

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

THIS AGREEMENT, made and entered into this _____ day of _____, 2021, is by and between the City of Fort Lauderdale, a Florida municipality ("City"), whose address is 100 North Andrews Avenue, Fort Lauderdale, FL 33301-1016, and **Musco Sports Lighting, LLC**, an Iowa limited liability company authorized to transact business in Florida ("Contractor"), whose address is **100 1st Avenue West, Oskaloosa, Iowa 52577, Email: musco.contracts@musco.com, Phone: 800-825-6030.**

WHEREAS, the City and the Contractor wish to enter into an agreement for **VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS** based on an agreement between the Contractor and **CLAY COUNTY, Florida ("Clay County Contract 18/19-2")**.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the City and the Contractor covenant and agree as follows:

1. The Contractor agrees to provide to the City **VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS** at the price and terms set forth in the **Contractor's Sports Lighting Bid Sheet for Clay County Contract 18/19-2**.

2. This Agreement shall be coterminous with the **Clay County Contract 18/19-2**, which ends its initial three-year term on **May 27, 2022**, with the option to renew for two additional one-year terms.

3. Except with regard to the proposal solicitation process, the terms "**Clay County, Florida**" as set forth in the **Clay County Contract 18/19-2**, where the context permits, mean the City.

4. Notice to the City shall be as follows:

City Manager
City of Fort Lauderdale
100 North Andrews Avenue, 7th Floor
Fort Lauderdale, Florida 33301

5. The City's Insurance Requirements and General Terms and Conditions, which are attached hereto, are incorporated herein.

6. The Contractor's **Quote**, dated April 20, 2021, is attached hereto and incorporated herein.

7. In the event of a conflict between or among the contract documents or any ambiguity or missing specifications or instruction, the following priority is established:

- A. First, specific direction from the City's city manager (or designee).
- B. Second, this Agreement for **VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS**
- C. Third, the City's General Conditions and Insurance Requirements.
- D. Fourth, the Cooperative **Clay County Contract 18/19-2**.

8. The City may cancel this Contract upon written notice to the Contractor in the event the Contractor fails to perform the services as described in this Contract within 30 days following written notice to the Contractor.

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IN WITNESS WHEREOF, the City and the Contractor execute this Contract as follows:

ATTEST:

CITY OF FORT LAUDERDALE

Jeffrey A. Modarelli, City Clerk

By: _____
Christopher J. Lagerbloom, ICMA-CM
City Manager

Approved as to form:

By: _____
Tania Marie Amar, Assistant City Attorney

WITNESSES:

**MUSCO SPORTS LIGHTING, LLC, an IOWA
limited liability company**

Signature

By: _____
Joe Crookham, Manager

Print Name

Signature

Print Name

(Corporate Seal)

STATE OF FLORIDA:
COUNTY OF _____:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2021, by Joe Crookham as Manager for **MUSCO SPORTS LIGHTING, LLC**, an Iowa limited liability company authorized to transact business in Florida.

SEAL

Notary Public, State of Florida
(Signature of Notary Public)

Print, Type, or Stamp Commissioned Name
of Notary Public

Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____

CITY OF FORT LAUDERDALE

INSURANCE REQUIREMENTS

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Contractor, at the Contractor's sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Contractor. The Contractor shall provide the City a certificate of insurance evidencing such coverage. The Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under this Agreement. All insurance policies shall be from insurers authorized to write insurance policies in the State of Florida and that possess an A.M. Best rating of A-, VII or better. All insurance policies are subject to approval by the City's Risk Manager.

The coverages, limits, and endorsements required herein protect the interests of the City, and these coverages, limits, and endorsements may not be relied upon by the Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposure, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

The following insurance policies and coverages are required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for Contractual Liability and Independent Contractors.

The City and the City's officers, employees, and volunteers are to be covered as additional insureds with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City or the City's officers, employees, and volunteers.

Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than

\$1,000,000 combined single limit each accident.

If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against the City and the City's officers, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

Insurance Certificate Requirements

- a. The Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Agreement.
- b. The Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term goes beyond the expiration date of the insurance policy, the Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- g. The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Contract number, event dates, or other identifying

reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

The Contractor has the sole responsibility for the payment of all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Contractor's expense.

