



VILLAGE OF KEY BISCAYNE

Office of the Village Manager

Village Council
Robert L. Vernon, *Mayor*
Jorge E. Mendia, *Vice Mayor*
Michael Davey
Enrique Garcia
Steve Liedman
Thomas Thornton
Patricia Weinman

Village Manager
Jacqueline R. Menendez

DT: May 22, 2007

TO: Honorable Mayor and Council Members

FR: Jacqueline R. Menendez, Village Manager

RE: **LIGHTING OF THE ATHLETIC
FIELD ON THE NORTH END OF THE
VILLAGE GREEN**

RECOMMENDATION

It is recommended that the Village Council authorize the purchase and installation of lighting improvements to the field located at the north end of the Village Green.

BACKGROUND

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 Village of Key Biscayne and the Key Biscayne Athletic Club have worked over the years to maximize the fields available for active recreation. In 2004 an agreement between the Village of Key Biscayne and St. Agnes Church provided field improvements including new drainage, turf and lighting. In 2005 the Village was able to obtain an extension of the lighted fields in Crandon Park until the year 2013. In 2006 the Village approved drainage and turf improvements to the field located at the Key Biscayne Community School. Despite these efforts the playing field shortage still exists.

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 parks districts for additional space. It is clear that the Village has been diligent in these efforts. When these opportunities are exhausted it is recommended that municipality increase use by scheduling changes, reconfiguration of existing lands, expansion of existing lands, improved drainage,

and lighting improvement to existing fields. The Village has changed schedules, investigated the purchase of land and reconfiguration of existing lands, improved drainage at the school and the church, and made lighting improvements at the church.

The existing playing shortage combined with the current and future demand on existing facilities demands that the Village exhaust every opportunity possible to mitigate this deficiency. The lighting of this facility will greatly assist in the Village and the KBAC in providing active recreational opportunities for residents. Exhibit "B" describes how lighting this field will dramatically improve the inventory of programmable space.

The Village has yet to provide athletic field lighting on properties owned by the Village. The lit fields at Crandon are limited in use and scheduled to be removed in 2013. The lit fields at St. Agnes are limited in use by after school activities and subject to a renewable use agreement that expires in 2009.

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 \$175,244.00 will be funded by the "reserve for playing fields" reserve fund.

RESOLUTION NO. 2007-

A CAPITAL PROJECT AUTHORIZING RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, CONCERNING LIGHTING EQUIPMENT FOR THE PLAYING FIELD LOCATED ON THE NORTH END OF THE VILLAGE GREEN; AUTHORIZING PURCHASE AND INSTALLATION OF LIGHTING EQUIPMENT; AUTHORIZING CONTRACT BETWEEN THE VILLAGE AND MUSCO SPORTS LIGHTING, LLC FOR SUPPLYING AND INSTALLING LIGHTING EQUIPMENT; 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 equipment (the "Equipment") for playing field lighting, upon lands owned by the Village; 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, to-wit: the City of Jacksonville, pursuant to Section 2-86 of the Village Code; and

WHEREAS, that, in any event, the competitive bidding procedures for the Equipment purchase and installation may 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 of the need to further the Village's interest in obtaining lighting systems from the same source of supply and service which has previously been installed and successfully used at other playing fields operated by the Village, and that public bidding is not otherwise mandated by state

law, for this field lighting project since the electrical work component of the Equipment purchase and installation does not exceed Fifty Thousand and No/100 (\$50,000.00) Dollars; and

WHEREAS, the Village Council finds that it is in the best interest of the Village 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. Work Authorized, Specification of Funds.

A. That the purchase and installation activities for the Equipment as described herein and in the Proposal, a copy of which Proposal is set forth in Exhibit "A", attached hereto, are hereby approved and authorized, subject to the condition that the cost of the purchase and installation of the Equipment shall not be more than One Hundred Seventy-Five Thousand, Two Hundred Twenty-Four (\$175,224.00) Dollars.

B. That the fund amount and source for the Equipment purchase and installation is hereby authorized and approved as described in the Village Manager's memorandum which accompanies this Resolution.

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 this Resolution, and such Agreement is hereby approved, subject to approval of the

Village Attorney as to form and legal sufficiency.

Section 4. Implementation. 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 Equipment purchase and installation transaction.

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

PASSED AND ADOPTED this ____ day of _____, 2007.

MAYOR ROBERT L. VERNON

ATTEST:

CONCHITA H. ALVAREZ, CMC, VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

VILLAGE ATTORNEY

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Tree Farm North
Key Biscayne, Florida
Date: May 14, 2007
To: Todd Hofferberth
Pricing per City of Jacksonville Bid SC-0511-06

Quotation Price

Musco's Light Structure Green™ as described below and delivered to the job site..... **\$175,224.00.**

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
- 2 group re-lamps at the end of the lamps' rated life, 5000 hours
- Guaranteed constant light level of 30 for 25 years, +/-10% per IESNA RP-06-01
- Control Link® Control & Monitoring System for flexible control and solid management of your lighting system
- Lighting Contactors sized for Volt and phase available at jobsite

Field Description	Quantity	Pricing Per Jacksonville	
		LSG 140 Exposure C 400 Hours of Operation	Extended Price
400 Hours of Operation			
330'x 160': 30fc	1	\$75,684.00	\$75,684.00
Section III: Item A - Pole Installation(70' Poles)	4	\$3,740.00	\$14,960.00
Section IV: A (200amp)	1	\$9,600.00	\$9,600.00
Section IV: B 1 a (Wiring from Panel to contactors)	4	\$75.00	\$300.00
Section IV: B 2 a (Wiring from contactor to pole)	1800	\$29.00	\$52,200.00
Section IV: B 3 a	4	\$400.00	\$1,600.00
Section IV: B 3 b	4	\$95.00	\$380.00
Section V: A 3 (200 amp)	1	\$5,000.00	\$5,000.00
Section V: B 1	1	\$1,000.00	\$1,000.00
Section V: F	1	\$5,000.00	\$5,000.00
Adders/Deducts Freight variables, difference in building code, wind speed, and hours of operation.			\$9,500.00
Total			\$175,224.00

Sales tax is not included as part of this quote.

Pricing furnished is effective for 60 days unless otherwise noted and is considered confidential. 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 no later than 30 days after 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.

Scope of Work

Owner Responsibilities:

- 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.
- Survey in pole locations.
- Removal of any trees, limbs, etc. for total access to pole locations.
- Removal and replacing of all fencing.
- Repair and replacement of any field turf, asphalt, and /or concrete damage.
- Locate existing underground utilities including irrigation systems.
- Pay for all permitting costs.
- 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 Table 1804.2 in the 2004 edition of the Florida Building Code and can be excavated using standard earth auguring equipment.
- Provide primary transformer to within 150' of site.
- Provide a source of water (I.E. Fire Hydrant or 2" water line).
- Provide adequate trash container for cardboard waste.

Musco Responsibilities:

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

Musco Subcontractor Responsibilities:

- Provide equipment and materials to off load equipment at jobsite per scheduled delivery.
- Provide storage containers for material as necessary.
- Provide adequate security to protect Musco delivered products from theft, vandalism or damage during the installation.
- Provide electrical design by electrical engineer.
- Secure required permits, owner to pay cost of permits.
- Provide materials and equipment to install or upgrade existing electrical service panels as required or necessary. (This needs defined per Electrical design).
- Provide materials and equipment to install all underground conduit, wiring, pull boxes etc. and terminate wiring as required per electrical design.

- 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.
- Provide materials and equipment to install (4) Light Structure System foundations as specified on Layout.
- 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.
- Provide equipment and materials to remove spoils from jobsite.
- Provide materials and equipment to assemble and install (20) Light Structure Green√ fixtures and terminate all necessary wiring.
- Provide equipment and materials to assemble and erect (4) Light Structure System Poles.
- Provide equipment and materials to install the new Lighting Contactor Cabinet and terminate all necessary wiring.
 - Contractor will commission Control Link by contacting Control Link Central at (877-347-3319) and going through the following steps:
 - Check all Zones to make sure they work in both auto and manual mode.
 - 1 hour comprehensive burn of all lights on each zone.
 - Set base line for the DAS (Diagnostic Acquisition System)
- Keep all heavy equipment off of playing fields when possible.
- Provide startup and aiming as required to provide complete and operating sports lighting system.

Notes

Quote is based on:

- Shipment of entire project together to one location
- One Soccer Field
- Volt, and Phasing available at jobsite
- Structural code and wind speed = 2004 FBC, 150 MPH Importance Factor 1.0 Exposure C .
- Confirmation of pole locations prior to production

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

Joel Kraushaar
 Sales Coordinator
 Musco Sports Lighting, LLC
 Phone: 1-800-754-6025 ext 4089
 E-mail: joel.kraushaar@musco.com
 Fax: 1-800-374-6402

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	
← TOTALS →						20	20	0	



GUARANTEED PERFORMANCE

ILLUMINATION SUMMARY

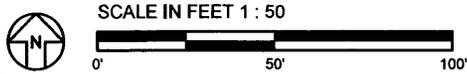
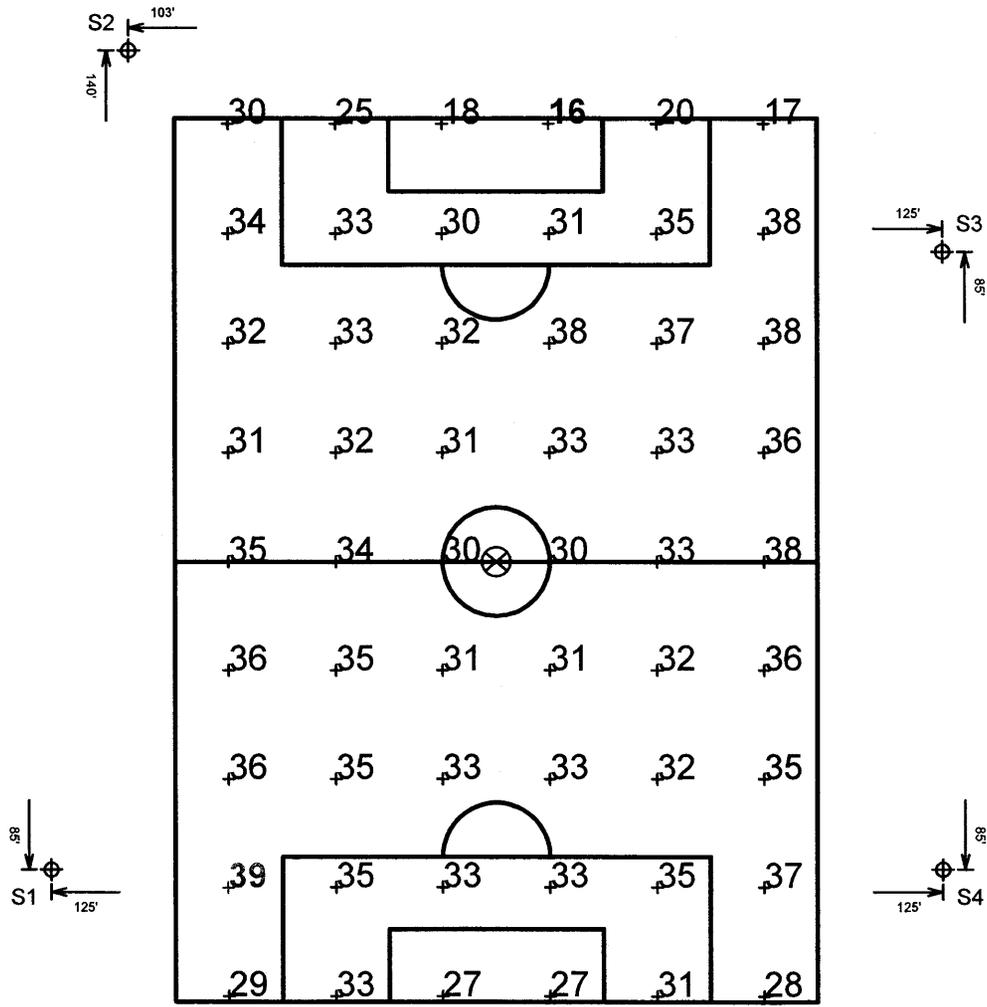
Soccer
 Tree Farm Park North
 Key Biscayne, FL

Soccer

- Size: 243' x 180'
- Grid Spacing = 30,0' x 30,0'
- Values given at 3,0' above grade

- Luminaire Type: Green Generation
- Rated Lamp Life: 5000 hours
- Avg Lumens/Lamp: 134,000

CONSTANT ILLUMINATION HORIZONTAL FOOTCANDLES	
	Entire Grid
No. of Target Points:	54
Average:	32,0
Maximum:	39
Minimum:	16
Avg/Min:	2,06
Max/Min:	2,49
UG (Adjacent Pts):	2,26
CV:	0,16
Average Lamp Tilt Factor:	1,000
Number of Luminaires:	20
Avg KW over 5000 hours:	31,28
Max KW:	34,0



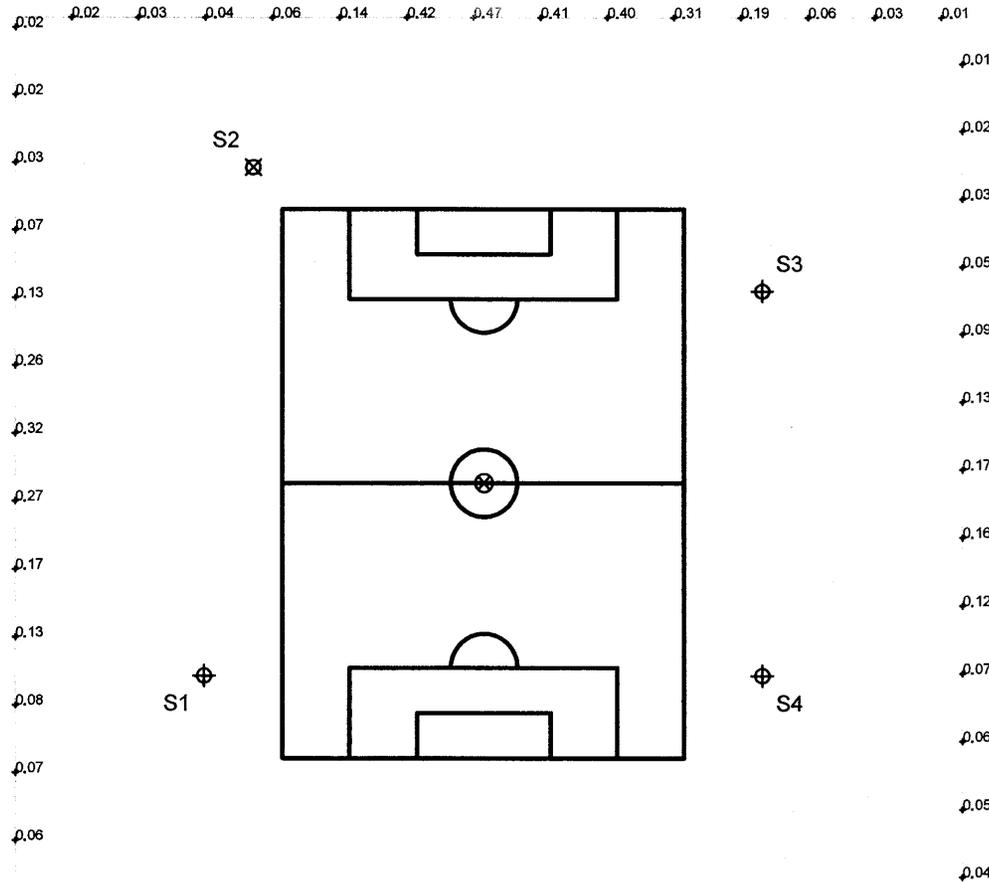
Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊗

By: Matt Smith
 File #: 127590
 Date: 11-May-07
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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
← TOTALS →						20	20	0



GUARANTEED PERFORMANCE



ILLUMINATION SUMMARY

Spill
 Tree Farm Park North
 Key Biscayne, FL

Spill

- Grid Spacing = 30.0'
- Values given at 3.0' above grade
- Luminaire Type: Green Generation
- Rated Lamp Life: 5000 hours
- Avg Lumens/Lamp: 134,000

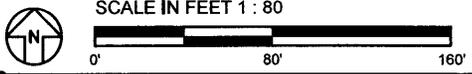
CONSTANT ILLUMINATION HORIZONTAL FOOTCANDLES	
Entire Grid	
No. of Target Points:	40
Average:	0.131
Maximum:	0.47
Minimum:	0.01
Average Lamp Tilt Factor:	1.000
Number of Luminaires:	20
Avg KW over 5000 hours:	31.28
Max KW:	34.0

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

Field Measurements: Averages shall be +/-10% in accordance with IESNA RP-6-01 and CIBSE LG4. Individual measurements may vary from computer predictions.

