1	30' x 30'	77
360x210	30'	30 fc	50 fc	2.0:1	30' x 30'	84
360x210	50'	30 fc	50 fc	2.0:1	30' x 30'	84
360x225	30'	30 fc	50 fc	2.0:1	30' x 30'	96
360x225	50'	30 fc	50 fc	2.0:1	30' x 30'	96

**Baseball (90' Base path)** – Standard A-pole locations are 50' down line and 55' off for a 90' base path. Standard B-pole locations are 5' beyond the outfield radius and 10' off the foul line for a 4-pole design and are at a distance down the line of  $((\text{Foul Line} + (\text{Base path} \times 0.5))/2)$  and 40' off the foul line for a 6-pole and 8-pole design. Standard C-pole locations are 5' beyond the outfield radius at an angle of 20 degrees from the foul line for a 6-pole design and 10 degrees from the foul line for an 8-pole design. Standard D-pole locations are 5' beyond the outfield radius at an angle of 30 degrees from the foul line for an 8-pole design.

**Softball (60' Base path)** – Standard A-pole locations are 35' down line and 40' off for a 60' base path. Standard B-pole locations are 5' beyond the outfield radius and 10' off the foul line for a 4-pole design and are at a distance down the line of  $((\text{Foul Line} + (\text{Base path} \times 0.5))/2)$  and 40' off the foul line for a 6-pole and 8-pole design. Standard C-pole locations are 5' beyond the outfield radius at an angle of 20 degrees from the foul line for a 6-pole design and 10 degrees from the foul line for an 8-pole design.

Field Type	Field Size	Target Light Level (Inf/Out)	Target Light Level (Inf/Out)	Uniformity Infield	Uniformity Outfield	Grid Spacing	Grid Points (Infield / Outfield)
60' Base Path	200'	30/20 fc	50/30 fc	2.0:1	2.5:1	20' x 20'	25/73
60' Base Path	225'	30/20 fc	50/30 fc	2.0:1	2.5:1	20' x 20'	25/96
60' Base Path	250'	30/20 fc	50/30 fc	2.0:1	2.5:1	20' x 20'	25/119
60' Base Path	300'	30/20 fc	50/30 fc	2.0:1	2.5:1	20' x 20'	25/181
60' Base Path	320'	30/20 fc	50/30 fc	2.0:1	2.5:1	20' x 20'	25/209
90' Base Path	300'	50/30 fc	70/50 fc	2.0:1	2.5:1	30' x 30'	25/73
90' Base Path	325'	50/30 fc	70/50 fc	2.0:1	2.5:1	30' x 30'	25/90
90' Base Path	350'	50/30 fc	70/50 fc	2.0:1	2.5:1	30' x 30'	25/106
90' Base Path	320/360/320	50/30 fc	70/50 fc	2.0:1	2.5:1	30' x 30'	25/100
90' Base Path	330/400/330	50/30 fc	70/50 fc	2.0:1	2.5:1	30' x 30'	25/121

**Tennis** – Standard pole locations are 6’ beyond the serving line and 3’ outside the fence.

# Courts	Target Light Level	Uniformity
2	50 fc	2.0:1
3	50 fc	2.0:1
4	50 fc	2.0:1
6	50 fc	2.0:1

**Basketball - Outdoor** - Standard pole locations are 6’ beyond the end line and 6’ beyond the sideline of the outer court.

# Courts	Target Light Level	Uniformity
2	50 fc	2.0:1

**Basketball - Indoor** - Lighting shall be provided utilizing LED luminaires

# Courts	Target Light Level	Uniformity
94’ x 50’	80 fc	2.0:1

**Parking Lots** - Lighting shall be provided utilizing LED luminaires\*

Parking lot	Total Square Feet	Target Average Light Level	Uniformity
320’ x 200’	64,000	1 fc	N/A

\*Pricing for alternate size parking lots may be determined by calculating a cost per square foot of the base size parking area and utilizing this cost to a different size area.

**C. Point by Point Analysis**

- i. Measurements of light shall be demonstrated on computer generated model that consists of a grid of specified number of points covering a stated area on an equally spaced grid. See the below chart for the exact specifications of points, areas, and grid spacing each field.
- ii. Light Level and Uniformity Ratio shall be calculated and shown on the computer generated model. The Light Levels and Uniformities must meet or exceed the defined criteria.