If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

The Contractor's insurance coverage shall be primary insurance as applied to the City and the City's officers, employees, and volunteers. Any insurance or self-insurance maintained by the City covering the City, the City's officers, employees, or volunteers shall be non-contributory.

Any exclusion or provision in the insurance maintained by the Contractor that excludes coverage for work contemplated in this Agreement shall be unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

The Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement shall be provided to the Contractor's insurance company or companies and the City's Risk Management office as soon as practical.

It is the Contractor's responsibility to ensure that any and all of the Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

CITY OF FORT LAUDERDALE

GENERAL CONDITIONS for PIGGYBACK & CO-OP CONTRACTS

These conditions are standard for all piggyback, local, state, or national cooperative procurement organization, federal General Services Administration, and State of Florida contracts for the purchase of goods or services by the City of Fort Lauderdale.

PART I CONDITIONS:

- 1.01 **DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.02 **PACKING SLIPS:** It will be the responsibility of the Contractor to attach all packing slips to the **OUTSIDE** of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.
- 1.03 **PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms will be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last.
- 1.04 **MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

- 1.05 **MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION:** It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their

past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he or she will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

1.06 SCRUTINIZED COMPANIES

As a condition precedent to the effectiveness of any contract for goods or services of \$1 million or more and as a condition precedent to the renewal of any contract for goods or services of \$1 million or more, subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the “Cuba Amendment,” the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2018), as may be amended or revised. As a condition precedent to any contract for goods or services of any amount and as a condition precedent to the renewal of any contract for goods or services of any amount, the Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2018), and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City’s option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2018), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2018), as may be amended or revised, or is engaged in a boycott of Israel, or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2018), as may be amended or revised.

1.07 DEBARRED OR SUSPENDED CONTRACTORS

The Contractor certifies that neither it nor any of its principals or subcontractors are presently debarred or suspended by any federal department or agency.

Part II TAXES:

- 2.01 TAXES: The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.

PART III BONDS AND INSURANCE

- 3.01 PERFORMANCE BOND: If a performance bond is required by the Contract, as a condition precedent to the effectiveness of the Agreement, the Contractor shall within fifteen (15) working days after the commencement date of the Contract, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in the Contract as surety for faithful performance under the terms and conditions of the Contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

Acknowledgement and agreement are given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

- 3.02 INSURANCE: The Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in the Contract.

The Contractor shall provide to the Procurement Services Division original certificates of coverage and receive notification of approval of those certificates by the City’s Risk Manager prior to engaging in any activities under this contract. The Contractor’s insurance is subject to the approval of the City’s Risk Manager. The certificates must list the City as an ADDITIONAL INSURED for General Liability Insurance and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City’s Risk Manager if circumstances change, or adequate protection of the City is not presented. The Contractor agrees to abide by such modifications.

PART IV PURCHASE ORDER AND CONTRACT TERMS:

- 4.01 **COMPLIANCE WITH SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance with contract specifications. Items delivered which do not conform to Contract specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:
- Contractor's name being removed from the City's bidder's mailing list for a specified period and Contractor will not be recommended for any contract during that period.
 - All City Departments being advised to refrain from doing business with the Contractor.
 - All other remedies in law or equity.
- 4.02 **ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered pursuant to the Contract shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the Contract, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.
- 4.03 **SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended.
- 4.04 **ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Contractor certifies that Contractor will supply only material or equipment that is 100% asbestos free.
- 4.05 **VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.
- 4.06 **INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in the Contract, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 4.07 **INDEMNITY/HOLD HARMLESS AGREEMENT:** Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.
- 4.08 **TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason

of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.

