



VILLAGE OF KEY BISCAINE

Office of the Village Manager

MEMORANDUM

Village Council
Robert L. Vernon, *Mayor*
Enrique Garcia, *Vice Mayor*
Michael W. Davey
Robert Gusman
Michael E. Kelly
Jorge E. Mendia
Thomas Thornton

DATE: April 5, 2010

TO: Honorable Mayor and Members of the Village Council

FROM: Genaro "Chip" Iglesias, Village Manager

A handwritten signature in black ink, appearing to read "Genaro Iglesias", is written over the "FROM" line of the memorandum.

Village Manager
Genaro "Chip" Iglesias

RE: Field Lighting Improvements for the Village Green North and South

RECOMMENDATION

It is recommended that the Village Council consider authorizing the purchase and installation of lighting improvements for the areas located on the Village Green north and south.

BACKGROUND

The Village is currently lighting the Village Green north and south using temporary field lighting. The installation of a permanent field lighting system would replace the existing temporary light towers. This replacement would result in a significantly improved quality of field lighting while reducing the spill light currently impacting the adjacent neighboring properties. In addition to the quality of lighting, the lighting system would result in significant budgetary saving over the life of the system. These lights will also address a safety issue experience by the light towers and remove the noise and exhaust pollution currently experienced by the light towers. These benefits have been experienced by the Village by using a similar system since 2004 at the St. Agnes facility.

Since incorporation the Village of Key Biscayne has determined that the playing field inventory available for athletics is deficient. Therefore, the Village has maintained playing field acquisition as a top priority. The National Recreation & Parks Association has created recommendations for communities that find their active recreational space to be deficient. These guidelines state that the community first looks to neighboring schools, churches, and park districts for additional space. It is clear that the Village has been diligent in these efforts. When these opportunities are exhausted its recommended that the municipality increase scheduling changes, reconfiguration of existing lands, expansion of existing lands, improved drainage, and lighting improvement to existing fields. The Village will again be changing schedules to better utilize fields other than the Village Green, investigating the purchase of land and reconfiguration of existing lands, and has previously improved drainage at the Key Biscayne Community School and the St. Agnes Church in addition to the lighting improvements at the St. Agnes field.

The lighting will be designed and operated with the adjacent property owners in mind. The Musco lighting is an industry leader in providing well lit fields while their patented systems greatly reduce spill light. The field will not be lit for athletic purposes past 9:00 PM. The field will only be lit past 9:00 for Village special events currently lit by rental lights. The installation of the field lighting will not increase the use of the Village Green beyond the existing utilization provided by the light towers.

This project has been included and funded in the Village's Capital Improvement Plan (CIP). The Village Green north lighting was funded in the CIP for \$180,000 with a projected project cost of \$176,000 and the Village Green south was funded in the CIP for \$202,000 with a projected project cost of \$198,980.

VILLAGE GREEN
SOUTH FIELD LIGHTING

RESOLUTION NO. 2010-

A CAPITAL PROJECT AUTHORIZING RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, CONCERNING THE PURCHASE AND INSTALLATION OF LIGHTING EQUIPMENT FOR VILLAGE GREEN SOUTH; AUTHORIZING THE PURCHASE AND INSTALLATION OF LIGHTING EQUIPMENT; AUTHORIZING AN AGREEMENT BETWEEN THE VILLAGE AND MUSCO SPORTS LIGHTING, LLC FOR SUPPLYING AND INSTALLING LIGHTING EQUIPMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 3.07(b) of the Village Charter, the Village Council desires to authorize the expenditure of Village funds for the purchase and installation of lighting equipment (the "Equipment") for field lighting at the Village Green South; and

WHEREAS, Musco Sports Lighting, LLC has submitted a Proposal to the Village in connection with the purchase and installation of the Equipment, which Proposal is attached to this Resolution as Exhibit "A" ; and

WHEREAS, it is necessary to expeditiously proceed with the procurement and installation of the Equipment; and

WHEREAS, the Village Council finds, upon advice from the Village Attorney, that the purchase and installation of the Equipment, is exempt from competitive bidding, as being based upon the bid of another government agency, pursuant to Section 2-86 of the Village Code; and

WHEREAS, that the competitive bidding procedures for the Equipment purchase and installation may also be waived by the Village Council pursuant to Village Code Section 2-85 upon the Council finding, as is hereby found, that it is impractical to apply such competitive bidding procedures in light of the need to expeditiously complete the purchase and installation of the Equipment; and

WHEREAS, the Village Council finds that it is in the best interest of the Village to purchase and install the Equipment in order to provide lighting to the Village Green South, and to proceed as indicated in this Resolution.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:

Section 1. Recitals Adopted. That each of the above stated recitals is hereby adopted and confirmed.