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.



By: Matt Smith
 File #: 127590
 Date: 11-May-07

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

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GUARANTEED PERFORMANCE

EQUIPMENT LAYOUT

Tree Farm Park North

Key Biscayne, FL

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.

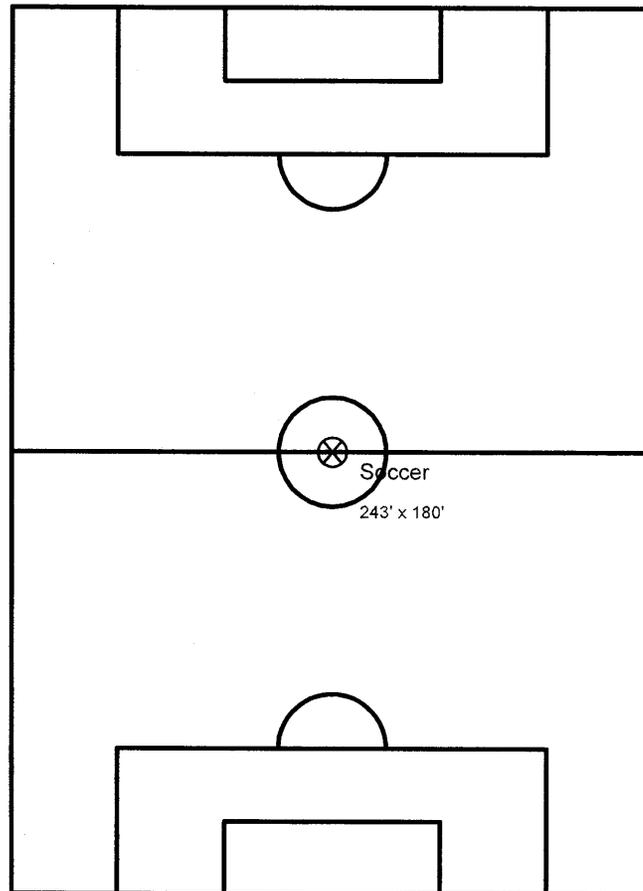
EQUIPMENT LIST FOR AREAS SHOWN

		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									
	120 (60)	208 (60)	220 (60)	240 (60)	277 (60)	347 (60)	380 (60)	415 (60)	480 (60)	
1500 watt MZ	Max	-	8.6	7.7	7.5	6.5	5.1	4.7	-	3.7
	Min	11.7	6.7	6.0	5.9	5.1	4.0	3.7	X	2.9

S2
⊗



S3
⊕

S1
⊕

S4
⊕



SCALE IN FEET 1 : 50



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

By: Matt Smith

File #: 127590

Date: 11-May-07

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- B. FINAL BID SPECIFICATION**
Musco Specification
- C. BID FORM**
Submitted Bid Form
- D. NOTICE OF AWARD**
Signed Award Letter

Season Schedule for Field Sports

	August	September	October	November	December	January	February	March	April	May	June/July	
Tackle Football												
Flag Football												
Youth Soccer												
Traveling Baseball												
Baseball												
Softball												
Lacrosse												
Extended Soccer												
Sunset Average		7:25 PM	6:55 PM	5:30 PM	5:35 PM	5:50 PM	6:10 PM	7:30 PM	7:45 PM	8:00 PM	8:15 PM	
Hours of Increased use per Month		41	57	89	95.15	90.15	71.6	46.6	34.58	27		
M-F after 5:00 PM no lights		46 Hours	38 Hours	11 Hours	13 Hours	19 Hours	25 Hours	53 Hours	60 Hours	66 Hours		
M-F after 5:00 PM w/lights		80 Hours	92 Hours	88 Hours	84 Hours	92 Hours	84 Hours	84 Hours	88 Hours	88 Hours		
Weekday Increase		34 Hours	54 Hours	69 Hours	71 Hours	73 Hours	59 Hours	31 Hours	28 Hours	22 Hours		
% Increase		43%	58%	86 %	84%	79%	70%	36%	31%	25%		

PRACTICE MATRIX

FIELD SCHEDULE FOR FEBRUARY

LACROSS

Day	Time	CRANDON		SCHOOL	VILLAGE GREEN					ST. AGNES				
		North	South		B CAGE	K-TREE	M SOUTH	BATH	PLAY G	GAZEBO	M NORTH	RD/ P C	MG/ PC	Rd/SAC
MON	4 PM				B	T	T	T	T					
	5 PM	KR 2&3	KR 1	GSB	B	T	T	T	T			CP	CP	CP
	5:30 PM	KR 2&3	KR 1	GSB	B	T	T	T	T			CP	CP	CP
	6 PM	KR 2&3	KR 1	GSB	B	T	T	T	T			CP	CP	CP
	6:30 PM	KR 2&3	KR 1									CP - Red Sox	CP - Cardinals	CP
	7 PM	M	MS									CP - Red Sox	CP - Cardinals	CP
	7:30 PM	M	MS									CP - Red Sox	CP - Cardinals	CP
	8 PM	M	MS											
	9 PM	M	MS											
TUES	4 PM				GSB	T	T	T	T					
	5 PM	B	M	M	GSB	T	T	T	T			CP	CP	
	5:30 PM	B	M	M	GSB	T	T	T	T			CP - Braves	CP	CP
	6 PM	B	M	M	GSB	T	T	T	T			CP - Braves	CP	CP
	6:30 PM	B	M									CP - Braves	CP - Tigers	CP - Marlins
	7 PM	KR2&3	KR1									CP - Giants	CP - Tigers	CP - Marlins
	7:30 PM	KR2&3	KR1									CP - Giants	CP - Tigers	CP - Marlins
	8 PM	KR2&3	KR1									CP - Giants	CP - Tigers	CP - Marlins
	9 PM	KR2&3	KR1									CP	CP	CP
WED	4 PM				M	T	T	T	T					
	5 PM			GSB	M	T	T	T	T			Lacross	Lacross	Lacross
	5:30 PM			GSB	M	T	T	T	T			Lacross	Lacross	Lacross
	6 PM			GSB	M	T	T	T	T			Lacross	Lacross	Lacross
	6:30 PM											CP	CP - Cardinals	Lacross
	7 PM											CP	CP - Cardinals	Lacross
	8 PM											CP	CP	Lacross
	9 PM													
	THUR	4 PM				GSB	T	T	T	T				
5 PM		M	M	M	GSB	T	T	T	T			CP	CP	
5:30 PM		M	M	M	GSB	T	T	T	T			CP - Braves	CP	CP
6 PM		M	M	M	GSB	T	T	T	T			CP - Braves	CP	CP
6:30 PM		M	M									CP - Braves	CP - Tigers	CP - Marlins
7 PM		B	KR1									CP - Giants	CP - Tigers	CP - Marlins
7:30 PM		B	KR1									CP - Giants	CP - Tigers	CP - Marlins
8 PM		B	KR1									CP - Giants	CP - Tigers	CP - Marlins
9 PM		B	KR1									CP	CP	CP
FRI	4 PM				M	T	T	T	T					
	5 PM			M	M	T	T	T	T			CP	CP	GSB
	5:30 PM			M	M	T	T	T	T			CP - Braves	CP	GSB
	6 PM			M	M	T	T	T	T			CP - Braves	CP	GSB
	6:30 PM											CP - Red Sox	CP - Tigers	GSB
	7 PM											CP - Red Sox	CP - Tigers	CP - Marlins
	7:30 PM											CP - Red Sox	CP - Tigers	CP - Marlins
	8 PM													
	SAT	9 AM			GSB	M	T	T	T	T				
9 AM		B	M	GSB	M	T	T	T	T			CP - Red Sox	CP - Cardinals	GSB
10 AM		B	M	GSB	M	T	T	T	T			CP - Red Sox	CP - Cardinals	GSB
10:30 AM		B	M	CP	B	T	T	T	T			CP - Giants	CP	GSB
11:00 AM		M	M	CP	B	T	T	T	T			CP - Giants	CP	GSB
12 N		M	M	M	M	T	T	T	T			KR1	KR1	KR1
1 PM				M	M	T	T	T	T			KR1	KR1	KR1
1:30 PM				CP	GSB	T	T	T	T			KR1	KR1	KR1
2 PM				CP	GSB	T	T	T	T					
3 PM				CP	GSB	T	T	T	T			KR 2 & 3	KR 2 & 3	KR 2 & 3
4 PM				CP	GSB	T	T	T	T			KR 2 & 3	KR 2 & 3	KR 2 & 3
4:30 PM				CP	M	T	T	T	T			KR 2 & 3	KR 2 & 3	KR 2 & 3
5:30 PM				CP	M	T	T	T	T			KR 2 & 3	KR 2 & 3	KR 2 & 3
6 PM														
6:30 PM														
7 PM														
SUN		8 AM			M	GSB	T	T	T	T				
	9 AM			M	GSB	T	T	T	T					
	10 AM			M	GSB	T	T	T	T					
	10:30 AM			M	B	T	T	T	T					
	11:30 AM			M	B	T	T	T	T					
	12 N			CP	GSB	T	T	T	T					
	1 PM			CP	GSB	Lacross	Lacross	Lacross	Lacross			CP	CP	GSB
	1:30 PM			CP	B	Lacross	Lacross	Lacross	Lacross			CP	CP	GSB
	2:30 PM			CP	B	Lacross	Lacross	Lacross	Lacross			CP	CP	GSB
	3 PM			CP	GSB	Lacross	Lacross	Lacross	Lacross			CP	CP	GSB
	4 PM			CP	GSB	Lacross	Lacross	Lacross	Lacross			CP	CP	GSB
	4:30 PM			CP	B	Lacross	Lacross	Lacross	Lacross			CP	CP	GSB
	6 PM			CP	B	Lacross	Lacross	Lacross	Lacross					
	6:30 PM													
	6:30 PM													
	7 PM													

G = Girls softball
M = Mustang

CP = Coach Pitch
T = T BALL

KR1 = Key Rat 9 & 10 yr olds
KR2 = Key Rat 11 & 12 yr olds

KR3 = Key Rat Travel 14 & UNDER
B = Bronco

MS = Mens softball
P = Pony

Section A



We Make It Happen.®

BIDDER'S CHECKLIST

Rev. 10/22/2001

Important information regarding the submission of this bid:

1. **SUBMISSION OF BIDS** - Bids must be submitted prior to the time scheduled of Bid Opening. This time is usually scheduled for Wednesdays at 2:00pm. Late bids will not be considered. Bids must be submitted and clocked in at Procurements and Supply, 3rd Floor, St. James Bldg. City Hall, 117 West Duval Street, Suite 335, Jacksonville, Florida 32202.
2. **NO BID** - If your firm is unable to submit a bid, please complete the No Bid Form and return it to the Procurement and Supply Division at address listed on form.
3. **BID FORM** - The Bid Form must be signed and submitted with your bid submission by the time of the scheduled bid opening. Failure to submit a signed Bid Form will be grounds for rejection of bid.
4. **BID SECURITY** - Bids that require a bid security, in the amounts indicated on the bid form, must be included with your bid submission by the time of the scheduled bid opening. Failure to submit these documents will be grounds for bid rejection.
5. **MANDATORY PRE-BID CONFERENCES** - Some bids may require bidder's to attend Mandatory Pre-bid conferences. Failure to attend conferences will result in bid being disqualified.
6. **INSURANCE REQUIREMENTS** - Review all insurance requirements on a bid-by-bid basis. Failure to submit a Certificate of Insurance when required, will be grounds for bid rejection.
7. **CONFLICT OF INTEREST** - Bidder's must execute section I or II of this form and return it with your bid submission. Failure to return this form completed will be grounds for rejection.
8. **PRICES** - Make sure all unit prices and extended prices are correct and provided in the spaces indicated on bid form. Always check your math.
9. **ADDENDUMS** - Submit signed addendum(s) with Bid Documents.
10. **GREEN LABEL** - Place green label on front of sealed envelope next to company's name and address. Write Bid Number on Green Label.

EACH BIDDER SHALL CAREFULLY EXAMINE ALL BIDDING DOCUMENTS AND THOROUGHLY FAMILIARIZE THEMSELVES WITH ALL REQUIREMENTS OF THE BID. ANY DISCREPANCIES, AMBIGUITIES OR OMISSIONS IN BIDDING DOCUMENTS SHALL BE REPORTED TO THE RESPECTIVE BUYER AT ONCE.

SUBMIT ORIGINAL AND ONE (1) COPY

BID SPECIFICATIONS



FOR

PRICE AGREEMENT CONTRACT FOR PARK AND PLAYGROUND EQUIPMENT

Parks, Recreation and Entertainment Department

BID NO: SC-0511-06
OPEN DATE: 04/26/2006
TIME: 2:00 P.M.
**PLACE: CONFERENCE ROOM C, 3RD FLOOR, CITY HALL
117 WEST DUVAL STREET
JACKSONVILLE, FL 32202**

PRE-BID CONFERENCE

DATE: n/a
TIME: n/a
LOCATION: n/a

**CITY OF JACKSONVILLE
DEPARTMENT OF PROCUREMENT**

**JOHN PEYTON
MAYOR**

**DEVIN J. REED
DIRECTOR**

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EQUAL BUSINESS OPPORTUNITY PROGRAM Encouragement Plan

It is an official policy of the City of Jacksonville to encourage the maximum participation of Jacksonville Small Emerging Business / Minority Business Enterprises (JSEB/MBEs) in its contract awards based upon availability.