- 4.09 **TERMINATION FOR CONVENIENCE:** The City reserves the right, in the City's best interest as determined by the City, to cancel the contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 4.10 **CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 4.11 **RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports, and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The Contractor agrees to make available to the City Auditor or the City Auditor's designee, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports, and records relating to this contract. The Contractor shall retain all books of account, reports, and records relating to this contract for the duration of the contract and for three years after the final payment under this Agreement, until all pending audits, investigations or litigation matters relating to the contract are closed, or until expiration of the records retention period prescribed by Florida law or the records retention schedules adopted by the Division of Library and Information Services of the Florida Department of State, whichever is later.
- 4.12 **PERMITS, TAXES, LICENSES:** The successful Contractor shall, at Contractor's own expense, obtain all necessary permits, pay all licenses, fees, and taxes, required to comply with all local ordinances, state and federal laws, rules, and regulations applicable to business to be carried out under this contract.
- 4.13 **LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.

NON-DISCRIMINATION: The Contractor shall not, in any of its activities, including employment, discriminate against any individual on the basis of race, color, national origin, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, or marital status.

The following subparagraphs apply to any contract for the purchase of goods or services exceeding one hundred thousand dollars (\$100,000.00):

1. The Contractor certifies and represents that the Contractor will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2019), as may be amended or revised, ("Section 2-187").
 2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
 3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
 4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
 5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.
- 4.14 **UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:

1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve Contractor of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default, and disqualifying Contractor from receiving any business from the City for a stated period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

- 4.15 **ELIGIBILITY:** If applicable, the Contractor must first register with the Florida Department of State in accordance with Florida Statutes, prior to entering into a contract with the City.
- 4.16 **PATENTS AND ROYALTIES:** The Contractor, without exception, shall defend, indemnify, and hold harmless the City and the City's employees, officers, employees, volunteers, and agents from and against liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including their use by the City. If the Contractor uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the bid prices shall include any and all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 4.17 **ASSIGNMENT:** Contractor shall not transfer or assign the performance required by the Contract without the prior written consent of the City. The Contract and the monies which may become due hereunder are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original approval.
- 4.18 **GOVERNING LAW; VENUE:** The Contract shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of the Contract, and for any other legal proceeding, shall be in the courts in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida.
- 4.19 **PUBLIC RECORDS**

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PRRCONTRACT@FORTLAUDERDALE.GOV, 954-828-5002, CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301.

Contractor shall comply with public records laws, and Contractor shall:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2018), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.

4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

4.20 WARRANTIES OF USAGE: Any quantities listed in this Contract are estimates. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

Date: April 20, 2021
To: City of Fort Lauderdale

Project: Sunset Park
Fort Lauderdale, FL

Clay County RFP 18/19-2

Quotation Price – Materials Delivered to Job Site and Installation

Multipurpose Field & Covered Basketball - \$ 300,000

Sales tax, bonding, and permit 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 A) Soccer 330' by 200' – 30' Setback – 30 FC – SportCluster	2	90,600.00	\$181,200.00
(Section I A) Basketball – Indoor	2	\$25,500.00	\$51,000.00
(Section III G) Installation of Fixtures on Existing Poles	17	\$6,000.00	\$102,000.00
(Section III I) Retrofit existing Gymnasium w/ LED	24	\$750.00	\$18,000.00
(Section IV C b) Installation of Contactor Cabinet -72"	1	\$8,650.00	\$8,650.00
(Section IV E 1) Pole Grounding – 70' and Below	17	\$900.00	\$15,300.00
(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			\$88,750.00
Total			\$300,000.00

SportsCluster™ System with Total Light Control – TLC for LED® technology

Guaranteed Lighting Performance

- Guaranteed light levels and uniformity

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

Supplemental Lighting

- Covered Basketball - KBL high-bay luminaires
- 10-year materials and onsite labor warranty on supplemental lighting

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 storage containers and laydown.
7. Pay any necessary power company fees and requirements.
8. Pay all permitting fees.
9. 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: All Parks

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 17 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 Musco Control and Monitoring cabinets 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.



Retrofit Musco Equipment in Covered Basketball Courts:

1. Provide labor, materials, and equipment to assemble and install new LED lighting equipment to existing mounts and terminate grounding and power feed. Power feed may need to be reworked to adapt to the new Musco equipment.

Payment Terms

Net 30 days for materials and progressive payments for labor.