Section 2. Project Authorized, Specification of Funds. That the purchase and installation of the Equipment for the Village Green South pursuant to the Proposal attached hereto as Exhibit "A", is hereby approved and authorized, subject to the condition that the cost of the purchase and installation of the Equipment shall not exceed One Hundred Ninety Eight Thousand, Nine Hundred and Eighty Dollars (\$198,980.00). That the fund amount and source for the Equipment purchase and installation is hereby authorized and approved as set forth in the Village Manager's Memorandum attached hereto.

Section 3. Agreement Approved. That the Village Manager is hereby authorized to enter into an Agreement with Musco Sports Lighting, LLC, for the purchase and installation of the Equipment (the "Agreement") in a form and substance approved by the Village Attorney, which is consistent with the standard format routinely used by the Village and is consistent with the requirements of the Proposal and this Resolution, and such Agreement is hereby approved, subject to approval of the Village Attorney as to form and legal sufficiency.

Section 4. Implementation.

A. That the Village Manager is hereby authorized to take any and all action which is necessary to fully implement the purposes of this Resolution, the Agreement and the purchase and installation of the Equipment.

Section 5. Effective Date. That this Resolution shall be effective immediately upon adoption hereof.

PASSED AND ADOPTED this 13th day of April, 2010.

MAYOR ROBERT L. VERNON

ATTEST:

CONCHITA H. ALVAREZ, MMC, VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

VILLAGE ATTORNEY

EXHIBIT "A"

PROPOSAL FROM MUSCO SPORTS LIGHTING, LLC

VILLAGE GREEN SOUTH

VILLAGE OF KEY BISCAYNE
AGREEMENT FOR PURCHASE
AND INSTALLATION OF LIGHTING EQUIPMENT
VILLAGE GREEN SOUTH

THIS AGREEMENT, made and entered into this ___ day of _____, 2010, by and between the VILLAGE OF KEY BISCAYNE, a Florida municipal corporation (the "VILLAGE") and MUSCO SPORTS LIGHTING, LLC, a Florida limited liability company (the "CONTRACTOR").

RECITALS:

The VILLAGE desires to engage the CONTRACTOR to provide lighting equipment and perform certain lighting installation services for the Village Green South (the "Lighting Project"), including the furnishing of all labor, equipment, materials and installation services for field lighting to Village Green South, as specifically described in the Proposal provided by the CONTRACTOR and attached to this Agreement as **Exhibit "A"** (the "Specified Services"). The CONTRACTOR desires to provide such Specified Services.

IN CONSIDERATION OF THE MUTUAL COVENANTS SET FORTH IN THIS AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

1. SCOPE OF SERVICES

A. The CONTRACTOR agrees to provide and perform the Specified Services upon written request from the Village Manager, in accordance with the CONTRACTOR'S Proposal for "Tree Farm Park South" dated March 10, 2010, attached hereto as Exhibit "A" (the "Proposal"), and in accordance with this Agreement. The Proposal shall constitute a part of the Agreement.

B. The Village Manager may add items to the enumerated Specified Services which he finds are necessary for the satisfactory and complete installation of the Lighting Project.

C. CONTRACTOR shall expend all necessary efforts to competently and skillfully complete all tasks of the lighting installation so that the Lighting Project is successfully and fully implemented.

D. CONTRACTOR shall work under the guidance of the Village Manager or his designee, and shall complete the Lighting Project pursuant to this Agreement

2. FEES FOR SERVICES

As full compensation for satisfactory performance of the Specified Services, including all labor, supplies, materials, equipment and installation services, the CONTRACTOR agrees to charge and shall be paid by the Village an amount (the "Contract Price") not to exceed One Hundred Ninety Eight Thousand, Nine Hundred Eighty Dollars (\$198,980.00). The Village shall not pay sales tax on the purchase of the equipment or the installation services provided by CONTRACTOR.

3. TERM

A. The duration of the term of this Agreement shall commence upon execution hereof and shall terminate upon the final completion and acceptance of the Lighting Project by the VILLAGE, but no later than August 31, 2010, unless extended by the Village Manager in writing or earlier terminated pursuant to paragraph 8.

B. The Contract Price shall be billed and paid, pursuant to invoices, upon completion of the Specified Services, and acceptance by the Village. The CONTRACTOR shall be paid on a lump sum basis, within thirty (30) days of invoice to the Village.

