VILLAGE OF KEY BISCAYNE

Office of the Village Manager

MEMORANDUM

Village Council
Franklin H. Caplan, *Mayor*
Mayra P. Lindsay, *Vice Mayor*
Michael W. Davey
Theodore J. Holloway
Michael E. Kelly
Ed London
James S. Taintor

Village Manager
John C. Gilbert

DATE: May 14, 2013

TO: Honorable Mayor and Members of the Village Council

FROM: John C. Gilbert, Village Manager

RE: Approving the Capital Project Agreement with Musco Lighting LLC, for the Purchase and Installation of Lighting Equipment at the Village Green North and St. Agnes

RECOMMENDATION

It is recommended that the Village Council approve the agreement for lighting improvements with Musco Lighting LLC.

BACKGROUND

The Village Council discussed this item at the March 12, 2013 Council Meeting. The Village Manager was directed to provide information regarding this project to the Village Council. On April 9, 2013 the Village Manager provided the information regarding the lighting of the Village Green North for $175,000, and the addition of the Musco "Control-Link" to the lights at St. Agnes for $9,000. The Village estimated that permit and inspection fees would be $5,000. The total project cost would be $189,000.

The Village Council moved that the Village Manager return to the Village Council with a project agreement for this project.

This project would be funded by the $180,000 allocated in the FY2013 Capital Improvement Plan (CIP) for the Village Green North Lighting. The additional $9,000 would be funded by the Recreational Facilities Maintenance and Reserve CIP line item.

RESOLUTION NO. 2013-

A CAPITAL PROJECT AUTHORIZING RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, APPROVING THE AGREEMENT BETWEEN THE VILLAGE OF KEY BISCAYNE AND MUSCO SPORTS LIGHTING LLC, CONCERNING THE PURCHASE AND INSTALLATION OF LIGHTING EQUIPMENT FOR VILLAGE GREEN NORTH AND CONTROL LINK SYSTEM FOR ST. AGNES ACADEMY SCHOOL; PROVIDING FOR WAIVER OF COMPETITIVE BIDDING; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AUTHORIZING EXPENDITURE OF FUNDS; 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 a capital project consisting of the purchase and installation of lighting equipment at Village Green North, and the addition of a "Control-Link" to the existing lighting facilities at St. Agnes Academy School fields and facilities (the "Lighting Equipment"); and

WHEREAS, Musco Sports Lighting LLC ("Musco") has submitted a proposal to the Village for the Lighting Equipment, and has agreed to supply and install the Lighting Equipment in accordance with its Proposal and the Agreement attached hereto as Exhibit "A" (the "Agreement"); and

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

WHEREAS, the competitive bidding procedures for the purchase and installation of the Lighting Equipment are also waived by the Village Council pursuant to section 2-85 of the Village

Code upon a finding that it is impractical to apply such competitive bidding procedures, in light of the fact that Musco has previously installed lighting facilities at Village Green and St. Agnes Academy School's fields and courts, and all lighting facilities would be managed and linked as one system; and

WHEREAS the Village Council finds that approval of the attached Agreement between Musco Sports Lighting LLC and the Village is in the best interest of the Village.

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 recitals stated above is hereby adopted and confirmed.

Section 2. Project Authorized; Specification of Funds. That the purchase and installation of the Lighting Equipment as described herein and in the Agreement attached hereto as Exhibit "A" is hereby approved and authorized, subject to the condition that the cost of the Lighting Equipment authorized herein shall not exceed $189,000.00. The funding sources and amounts for the Lighting Equipment is hereby authorized and approved as set forth in the Village Manager's Memorandum accompanying this Resolution and attached hereto as Exhibit "B".

Section 3. Waiver of Competitive Bidding. That pursuant to Sections 2-85 and 2-86 of the Village Code, competitive bidding procedures of the Village Code are hereby waived for the purchase of the Lighting Equipment.

Section 4. Agreement Approved. That the Village Manager is hereby authorized to execute the Agreement with Musco Sports Lighting LLC, in substantially the form attached hereto as Exhibit "A", once the Agreement is approved by the Village Attorney as to form and legal sufficiency.

Section 5. **Implementation.** That the Village Manager is authorized to take any necessary action to implement the purposes of this Resolution and the Agreement.

Section 6. **Effective Date.** That this Resolution shall be effective immediately upon adoption hereof.

PASSED AND ADOPTED this _____ day of May, 2013.

_____
MAYOR FRANKLIN H. CAPLAN

ATTEST:

_____
CONCHITA H. ALVAREZ, MMC, VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
VILLAGE ATTORNEY

EXHIBIT "A"

AGREEMENT

AGREEMENT
BETWEEN
VILLAGE OF KEY BISCAYNE, FLORIDA
AND
MUSCO SPORTS LIGHTING, LLC

THIS AGREEMENT (this "Agreement") is made by and between the **VILLAGE OF KEY BISCAYNE, FLORIDA**, a Florida municipal corporation (hereinafter referred to as the "VILLAGE"), and **MUSCO SPORTS LIGHTING, LLC**, a Florida Limited Liability Company (hereinafter referred to as the "CONTRACTOR"), whose principal place of business is 100 1st Avenue West, Oskaloosa, IA 52577.

RECITALS:

WHEREAS, the VILLAGE desires to engage the CONTRACTOR to supply lighting equipment and perform turnkey installation thereof for the Village Green North, and the addition of a "Control-Link" to the existing lighting facilities at St. Agnes School soccer and basketball fields and facilities, including the furnishing of all materials, equipment, labor and installation for such work. As more specifically described in the CONTRACTOR'S Proposal (the "Proposal") attached to this Agreement as Exhibit "A" (hereinafter, the "Work" or "Project");

WHEREAS, the CONTRACTOR previously supplied and installed the lighting facilities at Village Green South and St. Agnes School, and all facilities would be linked and managed on the same "Control-Link" or system; and

WHEREAS, the CONTRACTOR is willing and able to perform the Work for the VILLAGE in accordance with the terms and conditions set forth in the Proposal and this Agreement; and

NOW THEREFORE, in consideration of the mutual terms, conditions, promises and covenants set forth below, the VILLAGE and CONTRACTOR agree as follows:

SECTION 1. SCOPE OF WORK

1.1 **Agreement Documents**. The Agreement Documents, which comprise the entire agreement between the VILLAGE and the CONTRACTOR concerning the Work, consist of this Agreement (including any changes or amendments thereto), the Proposal of the CONTRACTOR, the Insurance Certificates, and the Notice to Proceed, all of which are deemed incorporated into and made a part of this Agreement by this reference and govern the Project. In the event of a conflict among the foregoing Agreement Documents, this Agreement shall govern and control. The Work as defined in Section 1.2 hereof and to be provided and performed with respect to the Project shall be at all times subject to the requirements of the Agreement Documents.

