

RESOLUTION NO. 23-

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA, APPROVING AND RATIFYING A SECOND ADDENDUM TO AN AGREEMENT WITH MUSCO SPORTS LIGHTING, LLC FOR THE PURCHASE, DELIVERY AND INSTALLATION OF ADDITIONAL EQUIPMENT AND AMENITIES FOR VARIOUS PARKS AND PLAYGROUNDS IN THE AMOUNT OF ONE HUNDRED SIXTY-FIVE THOUSAND DOLLARS (\$165,000); AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the athletic field lighting in many of the City parks is outdated and inefficient and, in many cases, manufacturers are no longer making replacement fixtures, which result in lower lighting levels and dangerous playing conditions; and

WHEREAS, on June 15 2021, the City Commission approved a project to upgrade athletic field lighting at the following eight (8) different parks for a total the amount of \$4,124,495.00: Bayview, Croissant, Floranada, Florence C. Hardy, Holiday, Mills Pond, Osswald, and Sunset (CAM #21-0554); and

WHEREAS, on April 5, 2022, the City Commission approved the first addendum to an agreement with Musco Sports Lighting, LLC, in the amount of \$709,000.00 for the purchase, delivery and installation of sports lighting equipment at two (2) additional park locations (Joseph C. Carter and Holiday Park (Pickleball & Roller Hockey) (CAM #22-0153); and

WHEREAS, the City staff identified certain field lighting improvements are needed at George English Park to upgrade the existing light fixtures to LED which will result in a 40% to 60% decrease in electricity usage, increased lighting levels and safety, as well as reduced maintenance costs; and

WHEREAS, on May 16, 2022, the City received a quote from Musco Sports Lighting, LLC, for an estimated total amount of One Hundred Sixty-Five Thousand Dollars (\$165,000.00) via the Clay County Contract 18/19-2, for the purchase, delivery and installation of the new light fixtures and associated control systems; and

WHEREAS, pursuant to Section 2-181(f)(5)(b) of the City Code, the City may piggyback a contract entered into by another governmental or public entity and a provider of supplies or services required by the City, if the Chief Procurement Officer determines that it is practicable and advantageous for the City to employ this method of procurement; and

WHEREAS, the Chief Procurement Officer has determined that it would be practicable and advantageous for the City to piggyback the Clay County Contract No. 18/19-2 with Musco Sports Lighting, LLC, for the purchase, delivery and installation of additional equipment and amenities at George English Park for an estimated amount of \$165,000, and on August 18, 2022, City Manager approved a second addendum to the piggyback contract between the City of Fort Lauderdale and Musco Sports Lighting, LLC, in an amount of \$165,000 via the Clay County Contract 18/19, which is attached hereto and identified as **Exhibit 1**; and

WHEREAS, the City Commission wish to approve and ratify the second addendum to the piggyback contract entered into by and between the City of Fort Lauderdale and Musco Sports Lighting, LLC, for the purchase, delivery and installation of additional equipment and amenities at George English Park for an estimated amount of \$165,000 via the Clay County Contract 18/19, in substantially the form attached as **Exhibit 1**.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA:

SECTION 1. That the second addendum to a contract entered into by and between the City of Fort Lauderdale and Musco Sports Lighting, LLC, for the purchase, delivery and installation of additional equipment and amenities at George English Park for an estimated amount of \$165,000 via the Clay County Contract 18/19, in substantially the form attached as **Exhibit 1**, is hereby approved and ratified.

SECTION 2. That this Resolution shall be in full force and effect upon final adoption.

ADOPTED this ____ day of _____, 2023.

Mayor
DEAN J. TRANTALIS

ATTEST:

City Clerk
DAVID R. SOLOMAN

APPROVED AS TO FORM:

Interim City Attorney
D'WAYNE M. SPENCE

Dean J. Trantalis _____
John C. Herbst _____
Steven Glassman _____
Pamela Peasley-Pittman _____
Warren Sturman _____

EXHIBIT 1

SECOND 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, on March 31, 2022, Clay County renewed its contract with Contractor for an additional one (1) year term; and

WHEREAS, on May 26, 2022, City renewed its contract with Contractor for an additional one (1) year term, through May 27, 2023; and

WHEREAS, City is in need of additional equipment and amenities for various parks and playgrounds; and

WHEREAS, Contractor has submitted a quote dated May 16, 2022, for the purchase, delivery and installation of various equipment and amenities for parks and playgrounds in accordance with the terms and conditions set forth in the Contract.