This project has been designated to be under the Equal Business Opportunity Program and has been selected to utilize the following method for achieving JSEB/MBE utilization and goals under the Equal Business Opportunity Program: **The Encouragement Plan.**

Under the encouragement plan, vendors are required to make all efforts reasonably necessary to ensure that City certified JSEB/MBEs have a full and fair opportunity to compete for performance on this project.

Bidders/Suppliers/Consultants or any entity doing business with the City shall not discriminate on the basis of race, ethnicity, national origin or gender in the award and performance of the work under this contract.

Please use the attached form 1 (Schedule of Participation) to submit JSEB/MBE Participation on this Bid. You may contact the City's Equal Business Opportunity Office for a copy of the JSEB/MBE directory or visit our web site at www.coj.net.

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SUPPLEMENTAL CONDITIONS

BID # SC-0511-06

1. SUBMISSION OF BIDS:

All bids must be submitted no later than the designated bid opening date and time as specified in the bid documents.

Submit bids to:

City of Jacksonville
Department of Procurement
117 West Duval Street, Suite 335
Jacksonville, Florida 32202.

Bidders are fully responsible for delivery of bids. Reliance upon mail or public carrier is at the bidder's risk.

LATE BIDS ARE NOT CONSIDERED.

Bid only on the bidding form(s) supplied herewith, using ink or typewriter. Any changes or alterations must be initialed by the person signing the bid.

Bidders' signature on the Bid Form (Form GB-102) signifies that the bidder has familiarized himself with all the Terms and Conditions of this bid, and agrees to them all, and that his bid is made and submitted for the items as specified and detailed herein unless exceptions are clearly noted and that the prices quoted herein are firm for the duration of this bid. Failure to submit a signed Bid Form with bid submission will be grounds for bid rejection. Violations of any of the Terms and Conditions of this bid and delivery time stated, can result in the Bidder's suspension from all bid lists of the City of Jacksonville and its agencies and penalties provided for by the Purchasing code of the City of Jacksonville.

Please use the green label enclosed when submitting your bid, be sure to insert the bid number and the open date on the label. Failure to do so may result in your bid being returned unopened.

2. BID/SURETY REQUIREMENTS:

All Bids that may require a bid security or surety in the form of a certified check, cashiers check or bid bond in the amount as prescribed in the bid documents must accompany the bid submission prior to the scheduled bid opening. Certified and cashiers checks will be deposited by the City and reimbursement checks will be issued once an award is made. Failure to submit the above information timely will be grounds for rejection of bid.

3. BID OPENING AND TABULATION:

Due to the large number of bids to be opened, and the numerous items contained in some bids, such bids will not be tabulated at the bid opening. Bids may be reviewed by arrangement with the respective buyer. Bidders desiring a copy of the tabulation sheet and the award recommendation must include a self addressed, stamped envelope with their bid. If a copy of the tabulation sheet is desired prior to award, then two (2) self addressed, stamped envelopes must be included.

BID RESULTS AND AWARD RECOMMENDATIONS WILL NOT BE GIVEN BY TELEPHONE

4. PROMPT PAYMENT TO SUBCONTRACTORS AND SUPPLIERS:

A. Generally - When Contractor receives payment from CITY for labor, services, or materials furnished by subcontractors and suppliers hired by Contractor, Contractor shall remit payment due (less proper retainage) to those subcontractors and suppliers within 15 calendar days after Contractor's receipt of payment from CITY. Nothing herein shall prohibit Contractor from disputing, pursuant to the terms hereof, all or any portion of a payment alleged to be due to its subcontractors and suppliers. In the event of such a dispute, Contractor may withhold the disputed portion of any such payment only after Contractor has provided notice to CITY and to the subcontractor or supplier whose payment is in dispute, which notice shall: (i) be in writing; (ii) state the amount in dispute; (iii) specifically describe the actions required to cure the dispute; and (iv) be delivered to CITY and said subcontractor or supplier within 10 calendar

days after Contractor's receipt of payment from CITY. Contractor shall pay all undisputed amounts due within the time limits imposed by this section.

B. Jacksonville Small Business Enterprise (JSEB) and Minority Business Enterprise (MBE) - Notwithstanding Chapter 126, Part 6 of the Jacksonville Ordinance Code (the "Code"), Contractor shall pay all contracts awarded with certified JSEB and MBE as defined therein their pro-rata share of their earned portion of the progress payments made by CITY under the applicable contract within seven (7) business days after Contractor's receipt of payment from CITY (less proper retainage). The pro-rata share shall be based on all work completed, materials, and equipment furnished or services performed by the certified JSEB or MBE at the time of payment. As a condition precedent to progress and final payments to Contractor, Contractor shall provide to CITY, with its requisition for payment, documentation that sufficiently demonstrates that Contractor has made proper payments to its certified JSEB or MBE from all prior payments that Contractor has received from CITY. Contractor shall not unreasonably withhold payments to certified JSEB or MBE if such payments have been made to the Contractor. . If Contractor withholds payment to its certified JSEB or MBE, which payment has been made by CITY to Contractor, Contractor shall return said payment to CITY. Contractor shall provide notice to CITY and to the certified JSEB or MBE whose payment is in dispute, which notice shall: (i) be in writing; (ii) state the amount in dispute; (iii) specifically describe the actions required to cure the dispute; and (iv) be delivered to CITY and said subcontractor or supplier within five (5) calendar days after Contractor's receipt of payment from CITY. Contractor shall pay all undisputed amounts due within the time limits imposed by this section. The failure to pay undisputed amounts to the JSEB or MBE within 7 business days shall be a breach of contract, compensable by 1% of the outstanding invoice being withheld by the City as liquidated damages. Continued failure to adhere to this clause may be cause for termination.

C. Third-Party Liability - The Prompt Payment requirements hereunder shall, in no way, create any contractual relationship or obligation between CITY and any subcontractor, supplier, JSEB, MBE, or any third-party or create any CITY liability for Contractor's failure to make timely payments hereunder. However, Contractor's failure to comply with the Prompt Payment requirements shall constitute a material breach of its contractual obligations to CITY. As a result of said breach, CITY, without waiving any other available remedy it may have against Contractor, may: (i) issue joint checks; and (ii) charge Contractor a 0.2% daily interest penalty or penalties specified in Chapter 126 of the Code for JSEB or MBE and Chapter 218, Florida Statutes, for non-JSEB or MBE, whichever greater.

5. PUBLIC ENTITY CRIME INFORMATION:

"A person or affiliate who has been placed on the State Of Florida convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity for a period of 36 months from the date of being placed on the convicted vendor list."

FORM GB-104, (revised 10/05)

GENERAL CONDITIONS

1. RESERVATIONS: The City of Jacksonville, Florida reserve the right to reject any or all bids or any part thereof and/or to waive information if such action is deemed to be in the best interest of the City of Jacksonville.

The City reserves the right to cancel any contract, if in its opinion, there be a failure at any time to perform adequately the stipulations of this invitation to bid, and the general conditions and specifications which are attached and made part of this bid, or in any case of any attempt to willfully impose upon the City materials or products or workmanship which is, in the opinion of the City, of an unacceptable quality. Any action taken in pursuance of this latter stipulation will not effect or impair any rights or claim of the City to damages for the breach of any covenants of the contract by the contractor. The City also reserves the right to reject the bid of any bidder who has previously failed to perform adequately after having once been awarded a prior bid for furnishing materials similar in nature to those materials mentioned in this bid.

Should the contractor fail to comply with the conditions of this contract or fail to complete the required work or furnish the required materials within the time stipulated in the contract, the City reserves the right to purchase in the open market, or to complete the required work, at the expense of the contractor or by recourse to provisions of the faithful performance bond if such bonds are required under the conditions of this bid.

Should the contractor fail to furnish any item or items, or to complete the required work included in this contract, the City reserves the right to withdraw such items or required work from the operation of this contract without incurring further liabilities on the part of the City thereby.

SHOULD ANY BIDDER HAVE ANY QUESTIONS AS TO THE INTENT OF MEANING OF ANY PART OF THIS BID HE SHOULD CONTACT THE OFFICE OF PROCUREMENT AND SUPPLY IN TIME TO RECEIVE A WRITTEN REPLY BEFORE SUBMITTING HIS BID.

All items furnished must be completely new, and free from defects unless specified otherwise. No others will be accepted under the terms and intent of this bid.

2. QUOTATIONS: No bidder will be allowed to offer more than one price on each item even though he may feel that he has two or more types or styles that will meet specifications. Bidders must determine for themselves which to offer. IF SAID BIDDER SHOULD SUBMIT MORE THAN ONE PRICE ON ANY ITEM ALL PRICES FOR THAT ITEM WILL BE REJECTED AT THE DISCRETION OF THE DIRECTOR OF THE DEPARTMENT OF PROCUREMENT.

3. TAXES: The City of Jacksonville, Florida is exempt from the following taxes: (a) State of Florida Sales Tax by Certificate No 26-00-107377-54C; (b) Manufacturer's Federal Excise Tax Registration No. 59-6000,344.

4. CARTAGE: No charge will be allowed for cartage or packages unless by special agreement.

5. "OR EQUAL" INTERPRETATION: Even though a particular manufacturer's name of brand is specified, bids will be considered on other brands or on the products of other manufacturers. On all such bids the bidder will clearly indicate the product (brand and model number) on which he is bidding, and will supply a sample or sufficient data in detail to enable an intelligent comparison to be made with the particular brand or manufacture specified. All samples will be submitted in accordance with procedures outlined in the paragraph on SAMPLES. Catalog cuts and technical descriptive data will be attached to the original copy of the bid where applicable. Failure to submit the above information may be sufficient ground for rejection of bid.

6. DEVIATIONS TO SPECIFICATIONS: In addition to the requirements of paragraph five, all deviations from the specifications must be noted in detail by the bidder, in writing, at the time of the submittal of the formal bid. The absence of a written list of specification deviations at the time of submittal of the bid will hold the bidder strictly accountable to the City to the specifications as written. Any deviation from the specifications as written not previously submitted, as required by the above, will be grounds for rejection of the material and/or equipment when delivered.

7. DATA REQUIRED TO BE SUBMITTED WITH REFERENCE TO BID:

a. Whenever the specifications indicate a product or a particular manufacturer, model, or brand in the absence of any statement to the contrary by the bidder, the bid will be interpreted as for the exact brand, model, or a manufacturer specified, together with all accessories, qualities, tolerances, compositions, etc. enumerated in the detailed specifications.

b. If no particular brand, model or make is specified, and if no data is required to be submitted with this bid, the successful contractor, after award and before manufacturer or shipment: may be required to submit working drawings or detailed descriptive data sufficient to enable the City to judge if each requirement of the specifications is being complied with.

8. SAMPLES: The samples submitted by bidders on items which they have received an award may be retained by the City until the delivery of contracted items is completed and accepted. Bidders whose samples are retained may remove them after delivery is accepted. Samples on which bidders are unsuccessful must be removed as soon as possible after an award has been made on the item or items for which the samples have been submitted. The City will not be responsible for such samples if not removed by the bidder within 30 days after the award has been made. The City reserves the right to consume any or all samples for testing purposes.

Bidders will make all arrangements for delivery of samples to place designated as well as the removal of samples. Cost of delivery and removal of samples will be borne by the bidder.

All sample packages will be marked "Sample for the Department of Procurement" and each sample will bear the name of the bidder, item number, bid number and will be clearly tagged or marked in a substantial manner. Failure of the bidder to clearly identify samples as indicated may be considered sufficient reason for rejection of bid.

9. PERFORMANCE BOND: The successful bidder on this bid must furnish a performance bond as indicated on the bid cover, made out to the City of Jacksonville, Florida, prepared on an approved form, as security for the faithful performance of his contract within ten days of his notification that his bid has been accepted. The surety thereon must be such surety company as are authorized and licensed to transact business in the State of Florida. Attorneys in fact who sign bid bonds must file with each bond a certified copy of their power of attorney to sign said bonds. The successful bidder or bidders, upon failure or refusal to furnish within ten days after his notification the required performance bonds, will pay to the City of Jacksonville, Florida, as liquidated damages for such failure or refusal an amount in cash equal to the security deposited with his bid.

10. PROVISION FOR OTHER AGENCIES: Each bidder agrees when submitting his bid that he will make available to all City agencies and departments, bi-City agencies, in-City fire departments and municipalities, the bid process he submits in accordance with the bid terms and conditions, should any said department or agency wish to buy under this bid proposal.

11. GUARANTEE: The contractor will unconditionally guarantee the materials and workmanship on all equipment furnished by him for a period of one year from date of acceptance of the items delivered and installed, unless otherwise specified herein. If, within the guarantee period, any defects or signs of deterioration are noted, which, in the opinion of the City are due to faulty design and installation workmanship, or materials, upon ratification, the contractor, at his expense, will repair or adjust the equipment or parts to correct the condition, or he will replace the part or entire unit to the complete satisfaction of the City. Repairs, replacements or adjustments will be made only at such times as will be designated by the City as least detrimental to the operation of City business.

12. DISCOUNTS: ALL DISCOUNTS OTHER THAN PROMPT PAYMENT TO BE INCLUDED IN BID PRICE. PROMPT PAYMENT DISCOUNTS OF LESS THAN 30 DAYS WILL NOT BE CONSIDERED IN DETERMINING LOW BID.

13. COLLUSION: THE BIDDER, BY AFFIXING HIS SIGNATURE TO THIS PROPOSAL AGREES TO THE FOLLOWING: "BIDDER CERTIFIES THAT THIS BID IS MADE WITHOUT ANY PREVIOUS UNDERSTANDING, AGREEMENT OR CONNECTION WITH ANY PERSON, FIRM, OR CORPORATION MAKING A BID FOR THE SAME ITEMS; AND IS IN ALL RESPECTS FAIR, WITHOUT OUTSIDE CONTROL, COLLUSION, FRAUD OR OTHERWISE ILLEGAL ACTION."

14. ERRORS IN BIDS: Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids; failure to do so will be at the bidder's own risk and he cannot secure relief on the plea of error. Neither law nor regulations make allowance for errors either of omission or commission on the part of bidders. In case of error in extension of prices in the bid, the unit price will govern.

15. DEPARTMENT OF PROCUREMENT AS AGENT: When the Department of Procurement is acting as agents for "other public activities" being defined as activities receiving financial support, in part from the City, but not under the direct governing jurisdiction of the Consolidated Government, the name of such public activity will be substituted for the word "City" in the foregoing paragraphs No's 1 - 14.

16. ETHICS PROVISION FOR VENDORS/SUPPLIERS: The bidder, by affixing its signature to the proposal form, and/or the acceptance of a purchase order, represents that it has reviewed the provisions of the Jacksonville Ethics Code contained in chapter 602, Jacksonville Ordinance Code and the provisions of the Purchasing code contained in chapter 126, Jacksonville Ordinance Code.