1.2 **Scope of Work.** Pursuant to the Agreement Documents, the CONTRACTOR shall provide and perform the Project. The Project shall include the furnishing of all labor, materials, tools, equipment, machinery, superintendence and work necessary for the Project to provide a turnkey installation and fully functional and operational lighting system and facilities. The CONTRACTOR'S Work shall be subject to inspection and approval by the VILLAGE, which shall indicate any portion of the Work that needs to be addressed or corrected and the CONTRACTOR shall address and complete same in a timely manner.

1.3 The CONTRACTOR shall expend all necessary efforts to competently, skillfully and timely implement and complete the Project.

SECTION 2. CONTRACT PRICE; PAYMENTS TO THE CONTRACTOR

2.1 **Fees; Payment;** As full compensation for the satisfactory performance and installation of the Work, the VILLAGE shall pay the CONTRACTOR the total sum of One Hundred Eighty Four Thousand Dollars ($184,000.00) (the "Contract Price"), which amount represents (i) the lighting equipment and installation at Village Green North at a cost of One Hundred and Seventy Five Thousand Dollars ($175,000.00); and (ii) the "Control Link" addition to the existing lighting facilities at St. Agnes School in the amount of Nine Thousand Dollars ($9,000.00), as more fully set forth in the Proposal attached hereto as Exhibit "A." The Contract Price shall be full compensation to the CONTRACTOR for all services, labor, materials, equipment and costs for the completion of the Project in full conformity with the Agreement Documents. The Contract Price shall be payable in the following manner: 25% Deposit shall be due from VILLAGE to CONTRACTOR within five (5) days of Notice to Proceed, and the remaining balance shall be due upon completion of the Work, activation and testing and acceptance by the VILLAGE.

2.2 **Suspension of Payment.** In the event that the VILLAGE becomes informed that any representations of the CONTRACTOR provided pursuant to this Agreement, are wholly or partially inaccurate, or in the event that the CONTRACTOR is not in compliance with any terms or conditions of this Agreement, the VILLAGE may withhold payment of sums then or in the future otherwise due to the CONTRACTOR until the inaccuracy, or other breach of this Agreement, and the cause thereof, is corrected to the VILLAGE'S reasonable satisfaction.

SECTION 3. TERM/TIME OF PERFORMANCE

3.1 **Term.** The CONTRACTOR shall be instructed to commence the Work by written instruction from the VILLAGE in the form of a Notice to Proceed providing the commencement date of this Agreement. This Agreement shall commence on the commencement date indicated on the Notice to Proceed and shall continue in full force and effect for a term of sixty (60) days or until final completion and acceptance by the VILLAGE, unless otherwise sooner terminated pursuant to the terms of this Agreement (the "Term"). All Work shall be fully completed by CONTRACTOR, with final acceptance and approval by the VILLAGE, within the Term.

3.2 **Commencement.** The CONTRACTOR'S Work under this Agreement and the time frames and schedule applicable to this Agreement shall commence upon the commencement date indicated on the Notice to Proceed. The CONTRACTOR shall not incur any expenses or obligations or incur payment to third parties prior to the issuance of a Notice to Proceed for the Project, and the CONTRACTOR must receive the Notice to Proceed from the VILLAGE prior to beginning the performance of the Work.

3.3 **Contract Time.** From and after the receipt of the Notice to Proceed, the CONTRACTOR shall continuously perform the Work to the satisfaction of the VILLAGE, with faithfulness and diligence and without interruption, for the duration of the Term (the "Contract Time"). Time is of the essence in the performance of the Work and all limitations of time set forth in this Agreement are of the essence.

SECTION 4. TERMINATION OF AGREEMENT

4.1 **Termination.** The VILLAGE has the right to terminate this Agreement for convenience and for any reason or no reason, in whole or in part, upon fifteen (15) days' written notice to CONTRACTOR. Upon termination of this Agreement, and final payment of any undisputed outstanding amounts due for the Work rendered by the CONTRACTOR prior to and through the date of the notice of termination, copies of all records, charts, sketches, studies, plans, drawings, and other documents related to the Work performed under this Agreement, whether finished or not, shall be turned over to the VILLAGE within ten (10) days.

4.2 **Termination for Default.** If CONTRACTOR fails to timely begin the Work, or fails to perform the Work with sufficient workers and equipment or with sufficient materials to insure the prompt completion of the Work according to the Contract Time and this Agreement, or shall perform the Work unsuitably, or cause it to be rejected as defective and unsuitable, or shall discontinue the prosecution of the Work pursuant to the accepted schedule , or if the CONTRACTOR shall fail to perform any material term set forth in the Agreement Documents, or if CONTRACTOR shall become insolvent or be declared bankrupt, or commit any act of bankruptcy or insolvency, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever shall not carry on the Work in an acceptable manner, VILLAGE may, upon seven (7) days written notice of termination, terminate the Work of CONTRACTOR, exclude CONTRACTOR from the Project sites,

provide for alternate prosecution of the Work, appropriate or use any or all materials and equipment on the Project site as may be suitable and acceptable, and may perform the Work by whatever methods it may deem expedient. In such case, CONTRACTOR shall not be entitled to receive any further payment. All damages, costs and charges incurred by the VILLAGE, together with the costs of completing the Work, shall be deducted from any monies due or which may become due to CONTRACTOR. In case the damages and expenses so incurred by VILLAGE shall exceed monies due CONTRACTOR from the VILLAGE, CONTRACTOR shall be liable and shall pay to VILLAGE the amount of said excess promptly upon demand therefore by VILLAGE. In the event it is adjudicated that VILLAGE was not entitled to terminate the Agreement as described hereunder for default, the Contract shall automatically be deemed terminated by VILLAGE for convenience as described below.

4.3 **Payment after Termination.** Provided that the CONTRACTOR has performed in accordance with the terms of this Agreement as of the date of termination pursuant to Sections 4.1 and 4.2 above, CONTRACTOR shall receive all payments due to CONTRACTOR for Work rendered and accepted prior to and up to the date of termination.

SECTION 5. ADDITIONAL WORK AND CHANGES IN SCOPE OF WORK

5.1 **Changes Permitted.** Changes in the Work or the Project consisting of additions, deletions, revisions, or any combination thereof, may be ordered by the VILLAGE by Change Order (as defined below) without invalidating the terms of this Agreement.

5.2 **Change Order Defined.** "Change Order" shall mean a written order to the CONTRACTOR executed by the VILLAGE, issued after execution of this Agreement, authorizing and directing a change in the Work, the Project, the Contract Price, the Contract Time, or any combination thereof.

5.3 **Effect of Executed Change Order.** The execution of a Change Order by the VILLAGE and the CONTRACTOR shall constitute conclusive evidence of the CONTRACTOR'S agreement to the ordered changes in the Work or the Project, or an adjustment in the Contract Price or the Contract Time, or any combination thereof. The CONTRACTOR, by executing the Change Order, waives and forever releases any claim against the VILLAGE for additional time or compensation for matters relating to or arising out of or resulting from the Work included within or affected by the executed Change Order.