**Computer Models - Test Stations**

Area of Lighting	Size of Area to be Covered	Grid Spacing
Football	Entire Field	30' x 30'
Soccer	Entire Field	30' x 30'
Baseball	Entire Field	30' x 30'
Softball	Entire Field	20' x 20'
Tennis Courts 1 – 6	Entire Court	20' x 20'
Basketball Courts 2	Entire Court	20' x 20'
Basketball – indoor	Entire Court	10' x 10'
Parking Lot	Entire area (320'x200')	4' x 4'

**D. Spill/Glare Equipment**

- i. Light Control Luminaires: All luminaires shall utilize spill light and glare control devices including, but no limited to, internal shields, louvers and external shields. No symmetrical beam patterns are accepted.
- ii. Glare Control: Maximum candela measured at 5' above grade at a distance of 150' should be better than that of a comparable HID design. These values are defined for typical sports fields listed below.\*

Typical Field Type	Maximum Candela at 150'
Baseball	≤7,000 candela
Softball	≤7,000 candela
Football	≤7,000 candela
Soccer	≤7,000 candela
Tennis	≤7,000 candela

\*If the design of the project requires the pole setback to be greater than 70' from the edge of the field, the candela value at 150' may exceed the value stated in the above chart.

## Part 2 – Product

### A. Sports Lighting System Construction

- i. System Description – Light-Structure System™ shall consist of the following:
  - a. Galvanized steel poles and cross-arm assembly. No direct burial steel or inverted base steel poles allowed.
    1. The cross-arm mounting plate shall be attached to the cross-arm assembly at the factory.
  - b. Pre-engineered concrete base embedded in concrete backfill. Alternate may be an anchor bolt foundation designed such that the steel pole and any exposed steel portion of the foundation is located a minimum of 18 inches above final grade. The concrete for the anchor bolt foundations shall be allowed to cure for a minimum of 28 days before the pole stress is applied.
  - c. All luminaires shall be constructed with a die cast aluminum housing to protect the luminaire reflector system. If manufacturer cannot provide die cast aluminum housing, external hail shrouds shall be required. Luminaires shall be complete with an external visor. The luminaire and visor should be powder coat painted to match the Electrical Component Enclosure.
  - d. Manufacturer must mount all drivers and supporting electrical equipment in aluminum enclosures mounted approximately 10' above grade. The enclosures shall be touch safe and include drivers and fusing with indicator lights on fuses to notify when a fuse is to be replaced for each luminaire. Safety disconnect per circuit for each pole structure will be located in the enclosure.
  - e. Manufacturer shall provide surge protection at the pole equal to or greater than 40 kA for each line to ground (common mode) as recommended by IEEE C62.41.2\_2002.
  - f. Wire harness complete with an abrasion protection sleeve, strain relief and plug in connections for fast, trouble free installation.
  - g. All luminaires, visors, and cross-arm assemblies shall withstand 150 mph winds and maintain luminaire aiming alignment.
  - h. Control cabinet to provide remote on-off control and monitoring of the lighting system.
  - i. Manufacturer must supply a signed warranty covering the entire system (Light-Structure System™) for 25 years from the date of shipment.
- ii. System Description – SportsCluster® System (existing structures) shall consist for the following:
  - a. Galvanized cross-arm assembly for attachment to existing structures
    1. The cross-arm mounting plate shall be attached to the cross-arm assembly at the factory
  - b. All luminaires shall be constructed with a die cast aluminum housing to protect the luminaire reflector system. If manufacturer cannot provide die cast aluminum housing, external hail shrouds shall be required. Luminaires shall be complete with an external visor. The luminaire and visor should be powder coat painted to match the Electrical Component Enclosure.