17. NONDISCRIMINATION PROVISIONS: In compliance with Section 4 of Ordinance 69-630-653, the bidder will, upon affixing his signature to the proposal form, and/or the acceptance of a purchase order, slight draft, field order, certifies that his firm meets and agrees to the following provisions, which will become a part of this contract.

a. The contractor represents that he has adopted and will maintain a policy of nondiscrimination as defined by ordinance of the City of Jacksonville throughout the term of this contract.

b. The contractor agrees that on written request, he will permit the reasonable access to his employment, employment advertisement, application forms, and other pertinent data and records by the Executive Director of the Community Relations Commission of the City of Jacksonville for the purpose of investigation to ascertain compliance with the nondiscrimination provisions of this contract, provided however, that the contractor will not be required to produce for inspection any records covering periods of time more than one year prior to the date of this contract.

c. The contractor agrees that if any of the obligations of this contract are to be performed by a subcontractor, then the provisions of a and b of this section will be incorporated into and become a part of the subcontract.

INSURANCE AND INDEMNIFICATION

BID # SC-0511-06

1.00 INDEMNIFICATION:

- 1.01 The Contractor, its employees, agents and subcontractors shall indemnify, defend and hold harmless the City and/or its using agencies named in the contract documents, its directors, officers, agents, representatives and employees, from and against any damages, liabilities, losses and costs, including but not limited to reasonable attorneys' fees to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor, and other persons employed or utilized by the Contractor in the performance of this contract or the work performed thereunder.
- 1.02 This indemnification is separate and apart from, and in no way limited by, any insurance provided pursuant to this contract or otherwise.

2.00 INSURANCE:

2.01 GENERAL:

The amounts and types of insurance required should be reasonably commensurate with the hazards and magnitude of the undertaking, but in no event of lesser amount nor more restrictive than the limits of liability and schedule of hazards below described. Insurance requirements should be tailored to the type of construction or operations contemplated.

- 2.02 Without limiting its liability under the Contract Agreement, the Contractor and its sub-contractors shall procure and maintain at its expense during the life of this contract, insurance of the types and in the minimum amounts stated below:

SCHEDULE

LIMITS

Workers Compensation
& Employer's Liability (including appropriate Federal Acts)

Florida Statutory Coverage
\$100,000 Each Accident
\$500,000 Disease/Policy Limit
\$100,000 Each Employee/Disease

Commercial General Liability
- Occurrence Basis Only
Including Premises - Operations
Products Completed Operations
Blanket Contractual Liability
Blanket, X, C, U Hazards
Independent Contractors
Watercraft, if applicable

\$1,000,000 Per Occurrence
\$2,000,000 Aggregate

Automobile Liability
All autos - owned, hired & non-owned
(Automobile liability is required when services provide involve automobile use, including the delivery of goods.)

\$1,000,000 Combined Single Limit

Professional Services Contracts require Professional Liability coverage at a minimum limit of \$1,000,000. (Professional Liability coverage will be provided on an Occurrence Form or a Claims Made Form with a retroactive date equal to at least the first date of this contract agreement and continuation of the insurance for claim reporting purposes for a minimum of two years beyond the expiration date of this contract agreement.

- 2.03 Said insurance shall be written by an insurer holding a current certificate of authority pursuant to chapter 624, Florida Statutes. Such Insurance shall be written by an insurer with an A.M. Best Rating of A X or better.
- 2.04 Such insurance shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the City.
- 2.05 The City of Jacksonville and or its using agencies as identified in the contract documents shall be named as an additional insured under the Commercial General Liability Insurance.

- 2.06 Prior to commencing any work on the project, Certificates of Insurance approved by the City's Division of Insurance & Risk Management demonstrating the maintenance of said insurance shall be furnished to the City. The certificates shall provide that no material alteration or cancellation, including expiration and non-renewal shall be effective until thirty (30) days after receipt of written notice by the City.
- 2.07 Anything to the contrary notwithstanding, the liabilities of the Consultant under this Agreement shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage. Neither approval nor failure to disapprove insurance furnished by the consultant shall relieve the consultant or its sub-consultants from responsibility to provide insurance as required by the contract.
- 2.08 In the event any part of the work to be performed hereunder shall require the CONTRACTOR or its Subcontractors to enter, cross or work upon or beneath the property, tracks, or right-of-way of a railroad or railroads, the CONTRACTOR shall, before commencing any such work, at its expense, procure and carry liability or protective insurance coverage in such form and amounts as each railroad shall require.
- 2.09 The original of such policy shall be delivered to the railroad involved, with copies to the CITY, the ENGINEER and the PROGRAM MANAGEMENT FIRM(S), and the CONTRACTOR shall not be permitted to enter upon or perform any work on the railroad's property until such insurance has been furnished to the satisfaction of the railroad. The insurance herein specified is in addition to any other insurance which may be required by the CITY and shall be kept in effect at all times while work is being performed on or about the property, tracks, or right-of-way of the railroad.
- 2.10 Depending upon the nature of any aspect of this project and its accompanying exposures and liabilities, the CITY may, at its sole option, require additional insurance coverages in amounts responsive to those liabilities which may or may not require that the CITY and other authorized representatives also be named as an additional insured.

**BID SPECIFICATIONS
FOR
PRICE AGREEMENT CONTRACT FOR
PARK AND PLAYGROUND EQUIPMENT**

TERMS AND CONDITIONS

SCOPE:

The purpose of this bid invitation is to establish a firm, fixed percentage discount from manufacturer's and/or bidder's current catalog price list for the purchase of various park and playground equipment requested by the Department of Parks, Recreation, Entertainment and Conservation, City of Jacksonville, Florida. Additionally, this bid invitation shall also establish a firm, fixed percentage of manufacturer's and/or bidder's current catalog price list, after applying the above requested discount for purchase, for the installation of various park and playground equipment requested by the Department. It is understood that current catalog price lists are subject to change; however, percentages shall remain fixed. No extra charges or compensation will be allowed for installation.

RESPONSIBILITY:

Bidder shall be responsible for all labor, materials, equipment, supervision, off-loading, storage, and installation, of all park and playground equipment ordered, unless otherwise specified by the City of Jacksonville, Florida. The City may elect in certain circumstances to purchase only materials and have those materials installed by others (e.g., volunteers). These items will be shipped to a designated location and off-loaded by the bidder or bidder's representative.

QUALIFICATION OF BIDDERS:

If a bidder utilizes a sub-contractor installer(s) for any park or playground equipment, it must submit a list of its sub-contractor installer(s) with this bid. Additionally, it shall supply WRITTEN FACTORY/MANUFACTURER CERTIFICATION that it, or its sub-contractor installer, is an authorized installer certified to install playground equipment as required by each manufacturer. Failure to complete this requirement of the bid proposal may result in rejection of its bid.

COMPLIANCE WITH SPECIFICATIONS:

Bid only on items that meet specifications. Bid only a single offering for each bid item. Do not bid multiple offerings or "alternates." Bid only on forms supplies, using ink or typewriter. All corrections must be initiated. Bid only new, unused material.

CATALOGS AND MANUFACTURER SUGGESTED RETAIL PRICE (MSRP) LISTS:

Each bidder shall submit with this bid at no charge two (2) sets of each current catalog as well as current MSRP list for each catalog submitted. All catalogs and/or MSRP lists shall clearly identify the bid number and the bidder's name, address, and telephone number. Additionally, each bidder awarded an option year renewal of this contract will submit at no charge two (2) sets of each then current catalog as well as current MSRP list for each catalog submitted, within 30 days of award of an option year renewal.

COMPLIANCE WITH LAWS AND CODES:

Bidders must strictly comply with Federal, State and local building and safety codes. Equipment must meet all State and Federal safety regulations. The following publications (issue in effect on date of invitation to bid) shall form a part of this specification:

A. American Society for Testing and Materials (ASTM):

ASTM-F1487	Standards	Methods of testing Playground Equipment for Public Use.
ASTM-F1292	Standards	Methods for testing various surfacing materials to determine their "critical height" (the fall height below which a life threatening head injury would not be expected to occur).

Copies may be obtained from American Society for Testing and Materials, 100 Barr Harbor Drive, West Conshohocken, PA 19428.

B. Consumer Product Safety Commission (CPSC) – printed Handbook for Public Playground Safety. Copies may be obtained from U.S. Consumer Product Safety Commission, Washington, D.C. 20207.

C. National Playground Safety Institute (NPSI) – identification of 12 leading causes

of injuries on playground. Copies may be obtained from National Recreation and Park Association, 2775 South Quincy Street, Suite 300, Arlington, VA 22206.

- D. Americans with Disabilities Act (ADA) Regulations for Title III, Appendix A, Standards for Accessible Design, issued by the Department of Justice. Copies may be obtained by calling (800) 514-0301.

Bidders certify that all products (materials, equipment, processes, age appropriate signage, or other items supplied in response to this bid) contained in its bid meet all Federal and State requirements. Upon completion of installation of play equipment and/or playground surfacing, bidder shall furnish to the City of Jacksonville a certificate so stating the equipment/surfacing and its installation meet all Federal and State requirements as outlined in the above publications.

Bidders further certify that if the product(s) delivered and/or installed are subsequently found to be deficient in any of the aforementioned requirements in effect on date of delivery, all costs necessary to bring the product(s) and installation into compliance shall be borne by the bidder.

AWARD:

Multiple awards will be made to any and all responsive and responsible bidders. There is no guarantee any purchase order will be issued after award. Purchase orders will be issued subject to availability of funds.

INVOICING:

Invoices will be issued once supplies are shipped and delivered to our using agencies. At a minimum, invoices must include: Purchase Order number, Item Number and Description, date of shipment, quantity ordered, unit price, unit of measure, and a total for all purchases. The vendor will work with the Procurement and Accounts Payable Division to determine mutually agreeable alternatives to invoicing such as: summary Billing Reports or Electronic Data Interchange (EDI). Standard payment terms are Net 30 Days.

TERMS OF CONTRACT:

The Price Agreement Contract for Park and Playground Equipment will be from June 1, 2006 through May 31, 2007, with two (2) one (1) year renewal options.

Renewal option(s) are at the discretion of the City based on the successful bidder(s) performance and adherence to the terms, conditions and requirements in maintaining firm percentage(s) for the following year(s), within 30 days of contract expiration. All percentages will remain firm for the period of each contract year.

STATE CONTRACTS:

The City is entitled to purchase from contracts established by the State of Florida. Should the State establish a contract for item or items on this bid, the City reserves the right to cancel this contract in whole or in part and purchase those item(s) from the State contract, if in its best interest.

METHOD OF ORDERING:

The City of Jacksonville may generate a Request For Quotation (RFQ), on an "as needed" basis, for park and playground equipment for individual projects, together with a request for additional services required to complete that project (see sample "Request For Quotation" sheet attached to these specifications). The City reserves the right to send such RFQ to any or all awarded bidders. The RFQ can define a project exactly (number and specific type of equipment required), or the RFQ can describe a desired end result, allowing the bidder to design the park or playground site.

After generating an RFQ for a project, and before bidder's submission of its quotation in response to the RFQ, the City will require requested bidder(s) to attend a site visit with City personnel to familiarize the bidder(s) with the site and determine additional services that may be required to complete the project. Such services may include, but are not limited to, sidewalk and/or concrete work, borders, site clearing, site work and restoration, fill, drainage pipe laying, etc. Bidders will be responsible for the accuracy of all fixed measurements.

The bidder's quotation in response to the RFQ must contain each of the following:

- A detailed breakdown of the cost for the entire project. All equipment quoted shall be on a component basis, listing each component part number and current component MSRP. Descriptions of additional services required, together with their price, shall also be listed, such as freight charges, sidewalk and/or concrete work, site clearing, site work and restoration, fill, drainage pipe laying, borders, etc.
- Names of any and all subcontractors on the project, together with their designated work and costs. It is understood the bidder remains responsible for project completion and acceptance by the City. The City reserves the right to reject any quotation in response to an RFQ if said quotation names a subcontractor who has, in the sole opinion of the City, previously failed in the proper performance of an award or failed to deliver on time contracts of a similar nature, or who is not in a position to perform properly under this award.

- A date certain by which the project must be completed.
- Include an updated catalog, if needed, and updated MSRP lists for the park and play equipment specifically quoted.

The City will generate purchase orders as a result of approved "Request For Quotations" submitted, at the sole discretion of the City. The City reserves the right to not award to any, or to go outside the contract to award.

PROMOTIONAL PRICING:

During the contract period, bidders will extend any pricing offered on a "promotional" basis from the manufacturer to the City. It will be the bidder's responsibility to monitor said items and report any that are or will be offered at lower prices.

F.O.B. POINT (FREIGHT):

On any Request For Quotation, the City will indicate the exact installation point. The bidder must then set freight charges, offering F.O.B. delivered. This price will be indicated on any purchase order issued. Bidders are responsible for supplying all labor, materials, and equipment required for the off-loading and placement of items as directed at all delivery locations, without the assistance of City of Jacksonville personnel. Additionally, bidder will arrange for and be responsible for any storage of materials and equipment received.

PERMITS, FEES AND NOTIFICATIONS:

It shall be the bidder's responsibility to secure and pay for any and all permits that may be required to accomplish the work associated with the performance of these Bid Specifications. The City will not honor any request for payment of permits.

PAYMENT:

Price agreement contracts will be issued only to the vendor/manufacturer who submitted an awarded bid proposal. No split order payments separating equipment vendor payment from installer payment will be issued by the City of Jacksonville. Payment for installation charges will be the responsibility of the bidder. Payment for both equipment and installation will be made only upon completion of the entire scope of work and subsequent acceptance by the City of Jacksonville.

WARRANTY:

The successful bidder shall fully warrant, in writing within 30 days of final acceptance by City, all furnished or furnished/installed equipment to be free of defects in materials and/or workmanship for a period of at least one (1) year from date of installation and acceptance by City of Jacksonville. Successful bidder shall repair and/or replace, at no additional cost to City of Jacksonville, any defects or malfunctions noted during the warranty period. In addition, successful bidder shall transfer any manufacturer's guarantee to the City, in writing within 30 days of final acceptance by City, for supplier/installer furnished equipment extending beyond this contract period.

SUPERVISION:

A bidder job supervisor/representative will be on the work site at all times and be thoroughly knowledgeable of the materials, job requirements, plans, specifications and installation functions.

JOB COMPLETION:

Bidder/contractor/installer will be responsible for all materials received and signed for from date of order to completion of job installation.

Bidder/installer will be responsible for clean up and removal of all debris resulting in job completion, leaving work site in neat and orderly fashion at the end of each workday. Additionally, bidder/installer will be responsible for restoring the work site to its original condition at the completion of the project.

RESPONSIBILITY FOR DAMAGES AND PRESERVATION OF PROPERTY:

The bidder shall use due care to avoid damaging all property associated with, adjacent to, or in any way affected by the work being performed. This applies to private property as well as public property and all utilities which may exist within the work area. Any damage occurring to such items by bidder shall be immediately repaired or replaced to a condition at least equal to that which existed prior to the damage. All costs incurred for repair or replacement shall be borne by bidder. Any damages not repaired or replaced by the bidder within ten (10) calendar days from notification will be fixed by the City or its contractor, and the cost shall be paid by the bidder or deducted from their invoice.

VIOLATIONS/DEFAULT:

In the event the awarded bidder(s) should violate any provisions of this bid, such bidder will be given written notice stating the deficiencies and given ten (10) days to correct deficiencies found. The City reserves the right to terminate any contract at any time due to any violation.