SECTION 6. SURVIVAL OF PROVISIONS

Any terms or conditions of this Agreement that require acts beyond the date of the Term, shall survive termination of this Agreement, and shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

SECTION 7. VILLAGE'S RESPONSIBILITIES

7.1 The VILLAGE will assist CONTRACTOR by placing at its disposal all available information as may be requested in writing by the CONTRACTOR relating to the Project and allow reasonable access to all pertinent information relating to the Work to be performed by CONTRACTOR.

7.2 The VILLAGE shall furnish to COTRACTOR, at the CONTRACTOR'S written request, all available maps, plans, existing studies, reports and other data, pertinent to the Work to be provided by CONTRACTOR, that are in possession of the VILLAGE.

7.3 The VILLAGE shall arrange for access to and make all provisions for CONTRACTOR to enter upon public property under the control of the VILLAGE as required for CONTRACTOR to perform the Work.

SECTION 8. CODE OF ETHICS.

Intentionally Omitted.

SECTION 9. COMPLIANCE WITH LAWS; LICENSES; POLICY OF NON-DISCRIMINATION/WAGES

9.1 The CONTRACTOR and any and all of its agents, employees and subcontractors shall comply with all applicable federal, state, county and local laws, ordinances, rules, regulations and procedural requirements applicable to the performance of the Work and operations pursuant to this Agreement, including, but not limited to, Chapter 17 (Noise) of the Village's Code of Ordinances regulating noise. The CONTRACTOR is required to enter upon the VILLAGE'S property to perform the Work pursuant to this Agreement and shall obtain all necessary licenses, permits and insurance in connection with such Work and access and right of entry. The CONTRACTOR shall comply with all requirements and the VILLAGE'S agreements with any other entity or agency which concern the areas upon which the Work is to be provided, including all agreements or requirements of St. Agnes School in connection with access to and work on this Project site.

9.2 When excavating or digging in the performance of Work pursuant to this Agreement, CONTRACTOR shall be responsible for identifying and locating any and all utilities (including underground lines, pipes and cables) at the location, prior to any such work, so as to avoid interference or disruption to utilities, including contacting and coordinating with "Sunshine 811".

9.3 The CONTRCATOR shall be licensed and certified by all appropriate federal, state, county and local agencies. Prior to the commencement of the Work and at all times during the Term of this Agreement, CONTRACTOR shall procure and maintain, at its sole cost and expense, and provide copies to the VILLAGE, all required

licenses, permits and certifications for the performance of the Work and the operations set forth in this Agreement.

9.4 The CONTRACTOR shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, age, marital status, national origin, physical or mental disability in the performance of the Work under this Agreement. The CONTRACTOR shall comply with all equal employment opportunity requirements and any and all applicable requirements established by state and federal law.

SECTION 10. OWNERSHIP OF DOCUMENTS

10.1 Any and all records, drawings and specifications, as instruments of the Work be performed (the "Drawings and Specifications"), are and shall become the property of the VILLAGE whether the Project for which they are made is executed or not. The CONTRACTOR shall be permitted to retain copies, including reproducible copies, of the Drawings and Specifications for information and reference in connection with the VILLAGE'S use and occupancy of the Project.

10.2 The CONTRACTOR agrees not to divulge, furnish or make available to any third person, firm or organization, without the VILLAGE'S prior written consent, or unless incident to the proper performance of the CONTRACTOR'S obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the Work to be rendered by the CONTRACTOR hereunder, and the CONTRACTOR shall require all of its employees, agents and subcontractors to comply with the provisions of this paragraph.

SECTION 11. RECORDS/AUDITS

11.1 The CONTRACTOR shall maintain and require all subcontractors to maintain, complete and correct records, books, documents, papers and accounts pertaining to the Work. Such records, books, documents, papers and accounts shall be available at all reasonable times for examination and audit by the VILLAGE Manager or any authorized VILLAGE representative with reasonable notice and shall be kept for a period of three (3) years after the completion of the Work. Incomplete or incorrect entries in such records, books, documents, papers or accounts will be grounds for disallowance by or reimbursement to the VILLAGE of any fees or expenses based upon such entries. Disallowed fees will be paid when incomplete or incorrect entries are remedied to the satisfaction of the VILLAGE.

11.2 The CONTRACTOR shall comply with Chapter 119, Florida Statutes, as applicable.

11.3 Refusal of the CONTRACTOR to comply with the provisions of Sections 11.1 or 11.2 shall be grounds for immediate termination for cause by the VILLAGE of this Agreement.

SECTION 12. NO CONTINGENT FEE

The CONTRACTOR warrants that he or she 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 he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the VILLAGE shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the Contract Price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

SECTION 13. INDEPENDENT CONTRACTOR

The CONTRACTOR is an independent CONTRACTOR under this Agreement. Personnel provided by the CONTRACTOR shall be employees of the CONTRACTOR and subject to supervision by the CONTRACTOR, and not as officers, employees, or agents of the VILLAGE. Personnel policies, tax responsibilities, social security, health insurance, worker's compensation insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to the Work rendered under this Agreement shall be those of the CONTRACTOR.

SECTION 14. ASSIGNMENT; AMENDMENTS

14.1 This Agreement or the Work shall not be assigned, sold, transferred or otherwise encumbered, under any circumstances, in whole or in part, by CONTRACTOR, without the prior written consent of the VILLAGE, in its sole and absolute discretion.

14.2 No modification, amendment or alteration in the terms or conditions of this Agreement shall be effective unless contained in a written document executed with the same formality as this Agreement by both parties.

SECTION 15. INDEMNIFICATION/HOLD HARMLESS

15.1 The CONTRACTOR shall indemnify and hold harmless the VILLAGE, and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the acts, omissions, negligence, recklessness, wrongful conduct, acts, errors or omissions of the CONTRACTOR or any subcontractors or other persons employed or utilized by the CONTRACTOR in the performance of the Work pursuant to this Agreement. The CONTRACTOR'S obligation under this paragraph shall not be limited in any way by the agreed upon Contract Price, or the CONTRACTOR'S limit of, or lack of, sufficient insurance protection.

15.2 The indemnification obligations under this clause shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or any subcontractor or other persons employed or utilized by the CONTRACTOR in the performance of this Agreement, under worker's compensation acts, disability benefit acts, or other employee benefit acts.

15.3 The CONTRACTOR shall not specify or allow any subcontractor or other persons employed or utilized by the CONTRACTOR in the performance of this Agreement to specify a particular design, process or product that infringes upon any patent. The CONTRACTOR shall indemnify and hold VILLAGE and its officers and employees harmless from any loss, cost or expense, including reasonable attorney's fees and costs incurred, on account thereof if the CONTRACTOR violates the requirements of this Section 15.