- c. Manufacturer must mount all drivers and supporting electrical equipment in aluminum enclosures mounted approximately 10' above grade. The enclosures shall be touch safe and include drivers and fusing with indicator lights on fuses to notify when a fuse is to be replaced for each luminaire. Safety disconnect per circuit for each pole structure will be located in the enclosure.
  - d. Wire harness complete with an abrasion protection sleeve, strain relief and plug in connections for fast, trouble free installation.
  - e. All luminaires, visors, and cross-arm assemblies shall withstand 150 mph winds and maintain luminaire aiming alignment.
  - f. Control cabinet to provide remote on-off control and monitoring of the lighting system.
  - g. Product assurance and warranty program is contingent upon site inspection and compatibility with existing structures.
  - h. Manufacturer must supply a signed warranty covering the entire system (SportsCluster® System) for 10 years from the date of shipment.
- iii. Manufacturing Requirements
- a. All components shall be designed and manufactured as a system. All luminaires, wire harness, drivers and other enclosures shall be factory assembled, aimed, wired and tested.
- iv. Durability
- a. All exposed components shall be constructed of corrosion resistant material and/or coated to help prevent corrosion. All exposed steel shall be hot dip galvanized per ASTM A123. All exposed hardware and fasteners shall be stainless steel of at least 18-8 grade, passivated and polymer coated to prevent possible galvanic corrosion to adjoining metals. All exposed aluminum shall be powder coated with high performance polyester. All exterior reflective inserts shall be anodized, coated with a clear, high gloss, durable fluorocarbon, and protected from direct environmental exposure to prevent reflective degradation or corrosion. All wiring shall be enclosed within the cross-arms, pole, or electrical components enclosure.
- v. Lightning Protection
- a. Manufacturer shall supply and equip all structures with lightning protection meeting NFPA 780 standards. Manufacture shall integrate the required grounding electrode into the structure. System shall be UL listed.
  - b. If grounding is NOT integrated into the structure the Manufacturer shall supply an electrode of not less than 5/8" in diameter and 8' in length, with a minimum of 10' embedment. Grounding electrode shall be connected to the structure by a grounding electrode conductor with a minimum size of 2 AWG for poles with 75 feet mounting height or less, and 2/0 AWG for poles with more than a 75 feet mounting height.
- vi. Safety
- a. All safety components shall be UL listed for the appropriate application.
- vii. Electric Power Requirements for sports lighting equipment
- a. Maximum total voltage drop to the disconnect switch located on the poles shall not exceed 3% of rated voltage. Voltage/Phase to be determined for each specific site.

- viii. Building Code
  - a. The base bid of the lighting system must comply with Florida Building Code Edition 2017, Exposure C, Standard Variation with a wind speed of 130 mph.
- ix. Structural Design
  - a. The stress analysis and safety factor of the poles shall conform to AASHTO 2013 (LTS-6) Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals.
- x. Soil Conditions
  - a. The design criteria for these specifications are based on soil design parameters that shall meet or exceed those of a Class 5 material as defined by 2017 FBC, Table 1806.2. It shall be the installing contractor's (or manufacturer's) responsibility to notify the owner of soil conditions other than the design criteria. The owner shall then be responsible and absorb the additional costs associated with:
    - 1. Engineered foundation embedment design by a registered engineer in the State of Florida
    - 2. Additional materials and/or services required to achieve alternate foundation
    - 3. Geotechnical report
- xi. Foundation Drawings
  - a. Project specific foundation drawings stamped by a registered engineer in the State of Florida. The drawings shall be available to the owner at the time of permit. The foundation drawings must list the moment, shear (horizontal) force, and axial (vertical) force at ground level for each pole.

B. Control and Monitoring

- i. Instant On/Off Capabilities
  - a. System shall provide for instant on/off of luminaires.
- ii. Lighting contactor cabinet(s)
  - a. Constructed of NEMA Type 4 aluminum, designed for easy installation with contactors, labeled to match field diagrams and electrical design.
  - b. Manual off-on-auto selector switches shall be provided
- iii. Optional Dimming
  - a. System shall provide for "High, Medium, Low" or "High/Low" dimming.
  - b. System shall include key activated switches to allow for automated dimming control or manual override.
- iv. Remote Lighting Control System
  - a. System shall allow owner and users with a security code to schedule on/off system operation via web site, phone, fax or email up to 10 years in advance.
  - b. Manufacturer shall provide and maintain two-way TCP/IP communication link.
  - c. Trained staff shall be available 24/7 to provide scheduling support and assist with reporting needs.