In the event the awarded bidder(s) should breach this contract, the City reserves the right to seek all remedies in law and/or in equity.

Failure of an awarded bidder to adhere to completion dates defined in its Request for Quotation may result in no further awards being made to such bidder under this Price Agreement Contract.

CORRECTIONS MADE BY BIDDER:

Bidders are cautioned not to obliterate, erase, or strike over any printed material as set forth in this bid invitation. In quoting prices, whether unit prices or total price, wherever bidders have made an error, or has corrected it, any and all such corrections should be initialed by the person signing the bid cover sheet. Failure to comply with this provision may result in rejection of bid.

GENERAL CONDITIONS:

Signature on bid form verifies that the bidder is acquainted with the general conditions contained herein and will comply with all specifications, terms and conditions contained in this bid invitation.

INSURANCE, WORKER'S COMPENSATION:

The contractor shall take out and maintain during the life of this agreement, worker's compensation insurance for all of his employees connected with the work of this project and, in case any work is sublet, the contractor shall require the subcontractor similarly to provide worker's compensation insurance for all of the latter's employees unless such employees are covered by the protection afforded by the contractor. Such insurance shall comply fully with the Florida worker's compensation law. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the workmen's compensation statute, the contractor shall provide, and cause each sub-contractor to provide, adequate insurance, satisfactory to the purchaser, for the protection of his employees not otherwise protected. The awarded vendor must submit a copy of an insurance certificate naming the City as additional insured no later than ten (10) days after the award has been made.

COOPERATIVE PURCHASES:

This is a cooperative purchase contract. State law allows any government agency and any accredited school in the state to buy off this contract without going to bid, as long as it does not conflict with any of their local regulations.

TOTAL \$ _____

inclusive to complete
project.)

AGGREGATE

(NOTE: Must be all-
park/playground

List of Subcontractors:

1. Name _____
Address _____
Telephone No. _____
Contact Name _____
Designated Work _____
Subcontractor Cost _____
2. Name _____
Address _____
Telephone No. _____
Contact Name _____
Designated Work _____
Subcontractor Cost _____
3. Name _____
Address _____
Telephone No. _____
Contact Name _____
Designated Work _____
Subcontractor Cost _____
4. Name _____
Address _____
Telephone No. _____
Contact Name _____
Designated Work _____
Subcontractor Cost _____

SAMPLE

Disqualified Vendors List

In accordance with the City's Purchasing Code 126.202-K, the Chief Purchasing Officer and all agencies are advised to cease doing business with disqualified vendors. However, any existing contracts held by the above vendors should be completed.

Vendor	Vendor #	Date of Disqualification	Eligibility Reinstatement Date
Able Lumber and Supply		07/18/97	07/18/98
Armored Car Services	593191058	02/10/00	02/10/01
Carolina Paper Mill		10/20/80	10/20/81
Concerned Citizens of Developing the Disable Inc. d/b/a A.I.C.R.		07/23/98	07/23/99
Court Yard Concepts		05/07/97	05/07/98
Creed Company	45357941	03/07/90	03/07/91
Elite Public Safety	593191058	03/25/00	03/25/01
Fire Defense Centers	593035606	06/08/87	06/08/88
George Patterson & Associates	59317759	06/05/98	06/05/99
G K Solutions	593541756	09/08/99	09/08/00
Tiger Tale Publication		05/21/98	05/21/99
Whittle & Sons		07/25/80	07/25/81
C & H Construction	593216284	03/07/02	03/07/03

*** Vendors disqualified from bidding as Prime Contractors**

* Cleft Landscapes Management	590036843	10/26/2000	10/26/2001
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CITY OF JACKSONVILLE



DEPARTMENT OF PROCUREMENT

117 West Duval Street – Suite 335, Jacksonville, Florida 32202
(904) 630-1184-Ph; (904) 630-7283-Fax; www.cof.net

PROCUREMENT PROTEST PROCEDURES

126.106(e) PROTEST PROCEDURES

- 126.106(e)(1) Purpose and Scope
- 126.106(e)(2) Definitions
- 126.106(e)(3) Timely Notice of Protest
- 126.106(e)(4) Extension Request / Supplemental Protest Documentation
- 126.106(e)(5) Delivery
- 126.106(e)(6) Process
- 126.106(e)(7) Protest Hearing Rules and Procedures
- 126.106(e)(8) Independent Agency, Board or Delegated Authority

126.106(e)(1) Purpose and Scope

(a) These protest procedures are promulgated pursuant to § 126.106(e) of the Jacksonville Ordinance Code (the "Code"), which authorizes the Director of the Department of Procurement (the "Director") to "prepare and publish rules and regulations governing bid protests." In the event a court of competent jurisdiction declares any provision of these Procurement Protest Procedures to be unconstitutional, invalid, or otherwise unenforceable, then all remaining provisions shall be severable, valid and enforceable regardless of the invalidity of any other provision.

(b) In accordance with the procedures contained herein, any person or entity that is adversely affected by a decision or an intended decision concerning a solicitation, solicitation documents, award, or any other process or procedure prescribed in the Code and who has standing to protest said decision or intended decision under Florida law (the "Protestant"), must timely file a written Notice of Protest seeking to challenge the decision or intended decision. The issue(s) raised and the information contained in the Notice of Protest and any supplemental documentation filed in accordance with § 126.106(e)(4), hereof, must clearly identify and explain the factual and legal basis for any relief sought, and shall be the only issue(s) and information the Protestant may present for consideration before the applicable committee.

126.106(e)(2) Definitions

For the purpose of these Bid Protest Procedures, the following definitions are provided:

(a) "Competitive solicitation" or "solicitation" shall include without limitation an invitation to bid, competitive sealed bid, multi-step competitive sealed bid, competitive sealed proposal, or a request for proposals and/or qualifications.

(b) "Posting" means the notification of solicitations, decisions or intended decision, or other matters relating to procurement on a centralized Internet website, by placing the same on the bulletin board(s) designated by the Department of Procurement for this purpose, or as may be consistent with § 126.102(m) of the Code.

(c) "Exceptional purchase" means any purchase excepted by law or rule from the requirements for competitive solicitation, including without limitation purchases pursuant to §§ 126.107, 126.206, 126.207, 126.211, 126.307, 126.309, 126.311, 126.312, or 126.313 of the Code.

(d) "Electronic transfer" is limited solely to facsimile transmissions that appear legibly on paper at the place of filing.

(e) "Final Agency Action" means a final decision that results from a proceeding hereunder, and includes actions which are affirmative, negative, injunctive, or declaratory in form.

(f) "Procurement process" has the same meaning as "contract solicitation or award process."

126.106(e)(3) Timely Notice of Protest

(a) **Recommendations of Award and/or Bid Rejection.** A Protestant shall have 48 hours after either the posting or written notification of a decision or intended decision, whichever is earlier, in which to

file a written Notice of Protest in order to timely challenge or seek relief from a Department of Procurement recommended award of an exceptional purchase or an award or recommended conclusion to any bid or proposal solicitation process, including without limitation: (i) a recommendation to reject a bid or proposal; (ii) a contract award; or (iii) the short-listing of bidders or proposers.

(b) **Bid/Proposal Specifications and/or Requirements.** A Protester shall have 10 business days after the posting of a solicitation or 48 hours after the posted date and time of a pre-bid or pre-proposal conference, whichever is earlier, or 48 hours after the posting of an addendum, in which to file a written Notice of Protest in order to timely challenge the requirements, terms and/or conditions contained in bid or proposal documents, including without limitation any provisions governing or establishing: (i) the basis for making the award in question; (ii) evaluation criteria; (iii) equipment, product, or material specifications; (iv) proposed project schedules; (v) statements regarding participation goals or other equal opportunity measures; or (vi) other general solicitation or project requirements.

(c) **Computation of Time** - The computation of the time limitations or periods contained herein shall be governed by and shall be pursuant to Florida Rule of Civil Procedure 1.090(a). Failure to file a written Notice of Protest within the applicable time limitation or period shall constitute a waiver of any right, remedy, or relief available hereunder.

(d) **Form and Content of the Notice of Protest** - A written Notice of Protest shall: (i) be addressed to the Director; (ii) identify the solicitation, decision, or recommended award in question by number and title or any other language sufficient to enable the Director to identify the same; (iii) state the timeliness of the protest; (iv) state Protester's legal standing to protest; and (v) clearly state with particularity the issue(s), material fact(s) and legal authority upon which the protest is based.

126.106(e)(4) Request for Extension to File Supplemental Protest Documentation

At the time of filing a timely Notice of Protest hereunder, a Protester may request an extension of three (3) business days after the date its Notice of Protest is timely received, in which to provide supplemental protest documentation. Failure to do so or to timely submit the supplemental protest documentation shall constitute a waiver of any right to the same.

126.106(e)(5) Delivery

The timely filing of a Notice of Protest shall be accomplished when said notice is actually received by the Department of Procurement within the applicable time limitation or period contained herein. Filing a notice may be accomplished by manual transfer via hand-delivery or mail to the Director of Procurement at 117 West Duval Street, Suite 335, Jacksonville, Florida 32202 or by electronic transfer via facsimile to (904) 630-7283. The responsibility and burden of proof that its Notice of Protest has been timely and properly received shall rest with the Protester, regardless as to the method of delivery employed.

126.106(e)(6) Process

(a) Upon receipt of a timely filed written Notice of Protest, the Director or his/her designee shall schedule and provide notice of the time, date and place that the protest will be heard. The protest will be heard before the General Governmental Awards Committee ("GGAC"), the Professional Services Evaluation Committee ("PSEC"), or the Competitive Sealed Proposal Evaluation Committee ("CSPEC"), whichever is applicable. The Director or his/her designee shall have the discretion to proceed with the solicitation or contract award process in question or to suspend the same pending the resolution of the protest. To the extent the Director or his/her designee decides to exercise his/her discretion not to suspend the solicitation or contract award process pending the resolution of the protest, the Director or his/her designee shall set forth in writing the particular facts and/or circumstances upon which his/her decision is based.

(b) Those persons or entities, other than the Protester, who will be directly affected by the resolution of the protest shall be given notice of the protest hearing, and the Notice of Protest and any supplemental protest documentation shall be made available to them upon a written request for the same.

(c) When a Notice of Protest is filed pursuant to § 126.106(e)(3)(b), hereof, the Director or applicable awards committee chairperson shall have the discretion to direct that the solicitation in question not be opened pending the resolution of the protest.

126.106(e)(7) Protest Hearing Rules and Procedures

(a) Hearings hereunder shall be heard before the applicable committee, and shall begin with a general statement of the rules and procedures prescribed herein by a representative of the committee, followed by a general statement of the facts by a representative of the Department of Procurement. Representatives of the Protester, limited solely to its owners, officers, employees and/or legal counsel, will then be required to

present its case based solely upon the issue(s) and information contained in the Notice of Protest and any timely submitted supplemental protest documentation. Those persons or entities, other than the Protestant, who have legal standing and will be directly affected by the resolution of the protest will be given an opportunity to be heard and to present information before the committee, which will be followed by a statement and the presentation of information from the Department of Procurement and other governmental representatives. The Protestant must establish by the preponderance of the evidence that the protest should be granted based upon the law, facts and information presented. The committee is entitled to ask questions of any party at any time during the hearing.

(b) For hearings hereunder, the formal rules of evidence pursuant to the Florida Evidence Code may be relaxed at the sole discretion of the presiding chairperson of the applicable committee. Hearsay evidence may be admissible and used to supplement or explain other evidence.

(c) Unless otherwise provided by the Code, the burden of proof shall rest with the Protestant. The standard of proof for proceedings hereunder shall be whether a Department of Procurement recommendation or the decision or intended

decision in question was clearly erroneous, arbitrary or capricious, fraudulent, or otherwise without any basis in fact or law. In any protest proceeding challenging a decision or intended decision to reject all bids, proposals, or replies, the standard of review shall be whether the decision or intended decision is illegal, arbitrary, dishonest, or fraudulent.

(d) A majority vote of the members of the applicable committee shall be required to grant a protest, hereunder; otherwise, the protest shall be denied, and, upon execution by the Mayor or his designee, said vote and/or decision of the applicable awards committee shall be posted and shall represent final agency action.

126.106(e)(8) Independent Agency, Board or Delegated Authority

If a protest is filed and the solicitation is for the benefit of an independent agency, board, or delegated authority that has its own established procurement procedure and does not use the City's procurement process and/or protest procedures, then the person or entity protesting must follow the protest procedures of that independent agency, board, or delegated authority.

**CERTIFICATE OF
ADOPTION AND IMPLEMENTATION**

The preceding Procurement Protest Procedures are hereby adopted this 27th day of July, 2005, by the undersigned Director of Procurement for immediate implementation, and will remain in full force and effect until such time as they may be formally revised, amended, supplemented, superseded, or abolished.

Department of Procurement



Devin J. Reed, Director
City of Jacksonville
117 West Duval Street, Suite 335
Jacksonville, Florida 32202
(904) 630-1184 – Phone
(904) 630-7283 – Facsimile
dreed@coj.net

Revision and Effective Date: 7/27/2005

NO BID FORM

BID# SC-0511-06

UNABLE TO SUBMIT A BID? WE SINCERELY HOPE THIS IS NOT THE CASE.

If your firm cannot submit a bid at this time, please provide the information requested in the space provided below and return it to:

**City of Jacksonville
Department of Procurement
117 West Duval Street, Suite 335
Jacksonville, Florida 32202**

We are unable to submit a bid at this time due to the following reasons:

Name of Firm

Signature and Title

Street Address or P.O. Box

City _____ **State** _____ **Zip Code** _____

PLEASE SUBMIT THIS FORM ONLY; DO NOT SEND BACK THE BID PACKAGE

FORM GB-107, Revised 1/04

Section B



Presented to:

City of Jacksonville
Sports Lighting Contract
Jacksonville, Florida

Light·Structure
GREEN™

Submitted by:

Musco Sports Lighting, LLC

2107 Stewart Road
Muscatine, Iowa 52761

Phone: 563/263-2281

Toll Free: 800/756-1205

Fax: 800/374-6402

LSG Spec - Revision Level: 1

© 2005 Musco Lighting, LLC

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City of Jacksonville

Sports Lighting Bid Sheet

Manufacturer: Musco Sports Lighting, LLC.

Address: 2107 Stewart Road

City, State, Zip Code: Muscatine, IA 52761

Phone: 352/331-7986

Fax: 800/374-6402

Email: don.jordan@musco.com

Fed. ID #: 42-1511754

Contact: Don Jordan

Delivery: 45 days F.O.B. Destination

MUSCO LIGHTING PRICING - All prices are delivered to the job site – Terms: Net 30 days upon delivery
For installed packages, 25% down payment is requested.

BASE BID LIGHTING EQUIPMENT DESCRIPTION

LIGHT-STRUCTURE GREEN™ SYSTEM (LSG)

Equipment Pricing includes: Precast Concrete Bases, Galvanized Steel Poles, Fixtures, Pole Top Luminaire Assemblies, Electrical Component Enclosures, and Wire Harnesses.