Delivery Timing

6 - 8 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.
- Existing Voltage and 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



Date: April 20, 2021
To: City of Fort Lauderdale

Project: Bayview Park
Fort Lauderdale, FL

Clay County RFP 18/19-2

Quotation Price – Materials Delivered to Job Site and Installation

Baseball, Softball, Tennis 1-2, Basketball, & Batting Cages \$ 350,000

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 A) Baseball / Softball – SportsCluster – 60' Base Paths – 200' Radius – 50 / 30 Footcandles	1	\$78,800.00	\$78,800.00
(Section I A) Baseball / Softball – SportsCluster – 90' Base Paths – 300' Radius - 50 / 30 Footcandles	1	\$147,400.00	\$147,400.00
(Section I C) Additional Lighting for security, special areas, replacing fixtures on existing poles or non-standard field sizes & pole locations – Batting Cage Lighting	2	\$3,500.00	\$7,000.00
(Section I A) Tennis - SportsCluster – 50 Footcandles – 2 Courts	1	\$49,400.00	\$49,400.00
(Section I A) Basketball Courts 50 Footcandles – 2 Courts	1	\$44,300.00	\$44,300.00
(Section III G) Installation of Fixtures on Existing Poles	16	\$6,000.00	\$96,000.00
(Section IV C a) Installation of Contactor Cabinet – 48"	3	\$5,750.00	\$17,250.00
(Section IV E 1) Pole Grounding – 70' and Below	16	\$900.00	\$14,400.00
(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			\$117,150.00
Total			\$350,000



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 area on site for storage containers and laydown.
7. Pay all permitting fees.
8. 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: All Parks

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 16 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 (3) Musco Control and Monitoring cabinets 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

6 - 8 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.
- 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



Date: April 20, 2021
To: City of Fort Lauderdale

Project: Croissant Park
Fort Lauderdale, FL

Clay County RFP 18/19-2

Quotation Price – Materials Delivered to Job Site and Installation

Softball/ Soccer / Football Field, & Gym\$ 295,000.00

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 A) Football 360' by 160' – 50' Setback – 30 FC – SportsCluster	1	\$106,100.00	\$106,100.00
(Section I A) Baseball / Softball 60' Base Path – 200' Radius – 50 / 30 FC– SportsCluster	1	\$78,800.00	\$78,800.00
(Section I A) Basketball – Indoor	1	\$25,500.00	\$25,500.00
(Section I C) Additional Lighting for security, special areas, replacing fixtures on existing poles or non-standard field sizes & pole locations – Security Lighting	4	\$3,500.00	\$14,000.00
(Section III G) Installation of Fixtures on Existing Poles	9	\$6,000.00	\$54,000.00
(Section III I) Retrofit existing Gymnasium w/ LED	16	\$750.00	\$12,000.00
(Section IV C b) Installation of Contactor Cabinet – 72"	2	\$5,750.00	\$11,500.00
(Section IV E 1) Pole Grounding -70' and Below	9	\$900.00	\$8,100.00
(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			\$27,600.00
Total			\$295,000.00

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 [SportsCluster System] [Light-Structure System Retrofit]

- 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



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

Supplemental Lighting

- KBL high-bay luminaires
- 10-year materials and onsite labor warranty on supplemental lighting

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 storage containers and laydown.
7. Pay any necessary power company fees and requirements.
8. Pay all permitting fees.
9. 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: All Parks

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 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 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.

Retrofit Musco Equipment in Rec Center:

1. Provide labor, materials, and equipment to assemble and install new LED lighting equipment to existing mounts and terminate grounding and power feed. Power feed may need to be reworked to adapt to the new Musco equipment.

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.