- d. The owner may assign various security levels to schedulers by function and/or fields. This function must be flexible to allow a range of privileges such as a full scheduling capabilities for all fields to only having permission to execute "early off" commands by phone. Scheduling tool shall be capable of setting curfew limits.
  - e. Controller shall accept and store 7 day schedules, be protected against memory loss during power outages, and shall reboot once power is regained and execute any commands that would have occurred during power outage.
- v. Remote Monitoring System
- a. System shall monitor lighting performance and notify manufacturer if individual luminaire outage is detected so that appropriate maintenance can be scheduled.
  - b. The controller shall determine switch position (manual or auto) and contactor status (open or closed).
- vi. Management Tools
- a. Manufacturer shall provide a web based database and dashboard tool of actual field usage and provide reports by facility and user group.
    - 1. Dashboard shall also show current status of luminaire outages, control operation an service
    - 2. Mobile application will be provided suitable for IOS, Android and Blackberry devices.
  - b. Hours of Usage
    - 1. Manufacturer shall provide a means of tracking actual hours of usage for the field lighting system that is readily accessible to the owner.
      - a. Cumulative hours shall be tracked to show the total hours used by the facility.
      - b. Report hours saved by using early off and push buttons by users.
  - c. Communication Cost
    - 1. Manufacturer shall include communication cost for the operating of the control and monitoring system for a period of 25 years.
- vii. Warranty
- a. 25 Year Warranty (Light-Structure System™)
    - 1. Manufacturer shall supply a signed warranty covering the entire system for 25 years from the date of shipment.
    - 2. Warranty shall guarantee specified target light levels.
    - 3. Manufacturer shall maintain specifically-funded financial reserves to assure fulfillment of the warranty for the full term.
    - 4. Warranty does not cover weather conditions events such as lightning or hail damage, improper installation, vandalism or abuse, unauthorized repairs or alterations, or product made by other manufacturers
  - b. 10 Year Warranty (SportsCluster® System)
    - 1. Manufacturer shall supply a signed warranty covering the entire system of 10 years from the date of shipment.
    - 2. Warranty shall guarantee specified target light levels.
    - 3. Manufacturer shall maintain specifically-funded financial reserves to assure fulfillment of the warranty for the full term
    - 4. Warranty does not cover weather conditions events such as lightning or hail damage, improper installation, vandalism or abuse, unauthorized repairs or alterations, or product made by other manufacturers
    - 5. Constant 10™ warranty is contingent upon a site inspection



- c. Maintenance
    - 1. Manufacturer shall monitor the performance of the lighting system, including on/off status, hours of usage and luminaire outage for the life of the warranty (date of equipment shipment).
    - 2. Parts and labor shall be covered such that individual luminaire outages will be repaired when the usage of any field is materially impacted.
    - 3. Owner agrees to check fuses in the event of a luminaire outage.
  
  - d. Exclusions
    - 1. Maintenance, repair or replacement necessitated by loss or damage resulting from any external causes such as, but not limited to, theft, environmental conditions, negligence, misuse, abuse, improper electrical/power supply, unauthorized repairs by third parties, attachments, damage to cabinetry, equipment modifications, vandalism, animal or insect infestation, physical damage to covered products parts or components, or acts of God/nature (including, but not limited to: earthquake, flood, tornadoes, typhoons, hurricanes and lightning).
    - 2. It is the customer's responsibility to check and change fusing.
  - e. Manufacturer shall have in place, the personnel, procedures and processes to implement and execute the warranty as detailed in this section of the specification
- viii. Inspection and Verification
- a. The lighting manufacturer shall guarantee illumination light levels for the life of the warranty.
    - 1. Field measurements shall be done per IESNA RP-6-15 recommendations.
    - 2. Failure to achieve the required results will require individual luminaire re-aiming and re-measurements at the expense of the manufacturer.

### Part 3 – Installation (pole construction, pole removal and relight)

#### A. Pole Installation

- i. Provide pricing for labor to install owner furnished poles & fixtures. Price will include unloading of the equipment upon arrival to job site, excavation of holes, assembly of the poles and luminaires, all wiring from the remote electric enclosures to the luminaires, proper grounding, installation of the pre-stressed foundations with concrete backfill, pole erection and aiming. Installation assumes standard soils of 2000 psf with no rock or abnormal collapsing holes.

#### B. Removal of existing poles or structures

- i. Provide pricing for labor to take down existing poles, structures and fixtures and remove them to a staging area on the job site designated by the owner. Concrete and steel poles will be completely removed. Any pre-engineered concrete base will be cut – foundations will not be removed but cut and jack hammered to a foot below grade. Wood poles may be cut off 2 feet below grade, as long as the stumps are covered back with soil.

#### C. Installation of fixtures on existing poles

- i. Provide pricing for labor to take down existing fixtures and remove them to a staging area on the job site designated by the owner. The cost will also include labor to install the new fixtures on the existing structure. Installation assumes that the pole structure and wiring will be sufficient to handle the new fixtures. Owner assumes all responsibility of structural integrity of existing poles.