SECTION 16. INSURANCE

CONTRACTOR shall secure and maintain throughout the duration of this Agreement insurance of such types and in such amounts not less than those specified below as satisfactory to the VILLAGE, naming the VILLAGE as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the VILLAGE, its officials, employees, agents and volunteers naming the VILLAGE as additional insured. Any insurance maintained by the VILLAGE shall be in excess of the CONTRACTOR'S insurance and shall not contribute to the CONTRACTOR'S insurance. The insurance coverages shall include at a minimum the following amounts set forth in this Section 16:

(a) Commercial General Liability coverage with limits of liability of not less than a $1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of CONTRACTOR. The General Aggregate Liability limit (except for Products/Completed Operations) shall be in the amount of $2,000,000.

(b) Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of $1,000,000.00 each accident. No employee, subcontractor or agent of the CONTRACTOR shall be allowed to provide Work pursuant to this Agreement who is not covered by Worker's Compensation insurance.

(c) Business Automobile Liability with minimum limits of $1,000,000 per Occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Work Office, and must include Owned, Hired, and Non-Owned Vehicles.

(d) Builder's Risk property insurance upon the entire Work to the full replacement cost value thereof. This insurance shall include the interest of Village and CONTRACTOR and shall provide All-Risk coverage against loss by physical damage including, but not limited to, Fire, Extended Coverage, Theft, Vandalism and Malicious Mischief, Windstorm and Flood.

(e) CONTRACTOR acknowledges that it shall bear the full risk of loss for any portion of the Work damaged, destroyed, lost or stolen until final completion has been achieved for the Project, and all such Work shall be fully restored by the CONTRACTOR, at its sole cost and expense, in accordance with the Agreement Documents.

(f) **Certificate of Insurance.** On or before the Effective Date of this and prior to commencing of any Work, Certificates of Insurance shall be provided to the VILLAGE, reflecting the VILLAGE as an Additional Insured. Each certificate shall include no less than (30) thirty-day advance written notice to VILLAGE prior to cancellation, termination, or material alteration of said policies or insurance. The CONTRACTOR shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the VILLAGE. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The VILLAGE reserves the right to inspect and return a certified copy of such policies, upon written request by the VILLAGE. If a policy is due to expire prior to the completion of the Work, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Acceptance of the Certificate(s) is subject to approval of the VILLAGE.

(g) **Additional Insured.** The VILLAGE is to be specifically included as an Additional Insured for the liability of the VILLAGE resulting from Work performed by or on behalf of the CONTRACTOR in performance of this Agreement. The CONTRACTOR'S insurance, including that applicable to the VILLAGE as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the VILLAGE shall be in excess of and shall not contribute to the CONTRACTOR'S insurance. The CONTRACTOR'S insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

(h) **Deductibles.** All deductibles or self-insured retentions must be declared to and be reasonably approved by the VILLAGE. The CONTRACTOR shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

(i) The provisions of this section shall survive termination of this Agreement.

SECTION 17. REPRESENTATIVE OF VILLAGE AND CONTRACTOR

17.1 **VILLAGE Representative**. It is recognized that questions in the day-to-day conduct of this Agreement will arise. The VILLAGE designates the VILLAGE Manager or his or her designee, as the person to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed.

17.2 **CONTRACTOR Representative**. Before commencing any Work, CONTRACTOR shall designate a competent, authorized representative ("Authorized Representative") acceptable to the VILLAGE to represent and act for CONTRACTOR and shall inform the VILLAGE, in writing, of the name and address of such representative together with a clear definition of the scope of his authority to represent and act for CONTRACTOR. Such representative shall be present or duly represented at the Project sites at all times when Work is actually in progress. All notices, determinations, instructions and other communications given to the Authorized Representatives of Contractor shall be binding upon the Contractor. The Authorized Representative, project managers, superintendents and supervisors for the Project are all subject to prior and continuous approval of Village. If, at any time during the Term of this Agreement, any of the personnel either functionally or nominally performing any of the positions named above, are, for any reasonable cause whatsoever, unacceptable to VILLAGE, CONTRACTOR shall replace the unacceptable personnel with personnel acceptable to the VILLAGE.

SECTION 18. PREVAILING PARTY COST AND ATTORNEY'S FEES/WAIVER OF JURY TRIAL

18.1 If either the VILLAGE or CONTRACTOR is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all costs, expenses, and reasonable attorney's fees in any state or federal administrative, circuit court and appellate court proceedings.

18.2 In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

SECTION 19. ALL PRIOR AGREEMENTS SUPERSEDED

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained in this Agreement and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly it is agreed that no deviation from the terms of the Agreement shall be predicated upon any prior representations or agreements whether oral or written.

SECTION 20. CONTRACTOR'S RESPONSIBILITIES

20.1 CONTRACTOR warrants that the Work to be performed hereunder shall be performed by the CONTRACTOR'S own staff or employees, unless otherwise approved in writing by the VILLAGE. The VILLAGE shall approve any and all subcontractors providing Work to the VILLAGE pursuant to this Agreement. Said approval shall not be construed as constituting an agreement between the VILLAGE and said other person or firm. The CONTRACTOR'S Work shall be performed in a manner consistent with that degree of skill and care ordinarily exercised by practicing professionals performing similar Work in the same locality and under the same or similar circumstances and conditions.

20.2 CONTRACTOR represents that it possesses the requisite skills and shall follow the professional standards and the standard of conduct for CONTRACTORS or vendors in performing all Work under this Agreement. The CONTRACTOR agrees to use its skill and judgment in furthering the VILLAGE'S interests hereunder and CONTRACTOR shall perform the Work in accordance with the practice of the pertinent industry and as expeditiously as is consistent with reasonable skill and care. The VILLAGE shall have the right to reject or disapprove Work which the Village finds to be defective or non-conforming. If at any time during the term of this Agreement or the Project for which the CONTRACTOR has provided Work under this Agreement, it is determined that the CONTRACTOR'S Work are incorrect, defective, non-conforming or fail to conform to the terms of this Agreement, upon written notification from the VILLAGE, the CONTRACTOR shall immediately proceed to correct the Work, re-perform Work which failed to satisfy the foregoing standard of care and shall pay all costs and expenses associated with correcting said incorrect or defective work, including any additional inspections, and installation and reimbursements to the VILLAGE for any other Work and expenses made necessary thereby, save and except any costs which the VILLAGE would have otherwise paid absent the CONTRACTOR'S error or omission. The VILLAGE'S approval, acceptance, use of or payment for all or any part of the CONTRACTOR'S Work shall in no way alter the CONTRACTOR'S obligations or VILLAGE'S rights hereunder.

20.3 CONTRACTOR agrees, within seven (7) calendar days of receipt of a written request from the VILLAGE, to promptly remove and replace any personnel

employed or retained by the CONTRACTOR, any subcontractor or other persons employed or utilized by the CONTRACTOR in the performance of this Agreement or any personnel of any such subcontractor or other persons employed or utilized by the CONTRACTOR to provide and perform the Work or work pursuant to the requirements of this Agreement, whom the VILLAGE shall request in writing to be removed, which request may be made by the VILLAGE.

