

**ADDENDUM TO CONTRACT BETWEEN CITY OF FORT LAUDERDALE AND
MUSCO SPORTS LIGHTING, LLC FOR
VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS**

WHEREAS, on June 23, 2021, the **City of Fort Lauderdale**, a Florida municipality (“City”), with its address at 100 North Andrews Avenue, Fort Lauderdale, Florida 33301, and **Musco Sports Lighting, LLC**, an Iowa limited liability company authorized to transact business in Florida (“Contractor”), with its principal address at 100 1st Avenue West, Oskaloosa, Iowa 52577, entered into a contract to purchase **VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS** based on an agreement between the Contractor and **CLAY COUNTY, Florida, identified as Clay County Contract 18/19-2** (collectively referred to a “Contract”); and

WHEREAS, City is in need of additional equipment and amenities for two (2) parks and playgrounds; and

WHEREAS, Contractor has submitted two (2) quotes to the City dated January 11, 2022 and March 28, 2022, respectively, for various equipment and amenities for parks and playgrounds in accordance with the terms and conditions set forth in the Contract.

NOW THEREFORE, as an addendum to the Contract between the City and Contractor for the purchase of various equipment and amenities for parks and playgrounds, City and the Contractor agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by this reference.
2. Contractor agrees to sell, and the City agrees to purchase, various equipment and amenities for parks and playgrounds, at the same price term outlined in Contractor’s quotes dated January 11, 2022, and March 28, 2022, respectively, and subject to the availability of funds appropriated in the current fiscal period, unless otherwise provided by law.
3. Contractor’s quotes dated January 11, 2022, and March 28, 2022, respectively, are attached hereto and incorporated herein as Exhibit A.
4. All other terms, conditions, and specifications of the Contract are unchanged.

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IN WITNESS WHEREOF, the City and the Contractor execute this Addendum to Contract for Various Equipment and Amenities for Parks and Playgrounds as follows:

ATTEST:

CITY OF FORT LAUDERDALE
a Florida municipal corporation

DAVID R. SOLOMAN
City Clerk

CHRISTOPHER J. LAGERBLOOM, ICMA-CM
City Manager

Approved as to form:
ALAIN E. BOILEAU, City Attorney

Patricia SaintVil-Joseph
Assistant City Attorney

CONTRACTOR

MUSCO SPORTS LIGHTING, LLC, an Iowa Limited Liability Company, authorized to transact business in Florida.

By: _____
James M. Hansen, Secretary / Manager

CORPORATE SEAL

STATE OF _____:

COUNTY OF _____:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2022, by James M. Hansen, Secretary and Manager of **MUSCO SPORTS LIGHTING, LLC**, an Iowa Limited Liability Company, authorized to transact business in Florida.

(Signature of Notary Public- State of _____)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known _____ OR Produced Identification _____
Type of Identification Produced _____

Quote

Date: March 28, 2022
To: City of Fort Lauderdale

Project: Holiday Park Pickleball & Roller Hockey
Fort Lauderdale, FL

Clay County RFP 18/19-2**Quotation Price – Materials Delivered to Job Site and Installation**

Pickleball (185' x 85') & Roller Hockey (185' x 85') \$ 135,500.00

Sales tax, bonding, and permitting fees are not included.

Pricing furnished is effective for 60 days unless otherwise noted and is considered confidential.

Field Description	Quantity	Pricing Per Clay County	Extended Price
(Section I C) Additional Lighting for security, special areas, Replacing fixtures on existing poles or non-standard field sizes & pole locations – Pickleball & Roller Hockey	24	\$3,500.00	\$84,000.00
(Section III G) Installation of Fixtures on Existing Poles	6	\$6,000.00	\$36,000.00
(Section IV C a) Installation of Contactor Cabinet - 48"	1	\$5,750.00	\$5,750.00
(Section IV E 1) Pole Grounding – 70' and below	6	\$900.00	\$5,400.00
(Section V A 1) Electrical Engineering	1	\$6,600.00	\$6,600.00
(Section V F) Project Management	1	\$6,000.00	\$6,000.00
Deduct / Design Parameters / Labor			-\$8,250.00
Total			\$135,500.00

SportsCluster™ System with Total Light Control – TLC for LED® technology**Guaranteed Lighting Performance**

- Guaranteed light levels and uniformity
- BallTracker™ technology – targeted light, optimizing visibility of the ball in play with no glare in the players typical line-of-sight