#### D. Owner and Bidder responsibilities

- i. Owner's responsibilities
  - a. Provide total access to the site and poles location for construction. Equipment must be able to move from location to location on standard rubber tires – no towing required.
  - b. Remove any trees, limbs, shrubs, etc. for total access to poles locations.
  - c. Survey in pole locations and aiming points (one per field) for sighting in lighting cross arms. Mark home plate, foul lines, and field boundary lines. Final grade elevations will also need to be marked if necessary.
  - d. Removal, replacement, and repair of all fencing necessary for construction.
  - e. Repair and replacement of any field turf, asphalt, curbs, and concrete inadvertently damaged during installation.
  - f. Provide area on site for disposal of spoils from foundation excavation.
  - g. Locate and mark existing underground utilities not covered by "One Call" and irrigation systems including sprinkler heads prior to excavation. Bidder will not responsible for repairs to unmarked utilities.
  - h. Pay for any power company fees and requirements, if necessary.
  - i. Additional charges will apply for foundation excavation and construction in non-standard soils (rock, caliche, high water table, collapsing holes, alluvial soils, etc.) Standard soils are defined as Class 5 soils in the 2017 Edition of the Florida Building Code and can be excavated using standard earth auguring equipment.
  - j. Provide a source of water such as a fire hydrant or 2" water line for foundation excavation. Pay for any all fees associated with the water access and usage.
  - k. Pay for any and all permitting fees.

- ii. Bidder's responsibilities
  - a. Provide required poles, fixtures, foundations and associated designs.
  - b. Provide structural design for poles and foundations, certified by a professional engineer licensed in the State of Florida
  - c. Provide layout of poles locations and aiming diagram
  - d. Provide light test upon completion of works, once owner supplied electrical system is energized.
  - e. Provide review of electrical design as provided by Electrical Contractor or Electrical Engineer.
  - f. Provide bonding per the State of Florida requirements.
  - g. Provide equipment and materials to off load equipment at job site per scheduled delivery.
  - h. Provide storage containers for material, including electrical enclosures
  - i. Provide adequate trash containers for cardboard waste and packing debris.
  - j. Provide adequate security to protect delivered products from theft, vandalism and damage during installation.
  - k. Obtain any and all required permits. Costs to be paid by Owner.
  - l. Make appropriate contact to ensure utility locations have been marked prior to excavation and trenching. Repair any damage to existing utilities made during construction.
  - m. Provide materials and equipment to install Musco's Light-Structure System™ foundations as specified on layout.
  - n. Remove augured spoils to owner designated location at job site.
  - o. Provide materials and equipment to assemble and install Musco's TLC for LED™ fixtures and terminate all necessary wiring.
  - p. Provide equipment and materials to assemble and erect Musco's Light-Structure System™ poles.

## Part 4 – Electrical Supply labor/equipment

### A. Electrical Services

- i. All services are to be quoted at 277/480 volt three phase. Base all service feeders on a length of 150 feet at burial depth of 36" with no obstructions in the path. Provide lump sum costs for equipment and labor to install each of the following four options.
  - a. Option A
    1. 200 amp three phase meter can
    2. 200 amp main circuit breaker N3R 42 circuit panel with 8 three pole 30 amp breakers
    3. Service feeders. (4) 3/0 conductors in a 2 1/2" raceway. 150'
    4. Build service rack out of 2" galvanized pipe with galvanized uni-strut to accommodate meter can, electrical panel and one lighting contractor cabinet sized at 72" high, 36" wide and 12" deep. The lighting contractor cabinet will be provided by the sports lighting manufacturer and installed.
    5. Pull necessary permits
  - b. Option B
    1. 400 amp three phase meter can
    2. 400 amp main circuit breaker N3R 42 circuit panel with 8 three pole 60 amp breakers
    3. Service feeders. (4) 500 mcm conductors in a 4" raceway. 150'
    4. Build service rack out of 2" galvanized pipe with galvanized uni-strut to accommodate meter can, electrical panel and one lighting contractor cabinet sized at 72" high, 36" wide and 12" deep. The lighting contractor cabinet will be provided by the sports lighting manufacturer and installed.
    5. Pull necessary permits
  - c. Option C
    1. 600 amp three phase meter can
    2. 600 amp main circuit breaker N3R 42 circuit panel with 12 three pole 60 amp breakers
    3. Service feeders. (2) 4" raceways with (4) 300 MCM conductors in a 4" raceway. 150'
    4. Build service rack out of 3" galvanized pipe with galvanized uni-strut to accommodate meter can, electrical panel and one lighting contractor cabinet sized at 72" high, 36" wide and 12" deep. The lighting contractor cabinet will be provided by the sports lighting manufacturer and installed.
    5. Pull necessary permits