20.4 If CONTRACTOR allows any work to be performed knowing, or when with the exercise of due care the CONTRACTOR should have known, it to be contrary to any such applicable laws, ordinances, rules, regulations or restrictions and fails to give VILLAGE written notice thereof prior to performance thereof, CONTRACTOR shall bear all costs, liabilities, and expenses arising therefrom, which costs, liabilities and expenses shall not be considered a part of CONTRACTOR'S fees or any other amounts due hereunder.

20.5 CONTRACTOR hereby represents and warrants that it has reviewed all necessary Project documents, specifications, and that this Agreement and the Proposal, when taken together, fully and accurately describe the Work needed to complete the Project in accordance with the requisite standard of care, and that CONTRACTOR is not aware of any additional work, labor or Work that will be required to complete the Project. CONTRACTOR warrants and represents that it has visited and inspected the Project Sites and become familiar with and is satisfied as to the general and local conditions and site conditions that may affect performance or progress of the Work, and the cost of the Work.

20.6 CONTRACTOR hereby represents and warrants that all Work shall comply with all applicable federal, state and local laws, ordinances and building codes.

20.7 CONTRACTOR shall be responsible for promptly notifying the VILLAGE of any damage to irrigation systems, buildings or other structures, vehicles, or property or possessions, which occur as a result of the Work performed by CONTRACTOR pursuant to this Agreement, or the improper or negligent activities of the CONTRACTOR.

20.8 CONTRACTOR warrants that it shall have, prior to commencement of Work under this Agreement and at all times during said Work, all required licenses and permits whether federal, state, County or Village. Contractor acknowledges that it is the obligation of CONTRACTOR to obtain all licenses and permits required for this Project.

20.9 CONTRACTOR'S obligations under this Section 20 shall survive termination of this Agreement.

SECTION 21. TAXES.

CONTRACTOR shall pay all taxes, levies, duties and assessments of every nature which may be applicable to the Work under this Agreement. The pricing and any agreed

variations thereof shall include all taxes imposed by law at the time of this Agreement. CONTRACTOR shall make any and all payroll deductions required by law. CONTRACTOR herein indemnifies and holds the VILLAGE harmless from any liability on account of any and all such taxes, levies, duties and assessments.

Notwithstanding anything contained in the Agreement Documents to the contrary, the VILLAGE may exercise its right to implement an owner direct purchase program whereby the VILLAGE will directly purchase equipment or materials for the Work. Under an owner direct purchase program, CONTRACTOR shall work with the VILLAGE to identify materials and equipment for purchase by the VILLAGE. CONTRACTOR will receive, unload, properly store, and provide insurance consistent with the requirements of this Agreement and applicable law and regulations for all equipment and materials purchased under an owner direct purchase program. The Contract Price shall be reduced as appropriate by the value of the purchase order(s), plus the applicable sales tax, issued by the VILLAGE under any owner direct purchase program.

SECTION 22. SAFETY.

CONTRACTOR shall be fully and solely responsible for safety and conducting all operations under this Agreement at all times in such a manner as to avoid the risk of bodily harm to persons and damage to property. CONTRACTOR shall continually and diligently inspect all Work, materials and equipment to discover any conditions which might involve such risks and shall be solely responsible for discovery and correction of any such conditions. CONTRACTOR shall have sole responsibility for implementing its safety program. VILLAGE shall not be responsible for supervising the implementation of CONTRACTOR'S safety program, and shall not have responsibility for the safety of CONTRACTOR'S or its subcontractor's employees. CONTRACTOR shall maintain all portions of the Project sites and Work in a neat, clean and sanitary condition at all times. CONTRACTOR shall assure that subcontractors performing Work comply with the foregoing safety requirements.

SECTION 23. CLEANING UP.

CONTRACTOR shall, at all times, at its expense, keep the Project sites in a neat, clean and safe condition. Upon completion of any portion of the Work, CONTRACTOR shall promptly remove all of its equipment, construction materials, temporary structures and surplus materials not to be used at or near the same location during later stages of the Work. Upon completion of the Work, CONTRACTOR shall, at its expense, satisfactorily dispose of all rubbish, unused materials and other equipment and materials belonging to it or used in the performance of the Work and CONTRACTOR shall leave the Project in a neat, clean and safe condition. In the event of CONTRACTOR'S failure to comply with the foregoing, the same may be accomplished by the VILLAGE at CONTRACTOR'S expense

SECTION 24. DEFECTIVE WORK/WARRANTY.

24.1 The VILLAGE shall have the authority to reject or disapprove Work which the VILLAGE finds to be defective. If required by the VILLAGE, CONTRACTOR shall promptly either correct all defective Work or remove such defective Work and replace it with non-defective Work. CONTRACTOR shall bear all direct, indirect and consequential costs of such removal or corrections.

24.2 The CONTRACTOR shall unconditionally warrant and guarantee all materials and equipment furnished and Work performed pursuant to its product assurance and warranty program, which includes 100% maintenance costs, labor and materials, as set forth in the Proposal attached hereto as Exhibit "A". If any of the Work is found to be defective or not in accordance with the Agreement Documents, CONTRACTOR, after receipt of written notice from VILLAGE, shall promptly correct such defective or nonconforming Work without cost to VILLAGE. CONTRACTOR shall provide and assign to VILLAGE all material and equipment warranties upon completion of the Work hereunder.

SECTION 25. NOTICES

Whenever either party desires to give notice to the other, it must be given by hand delivery or written notice, sent by certified United States mail, with return receipt requested or a nationally recognized private mail delivery service, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

FOR CONTRACTOR:

Musco Sports Lighting, LLC
Attention: _____
100 1st Avenue West
Oskaloosa, IA 52577
Phone: ( ) _____
Facsimile: (___) _____

FOR VILLAGE:

Village of Key Biscayne, Florida
Attn: John C. Gilbert, Village Manager
88 West McIntyre Street
Key Biscayne, Florida 33149
Phone: (305) 365-5514

With a copy to:

Stephen J. Helfman, Esq.
Weiss Serota Helfman Pastoriza Cole & Boniske, P.L.
Village Attorney
2525 Ponce de Leon Blvd.
Suite 700
Coral Gables, FL 33134
Phone: (305) 854-0800
Facsimile: (305) 854-2323

SECTION 26. TRUTH-IN-NEGOTIATION CERTIFICATE

Execution of this Agreement by CONTRACTOR shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the Contract Price under this Agreement are accurate, complete, and current at the time of contracting. This Agreement's Contract Price and any additions shall be adjusted to exclude any significant sums by which the VILLAGE determines the Project's Contract Price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such adjustments shall be made within one (1) year following the end of this Agreement.

SECTION 27. CONSENT TO JURISDICTION

The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of relating to this Agreement. Venue of any action to enforce this Agreement shall be proper exclusively in Miami-Dade County, Florida.