System Description

- Factory wired poletop luminaire assemblies
- Factory aimed and assembled luminaires, including BallTracker™ luminaires
- Factory wired and tested remote electrical component enclosures
- Pole length, factory assembled wire harnesses
- Mounting hardware for poletop luminaire assemblies and electrical components enclosures
- Disconnects
- UL Listed assemblies

Environmental Light Control

- Spill light minimized
- Off-site glare light minimized

Control Systems and Services

- 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



Operation and Warranty Services

- Reduction of energy and maintenance costs by 40% to 85% over typical 1500W metal halide equipment
- Product assurance and warranty program that covers materials and onsite labor, eliminating 100% of your maintenance costs for 10 years
- Support from Musco's Lighting Services Team – over 170 Team members dedicated to operating and maintaining your lighting system – plus a network of 1800+ contractors

Installation Services Provided

Customer Responsibilities:

1. Complete access to the site for construction using standard 2-wheel drive rubber tire equipment.
2. Locate existing underground utilities not covered by your local utilities. (i.e. water lines, electrical lines, irrigation systems, and sprinkler heads). Musco or Subcontractor will not be responsible for repairs to unmarked utilities.
3. Locate and mark field reference points per Musco supplied layout. (i.e. home plate, center of FB field).
4. Ensure existing poles are structurally adequate to handle new fixture loading.
5. Ensure usability of existing underground wiring.
6. Provide a source of water such as a fire hydrant or 2" water line for foundation excavation. Pay for all fees associated with the water access and usage.
7. Provide area on site for disposal of spoils from foundation excavation.
8. Provide area on site for storage containers and laydown.
9. Pay any necessary power company fees and requirements.
10. Pay all permitting fees.
11. Provide any existing as-built documents or drawings.

Musco Responsibilities:

1. Provide required fixtures, electrical enclosures, mounts, hardware, wire harnesses, and control cabinets.
2. Provide fixture layout and aiming diagram.
3. Provide Project Management as required.
4. Assist our installing subcontractor and ensure our responsibilities are satisfied.

Musco Subcontractor Responsibilities:

General:

1. Obtain any required permitting.
2. Contact the facility owner/manager to confirm the existing private underground utilities and irrigation systems have been located and are clearly marked to avoid damage from construction equipment. Repair any damage made during construction.
3. Provide labor, equipment, and materials to off load equipment at jobsite per scheduled delivery.
4. Provide storage containers for material, (including electrical components enclosures), as needed.
5. Provide necessary waste disposal and daily clean up.
6. Provide adequate security to protect Musco delivered products from theft, vandalism, or damage during the installation.
7. Confirm the existing underground utilities and irrigation systems have been located and are clearly marked to avoid damage from construction equipment. Repair any damage made during construction.



8. Keep all heavy equipment off playing fields when possible. Repair damage to grounds which exceeds that which would be expected. Indentations caused by heavy equipment traveling over dry ground would be an example of expected damage. Ruts and sod damage caused by equipment traveling over wet grounds would be an example of damage requiring repair.
9. Provide startup and aiming as required to provide complete and operating sports lighting system.
10. Installation to commence upon delivery and proceed without interruption until complete. Musco to be immediately notified of any breaks in schedule or delays.

Demolition:

1. Remove and dispose of the existing lighting fixtures and electrical enclosures on 6 poles. This will include the recycling of lamps, aluminum reflectors, ballast, and steel as necessary.
2. Leave existing grounds and power feed in place for connection to new lighting equipment.

Retrofit Musco Equipment to Existing Poles:

1. Provide labor, materials, and equipment to assemble and install Musco TLC for LED® equipment on existing poles and terminate grounding and power feed. Power feed may need to be reworked to adapt to the new Musco equipment.
2. Ensure grounding components meet minimum standards required by NEC and NFPA780.
3. For concrete poles provide new lightning down conductor(aluminum) and 5/8" copper ground rod. For poles 75' or less use 1/0 AWG, poles over 75' use 4/0 AWG conductor.
4. Down conductor shall be converted to copper wire for any underground runs and bonded to ground rod(s).
5. Ensure all Musco components are bonded to both equipment and lightning grounds. No upward sweeps allowed for lightning down conductor or bonding jumper(s). See installation instructions for further information.
6. Test ground resistance with 3-point megger and confirm 25 ohms or less for each pole. Install additional ground rods or create grounding grid until resistance of 25 ohms or less is achieved.