4. RECORDS

All original sketches, tracings, drawings, computations, details, reports, calculations, work papers and other documents and plans that result from the CONTRACTOR providing Specified

Services shall be the property of the VILLAGE. Upon termination of this Agreement or upon request of the VILLAGE during the term of this Agreement, any and all such documents shall be delivered to the VILLAGE by the CONTRACTOR.

5. INSURANCE

A. The CONTRACTOR shall at all times carry comprehensive general liability and contractual liability insurance, workers' compensation insurance (if applicable), and automotive liability insurance, with minimum policy limits for each coverage in the amount of at least One Million (\$1,000,000.00) Dollars per occurrence, combined single limit, for property damage and bodily injury, including death, except that the dollar amount of workers compensation coverage (if applicable) shall be as provided by Chapter 440, Fla. Stat. The VILLAGE shall be named as an additional insured on all of the above insurance policies, to the extent permitted by law. Each insurance policy shall state that it is not subject to cancellation or reduction in coverage without written notice to the VILLAGE thirty (30) days prior to the effective date of cancellation or reduction of coverage.

B. CONTRACTOR shall indemnify and hold harmless the VILLAGE, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the action, negligence, recklessness or intentional wrongful conduct of the CONTRACTOR and persons employed or utilized by the CONTRACTOR in the performance of the Agreement.

6. ASSIGNMENT

This Agreement shall not be assignable by the CONTRACTOR.

7. PROHIBITION AGAINST CONTINGENT FEES

The CONTRACTOR warrants that it has not employed or retained any company or person,

other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the CONTRACTOR any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

8. TERMINATION

This Agreement may be terminated by the VILLAGE upon fifteen (15) days written notice with or without cause and by the CONTRACTOR upon forty-five (45) days written notice if VILLAGE fails to timely make any payment due. The parties recognize that other provisions of this Agreement serve as consideration for this paragraph 8. If this Agreement is so terminated, the CONTRACTOR shall be paid in accordance with the provisions of paragraph 2 for all acceptable work performed up to the date of termination. In the event that VILLAGE terminates this Agreement because of CONTRACTOR'S default or breach, CONTRACTOR shall refund to VILLAGE any portion of any payment made which exceeds the value and cost of work which has been satisfactorily performed.

9. NONEXCLUSIVE AGREEMENT

The services to be provided by the CONTRACTOR pursuant to this Agreement shall be nonexclusive and nothing herein shall preclude the VILLAGE from engaging other firms to perform the same or similar services for the benefit of the VILLAGE within the VILLAGE's sole and absolute discretion.

10. ENTIRE AGREEMENT

The parties hereby agree that this is the entire agreement between the parties. This Agreement cannot be amended or modified without the express written consent of the parties. The

Village Manager shall act for VILLAGE hereunder.

11. WARRANTIES OF CONTRACTOR

The CONTRACTOR hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws necessary to perform the Specified Services for the VILLAGE as an independent contractor of the VILLAGE.

12. NOTICES

All notices and communications to the VILLAGE or CONTRACTOR shall be in writing and shall be deemed to have been properly given if transmitted by registered or certified mail or hand delivery. All notices and communications shall be effective upon receipt. Notices shall be addressed as follows:

Village:	Genaro "Chip" Iglesias Village Manager Village of Key Biscayne 88 West McIntyre Street Key Biscayne, FL 33149
With a copy to:	Village Attorney c/o Weiss Serota Helfman Pastoriza Cole & Boniske, P.L. 2525 Ponce De Leon Boulevard Suite 700 Coral Gables, Florida 33134
CONTRACTOR :	Musco Sports Lighting, LLC 100 1 st Avenue West Oskaloosa, Iowa 52577 Attention: Lewis Gilbert

13. GOVERNING LAW; LITIGATION

This Agreement shall be construed in accordance with the laws of the State of Florida. Venue for any litigation hereunder shall be in Miami-Dade County, Florida. The parties voluntarily

waive the right to any trial by jury in any litigation hereunder.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement upon the terms and conditions above stated on the day and year first above written.

CONTRACTOR :

MUSCO SPORTS LIGHTING, LLC,
Florida Limited Liability Company

By: _____
Name: _____
Title: _____

VILLAGE:

VILLAGE OF KEY BISCAYNE, FLORIDA
a Florida municipal corporation

By: _____
Genaro "Chip" Iglesias, Village Manager

Attest: _____
Conchita H. Alvarez, MMC, Village Clerk

Approved as to Form and Legal Sufficiency:

Village Attorney

EXHIBIT "A"

SPECIFIED SERVICES PROPOSAL



Tree Farm Park South
Key Biscayne, FL
Date: March 10, 2010
To: Todd Hofferberth
Pricing per Clay County Contract RFP# 08/09-3

Quotation Price-Materials and Turnkey Installation

Musco's Light Structure Green™ as described below and delivered to the job site \$198,980.