Quote

Control System:

1. Provide labor, equipment, and materials to install 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

6 - 8 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.
- Existing Voltage / 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



Date: April 20, 2021
To: City of Fort Lauderdale

Project: Floranada Park
Fort Lauderdale, FL

Clay County RFP 18/19-2

Quotation Price – Materials Delivered to Job Site and Installation

Baseball / Softball Fields\$ 227,700

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 A) Baseball / Softball – SportsCluster – 60' Base Paths – 200' Radius – 50 / 30 Footcandle	1	\$78,800.00	\$78,800.00
(Section I A) Baseball / Softball – SportsCluster – 60' Base Paths – 220' Radius – 50 / 30 Footcandle	1	\$92,100.00	\$92,100.00
(Section III G) Installation of Fixtures on Existing Poles	8	\$6,000.00	\$48,000.00
(Section IV C b) Installation of Contactor Cabinet - 72"	1	\$8,650.00	\$8,650.00
(Section IV E 1) Pole Grounding – 70' and Below	8	\$900.00	\$7,200.00
(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			\$19,650.00
Total			\$227,700

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

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 area on site for storage containers and laydown.
7. Pay all permitting fees.
8. 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: All Parks

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 8 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 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 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 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

6 - 8 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



Date: April 20, 2021
To: City of Fort Lauderdale

Project: Hardy Park
Fort Lauderdale, FL

Clay County RFP 18/19-2

Quotation Price – Materials Delivered to Job Site and Installation

Tennis Courts, Multipurpose Field, & Playground\$ 350,000.00

Sales tax, bonding, and permit 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 A) Soccer Fields – 330' by 200' 30' Setback – 30 Footcandles – SportsCluster	1	\$90,600.00	\$90,600.00
(Section I A) Soccer Fields – 330' by 200' 30' Setback – 30 Footcandles – Light Structure	1	\$166,000.00	\$166,000.00
(Section I A) Tennis – 2 Courts – 50 Footcandles SportsCluster	2	\$49,400.00	\$98,800.00
(Section I C) Additional Lighting for security, special areas, replacing fixtures on existing poles or non-standard field sizes & pole locations – Playground Lighting	2	\$3,500.00	\$7,000.00
(Section III A) Pole Installation – 60'	4	\$4,600.00	\$18,400.00
(Section III G) Installation of Fixtures on Existing Poles	8	\$6,000.00	\$48,000.00
(Section IV C a) Installation of Contactor Cabinet – 48"	2	\$5,750.00	\$11,500.00
(Section IV E 1) Pole Grounding – 70' and Below	8	\$900.00	\$7,200.00
(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			\$110,100.00
Total			\$350,000.00



SportsCluster™ System with Total Light Control – TLC for LED® technology

Guaranteed Lighting Performance

- Guaranteed light levels and uniformity

System Description (Multipurpose Poles P9, P10, P11, P12)

- Pre-cast concrete bases with integrated lightning grounding
- Galvanized steel poles
- Factory wired and tested remote electrical component enclosures
- Pole length, factory assembled wire harnesses
- Factory wired poletop luminaire assemblies
- Factory aimed and assembled luminaires

System Description (Multipurpose Poles P7, P8, Tennis 1-2, 3-4)

- Factory wired poletop luminaire assemblies
- Factory aimed and assembled 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
- UL Listed assemblies

Environmental Light Control

- Spill light minimized
- Off-site glare light minimized

Control Systems and Services

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 (Tennis) and 25 years (Multipurpose/Playground)
- 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: All Parks

General:

1. Obtain any required permitting.
2. Contact your local utility 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. Remove and dispose of (6) existing multipurpose field lighting poles, luminaires, and electrical component enclosures. This will include the recycling of lamps, aluminum reflectors, ballast and steel as necessary.
2. Remove and dispose of the existing lighting fixtures and electrical enclosures on 8 poles. This will include the recycling of lamps, aluminum reflectors, ballast, and steel as necessary.
3. 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.

Foundations, Poles, and Luminares:

1. Mark and confirm pole locations per the aiming diagram provided. If there are any issues, immediately notify your Musco Project Manager.
2. Provide labor, materials, and equipment to install 4 LSS foundations as specified on Layout and per the stamped foundation drawings, if applicable.
3. Remove spoils to owner designated location at jobsite.
4. Provide labor, materials, and equipment to assemble Musco TLC-LED luminaires, electrical component enclosures, poles, and pole harnesses.
5. Provide labor, equipment, and materials to erect 4 dressed LSS Poles and aim utilizing the pole alignment beam.