WARRANTY AND GUARANTEE (LSG)* 25-Year Warranty: Manufacturer shall supply a signed warranty covering the entire system for 25 years. Warranty shall guarantee light levels; lamp replacements; system energy consumption; monitoring, maintenance and control services, spill light control, and structural integrity. Manufacturer shall maintain specifically-funded financial reserves to assure fulfillment of the warranty for the full term. Warranty may exclude fuses, storm damage, vandalism, abuse and unauthorized repairs or alterations.

SPORTSCLUSTER GREEN™ SYSTEM (SCG)

Equipment Pricing includes: Fixtures, Luminaire Assemblies, Electrical Component Enclosures, and Wire Harnesses.

WARRANTY AND GUARANTEE (SCG)* 10-Year Warranty: Manufacturer shall supply a signed warranty covering the entire system, excluding fuses and lamps, for 10 years from the date of shipment. Labor shall be included for 2 years. Lamps shall be warranted for 2 years for parts, and 1 year for labor. Warranty may exclude fuses, storm damage, vandalism, abuse and unauthorized repairs or alterations.

*All warranty and maintenance agreements on all facilities except tennis/roller hockey are based upon 400 hours or less on annual usage. The tennis/roller hockey warranty and maintenance agreement is based upon 1000 hours or less of annual usage. If annual usage exceeds the hours noted above, an extension of the warranty/maintenance agreement will be negotiated with the manufacturer on a project by project basis.

LIGHT-PAK SYSTEM™

Equipment Pricing includes: Luminaire Assemblies, Electrical Component Enclosures.

WARRANTY AND GUARANTEE (LIGHT-PAK) 10-Year Warranty: Manufacturer shall supply a signed warranty covering the entire system, excluding fuses and lamps, for 10 years from the date of shipment. Labor shall be included for 2 years. Lamps shall be warranted for 2 years for parts, and 1 year for labor. Warranty may exclude fuses, storm damage, vandalism, abuse and unauthorized repairs or alterations.

Section I - Musco Lighting Price List

Note: For field sizes and pole locations not covered below, use fixture and pole adjustments found in Adders section of the bid page. Manufacturer shall provide design for actual field, plus the design of the field that most closely relates to actual field, for comparative purposes.

Tennis/Roller Hockey – Standard pole locations are 6' beyond the serving line and 3' outside the fence.

Size	Light Level	LSG 110 Exp B Price	LSG 140 Exp C Price	SCG Price
2 Ct	50 fc	\$42,215	\$48,155	\$17,935
3 Ct	50 fc	\$54,550	\$65,409	\$28,924
4 Ct	50 fc	\$72,398	\$84,757	\$39,984

Light-Pak

Fixtures	Light-Pak Price
8	\$6,787
12	\$8,789

Baseball (90' Base path) – Standard A-pole locations are 50' down line and 55' off for a 90' base path. Standard B-pole locations are 5' beyond the outfield radius and 10' off the foul line for a 4-pole design and are at a distance down the line of $((\text{Foul Line} + \text{Basepath})/2 \times 0.5)$ and 40' off the foul line for a 6-pole and 8-pole design. Standard C-pole locations are 5' beyond the outfield radius at an angle of 20 degrees from the foul line for a 6-pole design and 10 degrees from the foul line for an 8-pole design. Standard D-pole locations are 5' beyond the outfield radius at an angle of 30 degrees from the foul line for an 8-pole design.

Size	Light Level	LSG 110 Exp B Price	LSG 140 Exp C Price	SCG Price
300'	50/30 fc	\$113,648	\$151,147	\$62,740
300'	70/50 fc	\$165,206	\$211,331	\$97,658
350'	50/30 fc	\$136,707	\$178,492	\$77,199
350'	70/50 fc	\$213,352	\$259,197	\$122,339
330'/400'/330'	50/30 fc	\$144,889	\$202,573	\$79,340
330'/400'/330'	70/50 fc	\$234,471	\$313,165	\$132,958
320'/360'/320'	50/30 fc	\$136,557	\$189,958	\$73,559
320'/360'/320'	70/50 fc	\$216,392	\$269,264	\$123,202

Softball/T-Ball (60' Base path) - Standard A-pole locations are 35' down line and 40' off for a 60' base path. Standard B-pole locations are 5' beyond the outfield radius and 10' off the foul line for a 4-pole design and are at a distance down the line of $((\text{Foul Line} + \text{Basepath})/2 \times 0.5)$ and 40' off the foul line for a 6-pole and 8-pole design. Standard C-pole locations are 5' beyond the outfield radius at an angle of 20 degrees from the foul line for a 6-pole design and 10 degrees from the foul line for an 8-pole design. Standard D-pole locations are 5' beyond the outfield radius at an angle of 30 degrees from the foul line for an 8-pole design.

Size	Light Level	LSG 110 Exp B Price	LSG 140 Exp C Price	SCG Price
200'	50/30 fc	\$69,339	\$83,483	\$34,258
200'	70/50 fc	\$81,274	\$98,509	\$44,468
225'	50/30 fc	\$74,945	\$88,160	\$38,480
225'	70/50 fc	\$90,639	\$114,412	\$50,455
250'	50/30 fc	\$79,347	\$95,225	\$42,703
250'	70/50 fc	\$119,646	\$151,141	\$71,132
275'	50/30 fc	\$88,862	\$109,146	\$48,730
275'	70/50 fc	\$134,585	\$165,167	\$83,120
300'	50/30 fc	\$102,117	\$132,103	\$56,720
300'	70/50 fc	\$155,738	\$195,544	\$91,781
320'	50/30 fc	\$112,625	\$152,159	\$62,809
320'	70/50 fc	\$167,198	\$209,845	\$103,996

Soccer – Standard pole locations for a 4-pole design would be located at a distance of (Field Length/2 – ((Field Width/2 + Setback) x 0.40)) from the center line, with setbacks from the field as given above. Standard outside pole locations for a 6-pole design would be located at a distance of (Field Length/2 – ((Field Width/2 + Setback) x 0.28) from the center line, with setbacks from the field as given below.

Size	Light Level	Set-back	LSG 110 Exp B Price	LSG 140 Exp C Price	SCG Price
330'x160'	30 fc	30'	\$60,609	\$75,684	\$33,598
330'x160'	50 fc		\$98,963	\$123,297	\$62,259
330'x180'	30 fc	30'	\$78,319	\$103,756	\$44,098
330'x180'	50 fc		\$108,556	\$132,503	\$70,703
330'x210'	30 fc	30'	\$84,416	\$104,141	\$48,606
330'x210'	50 fc		\$119,039	\$149,901	\$75,057
330'x225'	30 fc	30'	\$90,213	\$108,491	\$52,635
330'x225'	50 fc		\$125,162	\$156,046	\$78,601
360'x160'	30 fc	30'	\$78,619	\$99,791	\$44,177
360'x160'	50 fc		\$119,039	\$149,901	\$75,057
360'x180'	30 fc	30'	\$78,619	\$99,791	\$44,177
360'x180'	50 fc		\$119,039	\$149,901	\$75,057
360'x210'	30 fc	30'	\$90,213	\$108,491	\$52,635
360'x210'	50 fc		\$125,162	\$156,046	\$78,601
360'x225'	30 fc	30'	\$95,532	\$120,109	\$56,370
360'x225'	50 fc		\$133,039	\$163,918	\$87,058
360'x240"	30 fc	30'	\$95,532	\$120,109	\$56,370
360'x240'	50 fc		\$139,414	\$173,861	\$91,288

Football – Standard pole locations are located at the 15 yard line, with setbacks from the field as given below.

Size	Light Level	Set-back	LSG 110 Exp B Price	LSG 140 Exp C Price	SCG Price
No track	30 fc	60'	\$78,619	\$99,791	\$44,177
No track	50 fc		\$122,101	\$156,551	\$76,829
No track	100 fc		\$218,386	\$242,641	\$152,364
No track	30 fc	80'	\$90,157	\$108,435	\$52,607
No track	50 fc		\$140,280	\$178,508	\$78,545
No track	100 fc		\$240,635	\$281,107	\$161,193
No track	30 fc	100'	\$113,283	\$148,818	\$54,448
No track	50 fc		\$151,111	\$227,400	\$85,235
No track	100 fc		\$271,577	\$332,217	\$176,177
No track	30 fc	120'	\$133,021	\$204,667	\$63,040
No track	50 fc		\$190,715	\$254,730	\$98,134
No track	100 fc		\$316,660	\$364,775	\$196,565

Section II – Adders/Deducts

- A. Purchase of additional lighting for security, special areas, or replacing lights on existing poles and non-standard field sizes or pole locations. **\$ 2,600 per fixture**
- B. Control and Monitoring Adder for SCG **\$6,500 per unit**
- C. Additional Control & Monitoring units necessary due to additional electrical services.
(Base price includes one unit per project) **\$3,600 per unit**

- D. Osprey Nest Platforms \$2,500 each
- E. Adder for additional spill and glare control \$2,900 per pole
- F. Freight adder/deduct based off base bid of 1,190 miles \$0.11 per fixture/per mile

Section III – Labor Costs

A. Pole Installation (price per pole)

Pole Height	110 Exposure B	140 Exposure C
40'	\$2,420	\$2,640
50'	\$2,640	\$2,750
60'	\$2,860	\$3,630
70'	\$3,300	\$3,740
80'	\$3,850	\$5,060
90'	\$4,730	\$5,390
100'	\$6,160	\$6,820
110'	\$10,560	\$11,220

- B. Removal of Existing Poles or Structures \$4,000 per pole
- C. Installation of Fixtures on Existing Poles \$4,500 per pole

Section IV – Electrical Costs

A. Service Options

- Option A – 200 Amp Service (Section IV, A, 1) \$ 9,600 each
- Option B – 400 Amp Service (Section IV, A, 1) \$13,900 each
- Option C – 600 Amp Service (Section IV, A, 1) \$19,500 each

B. Conduit, Pull Boxes and Conductors

1. Wiring from Panel to Contactors

- a. Connect wiring from one 3 pole, 30 amp breaker to one 3 pole, 30 amp contactor using 3-#6 conductors, max distance of 10 feet \$ 75 each
- b. Connect wiring from one 3 pole, 60 amp breaker to one 3 pole, 60 amp contactor using 3-#4 conductors, max distance of 10 feet \$ 85 each

2. Wiring from Contactors to Poles

- a. 2 ½" PVC with (4) 3/0 \$ 29 per foot
- b. 4" PVC with (4) 500mcm \$ 55 per foot
- c. (2) 4" PVC with (4) 300mcm \$ 74 per foot

- d. 2" PVC with (4) #1 THWN conductors \$ 22 per foot
- 3. Pull Boxes
 - a. Brooks 38T pull box with 8" x 8" x 6" PVC box Inside \$ 400 each
 - b. Connect 4-#1 conductors from pull box to sports lighting pole, maximum distance of 10 feet \$ 95 each
- C. Lightning Protection
 - 1. Surge Arrestor – protection at remote electrical enclosure \$ 900 each
 - 2. Surge Arrestor – protection on line side of panel \$ 7,500 each

Section V – Engineered Plans

- A. Electrical Engineering Drawings, sealed by P.E.
 - 3. Adder for 200 amp service \$ 5,000 each
 - 4. Adder for 400 amp service \$ 7,500 each
 - 5. Adder for 600 amp service \$12,000 each
- B. Structural Engineering Drawings, sealed by P.E.
 - 1. Foundation and pole plans based on assumed soils \$1,000 per project
 - 2. Foundation and pole plans based on geotech report \$2,500 per project
- C. Geotech report \$7,500 per project
- D. Bonding (over \$200,000) \$1,550 per \$100,000
- E. Site survey \$2,500 per project
- F. Project management \$5,000 per project

Section VI - Yearly Adjustments

- A. During the term of this contract, technical upgrades to these products may periodically become available and will be offered to the owner. Musco reserves the right to supply upgraded technology provided it maintains the on-field lighting performance, enhances benefits and does not exceed the prices bid when applied to a project application under the current contract provisions.
- B. During the term of this contract if the state of Florida Building Codes/Wind speeds change, Musco reserves the right to adjust pricing accordingly.

I. SPORTS LIGHTING – LIGHT-STRUCTURE GREEN™ SYSTEM

A. BASE BID LIGHTING EQUIPMENT

The primary goals of this sports lighting specification are:

1. Life Cycle Costs: In order to reduce the operating budget, the preferred lighting system shall be energy efficient and cost effective to operate. All maintenance costs shall be eliminated, and the fields should be proactively monitored to detect fixture outages over a 25 year life cycle. To allow for optimized use of labor resources and avoid unneeded operation of the facility, customer requires a remote on/off control system for the lighting system.
2. Environmental Light Control: It is the primary goal of this project to minimize spill light and glare.
3. Guaranteed Light Levels: Selection of appropriate light levels impact the safety of the players and the enjoyment of spectators. Therefore the lighting system shall be designed such that the light levels are guaranteed for a period of 25 years.

B. LIGHTING PERFORMANCE / PLAYABILITY

The manufacturer shall supply lighting equipment to meet the following performance and life cycle cost criteria:

1. Playing surfaces shall be lit to an average constant light level and uniformity as specified per the bid sheet. Light levels shall be held constant for 5000 hours. Lighting calculations shall be developed and field measurements taken on the grid spacing with the minimum number of grid points specified on the bid sheet. Measured average illumination level shall be +/- 10% of predicted mean in accordance with IESNA RP-6-01, and measured at the first 100 hours of operation.
2. Manufacturer shall provide computer models guaranteeing light levels on the field for 25 years with a recoverable light loss factor of .7 in all applications.

C. LIFE CYCLE COST

1. Energy Consumption: The kWh consumption for the field lighting system shall be calculated by the following criteria:
luminaries x kw demand x kw rate of .22/hr x annual usage of 400 hours x 25 years.
2. Complete Lamp Replacement: Manufacturer shall include the appropriate number of group lamp replacements to be completed at end of each 5000 hours of operation. For the purpose of the bid, it is assumed that the field(s) will be operated 400 hours per year or 10,000 hours during a 25 year period. Manufacturer shall warrant the system to meet designed light levels upon completion of these relamps.
3. Preventative and Spot Maintenance: Manufacturer shall provide all preventative and spot maintenance, including parts and labor for 25 years on the system from the date of equipment delivery. Lamp outages shall be repaired when they materially impact the usage of any field. Owner agrees to check fuses and maintain as necessary in the event of a fixture outage prior to calling the manufacturer.
4. Remote Monitoring System: System shall monitor lighting performance and notify manufacturer if individual luminaire outage is detected so that appropriate maintenance can be scheduled. The manufacturer shall notify the owner of outages within 24 hours, or the next business day. The controller shall determine switch position (Manual or Auto) and contactor status (open or closed).

5. **Remote Lighting Control System:** System shall include lighting contactors. System shall allow owner and users with a security code to schedule on/off system operation via a web site, phone, fax or email up to ten years in advance. Manufacturer shall provide and maintain a two-way TCP/IP communication link. Trained staff shall be available 24/7 to provide scheduling support and assist with reporting needs.

The owner may assign various security levels using a user code and password to schedulers by function and/or fields. This function must be flexible to allow a range of privileges such as full scheduling capabilities for all fields, to only having permission to execute "early off" commands by phone or extend the field usage.