Equipment Description

Light Structure Green™ System delivered to your site in Five Easy Pieces™

- Pre-cast concrete bases
- Galvanized steel poles
- UL Listed remote electrical component enclosures
- Pole length wire harness
- Factory-aimed and assembled luminaires

Also Includes:

- Energy savings of more than 50% over a standard lighting system
- 50% less spill and glare light than Musco's prior industry leading technology
- Musco Constant 25™ warranty and maintenance program that eliminates 100% of your maintenance costs for 25 years, including labor and materials
- Guaranteed constant light level of 30 footcandles for 25 years, +/- 10% per IESNA RP-06-01
- 2 group re-lamp(s) at the end of the lamps' rated life, 5000 hours
- Control Link® Control & Monitoring System for flexible control and solid management of your lighting system
- Lighting Contactors sized for voltage and phase available at jobsite

Field Description	Quantity	Pricing Per Clay County	Extended Price
(Sect I) Soccer Field	1	\$90,412.00	\$90,412.00
(Sect II F) Adder for additional spill and glare	4	\$3,335.00	\$13,340.00
(Sect III A) Pole Installation 70'	4	\$3,795.00	\$15,180.00
(Sect II G) Freight	1	\$912.00	\$912.00
(Sect IVA) 200 amp service	1	\$11,040.00	\$11,040.00
(Sect IVB) Wiring from Panel to Contactors	4	\$100.00	\$400.00
(Sect IVB) Wiring from Contactors to Poles	2,000	\$34.00	\$68,000.00
(Sect IVB) Pull Boxes	4	\$460.00	\$1,840.00
(Sect IVB) Connect Pull Boxes	4	\$110.00	\$440.00
(Sect VD) Structural Drawings	1	\$1,150.00	\$1,150.00
(Sect VF) Project Management	1	\$5,750.00	\$5,750.00
Deducts: Design Variables			-\$9,484.00
Total			\$198,980.00

Sales tax is not included as part of this quote.

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

Payment Terms

Net 30 from invoice date

Late payment will be subject to service charges of 1 ½% per month (18% APR).

Musco will attempt to coordinate shipment so that delivery corresponds with the customer's payment schedule. It will be the responsibility of the wholesaler to ensure that Musco is aware of this delivery timeframe. We will expect payment within the terms described above unless there is a written statement from Musco's corporate headquarters stating the acceptance of different terms.

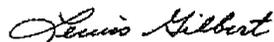
Delivery to the job site from the time of order, submittal approval, and confirmation of order details including voltage and phase, pole locations is approximately 30-45 days. Due to the built-in custom light control per luminaire, pole locations need to be confirmed prior to production. Changes to pole 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
- Field sizes of 360' X 180'
- Structural code and wind speed = 2007 FBC, 146 MPH 06-Sup HVHZ.
- Confirmation of pole locations prior to production

Thank you for considering Musco for your sports-lighting needs. Please contact me with any questions.



Lewis Gilbert
Sales Representative
Musco Sports Lighting, LLC
Phone: 954-727-8444
E-mail: lewis.gilbert@musco.com
Fax: 954-727-8445
Cell: 954-629-9235

Light Structure Green™ Turnkey Scope of Work
Tree Farm Park South
Key Biscayne, FL Project #129623

Owner Responsibilities:

1. Total access to the site and pole locations for construction. Must be able to move from location to location on standard rubber tires – no towing required.
2. Survey in pole locations and aiming points (one per field) for sighting in lighting cross-arms. Final grade elevations will also need marked if necessary.
3. Removal of any trees, limbs, etc. for total access to pole locations.
4. Removal, replacement, and repair of all fencing necessary for construction.
5. Repair and replacement of any field turf, asphalt, and /or concrete damage.
6. Locate existing underground utilities including irrigation systems.
7. Pay for all permitting costs as required.
8. Extra costs associated with foundation excavation and construction in non-standard soils (rock, caliche, high water table, collapsing holes, alluvial soils, etc.). Standard soils are defined as Class 5 soils in the 2007 edition of the Florida Building Code and can be excavated using standard earth auguring equipment.
9. Provide primary transformer to within 150' of site.
10. Provide a source of water such as a fire hydrant or 2" water line for foundation excavation.
11. Provide adequate trash container for cardboard waste.