Electrical:

1. Provide sealed Electrical Plans. (If required)
2. Provide materials, and equipment to upgrade existing electrical service panels as required.
3. Provide materials, and equipment to reuse existing electrical wiring as permitted.

Control System:

1. Provide labor, equipment, and materials to install one (1) Musco Control and Monitoring cabinet and terminate all necessary wiring.
2. Provide a dedicated 120 V 20 A controls circuit or a step-down transformer for 120 V control circuit if not available.
3. Check all zones to make sure they work in both auto and manual mode.
4. Commission Control-Link® by contacting Control-Link Central™ at 877-347-3319.

Payment Terms

Net 30 days for materials and progressive payments for labor.



Delivery Timing

8 - 10 weeks for delivery of materials to the job site from the time of order, submittal approval, and confirmation of order details including voltage, phase, and pole locations.

Due to the built-in custom light control per luminaire, pole locations need to be confirmed prior to production. Changes to pole locations after the product is sent to production could result in additional charges.

Notes

Quote is based on:

- Shipment of entire project together to one location.
- 480 Volt, 3 Phase electrical system requirement.
- Owner is responsible for getting electrical power to the site, coordination with the utility, and any power company fees.
- Confirmation of pole locations prior to production.
- Product assurance and warranty program is contingent upon site review and compatibility with Musco's lighting system
- The owner of the field is responsible for the structural integrity of the existing poles.

Thank you for considering Musco for your lighting needs. Please contact me with any questions or if you need additional details.



Jason Frucht
Sales Representative
Musco Sports Lighting, LLC
Phone: 954-732-5674
E-mail: jason.frucht@musco.com



Quote

Date: January 11, 2022
To: City of Fort Lauderdale

Project: Joseph Carter Park
Fort Lauderdale, FL

Clay County RFP 18/19-2

Quotation Price – Materials Delivered to Job Site & Fixture Installation

Stadium - Track & South Fields\$ 573,500.00

All purchase orders should note the following:

Clay County RFP 18/19-2

Sales tax, permitting fees, and bonding are not included.

Pricing furnished is effective for 90 days unless otherwise noted and is considered confidential

Field Description	Quantity	Pricing Per Clay County	Extended Price
(Section I A) Football Field – 360' by 160' – 120' Setback – 50 Footcandles	1	\$187,300.00	\$187,300.00
(Section I C) Additional Lighting for security, special areas, replacing fixtures on existing poles or non-standard field sizes & pole locations – Track Fixtures	12	\$3,500.00	\$42,000.00
(Section I A) Baseball / Softball Field – 60' Base Path - 200' Radius – 50 / 30 Footcandles	1	\$78,800	\$78,800
(Section I A) Baseball / Softball Field – 60' Base Path - 300 Radius – 50 / 30 Footcandles	1	\$134,300.00	\$134,300.00
(Section III G) Installation of Fixtures on Existing Poles	20	\$6,000.00	\$120,000.00
(Section IV C b) Installation of Contactor Cabinet	1	\$8,650.00	\$8,650.00
(Section IV E 1) Pole Grounding	20	\$900.00	\$18,000.00
(Section V A 1) Electrical Engineering	1	\$6,600.00	\$6,600.00
(Section V F) Project Management	1	\$6,000.00	\$6,000.00
Deduct / Design Parameters / Labor			28,150.00
Total			\$573,500.00

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- Disconnects
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3. Locate and mark field reference points per Musco supplied layout. (i.e. home plate, center of FB field).
4. Ensure existing poles are structurally adequate to handle new fixture loading.
5. Ensure usability of existing underground wiring.
6. Provide a source of water such as a fire hydrant or 2" water line for foundation excavation. Pay for all fees associated with the water access and usage.
7. Provide area on site for storage containers and laydown.
8. Pay any necessary power company fees and requirements.
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Musco Responsibilities:

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2. Contact the facility owner/manager to confirm the existing private underground utilities and irrigation systems have been located and are clearly marked to avoid damage from construction equipment. Repair any damage made during construction.
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3. Provide materials, and equipment to reuse existing electrical wiring as permitted.



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Control System:

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Thank you for considering Musco for your lighting needs. Please contact me with any questions or if you need additional details.



Jason Frucht
Sales Representative
Musco Sports Lighting, LLC
Phone: 954-732-5674
E-mail: jason.frucht@musco.com