On site equipment shall include Manual Off-On-Auto Switches to allow for maintenance, and shall accept and store 7-day schedules. The controller shall be protected against power outages / memory loss and shall reboot once power is regained and execute any commands that would have occurred during outage.

6. **Management Tools:** Manufacturer shall make available a web-based database of actual field usage and provide reports by facility and user group.
7. **Communication Costs:** Manufacturer shall include communication costs for operating the controls and monitoring system for a period of 25 years.

II. SPORTS LIGHTING - SPORTSCLUSTER GREEN™ SYSTEM

A. BASE BID LIGHTING EQUIPMENT

The primary goals of this sports lighting specification are:

1. **Life Cycle Costs:** In order to reduce the operating budget, the preferred lighting system shall be energy efficient and cost effective to operate.
2. **Environmental Light Control:** It is the primary goal of this project to minimize spill light and glare.
3. **Guaranteed Light Levels:** Selection of appropriate light levels impact the safety of the players and the enjoyment of spectators. Therefore the lighting system shall be designed such that the light levels are guaranteed for a period of 10 years.

B. LIGHTING PERFORMANCE / PLAYABILITY

The manufacturer shall supply lighting equipment to meet the following performance and life cycle cost criteria:

1. Playing surfaces shall be lit to an average constant light level and uniformity as specified per the bid sheet. Light levels shall be held constant for 5000 hours. Lighting calculations shall be developed and field measurements taken on the grid spacing with the minimum number of grid points specified on the bid sheet. Measured average illumination level shall be +/- 10% of predicted mean in accordance with IESNA RP-6-01, and measured at the first 100 hours of operation.
2. Manufacturer shall provide computer models guaranteeing light levels on the field for 10 years with a recoverable light loss factor of .7 in all applications.

C. LIFE CYCLE COST

1. **Energy Consumption:** The average kWh consumption shall be calculated by the following criteria: # luminaries x kw demand x kw rate of .22/hr x annual usage of 400 hours x 25 years.

III. LIGHTING SYSTEM CONSTRUCTION

A. SYSTEM DESCRIPTION

Lighting system shall consist of the following:

1. Galvanized steel poles and crossarm assembly (LSG Only)
2. Pre-stressed concrete base embedded in concrete backfill (LSG Only)
3. All luminaires shall be constructed with a die-cast aluminum housing to protect the luminaire reflector system.
4. Luminaire, visor, and crossarm shall withstand 150 mph winds and maintain luminaire aiming alignment.
5. Manufacturer will remote all ballasts and supporting electrical equipment in aluminum enclosures mounted approximately 10' above grade. The enclosures shall include ballast, capacitor and fusing for each luminaire. Safety disconnect per circuit for each pole structure will be located in the enclosure.
6. Wire harness complete with an abrasion protection sleeve, strain relief and plug-in connections for fast, trouble free installation.
7. Controls and Monitoring Cabinet to provide on-off control and monitoring of the lighting system, constructed of NEMA Type 4 aluminum. Communication method shall be provided by manufacturer. Cabinet shall contain custom configured contactor modules for 30, 60, and 100 amps, labeled to match field diagrams and electrical design. Manual Off-On-Auto selector switches shall be provided. (Standard LSG/Optional SCG)

B. MANUFACTURING REQUIREMENTS

All components shall be designed and manufactured as a system. All luminaires, wire harnesses, ballast and other enclosures shall be factory assembled, aimed, wired and tested.

C. DURABILITY

All exposed components shall be constructed of corrosion resistant material and/or coated to help prevent corrosion. All exposed steel shall be hot dip galvanized per ASTM A123. All exposed hardware and fasteners shall be stainless steel of at least 18-8 grade, passivated and polymer coated to prevent possible galvanic corrosion to adjoining metals. All exposed aluminum shall be powder coated with high performance polyester. All exterior reflective inserts shall be anodized, coated with a clear, high gloss, durable fluorocarbon, and protected from direct environmental exposure to prevent reflective degradation or corrosion. All wiring shall be enclosed within the crossarms, pole, or electrical components enclosure.

D. LIGHTNING PROTECTION

All structures shall be equipped with lightning protection meeting NFPA 780 standards. Contractor shall supply and install a ground rod of not less than 5/8" in diameter and 8' in length, with a minimum of 10' embedment. Ground rod should be connected to the structure by a copper main down conductor with a minimum size of #2 for poles with less than 75' mounting height and 2/0 for poles with more than 75' mounting height.

E. SAFETY

All system components shall be UL Listed for the appropriate application.

F. ELECTRIC POWER REQUIREMENTS FOR SPORTS LIGHTING EQUIPMENT

Maximum total voltage drop to the disconnect switch located on the poles shall not exceed 3 percent of rated voltage.

1. Voltage/Phase to be determined for each specific site.

IV. DELIVERY TIMING

The equipment must be on site 4-6 weeks from the receipt of approved submittals and receipt of complete order information.

V. STRUCTURAL PARAMETERS

A. BUILDING CODE

The base bid of the lighting system must comply with Florida Building Code Edition 2004, Exposure B, Importance Factor of 1.0 and a wind speed of 110mph.

B. STRUCTURAL DESIGN

The stress analysis and safety factor of the poles shall conform to AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals.

C. SOIL CONDITIONS

The design criteria for these specifications are based on soil design parameters as outlined in the geotechnical report. If a geotechnical report is not provided by the owner, the foundation design shall be based on soils that meet or exceed those of a Class 5 material as defined by 2004 FBC, Table 1804.2.

D. FOUNDATION DRAWINGS

Project specific foundation drawings stamped by a registered engineer in the state where the project is located are required. The foundation drawings must list the moment, shear (horizontal) force, and axial (vertical) force at ground level for each pole. These drawings must be submitted within 14 days of purchase.

VI. FIELD QUALITY CONTROL

A. ILLUMINATION MEASUREMENTS

Upon substantial completion of the project and in the presence of the Contractor, Project Engineer, Owner's Representative, and Manufacturer's Representative, illumination measurements shall be taken and verified. The illumination measurements shall be conducted in accordance with IESNA RP-6-01, Appendix B.

B. CORRECTING NON-CONFORMANCE

If, in the opinion of the Owner or his appointed Representative, the actual performance levels including footcandles, uniformity ratios, and maximum kilowatt consumptions are not in conformance with the requirements of the performance specifications and submitted information, the Manufacturer shall be liable to any or all of the following:

1. Manufacturer shall at his expense provide and install any necessary additional fixtures to meet the minimum lighting standards. Manufacturer shall also either replace the existing poles to meet the new wind load (EPA) requirements or verify by certification by a licensed structural engineer that the existing poles will withstand the additional wind load.
2. Manufacturer shall minimize the Owner's additional long term fixture maintenance and energy consumption costs created by the additional fixtures by reimbursing the Owner the amount of \$1,000.00 (one thousand dollars) for each additional fixture required.
3. Manufacturer shall remove the entire unacceptable lighting system and install a new lighting system to meet the specifications.

VII. POLE CONSTRUCTION, POLE REMOVAL, AND RELIGHT

A. POLE INSTALLATION

Provide pricing for labor to install owner furnished poles & fixtures. Price will include unloading of the equipment upon arrival to job site, excavation of holes, assembly of the poles and luminaires, all wiring from the remote electrical enclosure to the luminaires, proper grounding, installation of the pre-stressed foundations with concrete backfill, pole erection and aiming. Installation assumes standard soils of 2000 psf with no rock or abnormal collapsing holes.

B. REMOVAL OF EXISTING POLES OR STRUCTURES

Provide pricing for labor to take down existing poles, structures and fixtures and remove them to a staging area on the job site designated by the owner. Concrete and steel poles will be completely removed. Poles will be cut at base – foundations will not be removed but cut and jack-hammered to a foot below grade. Wood poles may be cut off 2 feet below grade, as long as the stumps are covered back with soil.

C. INSTALLATION OF FIXTURES ON EXISTING POLES

Provide pricing for labor to take down existing fixtures and remove them to a staging area on the job site designated by the owner. The cost will also include labor to install the new fixtures on the existing structure. Installation assumes that the pole structure and wiring will be sufficient to handle the new fixtures. Owner assumes all responsibility of structural integrity of existing poles.

D. OWNER AND BIDDER RESPONSIBILITIES

1. Owner's Responsibilities:

- a. 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.
- b. Survey in pole locations.
- c. Removal of any trees, limbs, etc. for total access to pole locations.
- d. Removal and replacing of all fencing.
- e. Repair and replacement of any field turf, asphalt, and/or concrete damage.
- f. Locate existing underground utilities including irrigation systems.
- g. Pay for all permitting costs.
- h. 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 Table 1804.2 in the 2004 edition of the Florida Building Code and can be excavated using standard earth auguring equipment.
- i. Provide primary transformer to within 150' of site.
- j. Provide a source for water (I.E. Fire Hydrant or 1" water line).
- k. Provide adequate trash container for cardboard waste.

2. Bidder's Responsibilities:

- a. Provide required poles, fixtures, and foundations and associated designs.
- b. Provide structural design for poles and foundations, certified by a professional engineer licensed in the State.
- c. Provide layout of pole locations and aiming diagram.
- d. Provide light test upon owner supplied electrical system.
- e. Provide equipment and materials to off load equipment at jobsite per scheduled delivery.
- f. Secure required permits, owner to pay cost of permits.
- g. Provide equipment and materials to install poles and foundations as specified on layout.
- h. 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.
- i. Provide materials and equipment to assemble fixtures.
- j. Provide equipment and materials to assemble and erect poles.
- k. Provide equipment and materials to remove spoils from jobsite.
- l. Provide bonding per State of Florida requirements

VIII. ELECTRICAL SUPPLY LABOR/EQUIPMENT

A. ELECTRICAL SERVICES

All services are to be quoted at 277/480 volt three phase. Base all service feeders on a length of 150 feet at a burial depth of 36" with no obstructions in the path. Provide lump sum costs for equipment and labor to install each of the following three options:

1. Option A
 - a. 200 amp three phase meter can
 - b. 200 amp main circuit breaker N3R 42 circuit panel with 8 three pole 30 amp breakers.
 - c. Service feeders. (4) 3/0 conductors in a 2 1/2" raceway. 150'
 - d. Build Service Rack out of 2" galvanized pipe with galvanized uni-strut to accommodate meter can, electrical panel and one lighting contactor cabinet sized at 72" high, 36" wide and 12" deep. The lighting contactor will be provided by the sports lighting manufacturer and installed.
 - e. Pull necessary permits

2. Option B
 - a. 400 amp three phase meter can
 - b. 400 amp main circuit breaker N3R 42 circuit panel with 8 three pole 60 amp breakers.
 - c. Service feeders. (4) 500 mcm conductors in a 4" raceway. 150'
 - d. Build Service Rack out of 2" galvanized pipe with galvanized uni-strut to accommodate meter can, electrical panel and one lighting contactor cabinet sized at 72" high, 36" wide and 12" deep. The lighting contactor will be provided by the sports lighting manufacturer and installed.
 - e. Pull necessary permits

3. Option C
 - a. 600 amp three phase meter can
 - b. 600 amp main circuit breaker N3R 42 circuit panel with 12 three pole 60 amp breakers.
 - c. Service feeders. (2) 4" raceways with (4) 300 mcm conductors in a 4" raceway. 150'
 - d. Build Service Rack out of 3" galvanized pipe with galvanized uni-strut to accommodate meter can, electrical panel and one lighting contactor cabinet sized at 72" high, 36" wide and 12" deep. The lighting contactor will be provided by the sports lighting manufacturer and installed.
 - e. Pull necessary permits

B. CONDUIT, PULL BOXES AND CONDUCTORS

Provide equipment and labor to install conduit, pull boxes and conductors. All installations are to be in pvc schedule 40 pipe at a burial depth of 36" with twin conductors.

C. LIGHTNING PROTECTION

Surge Arrestors: UL labeled and rated for 277/480V, 3 phase, 4 wire, as manufactured by Erico (TDX-50) or equal and shall be attached to the bottom of the remote ballast enclosure and/or on line side of main electrical panel.

Section C



DATE: 4/24/06

BID FORM
City of Jacksonville
Department of Procurement

REQUEST TO BID NO. SC-0511-06

THIS FORM MUST BE SIGNED AND INCLUDED IN BID SUBMISSION

Musco Sports Lighting, LLC.
ATTN: Luann Ferreira
2107 Stewart Rd.
Muscatine, IA 52761

SUBMIT BID IN DUPLICATE

THIS BID WILL BE OPENED ON 04/26/2006
2:00 P.M. IN CONFERENCE ROOM C, THIRD FLOOR, CITY HALL.
RESPONSE(S) TO BID MUST BE IN INK OR TYPEWRITTEN

FID/SSN#

BUYER: **Sandy Averell**

PHONE: **(904) 630-1498**

BID SECURITY REQUIREMENTS

NONE

TERM OF CONTRACT

Other

Supply contract from June 1, 2006 thru May 31, 2007, with two (2) one (1) year renewal options.

SAMPLE REQUIREMENTS

Literature Required With Bid

PERFORMANCE BOND

None Required

QUANTITIES:

Quantities indicated reflect the approximate quantities to be purchased throughout contract period and are subject to fluctuations in accordance with actual requirements.

FOR TECHNICAL INQUIRIES, CONTACT:

Susan Saltgiver
(904) 630-3595

AGENCY: Parks, Recreation and Entertainment Department

PRICE AGREEMENT CONTRACT FOR PARK AND PLAYGROUND EQUIPMENT. AGREEMENT WILL BE IN ACCORDANCE WITH ATTACHED TERMS & CONDITIONS, SPECIFICATIONS AND BID PROPOSAL FORMS.

BASIS OF AWARD: MULTIPLE AWARD TO ALL QUALIFIED, RESPONSIBLE VENDORS.

TERMS OF PAYMENT: NET OR 0% DISCOUNT 0 DAYS

(DISCOUNTS OFFERED FOR PAYMENT PERIODS OF LESS THAN 30 DAYS WILL NOT BE CONSIDERED IN MAKING AWARD)

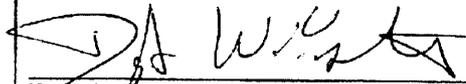
Bidder's Certification

Material is F.O.B. Delivered to various park locations throughout Jacksonville, FL.

Delivery will be made in 45 business days from receipt of purchase order.

We have received addenda

through _____



Handwritten Signature of Authorized Officer of Firm

Date

4/24/06

Doug Yates, VP Sports 800/754-6025x4704 800/374-6402

Print Individual's Name & Title

Phone Number

Fax Number

PROPOSAL FORM

PRICE AGREEMENT CONTRACT FOR PARK AND PLAYGROUND EQUIPMENT

BID NO. SC-0511-06

BIDDER Musco Sports Lighting, LLC.

ADDRESS 2107 Stewart Rd.

CITY, STATE, ZIP CODE Muscatine, IA 52761

PHONE 352/331-7986 FID# 42-1511754

E-MAIL don.jordan@musco.com

CONTACT NAME(S) Don Jordan

1. BIDDER CATALOG: Fixed percentage discount

Bidder Musco Sports Lighting, LLC.