Musco Responsibilities:

1. Provide required poles, fixtures, and foundations and associated designs.
2. Provide structural design for poles and foundations, certified by a professional engineer licensed in the State of Florida.
3. Provide layout of pole locations and aiming diagram.
4. Provide light test upon owner supplied electrical system.
5. Provide Project Management assistance as needed.
6. Provide review of electrical design as provided by Electrical Contractor or Electrical Engineer.

Musco Subcontractor Responsibilities:

1. Provide equipment and materials to off load equipment at jobsite per scheduled delivery.
2. Provide storage containers for material as necessary.
3. Provide adequate security to protect Musco delivered products from theft, vandalism or damage during the installation.
4. Provide electrical design by electrical engineer.
5. Obtain required permits, owner to pay cost of permits. Subcontractor to advise Musco of costs to subcontractor, if any, before proceeding with permitting.
6. Provide materials and equipment to install or upgrade existing electrical service panels as required or necessary. (This needs defined per Electrical design).
7. Provide materials and equipment to install all underground conduit, wiring, pull boxes etc. and terminate wiring as required per electrical design.
8. Confirm the existing underground utilities and irrigation systems have been located and are clearly marked so as to avoid damage from construction equipment. Repair any such damage during construction.
9. Provide materials and equipment to install (4) Light Structure System foundations as specified on Layout.

10. Provide and install ground rods (one per pole location) for lightning protection per NFPA 780 Code. Poles 70' and below require a #2 ground wire. Poles 80' and above require 2/0 ground wire. Ground rods to be 3/4"x10' or 5/8"x8' with a 10' embedment. Ground rods must be installed in soil, not in the concrete backfill.
11. Provide equipment and materials to remove spoils from jobsite.
12. Provide materials and equipment to assemble and install (24) Light Structure Green™ fixtures and terminate all necessary wiring.
13. Provide equipment and materials to assemble and erect (4) Light Structure System Poles.
14. Provide equipment and materials to install the new Controls and Monitoring Cabinet and terminate all necessary wiring. Subcontractor to commission Control Link once system is energized.
15. Keep all heavy equipment off of playing fields when possible.
16. Provide startup and aiming as required to provide complete and operating sports lighting system.

VILLAGE GREEN
NORTH FIELD LIGHTING

RESOLUTION NO. 2010-

A CAPITAL PROJECT AUTHORIZING RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, CONCERNING THE PURCHASE AND INSTALLATION OF LIGHTING EQUIPMENT FOR VILLAGE GREEN NORTH; AUTHORIZING THE PURCHASE AND INSTALLATION OF LIGHTING EQUIPMENT; AUTHORIZING AN AGREEMENT BETWEEN THE VILLAGE AND MUSCO SPORTS LIGHTING, LLC FOR SUPPLYING AND INSTALLING LIGHTING EQUIPMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 3.07(b) of the Village Charter, the Village Council desires to authorize the expenditure of Village funds for the purchase and installation of lighting equipment (the "Equipment") for field lighting at the Village Green North; and

WHEREAS, Musco Sports Lighting, LLC has submitted a Proposal to the Village in connection with the purchase and installation of the Equipment, which Proposal is attached to this Resolution as Exhibit "A" ; and

WHEREAS, it is necessary to expeditiously proceed with the procurement and installation of the Equipment; and

WHEREAS, the Village Council finds, upon advice from the Village Attorney, that the purchase and installation of the Equipment, is exempt from competitive bidding, as being based upon the bid of another government agency, pursuant to Section 2-86 of the Village Code; and

WHEREAS, that the competitive bidding procedures for the Equipment purchase and installation may also be waived by the Village Council pursuant to Village Code Section 2-85 upon the Council finding, as is hereby found, that it is impractical to apply such competitive bidding procedures in light of the need to expeditiously complete the purchase and installation of the Equipment; and

WHEREAS, the Village Council finds that it is in the best interest of the Village to purchase and install the Equipment in order to provide lighting to the Village Green North, and to proceed as indicated in this Resolution.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:

Section 1. Recitals Adopted. That each of the above stated recitals is hereby adopted and confirmed.

Section 2. Project Authorized, Specification of Funds. That the purchase and installation of the Equipment for the Village Green North pursuant to the Proposal attached hereto as Exhibit "A", is hereby approved and authorized, subject to the condition that the cost of the purchase and installation of the Equipment shall not exceed One Hundred Seventy Six Thousand, and Sixty Six Dollars (\$176,066.00). That the fund amount and source for the Equipment purchase and installation is hereby authorized and approved as set forth in the Village Manager's Memorandum attached hereto.

Section 3. Agreement Approved. That the Village Manager is hereby authorized to enter into an Agreement with Musco Sports Lighting, LLC, for the purchase and installation of the Equipment (the "Agreement") in a form and substance approved by the Village Attorney, which is consistent with the standard format routinely used by the Village and is consistent with the requirements of the Proposal and this Resolution, and such Agreement is hereby approved, subject to approval of the Village Attorney as to form and legal sufficiency.