SECTION 28. GOVERNING LAW

This Agreement shall be construed in accordance with and governed by the laws of the State of Florida.

SECTION 29. HEADINGS

Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

SECTION 30. EXHIBITS

Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The Exhibits if not physically attached, should be treated as part of this Agreement, and are hereby incorporated by reference.

SECTION 31. NO WAIVER OF BREACH

The failure of a party to insist on strict performance of any provision of this Agreement shall not be construed to constitute a waiver of a breach of any other provision or of a subsequent breach of the same provision.

SECTION 32. SEVERABILITY

If any provision of this Agreement or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

SECTION 33. COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall constitute one and the same instrument.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereby execute this Agreement on the date set forth below their signature.

VILLAGE:

ATTEST

VILLAGE OF KEY BISCAYNE, FLORIDA, a Florida municipal corporation

_____
Village Clerk

By:_____
John C. Gilbert, Village Manager

Date Executed: _____

Approved as to Form and Legal Sufficiency:

_____
Village Attorney

IN WITNESS WHEREOF, the parties hereby execute this Agreement on the date set forth below their signature.

CONTRACTOR:

Witnesses:

MUSCO SPORTS LIGHTING, LLC, a an Iowa Limited Liability Company

_____
Print Name: _____

By:_____
Name:_____
Title:_____

_____ __
Print Name: _____

Date Executed: _____

EXHIBIT "A"

(Attach Proposal of Musco Sports Lighting, LLC)

100 1st Ave West ● PO Box 808 ● Oskaloosa, IA 52577
Phone: (800) 825-6020 ● Fax: (888) 397-8736

March 21, 2013

Village of Key Biscayne
Attn: Todd Hofferberth
88 W Mcintyre St
Key Biscayne, FL 33149

Re: Control-Link Quote – St. Agnes Soccer & Basketball

Dear Todd,
Here is the Control-Link Quote that you requested. This quote includes the following…

Equipment
- (1) Remote Equipment Controllers (REC's)
- (2) Remote Off/On Auto Switches
- (1) Remote Switch Box

Zone 1: Soccer Zone 2: Basketball

- 10 year warranty on all equipment including labor

Equipment Installation
- Turnkey installation of all components by Musco
- Activation and testing of systems to ensure all units are fully functional and operational

10 Years Control Link Central Service (CLC)
- 24/7 toll free access to CLC customer scheduling operators
- Access to Musco Control Link Scheduling Website

Total Equipment & Installation with 10 years of Service: $9,000.00*

*Please add applicable sales tax. Freight has been included
Please feel free to call me to discuss any questions or concerns that you may have.
Sincerely,

Gene Fynaardt

Gene Fynaardt
Lighting Services Sales Representative
Musco Lighting

Field Description	Quantity	Pricing Per Clay County	Extended Price
(Sec 11) Adder Control & Monitoring Unit	1	$7,475.00	7,475.00
(Deduct for Monitoring)	1	$475.00	-$475.00
(Sec V F) Project Management	1	$5,750.00	$5,750.00
(Deduct for Project Management)	1		-$3,750.00
Total			$9,000.00

Quote

Village Green North
Key Biscayne, FL
Date: March 13, 2013
To: Todd Hofferberth
Pricing per Clay County Contract RFP# 08/09-3

Quotation Price - Materials and Turnkey Installation

Musco's Light Structure Green™ lighting system as described below and delivered to the job site $175,000.

- Pricing does not include Permitting Costs.

Equipment Description

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

- Pre-cast concrete bases
- Galvanized steel poles
- 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™ product assurance and warranty program that eliminates 100% of your maintenance costs for 25 years, including labor and materials
- Guaranteed constant light level for 25 years
- 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 phasing on site

Field Description	Quantity	Pricing Per Clay County	Extended Price
(Sect I) Soccer Field	1	$90,067.00	$90,067.00
(Sect II G) Freight	1	$912.00	$912.00
(Sect III A)Pole Installation 70'	4	$3,795.00	$15,180.00
(Sec IV A) 200 Amp Service	1	$11,040.00	$11,040.00
(Sect IV B 1) Wiring from Panel to Contactors	4	$100.00	$400.00
(Sect IV B 2) Wiring from Contactors to Poles	1,500	$34.00	$51,000.00
(Sect IV B 3a) Brooks 38T pull box	4	$460.00	$1,840.00
(Sect IV B 3b) Connect pull box	4	$110.00	$440.00
(Section V A 3) Electrical Engineering	1	$5,750.00	$5,750.00
(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			-$8,529.00
Total			$175,000.00

Sales tax and permitting costs are not included as part of this quote.

Pricing furnished is effective for 60 days unless otherwise noted and is considered confidential. Divulging technical or pricing information to competitive vendors will result in removal from the bid list.

Payment Terms
Payment of 25% of the contract price is required with order. The contract balance is due Net 30 days.

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

Musco will make every effort to coordinate shipment so that delivery corresponds with the customer's payment schedule. 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 size of 240' X 185' for Soccer Field
- Structural code and wind speed = 2010 FBC, 175 MPH HVHZ.
- Confirmation of pole locations prior to production

Scope of work includes:

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 3 soils in the 2010 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 / Musco Subcontractor 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.