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

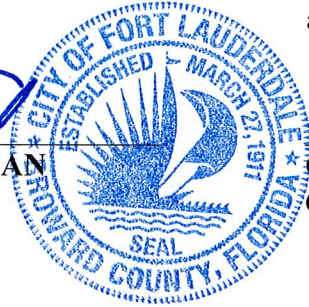
1. The foregoing recitals are true and correct and incorporated herein by this reference.
2. City agrees to purchase from Contractor, and Contractor agrees to sell, deliver and install, various equipment and amenities for parks and playgrounds, at the same price term outlined in Contractor’s quote dated May 16, 2022, and subject to the availability of funds appropriated in the current fiscal period, unless otherwise provided by law.
3. Contractor’s quote dated May 16, 2022, is attached hereto and incorporated herein as “Exhibit A.”
4. All other terms, conditions, and specifications of the Contract are unchanged.

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

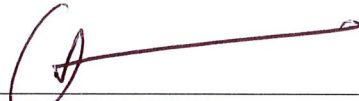
ATTEST:



DAVID R. SOLOMAN
City Clerk



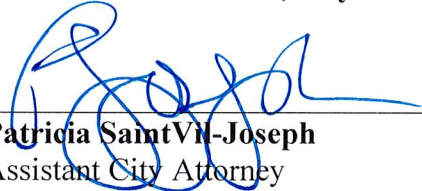
CITY OF FORT LAUDERDALE
a Florida municipal corporation



GREG CHAVARRIA
City Manager

Approved as to form:

ALAIN E. BOILEAU, City Attorney



Patricia Saint-Vincent-Joseph
Assistant City Attorney

CONTRACTOR

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

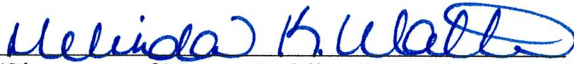
By: 
James M. Hansen, Secretary / Manager

CORPORATE SEAL

STATE OF IOWA :

COUNTY OF MAHASKA :

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 18th day of August, 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 Iowa)


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

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

Quote

Date: May 16, 2022
To: City of Fort Lauderdale

Project: George English Park
Fort Lauderdale

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

Softball Field Lighting.....\$ 165,000.00

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 60 days unless otherwise noted

Field Description	Quantity	Pricing Per Clay County	Extended Price
(Section I) Baseball / Softball – 250' Radius – SportsCluster – 50 / 30 Footcandles	1	\$103,000.00	\$103,000.00
(Section III G) Installation of Fixtures on Existing Poles	6	\$6,000.00	\$36,000.00
(Section IV C a) Installation of Contactor Cabinet	1	\$5,750.00	\$5,750.00
(Section IV D 1) Lightning Protection	6	\$1,200.00	\$7,200.00
(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			\$4,950.00
Total			\$165,000.00



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

- Product assurance and warranty program that covers materials and onsite labor, eliminating 100% of your maintenance costs for 10 years (Softball) and 25 years (Tennis)
- 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 area on site for disposal of spoils from foundation excavation.
7. Provide area on site for storage containers and laydown.
8. Pay any necessary power company fees and requirements.
9. Pay all permitting fees.
10. 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 your local U-dig for locating underground utilities and confirm they have been clearly marked.
3. 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.
4. Provide labor, equipment, and materials to off load equipment at jobsite per scheduled delivery.
5. Provide storage containers for material, (including electrical components enclosures), as needed.
6. Provide necessary waste disposal and daily clean up.
7. Provide adequate security to protect Musco delivered products from theft, vandalism, or damage during the installation.
8. 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.
9. 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.
10. Provide startup and aiming as required to provide complete and operating sports lighting system.
11. 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. Leave existing power feed in place for connection to new pole locations.
2. 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.

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 converter 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 materials, and equipment to upgrade existing electrical service panels as required.
2. Provide materials, and equipment to reuse existing electrical wiring as permitted. Where necessary, extend circuits, install all underground conduit, wiring, pull boxes, etc. and terminate wiring per electrical design.
3. Provide as built drawings on completion of installation.
4. Provide materials, and equipment to reuse existing electrical wiring as permitted.

Control System:

1. Provide labor, equipment, and materials to install 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 - 12 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.
- Structural code and wind speed = 2020 FBC, 170 mi/h, Exposure HVHZ, Importance Factor II.
- Owner is responsible for getting electrical power to the site, coordination with the utility, and any power company fees.
- 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