Section 4. Implementation.

A. That the Village Manager is hereby authorized to take any and all action which is necessary to fully implement the purposes of this Resolution, the Agreement and the purchase and installation of the Equipment.

Section 5. Effective Date. That this Resolution shall be effective immediately upon adoption hereof.

PASSED AND ADOPTED this 13th day of April, 2010.

MAYOR ROBERT L. VERNON

ATTEST:

CONCHITA H. ALVAREZ, MMC, VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

VILLAGE ATTORNEY

EXHIBIT "A"

PROPOSAL FROM MUSCO SPORTS LIGHTING, LLC

VILLAGE GREEN NORTH

VILLAGE OF KEY BISCAYNE
AGREEMENT FOR PURCHASE
AND INSTALLATION OF LIGHTING EQUIPMENT
VILLAGE GREEN NORTH

THIS AGREEMENT, made and entered into this ___ day of _____, 2010, by and between the VILLAGE OF KEY BISCAYNE, a Florida municipal corporation (the "VILLAGE") and MUSCO SPORTS LIGHTING, LLC, a Florida limited liability company (the "CONTRACTOR").

RECITALS:

The VILLAGE desires to engage the CONTRACTOR to provide lighting equipment and perform certain lighting installation services for the Village Green North (the "Lighting Project"), including the furnishing of all labor, equipment, materials and installation services for field lighting to Village Green North, as specifically described in the Proposal provided by the CONTRACTOR and attached to this Agreement as **Exhibit "A"** (the "Specified Services"). The CONTRACTOR desires to provide such Specified Services.

IN CONSIDERATION OF THE MUTUAL COVENANTS SET FORTH IN THIS AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

1. SCOPE OF SERVICES

A. The CONTRACTOR agrees to provide and perform the Specified Services upon written request from the Village Manager, in accordance with the CONTRACTOR'S Proposal for "Tree Farm Park North" dated March 10, 2010, attached hereto as Exhibit "A" (the "Proposal"), and in accordance with this Agreement. The Proposal shall constitute a part of the Agreement.

B. The Village Manager may add items to the enumerated Specified Services which he finds are necessary for the satisfactory and complete installation of the Lighting Project.

C. CONTRACTOR shall expend all necessary efforts to competently and skillfully complete all tasks of the lighting installation so that the Lighting Project is successfully and fully implemented.

D. CONTRACTOR shall work under the guidance of the Village Manager or his designee, and shall complete the Lighting Project pursuant to this Agreement

2. FEES FOR SERVICES

As full compensation for satisfactory performance of the Specified Services, including all labor, supplies, materials, equipment and installation services, the CONTRACTOR agrees to charge and shall be paid by the Village an amount (the "Contract Price") not to exceed One Hundred Seventy Six Thousand and Sixty Six Dollars (\$176,066.00). The Village shall not pay sales tax on the purchase of the equipment or the installation services provided by CONTRACTOR.

3. TERM

A. The duration of the term of this Agreement shall commence upon execution hereof and shall terminate upon the final completion and acceptance of the Lighting Project by the VILLAGE, but no later than August 31, 2010, unless extended by the Village Manager in writing or earlier terminated pursuant to paragraph 8.

B. The Contract Price shall be billed and paid, pursuant to invoices, upon completion of the Specified Services, and acceptance by the Village. The CONTRACTOR shall be paid on a lump sum basis, within thirty (30) days of invoice to the Village.

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Services shall be the property of the VILLAGE. Upon termination of this Agreement or upon request of the VILLAGE during the term of this Agreement, any and all such documents shall be delivered to the VILLAGE by the CONTRACTOR.

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A. The CONTRACTOR shall at all times carry comprehensive general liability and contractual liability insurance, workers' compensation insurance (if applicable), and automotive liability insurance, with minimum policy limits for each coverage in the amount of at least One Million (\$1,000,000.00) Dollars per occurrence, combined single limit, for property damage and bodily injury, including death, except that the dollar amount of workers compensation coverage (if applicable) shall be as provided by Chapter 440, Fla. Stat. The VILLAGE shall be named as an additional insured on all of the above insurance policies, to the extent permitted by law. Each insurance policy shall state that it is not subject to cancellation or reduction in coverage without written notice to the VILLAGE thirty (30) days prior to the effective date of cancellation or reduction of coverage.