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. Where necessary, extend circuits, install all underground conduit, wiring, pull boxes, etc. and terminate wiring per electrical design.
4. Provide as built drawings on completion of installation.

Control System:

1. Provide labor, equipment, and materials to install 2 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

6 - 8 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.
- Existing voltage / phase electrical system requirement.
- Owner is responsible for getting electrical power to the site, coordination with the utility, and any power company fees.
- Standard soil conditions – rock, bottomless, wet or unsuitable soil may require additional engineering, special installation methods and additional cost.
- 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

Date: April 20, 2021
To: City of Fort Lauderdale

Project: Holiday Park
Fort Lauderdale, FL

Clay County RFP 18/19-2

Quotation Price – Materials Delivered to Job Site and Installation

(2) Soccer / Football Fields, (1) Multipurpose Area, (5) Baseball Fields, Batting Cages, Bullpens, Security Area

..... **\$ 1,245,000.00**

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 A) Football Field – 360' by 160' – 50' Setback – 30 Footcandles	2	\$106,100.00	\$212,200.00
(Section I A) Soccer Field – 360' by 210' – 30' Setback – 30 Footcandles	2	\$90,600.00	\$181,200.00
(Section I A) Baseball / Softball Field – 60' Base Path - 200' Radius – 50 / 30 Footcandles	5	\$78,800	\$394,000.00
(Section I A) Baseball / Softball Field – 90' Base Path - 325 Radius – 50 / 30 Footcandles	1	\$159,500.00	\$159,500.00
(Section I C) Additional Lighting for security, special areas, Replacing fixtures on existing poles or non-standard field sizes & pole locations – Security Lighting	8	\$3,500.00	\$28,000.00
(Section III G) Installation of Fixtures on Existing Poles	46	\$6,000.00	\$276,000.00
(Section IV C b) Installation of Contactor Cabinet -72"	4	\$8,650.00	\$34,600.00
(Section IV E 1) Pole Grounding – 70' and below	46	\$900.00	\$41,400.00
(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			\$94,500.00
Total			\$1,245,000



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: All Parks

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 46 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 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 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 3 Musco Control and Monitoring cabinets 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

6 - 8 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



Date: April 20, 2021
To: City of Fort Lauderdale

Project: Mills Pond Park Soccer
Fort Lauderdale, FL

Clay County RFP 18/19-2

Quotation Price – Materials Delivered to Job Site and Installation

3 Soccer / Football Fields & Security\$ 480,645

Sales tax, bonding, and permit 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 A) Football Field – 70' Setback – 30 Footcandles – SportsCluster	3	\$118,400.00	\$355,200.00
(Section I C) Additional Lighting for security, special areas, replacing fixtures on existing poles or non-standard field sizes & pol locations – Security Lighting	2	\$3,500.00	\$7,000.00
(Section III G) Installation of Fixtures on Existing Poles	12	\$6,000.00	\$72,000.00
(Section IV C b) Installation of Contactor Cabinet – 72"	2	\$8,650.00	\$17,300.00
(Section IV E 2) Pole Grounding – 80' and above	12	\$1,4500.00	\$17,400.00
(Section V A 3) Electrical Engineering	1	\$15,900.00	\$15,900.00
(Section V F) Project Management	1	\$6,000.00	\$6,000.00
Deduct / Design Parameters / Labor			\$4,155.00
Total			480,645.00

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 area on site for storage containers and laydown.
7. Pay any necessary power company fees and requirements.
8. Pay all permitting fees.
9. 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: All Parks

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 12 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 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

6 - 8 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.
- Existing voltage / 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