- d. Option C
  - 1. 800 amp three phase CT enclosure
  - 2. 800 amp three phase CT meter can
  - 3. 800 amp main circuit breaker N3R 42 circuit panel with 12 three pole 80 amp breakers
  - 4. Service feeders (2) 4" raceways with (4) 500 mcm conductors in each raceway. 150'
  - 5. Build service rack out of 3" galvanized pipe with galvanized uni-strut to accommodate meter can, CT enclosure, electrical panel and one lighting contractor cabinet sized at 72" high, 36" wide and 12" deep. The lighting contractor cabinet will be provided by the sports lighting manufacturer and installed.
  - 6. Grounding per NEC and local building codes
  - 7. Pull necessary permits
  
- ii. Conduit, pull boxes and conductors
  - a. Provide equipment and labor to install conduit, pull boxes and conductors. All installations are to be in PVC schedule 40 pipe at a burial depth of 36" with twin conductors.
  
- iii. Lightning protection
  - a. Surge Arrestors: UL labeled and rated for 277/480 V, 3 phase, 4 wire, as manufactured by Erico (TDX-50) or equal and shall be attached to the bottom of the remote electrical enclosure and/or on line side of main electrical panel.



**FINANCE AND AUDIT COMMITTEE  
MEETING MINUTES**

May 21, 2019

Administration Building,  
4th Floor, BCC Meeting Room, 477 Houston  
Street,  
Green Cove Springs, FL 32043  
3:00 PM

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**PUBLIC COMMENTS**

Chairman Hendry called the meeting to order at 3:00 P.M.

Chairman Hendry opened the public comment period.

There were no public comments to be heard.

Chairman Hendry closed the public comment period.

1. Solid Waste Collection Assessment Rate

Approval of the Solid Waste Collection Assessment rate for Fiscal Year 2019-2020. This rate will be used in the preparation of the Solid Waste Collection Assessment Roll and included in the notice to affected property owners for the upcoming year. Funding Source: Revenue (M. Towns)

After discussion, Commissioner Gayward Hendry moved, seconded by Commissioner Wayne Bolla, and Carried 2 - 0, to pull for full Board discussion at the May 28th BCC meeting.

2. Bid #18/19-17, Household Hazardous Waste Buildings

Approval to post notice of intent and award Bid #18/19-17, Household Hazardous Waste Buildings to MCC Development, Inc. at a cost of \$233,900.00. Approval will be effective after 72 hour period for protest has expired. Funding Source: 401-3802-562000 (Solid Waste Fund / Environmental Services / Buildings) (M. Towns)

After discussion, Commissioner Gayward Hendry moved, seconded by Commissioner Wayne Bolla, and Carried 2 - 0, approval to go before the Board on the May 28th Consent Agenda.

3. Florida Department of Veterans' Affairs (FDVA) Memorandum of

## Agreement

Approval of the Memorandum of Agreement with the Florida Department of Veterans' Affairs, formalizing the Interlocal relationship as an authorized user of FDVA's VetraSpec technology, for a term to continue until terminated by either party. Funding Source: Not Applicable (T. Nagle)

After discussion, Commissioner Gayward Hendry moved, seconded by Commissioner Wayne Bolla, and Carried 2 - 0, approval to go before the Board on the May 28th Consent Agenda.

### 4. RFP #18/19-2, Various Equipment and Amenities for Parks and Playgrounds

Approval to post notice of intent and to award RFP No. 18/19-2, Various Equipment and Amenities for Parks and Playgrounds, to multiple companies for a term of three years. All bids are based upon the % discount offered for products and service. This bid is also a means for qualifying vendors for Ball Park lighting services. Qualifying vendors will be requested to provide pricing on a project by project basis based on discount pricing. Approval will be effective after 72 hour bid protest period has expired. Submittals are available for review in the Purchasing Department. Funding Source: 001-3201-546100 (General Fund - Parks & Rec - Repairs & Maint) (J. Householder)

After discussion, Commissioner Gayward Hendry moved, seconded by Commissioner Wayne Bolla, and Carried 2 - 0, approval to go before the Board on the May 28th Consent Agenda.

### 5. Division of Historical Resources Grant Application for the Clay County Historical Courthouse Building Restoration Project

Approval to apply for a Department of State Historic Preservation Grant funding through the Division of Historical Resources for the Clay County Historical Courthouse Building Restoration Project. The grant requires a 50% match. The application deadline is June 1, 2019. Staff is still in the process of finalizing the grant application. (J. Householder)

James Householder, Director of Facilities & Maintenance, stated that the amount of the grant application is a total of \$300,000.00 and that the required 50% County match of \$150,000.00 is to be in the FY 19/20 County Budget.