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6. ASSIGNMENT

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7. PROHIBITION AGAINST CONTINGENT FEES

The CONTRACTOR warrants that it has not employed or retained any company or person,

other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the CONTRACTOR any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

8. TERMINATION

This Agreement may be terminated by the VILLAGE upon fifteen (15) days written notice with or without cause and by the CONTRACTOR upon forty-five (45) days written notice if VILLAGE fails to timely make any payment due. The parties recognize that other provisions of this Agreement serve as consideration for this paragraph 8. If this Agreement is so terminated, the CONTRACTOR shall be paid in accordance with the provisions of paragraph 2 for all acceptable work performed up to the date of termination. In the event that VILLAGE terminates this Agreement because of CONTRACTOR'S default or breach, CONTRACTOR shall refund to VILLAGE any portion of any payment made which exceeds the value and cost of work which has been satisfactorily performed.

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Village Manager shall act for VILLAGE hereunder.

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All notices and communications to the VILLAGE or CONTRACTOR shall be in writing and shall be deemed to have been properly given if transmitted by registered or certified mail or hand delivery. All notices and communications shall be effective upon receipt. Notices shall be addressed as follows:

Village:	Genaro "Chip" Iglesias Village Manager Village of Key Biscayne 88 West McIntyre Street Key Biscayne, FL 33149
With a copy to:	Village Attorney c/o Weiss Serota Helfman Pastoriza Cole & Boniske, P.L. 2525 Ponce De Leon Boulevard Suite 700 Coral Gables, Florida 33134
CONTRACTOR :	Musco Sports Lighting, LLC 100 1 st Avenue West Oskaloosa, Iowa 52577 Attention: Lewis Gilbert

13. GOVERNING LAW; LITIGATION

This Agreement shall be construed in accordance with the laws of the State of Florida. Venue for any litigation hereunder shall be in Miami-Dade County, Florida. The parties voluntarily

waive the right to any trial by jury in any litigation hereunder.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement upon the terms and conditions above stated on the day and year first above written.

CONTRACTOR :

MUSCO SPORTS LIGHTING, LLC,
Florida Limited Liability Company

By: _____
Name: _____
Title: _____

VILLAGE:

VILLAGE OF KEY BISCAYNE, FLORIDA
a Florida municipal corporation

By: _____
Genaro "Chip" Iglesias, Village Manager

Attest: _____
Conchita H. Alvarez, MMC, Village Clerk

Approved as to Form and Legal Sufficiency:

Village Attorney

EXHIBIT "A"

SPECIFIED SERVICES PROPOSAL



Tree Farm Park North
Key Biscayne, FL
Date: March 10, 2010
To: Todd Hofferberth
Pricing per Clay County Contract RFP# 08/09-3

Quotation Price-Materials and Turnkey Installation

Musco's Light Structure Green™ as described below and delivered to the job site \$176,066.

Equipment Description

Light Structure Green™ System delivered to your site in Five Easy Pieces™

- Pre-cast concrete bases
- Galvanized steel poles
- UL Listed remote electrical component enclosures
- Pole length wire harness
- Factory-aimed and assembled luminaires

Also Includes:

- Energy savings of more than 50% over a standard lighting system
- 50% less spill and glare light than Musco's prior industry leading technology
- Musco Constant 25™ warranty and maintenance program that eliminates 100% of your maintenance costs for 25 years, including labor and materials
- Guaranteed constant light level of 30 footcandles for 25 years, +/- 10% per IESNA RP-06-01
- 2 group re-lamp(s) at the end of the lamps' rated life, 5000 hours
- Control Link® Control & Monitoring System for flexible control and solid management of your lighting system
- Lighting Contactors sized for voltage and phase available at jobsite

Field Description	Quantity	Pricing Per Clay County	Extended Price
(Sect I) Soccer Field	1	\$69,700.00	\$69,700.00
(Sect II F) Adder for additional spill and glare	4	\$3,335.00	\$13,340.00
(Sect IIIA) Pole Installation 70'	4	\$3,795.00	\$15,180.00
(Sect II G) Freight	1	\$912.00	\$912.00
(Sect IVA) 200 amp service	1	\$11,040.00	\$11,040.00
(Sect IVB) Wiring from Panel to Contactors	4	\$100.00	\$400.00
(Sect IVB) Wiring from Contactors to Poles	1,800	\$34.00	\$61,200.00
(Sect IVB) Pull Boxes	4	\$460.00	\$1,840.00
(Sect IVB) Connect Pull Boxes	4	\$110.00	\$440.00
(Sect VD) Structural Drawings	1	\$1,150.00	\$1,150.00
(Sect VF) Project Management	1	\$5,750.00	\$5,750.00
Deducts: Design Variables			-\$4,886.00
Total			\$176,066.00

Sales tax is not included as part of this quote.