Date: April 20, 2021
To: City of Fort Lauderdale

Project: Osswald Park
Fort Lauderdale, FL

Clay County RFP 18/19-2

Quotation Price – Materials Delivered to Job Site and Installation

Baseball / Soccer Fields, Tennis 1-2, Basketball Courts, & Par 3 \$ 876,150.00

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 A) Soccer 330' by 200' – 30' Setback – 30 FC – SportsCluster	4	\$90,600.00	\$362,400.00
(Section I A) Baseball / Softball 60' Base Path – 200' Radius – 50 / 30 FC– SportsCluster	2	\$78,800.00	\$157,600.00
(Section I A) Tennis – 2 Courts – 50 FC – SportCluster	1	\$49,400.00	\$49,400.00
(Section I A) Basketball – Indoor	2	\$25,500.00	\$51,000.00
(Section I C) Additional Lighting for security, special areas, replacing fixtures on existing poles or non-standard field sizes & pole locations – Golf Lighting	28	\$3,500.00	\$98,000.00
(Section III A) 40' Poles	15	\$4,150.00	\$62,250.00
(Section III G) Installation of Fixtures on Existing Poles	16	\$6,000.00	\$96,000.00
(Section III I) Retrofit existing Gymnasium w/ LED	20	\$750.00	\$15,000.00
(Section IV A) Electrical Service Option A	1	\$12,650.00	\$12,650.00
(Section IV B 3 b) Cooper Conductors	1500'	\$8.65	\$12,975.00
(Section IV B 3 c) Cooper Conductors	2600'	\$11.50	\$29,900.00
(Section IV C a) Installation of Contactor Cabinet - 48"	1	\$5,750.00	\$5,750.00
(Section IV C b) Installation of Contactor Cabinet – 72"	2	\$8,650.00	\$17,300.00
(Section IV E 1) Pole Grounding – 70' and Below	31	\$900.00	\$27,900.00
(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			-\$134,575.00
Total			\$876,150.00



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 (Par 3 “P” poles)

- Pre-cast concrete bases with integrated lightning grounding
- Galvanized steel poles
- Factory wired and tested remote electrical component enclosures
- Pole length, factory assembled wire harnesses
- Factory wired poletop luminaire assemblies
- Factory aimed and assembled luminaires, including BallTracker™ luminaires
- UL Listed assemblies

System Description (Baseball / Soccer Fields & Tennis)

- 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

Supplemental Lighting

- Par 3 - OSQ area luminaires
- Basketball - KBL high-bay luminaires
- 10-year materials and onsite labor warranty on supplemental lighting



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: All Parks

General:

1. Obtain any required permitting.
2. Contact your local udig 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. Remove and dispose of the existing lighting fixtures and electrical enclosures on 16 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.

Retrofit Musco Equipment in Covered Basketball Courts:

1. Provide labor, materials, and equipment to assemble and install new LED lighting equipment to existing mounts and terminate grounding and power feed. Power feed may need to be reworked to adapt to the new Musco equipment.

Foundations, Poles, and Luminaires:

1. Mark and confirm pole locations per the aiming diagram provided. If there are any issues, immediately notify your Musco Project Manager.
2. Provide labor, materials, and equipment to install 9 LSS foundations as specified on Layout and per the stamped foundation drawings, if applicable.
3. Remove spoils to owner designated location at jobsite.
4. Provide labor, materials, and equipment to assemble Musco TLC-LED luminaires, electrical component enclosures, poles, and pole harnesses.
5. Provide new 25' mounting height concrete poles with tenon mounts.
6. Provide labor, equipment, and materials to erect LSS Poles and new concrete poles. Aim utilizing the pole alignment beam.

Electrical:

1. Provide sealed Electrical Plans.
2. Provide materials, and equipment to upgrade existing electrical service panels at 2 locations as required.
3. Provide materials, and equipment to reuse existing electrical wiring as permitted.
4. Provide labor, materials, and equipment to install new electrical service panels for the golf course as required.
5. Provide labor, materials, and equipment to install all underground conduit, wiring, pull boxes etc. and terminate wiring per electrical design.
6. Provide as built drawings on completion of installation.



Control System:

1. Provide labor, equipment, and materials to install 3 Musco Control and Monitoring cabinets 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.

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

6 - 8 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.
- Existing Voltage/ Phase electrical system requirement.
- Owner is responsible for getting electrical power to the site, coordination with the utility, and any power company fees.
- Standard soil conditions – rock, bottomless, wet or unsuitable soil may require additional engineering, special installation methods and additional cost.
- 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.



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