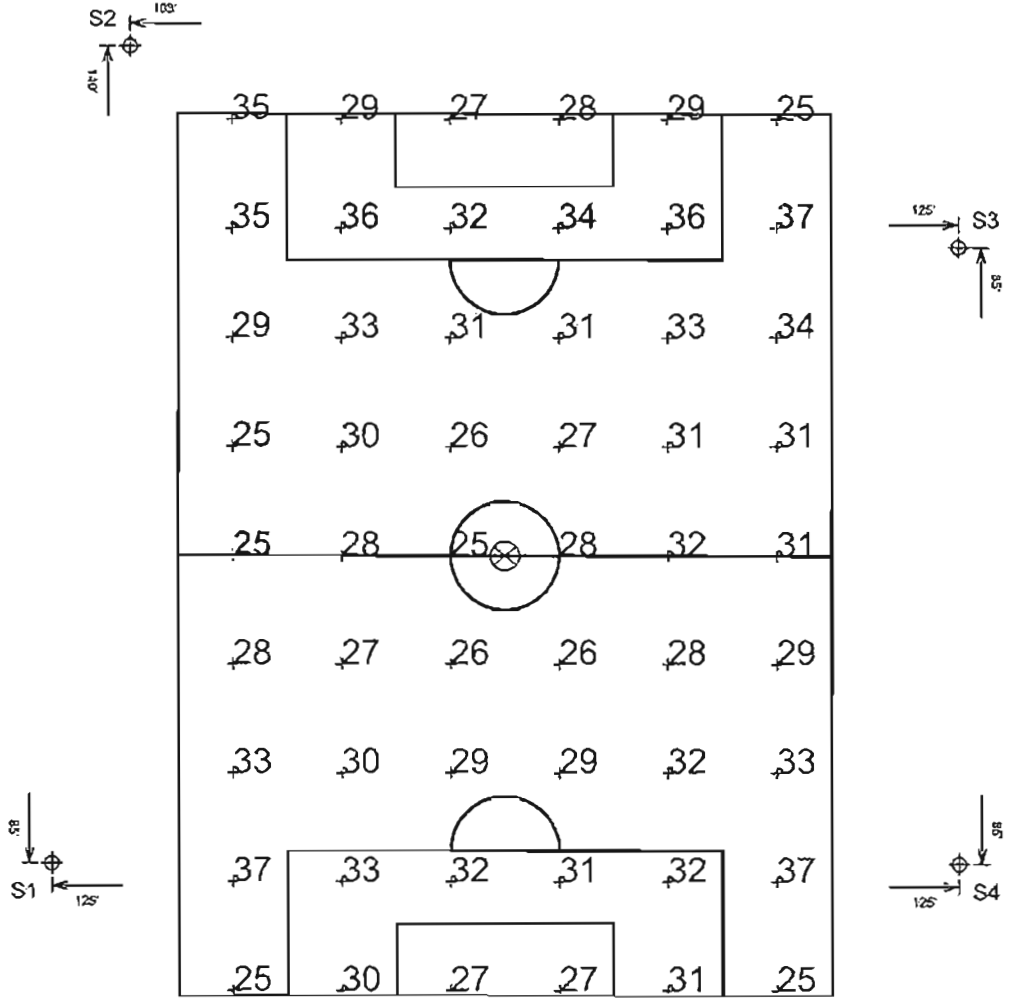
6. Provide review of electrical design as provided by Electrical Contractor or Electrical Engineer.
7. Provide equipment and materials to off load equipment at jobsite per scheduled delivery.
8. Provide storage containers for material as necessary.
9. Provide adequate security to protect Musco delivered products from theft, vandalism or damage during the installation.
10. Provide electrical design by electrical engineer.
11. Obtain required permits, owner to pay cost of permits. Subcontractor to advise Musco of costs to subcontractor, if any, before proceeding with permitting.
12. Provide materials and equipment to install or upgrade existing electrical service panels as required or necessary. (This needs defined per Electrical design).
13. Provide materials and equipment to install all underground conduit, wiring, pull boxes etc. and terminate wiring as required per electrical design.
14. 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.
15. Provide materials and equipment to install Light Structure System foundations as specified on Layout.
16. 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.
17. Provide equipment and materials to remove spoils from jobsite.
18. Provide materials and equipment to assemble and install Light Structure Green™ fixtures and terminate all necessary wiring.
19. Provide equipment and materials to assemble and erect Light Structure System Poles.
20. 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.
21. Keep all heavy equipment off of playing fields when possible.
22. Provide startup and aiming as required to provide complete and operating sports lighting system.

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

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

EQUIPMENT LIST FOR AREAS SHOWN

Pole				Luminaires				
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LAMP TYPE	QTY / POLE	THIS GRID	OTHER GRIDS
4	S1-S4	70'	-	70'	1500W MZ	5	5	0
4	TOTALS					20	20	0



SCALE IN FEET 1 : 50

0' 60' 100'

Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊗

MY PROJECT

Name: Village Green North
Location: Key Biscayne,FL

GRID SUMMARY

Name: Soccer
Size: 243' x 180'
Spacing: 30.0' x 30.0'
Height: 3.0' above grade

CONSTANT ILLUMINATION

SUMMARY	HORIZONTAL FOOTCANDLES
	Entire Grid
Guaranteed Average:	**30**
Scan Average:	30.2
Maximum:	37
Minimum:	25
Avg / Min:	1.22
Guaranteed Max / Min:	**2.5**
Max / Min:	1.51
UG (adjacent pts):	1.50
CV:	0.12
No. of Points:	54
LUMINAIRE INFORMATION	
Luminaire Type:	Green Generation
Rated Lamp Life:	5,000 hours
Avg Lumens / Lamp:	134,000
Avg Lamp Tilt Factor:	1.000
No. of Luminaires:	20
Avg KW:	31.28 (34.0 max)

Guaranteed Performance: The Guaranteed Average CONSTANT ILLUMINATION described above is guaranteed for the rated life of the lamp.

Field Measurements: Illumination measured in accordance with IESNA LM-5-04 and CIBSE LG4. Individual values may vary. See the Warranty document for details.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume +/- 3% nominal voltage at line side of the ballast and structures located within 3 feet (1m) of design locations.

ENGINEERED DESIGN

By: Jake Van Polen
File # / Date: 127590R3 17-Apr-13

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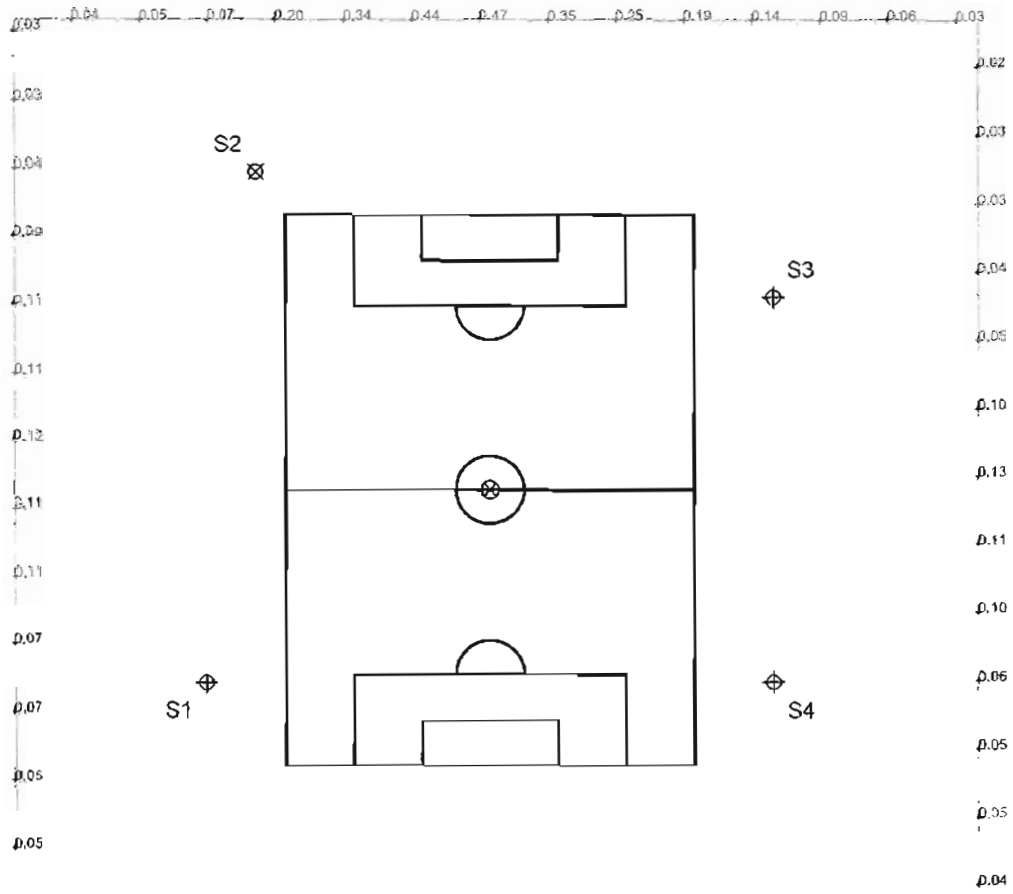
ILLUMINATION SUMMARY