After discussion, Commissioner Gayward Hendry moved, seconded by Commissioner Wayne Bolla, and Carried 2 - 0, approval to go before the Board on the May 28th Consent Agenda.

### 6. Discussion regarding Agreements related to the SWEAT Program Discussion regarding the following Agreements related to the SWEAT

Program:

1. Program Director Services - Curtis Enterprises, LLC
2. Mentoring and Tutoring Services - Bright Minds Youth Development, Inc. (K. Thomas)

After discussion, Commissioner Gayward Hendry moved, seconded by Commissioner Wayne Bolla, and Carried 2 - 0, approval to go before the Board on the May 28th Consent Agenda, with the additional approval to waive the Purchasing Policy and extend the Program Director Services and Mentoring and Tutoring Services Agreements.

7. Tourist Development Council Event Marketing Grant Awards

Approval of TDC Marketing Grant Applications for Ham Jam 2019 in the amount of \$2,200.00 and Clay County Veterans Event in the amount of \$1,000.00. Funding Source 109-1910-548005 (Tourism Development Fund - Tourism & Film Development - Reimbursement Grants) (K. Morgan)

After discussion, Commissioner Wayne Bolla moved, seconded by Commissioner Gayward Hendry, and Carried 2 - 0, approval to go before the Board on the May 28th Consent Agenda.

8. Interlocal Agreement for Reimbursement of Property Appraiser (Stormwater Maintenance MSBU)

Approval of the Interlocal Agreement for Reimbursement of Property Appraiser (Stormwater Maintenance MSBU). The purpose of this Agreement is for the County and the Property Appraiser to establish and agree upon the undertaking of their mutual responsibilities pursuant to Section 197.3632, Florida Statutes, in order for the County to implement the Uniform Method for the notice, levy, collection, and enforcement of certain non-ad valorem assessments herein described; and to provide for reimbursement and payment by the County to the Property Appraiser for all necessary administrative costs incurred by the Property Appraiser in such activity as provided in said statute. Funding Source: 101-3701-546100 (Transportation Trust Fund / Streets & Drainage / R&M) (C. Grimm)

After discussion, Commissioner Wayne Bolla moved, seconded by Commissioner Gayward Hendry, and Carried 2 - 0, approval to go before the Board on the May 28th Consent Agenda.

9. Interlocal Agreement for Reimbursement of Tax Collector (Stormwater Maintenance MSBU)

Approval of the Interlocal Agreement for Reimbursement of Tax Collector (Stormwater Maintenance MSBU). The purpose of this Agreement is for the County and the Tax Collector to establish and agree upon the



undertaking of their mutual responsibilities pursuant to Section 197.3632, Florida Statutes, in order for the County to implement the Uniform Method for the notice, levy, collection, and enforcement of certain non-ad valorem assessments herein described; and to provide for reimbursement and payment by the County to the Tax Collector for all necessary administrative and collection costs incurred by the Tax Collector in such activity as provided in said statute. Funding Source: 101-3701-546100 (Transportation Trust Fund / Streets & Drainage / R&M) (C. Grimm)

After discussion, Commissioner Wayne Bolla moved, seconded by Commissioner Gayward Hendry, and Carried 2 - 0, approval to go before the Board on the May 28th Consent Agenda.

10. FY 19/20 Nonprofit Grant Applicants - Session 1 of 2

Presentations of the FY 19/20 Nonprofit Agency Grant Applicants for budget funding for the upcoming fiscal year. (D. Sileo)

Florida Art License Plate Fund:

- A. Clay County Community Band, Inc. (not presenting)
- B. First Coast Highlanders, Inc. (not presenting)

General Fund:

- C. Challenge Enterprises of North Florida, Inc.
- D. Episcopal Children's Services, Inc.
- E. Kids First of Florida, Inc.
- F. Quigley House, Inc.

County Alcohol & Drug Abuse Fund:

- G. Clay Behavioral Health Center, Inc.

Presentations were heard by Nonprofit Grant Applicants on the agenda.

Acting County Manager Mock explained the process in which agency funding is determined during the budget process.

James Householder, Director of Facilities & Maintenance, responded to Vice Chairman Bolla's inquiry pertaining to Veteran parking spaces at the Administration Building.

There being no further business, the meeting was adjourned at 4:32 P.M.