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

Payment Terms

Net 30 from invoice date

Late payment will be subject to service charges of 1 ½% per month (18% APR).

Musco will attempt to coordinate shipment so that delivery corresponds with the customer's payment schedule. It will be the responsibility of the wholesaler to ensure that Musco is aware of this delivery timeframe. We will expect payment within the terms described above unless there is a written statement from Musco's corporate headquarters stating the acceptance of different terms.

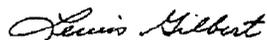
Delivery to the job site from the time of order, submittal approval, and confirmation of order details including voltage and phase, pole locations is approximately 30-45 days. Due to the built-in custom light control per luminaire, pole locations need to be confirmed prior to production. Changes to pole 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
- Field sizes of 240' X 185'
- Structural code and wind speed = 2007 FBC, 146 MPH 06-Sup HVHZ.
- Confirmation of pole locations prior to production

Thank you for considering Musco for your sports-lighting needs. Please contact me with any questions.



Lewis Gilbert
Sales Representative
Musco Sports Lighting, LLC
Phone: 954-727-8444
E-mail: lewis.gilbert@musco.com
Fax: 954-727-8445
Cell: 954-629-9235

**Light Structure Green™ Turnkey Scope of Work
Tree Farm Park North
Key Biscayne, FL Project #127590**

Owner Responsibilities:

1. Total access to the site and pole locations for construction. Must be able to move from location to location on standard rubber tires – no towing required.
2. Survey in pole locations and aiming points (one per field) for sighting in lighting cross-arms. Final grade elevations will also need marked if necessary.
3. Removal of any trees, limbs, etc. for total access to pole locations.
4. Removal, replacement, and repair of all fencing necessary for construction.
5. Repair and replacement of any field turf, asphalt, and /or concrete damage.
6. Locate existing underground utilities including irrigation systems.
7. Pay for all permitting costs as required.
8. Extra costs associated with foundation excavation and construction in non-standard soils (rock, caliche, high water table, collapsing holes, alluvial soils, etc.). Standard soils are defined as Class 5 soils in the 2007 edition of the Florida Building Code and can be excavated using standard earth auguring equipment.
9. Provide primary transformer to within 150' of site.
10. Provide a source of water such as a fire hydrant or 2" water line for foundation excavation.
11. Provide adequate trash container for cardboard waste.

Musco Responsibilities:

1. Provide required poles, fixtures, and foundations and associated designs.
2. Provide structural design for poles and foundations, certified by a professional engineer licensed in the State of Florida.
3. Provide layout of pole locations and aiming diagram.
4. Provide light test upon owner supplied electrical system.
5. Provide Project Management assistance as needed.
6. Provide review of electrical design as provided by Electrical Contractor or Electrical Engineer.

Musco Subcontractor Responsibilities:

1. Provide equipment and materials to off load equipment at jobsite per scheduled delivery.
2. Provide storage containers for material as necessary.
3. Provide adequate security to protect Musco delivered products from theft, vandalism or damage during the installation.
4. Provide electrical design by electrical engineer.
5. Obtain required permits, owner to pay cost of permits. Subcontractor to advise Musco of costs to subcontractor, if any, before proceeding with permitting.
6. Provide materials and equipment to install or upgrade existing electrical service panels as required or necessary. (This needs defined per Electrical design).
7. Provide materials and equipment to install all underground conduit, wiring, pull boxes etc. and terminate wiring as required per electrical design.
8. Confirm the existing underground utilities and irrigation systems have been located and are clearly marked so as to avoid damage from construction equipment. Repair any such damage during construction.
9. Provide materials and equipment to install (4) Light Structure System foundations as specified on Layout.

10. Provide and install ground rods (one per pole location) for lightning protection per NFPA 780 Code. Poles 70' and below require a #2 ground wire. Poles 80' and above require 2/0 ground wire. Ground rods to be 3/4"x10' or 5/8"x8' with a 10' embedment. Ground rods must be installed in soil, not in the concrete backfill.
11. Provide equipment and materials to remove spoils from jobsite.
12. Provide materials and equipment to assemble and install (20) Light Structure Green™ fixtures and terminate all necessary wiring.
13. Provide equipment and materials to assemble and erect (4) Light Structure System Poles.
14. Provide equipment and materials to install the new Controls and Monitoring Cabinet and terminate all necessary wiring. Subcontractor to commission Control Link once system is energized.
15. Keep all heavy equipment off of playing fields when possible.
16. Provide startup and aiming as required to provide complete and operating sports lighting system.