EQUIPMENT LIST FOR AREAS SHOWN

Pole				Luminaires				
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LAMP TYPE	QTY / POLE	THIS GRID	OTHER GRIDS
4	S1-S4	70'	-	70'	1500W MZ	5	5	0
4			TOTALS			20	20	0



SCALE IN FEET 1 : 80

0' 80' 160'

Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊗

musco Lighting

MY PROJECT

Name: Village Green North
Location: Key Biscayne,FL

GRID SUMMARY

Name: Spill
Spacing: 30.0'
Height: 3.0' above grade

CONSTANT ILLUMINATION

SUMMARY	HORIZONTAL FOOTCANDLES
	Entire Grid
Scan Average:	0.114
Maximum:	0.47
Minimum:	0.02
No. of Points:	40
LUMINAIRE INFORMATION	
Luminaire Type:	Green Generation
Rated Lamp Life:	5,000 hours
Avg Lumens / Lamp:	134,000
Avg Lamp Tilt Factor:	1.000
No. of Luminaires:	20
Avg kW:	31.28 (34.0 max)

Guaranteed Performance: The CONSTANT ILLUMINATION described above is guaranteed for the rated life of the lamp.

Field Measurements: Illumination measured in accordance with IESNA LM-5-04 and CIBSE LG4. Individual values may vary. See the Warranty document for details.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the **"Musco Control System Summary"** for electrical sizing.

Installation Requirements: Results assume +/- 3% nominal voltage at line side of the ballast and structures located within 3 feet (1m) of design locations.

ENGINEERED DESIGN

By: Jake Van Polen
File # / Date: 127590R3 17-Apr-13

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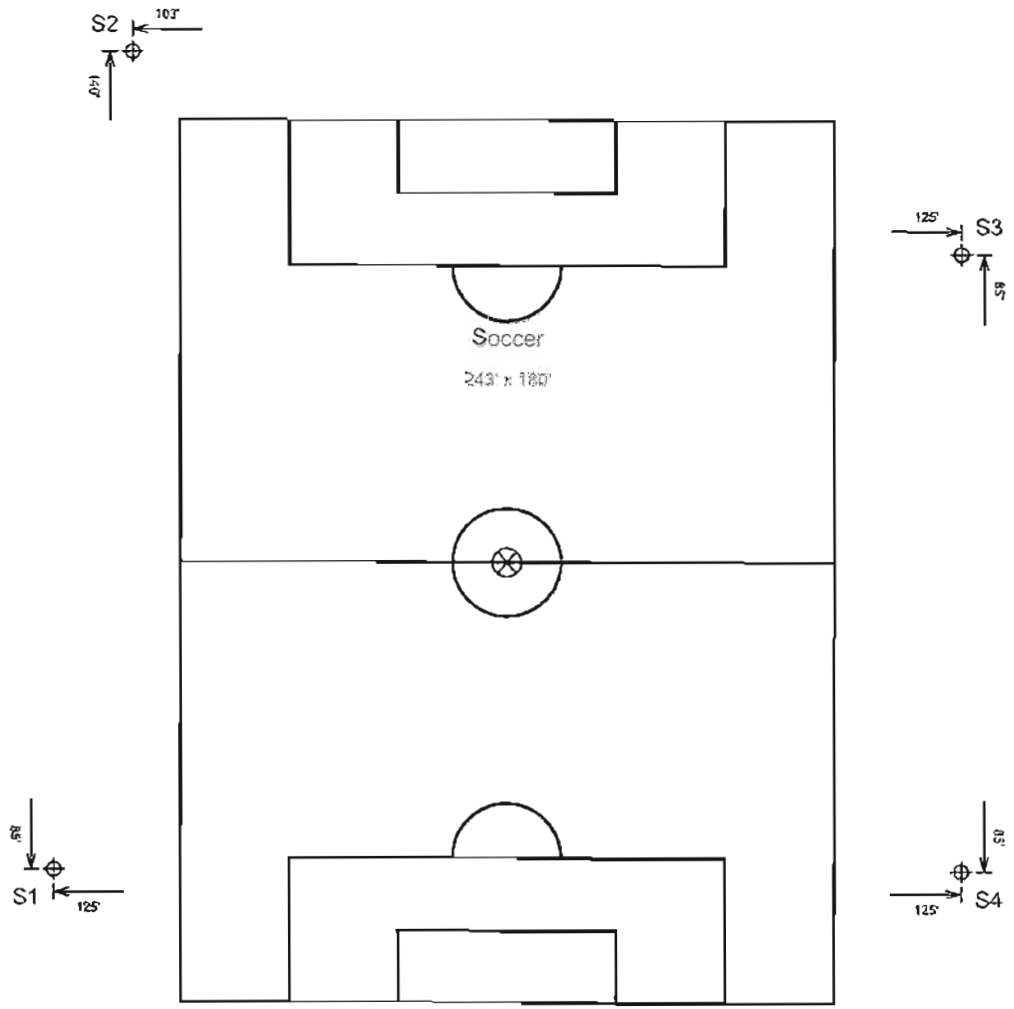
ILLUMINATION SUMMARY



MY PROJECT

Name: Village Green North
Location: Key Biscayne,FL

EQUIPMENT LAYOUT

INCLUDES:
- Soccer

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume +/- 3% nominal voltage at line side of the ballast and structures located within 3 feet (1m) of design locations.

EQUIPMENT LIST FOR AREAS SHOWN

Pole				Luminaires		
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LAMP TYPE	QTY / POLE
4	S1-S4	70'	-	70'	1500W MZ	5
4	TOTALS					20

SINGLE LUMINAIRE AMPERAGE DRAW CHART

Ballast Specifications (.90 min power factor)	Line Amperage Per Luminaire (max draw)						
Single Phase Voltage	208 (60)	220 (60)	240 (60)	277 (60)	347 (60)	380 (60)	480 (60)
1500 watt MZ	8.6	8.3	7.5	6.5	5.1	4.7	3.7

SCALE IN FEET 1 : 50

0' 50' 100'

Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊗

ENGINEERED DESIGN

By: Jake Van Polen
File # / Date: 127590R3 17-Apr-13

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