Attest:

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Committee Chairman

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Recording Secretary



Agenda Item  
Clay County Board of County Commissioners

Clay County Administration Building  
Tuesday, May 21 3:00 PM

TO: Finance and Audit Committee

DATE: 5/1/2019

FROM: Karen Thomas, Administrative &  
Contractual Services

SUBJECT:

Approval to post notice of intent and to award RFP No. 18/19-2, Various Equipment and Amenities for Parks and Playgrounds, to multiple companies for a term of three years. All bids are based upon the % discount offered for products and service. This bid is also a means for qualifying vendors for Ball Park lighting services. Qualifying vendors will be requested to provide pricing on a project by project basis based on discount pricing. Approval will be effective after 72 hour bid protest period has expired. Submittals are available for review in the Purchasing Department. Funding Source: 001-3201-546100 (General Fund - Parks & Rec - Repairs & Maint) (J. Householder)

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

Bid provides playground equipment, amenities and lighting for all parks in Clay County as needed and other entities wishing to utilize this RFP. Pricing will be utilized for repairing, adding additional equipment, and new park projects.

Is Funding Required (Yes/No):  
**Yes**

If Yes, Was the item budgeted (Yes/No/N/A):  
**Yes**

Funding Source: General Fund / Parks & Recreation / Repairs and Maintenance  
Account # 001-3201-546100 Amount - Varies by project

Sole Source (Yes/No):  
**No**

Advanced Payment (Yes/No):  
**No**

ATTACHMENTS:

Description

- ▢ [RFP #18\\_19-2, Various Equipment and Amenities for Parks and Playgrounds](#)

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractual Services	Thomas, Karen	Approved	5/16/2019 - 2:12 PM	
County Manager	Slaybaugh, Jaclyn	Approved	5/17/2019 - 3:28 PM	





**BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA**

**NOTICE OF INTENT TO AWARD BID**

**RFP NO 18/19-2, Various Equipment and Amenities for Parks and Playgrounds**

In accordance with the provisions of Section 8.N of the Clay County Purchasing Policy, notice is hereby given and posted of the decision of the Board of County Commissioners of Clay County, Florida (hereinafter the "Board") with respect to RFP No. 18/19-2, Various Equipment and Amenities for Parks and Playgrounds. Responses to RFP No. 18/19-2 were opened on March 19, 2019. During its regular meeting on May 28, 2019, the Board rendered its decision to award RFP No. 18/19-2 to multiple companies. This notice of intent to award bid is the official notification regarding said selection. The decision of the Board is final subject to 72 hour period for protest. Failure to file a protest within the time prescribed in Section 8.N of the Clay County Purchasing Policies shall constitute a waiver of proceedings under Section 8.N Bid Awards and Protests.

Lorin L. Mock  
Acting County Manager

Date of Posting:

5/29/19

Date of Removal:

6/3/19

Time of Posting:

8:45 a.m.

Time of Removal:

8:47 a.m.

Initials:

DF

Initials:

DF



May 25, 2023

Musco Sports Lighting, LLC  
Attn: James M. Hansen  
100 1<sup>st</sup> Avenue West  
Oskaloosa, IA 52577

Email: [musco.contracts@musco.com](mailto:musco.contracts@musco.com)

**SUBJECT: Renewal of Term Contract for 18/19-2 Piggyback Clay County; Various Equipment & Amenities for Parks and Playgrounds, Amendment 2**

Dear Mr. Hansen or Authorized Signor,

The subject Contract will expire on May 27, 2023.

In accordance with the terms and conditions of the subject Contract, the Contract may, by mutual consent of the parties be renewed for an additional twelve (12) month period. The City would like to exercise the right to renew this Contract for an additional year at the existing terms and conditions. **Once renewed, the new contract expiration date will be May 27, 2024.**

Please indicate your approval of this offer by having an authorized officer of your firm execute the **ACCEPTANCE** portion below and return it to Marie Flynn at [mflynn@fortlauderdale.gov](mailto:mflynn@fortlauderdale.gov).

Upon complete execution of the below, this Amendment will be your official notice that the Contract has been extended for one (1) year and no additional documentation will be required. **Please be sure any required Insurance Certificates are current and attached to your response.**

Thank you for your immediate attention to this matter.

Sincerely,

On behalf of: \_\_\_\_\_  
Glenn Marcos, CPPO, CPPB, FCPM, FCPA  
Chief Procurement Officer/  
Assistant Finance Director-Procurement and Contracts

ACCEPTANCE  
By   
Official Signature

James M. Hansen      Secretary  
Name                              Title

June 7, 2023  
Date