Discount off list price Prices as listed %

Installation: Fixed percentage of cost (after discounts) of equipment _____ %

2. MANUFACTURER CATALOGS: Fixed percentage discount

Manufacturer N/A

Fixed Percentage Discount off MSRP _____ %

Installation: Fixed percentage of cost (after discounts) of equipment _____ %

Manufacturer N/A

Fixed Percentage Discount off MSRP _____ %

Installation: Fixed percentage of cost (after discounts) of equipment _____ %

2. MANUFACTURER CATALOGS: Fixed percentage discount (CONTINUED)

Manufacturer N / A

Fixed Percentage Discount off MSRP _____ %

Installation: Fixed percentage of cost (after discounts) of equipment _____ %

Manufacturer N / A

Fixed Percentage Discount off MSRP _____ %

Installation: Fixed percentage of cost (after discounts) of equipment _____ %

3. SUB-CONTRACTOR EQUIPMENT INSTALLERS:

Business Name See attached sheet

Address _____

Telephone Number _____

Contact Name _____

Business Name _____

Address _____

Telephone Number _____

Contact Name _____

NOTE: Attach vendor/manufacturer WRITTEN CERTIFICATION(S) naming bidder, and/or each of its sub-contractor installer(s), as an authorized installer certified to install park and playground equipment as required by each manufacturer. Failure to comply with this provision may result in rejection of bid.

Subcontractors

Musco Sports Lighting, LLC
100 1st Avenue West
Oskaloosa, IA 52577

M Gay Constructors
Mike Gay
11802 Industry Drive
Jacksonville, FL 32226
904-714-4001

Davco
Russ White
4885 Park Ridge Boulevard
Boynton Beach, FL 33426
561-732-3434

Southeast Electrical Contractors
Timmy Carter
15888 County Road 108
Hilliard, FL 32046
904-879-4226

Electrical Contracting Service
Charlie Floyd
2375 West 77th Street
Hialeah, FL 333016
305-556-0041

Florida Electric Contracting Services Inc
Kevin Nuss / Steve Siems
1491 SW 21st Avenue
Ft. Lauderdale, FL 33355
954-587-6760

Sportslighting Unlimited
Jim Bent
4319 Ashton Club Drive
Lake Wales, FL 33859
863-632-2301

Cobblestone Electric Inc
Joe Stone
16171 Reiland Drive
Istachatta, FL 34636
352-796-9000

WARRANTY INFORMATION FORM

BID# SC-0511-06 Item Number ALL EQUIPMENT

Equipment Specified MANUFACTURER'S GUARANTEE TO THE CITY AS SPECIFIED IN THE SPECIFICATIONS

*** ALL BLANKS MUST BE FILLED AND SUBMITTED WITH BID ***

MAKE AND MODEL OF EQUIPMENT PROPOSED: Musco Sports Lighting equipment
and services

Is there a warranty on the equipment proposed? Yes No

Does warranty apply to ALL components or only part? (State explicitly) See warranty
attached in submittal package

*Parts warranty period _____ Service warranty period _____

Nearest source for parts and/or service: Musco Sports Lighting, LLC.

Name and address of authorized service center(s): Jeff Klein

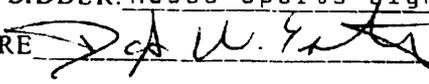
100 1st Avenue West, Oskaloosa, IA 52577, 800/825-6030
(please include name, address, city, state, zip, and phone number)

Name and address of the authority issuing this warranty: (manufacturer, distributor, etc.) _____

Musco Sports Lighting, LLC, 2107 Stewart Rd., Muscatine, IA 52761
(please include name, address, city, state, zip, and phone number)

COPY OF COMPLETE WARRANTY STATEMENT IS SUBMITTED HERewith: X YES NO

NAME OF BIDDER: Musco Sports Lighting, LLC.

SIGNATURE  DATE 4-24-06

TITLE VP Sports Operations PHONE NUMBER 800/754-6025x4704

* Warranty period must meet or exceed the warranty conditions as stated in the specifications on the bid.

CONFLICT OF INTEREST CERTIFICATE

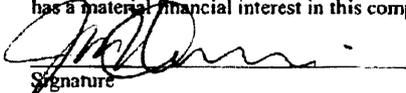
SECTION 00320

BID # SC-0511-06

Bidder must execute either Section I or Section II hereunder relative to Florida Statute 112.313(12). Failure to execute either section may result in rejection of this bid proposal.

SECTION I

I hereby certify that no official or employee of the City or it's independent agencies requiring the goods or services described in these specifications has a material financial interest in this company.


Signature

James M. Hansen
Name of Official (type or print)

Musco Sports Lighting, LLC
Company Name

100 1st Avenue West
Business Address

Oskaloosa, IA 52577
City, State, Zip Code

SECTION II

I hereby certify that the following named City official(s) and/or employee(s) having material financial interest(s) (in excess of 5%) in this company have filed Conflict of Interest Statements with the Supervisor of Elections, 105 East Monroe Street, Jacksonville, Duval County Florida, prior to bid opening.

Name	Title of Position	Date of Filing

Signature

Company Name

Name of Official (type or print)

Business Address

City, State, Zip Code

PUBLIC OFFICIAL DISCLOSURE

Section 126.112 of the purchasing Code Requires that a public official who has a financial interest in a bid or contract make a disclosure at the time that the bid or contract is submitted or at the time that the public official acquires a financial interest in the bid or contract. Please provide disclosure, if applicable, with bid.

Public Official _____

Position Held _____

Position or Relationship with Bidder _____

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
04/19/06

PRODUCER
Holmes Murphy & Assoc - WDM
P.O. Box 9207
Des Moines, IA 50306-9207

1-800-247-7756

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED
Musco Sports Lighting, LLC
Attn: Karyl Thomas
P O Box 808
Oskaloosa, IA 52577

INSURER A: St. Paul Fire & Marine Insurance Company
INSURER B: Employers Mutual Casualty Co.
INSURER C:
INSURER D:
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	2D5362506	07/01/05	07/01/06	EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	2E5362506	07/01/05	07/01/06	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A	EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$	QK05500919	07/01/05	07/01/06	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	2M5362506 2E5362506	07/01/05 07/01/05	07/01/06 07/01/06	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B	OTHER Leased/Rented Equipment	2C5362506	07/01/05	07/01/06	Limit 250,000 Deductible 2,500

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 City of Jacksonville is additional insured on the general liability policy. A waiver of subrogation in favor of the additional insured applies to the workers' compensation policy.

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

City of Jacksonville
 Department of Procurement
 3rd Floor, City Hall
 117 West Duval Street
 Jacksonville, FL 32202

USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Laure Guisinger

IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

Section D



DEPARTMENT OF PROCUREMENT



NOTIFICATION OF AWARD AND RELATED ACTIONS

DATE: 6/14/2006

**ADDRESS: MUSCO SPORTS LIGHTING, LLC
ATTN: DOUG YATES
2107 STEWART RD
MUSCATINE, IA 52761**

BID# SC-0511-06

TITLE: PRICE AGREEMENT CONTRACT FOR PARK AND PLAYGROUND EQUIPMENT

Ladies/Gentlemen:

You are a successful bidder on the above referenced bid. Bid is accepted subject to the terms, conditions and stipulations in our specifications.

_____ Performance Bond in the amount of \$ _____ (as required in the original bid package) must be returned within 10 days from receipt of this notification. (Please include bid number on performance bond remittance)

**CONTRACT DOCUMENTS OR PURCHASE ORDER TO FOLLOW.
*THIS IS NOT AN ORDER.***

Awarded as follows:

AS PER ATTACHED AWARD DOCUMENTATION. PLEASE PROVIDE UPDATED COPY OF INSURANCE CERTIFICATE AS REQUIRED IN BID PACKAGE.

_____ You are not a successful bidder. Bids are available for inspection in the Department of Procurement.

_____ Bid security is herewith returned; Check # _____ Amount _____

Sincerely,

Handwritten signature of Sandy Averell in cursive script.
SANDY AVERELL

St. James City Hall, 117 West Duval Street, Suite 335
Jacksonville, Florida 32202
Phone: (904)630-1184 Fax: (904)630-2151

FORM GB-110, Revised 12/2003

SUBJECT: PRICE AGREEMENT CONTRACT FOR PARK AND PLAYGROUND EQUIPMENT

BID# SC-0511-06

OPEN DATE: 4/26/2006

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT:

SUPPLY CONTRACT- EFFECTIVE JUNE 1, 2006 THROUGH MAY 31, 2007 WITH TWO (2) ONE (1) YEAR RENEWAL OPTIONS

FOR: RECREATION

BASIS OF AWARD: MULTIPLE AWARD TO ALL QUALIFIED BIDDERS

NUMBER OF BIDS INVITED 35 NUMBER RECEIVED 35 OTHER 0

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:

RECOMMEND APPROVAL TO AMEND THE CONTRACT TO INCLUDE COOPERATIVE PURCHASING LANGUAGE WHICH WILL ALLOW OTHER GOVERNMENTAL AGENCIES TO UTILIZE THE CONTRACT.

UPON CONCURRENCE FROM THE VENDOR, ALL PRODUCTS AND/OR SERVICES UNDER THIS CONTRACT SHALL BE MADE AVAILABLE TO ANY MUNICIPALITY, COUNTY OR STATE GOVERNMENT; PUBLIC UTILITY; NON-PROFIT HOSPITAL; EDUCATIONAL INSTITUTE; OR SPECIAL GOVERNMENTAL AGENCY, UNDER THE SAME TERMS, CONDITIONS, AND PRICING.

ATTACHMENT: ORIGINAL AWARD

BUYER: Sandy Averell RESPECTFULLY SUBMITTED: Michael O'Grady
SANDY AVERELL for Devin J. Reed, Director
Department of Procurement

CONCURRENCE BY: ROBERT WICKER, CONTRACT COMPLIANCE

(ALL AWARD ACTIONS SUBJECT TO AVAILABILITY OF FUNDS)
ACTION OF AWARDS COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING _____ MEMBERS DISAPPROVING _____ DATE: _____
EM Mangan _____
Phillip Carr _____
St Hall _____
OTHER: _____

ACTION OF AWARDING AUTHORITY DATE: 6/19/06

APPROVED X DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION Roslyn M Phillips

Roslyn M. Phillips
Deputy Chief Operating Officer
For: Mayor John Peyton
Under Authority of:
Executive Order No. 06-03

SUBJECT: PRICE AGREEMENT CONTRACT FOR PARK AND PLAYGROUND EQUIPMENT
 BID# SC-0511-06 OPEN DATE: 4/26/2006

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT:

SUPPLY CONTRACT- EFFECTIVE JUNE 1, 2006 THROUGH MAY 31, 2007 WITH TWO (2) ONE (1) YEAR RENEWAL OPTIONS

FOR: PARKS, RECREATION, ENTERTAINMENT & CONSERVATION DEPARTMENT

BASIS OF AWARD: MULTIPLE AWARD TO ALL QUALIFIED BIDDERS

NUMBER OF BIDS INVITED: 35 NUMBER RECEIVED: 35 OTHER: 0

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:

RECOMMEND APPROVAL TO AWARD ALL VENDORS LISTED ON THE ATTACHED TABULATION SHEET (EXHIBIT 1) FOR A SOURCE OF SUPPLY TO FURNISH, DELIVER, AND THE INSTALLATION OF PARK AND PLAYGROUND EQUIPMENT AS LISTED IN THE CATALOGS SUPPLIED BY THE VENDORS AT DISCOUNTS PROVIDED ON BIDS.

TOTAL ESTIMATED AMOUNT OF EXPENDITURE \$1,500,000.00.

- ATTACHMENTS: 1) RECOMMENDATION
- 2) SCOPE
- 3) TAB SHEET

BUYER: Sandy Averell
 SANDY AVERELL

RESPECTFULLY SUBMITTED

[Signature]
 Devin J. Reed, Director
 Procurement Department

CONCURRENCE BY: PHILIP J. BRUCE, DIVISION CHIEF, PARK DEVELOPMENT DIVISION

(ALL AWARDS ACTIONS SUBJECT TO AVAILABILITY OF FUNDS)

ACTION OF AWARDS COMMITTEE ON CPO RECOMMENDATIONS ABOVE

MEMBERS APPROVING

MEMBERS DISAPPROVING

DATE: JUN 01 2006

[Signature]
[Signature]

OTHER

ACTION OF AWARDING AUTHORITY

DATE: 6/4/06

APPROVED X

DISAPPROVED:

OTHER:

SIGNATURE OF AUTHENTICATION

[Signature]

Roslyn M. Phillips
 Deputy Chief Operating Officer
 For: Mayor John Peyton
 Under Authority of:



Tree Farm North
Key Biscayne, Florida
Date: May 14, 2007
To: Todd Hofferberth
Pricing per City of Jacksonville Bid SC-0511-06

Quotation Price

Musco's Light Structure Green™ as described below and delivered to the job site..... **\$175,224.00.**

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
- 2 group re-lamps at the end of the lamps' rated life, 5000 hours
- Guaranteed constant light level of 30 for 25 years, +/-10% per IESNA RP-06-01
- Control Link® Control & Monitoring System for flexible control and solid management of your lighting system
- Lighting Contactors sized for Volt and phase available at jobsite

Field Description	Quantity	Pricing Per Jacksonville LSG 140 Exposure C 400 Hours of Operation	Extended Price
400 Hours of Operation			
330'x 160': 30fc	1	\$75,684.00	\$75,684.00
Section III: Item A - Pole Installation(70' Poles)	4	\$3,740.00	\$14,960.00
Section IV: A (200amp)	1	\$9,600.00	\$9,600.00
Section IV: B 1 a (Wiring from Panel to contactors)	4	\$75.00	\$300.00
Section IV: B 2 a (Wiring from contactor to pole)	1800	\$29.00	\$52,200.00
Section IV: B 3 a	4	\$400.00	\$1,600.00
Section IV: B 3 b	4	\$95.00	\$380.00
Section V: A 3 (200 amp)	1	\$5,000.00	\$5,000.00
Section V: B 1	1	\$1,000.00	\$1,000.00
Section V: F	1	\$5,000.00	\$5,000.00
Adders/Deducts Freight variables, difference in building code, wind speed, and hours of operation.			\$9,500.00
Total			\$175,224.00

Sales tax is not included as part of this quote.

Pricing furnished is effective for 60 days unless otherwise noted and is considered confidential. 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 no later than 30 days after 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.

Scope of Work

Owner Responsibilities:

- 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.
- Survey in pole locations.
- Removal of any trees, limbs, etc. for total access to pole locations.
- Removal and replacing of all fencing.
- Repair and replacement of any field turf, asphalt, and /or concrete damage.
- Locate existing underground utilities including irrigation systems.
- Pay for all permitting costs.
- 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 Table 1804.2 in the 2004 edition of the Florida Building Code and can be excavated using standard earth auguring equipment.
- Provide primary transformer to within 150' of site.
- Provide a source of water (I.E. Fire Hydrant or 2" water line).
- Provide adequate trash container for cardboard waste.

Musco Responsibilities:

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

Musco Subcontractor Responsibilities:

- Provide equipment and materials to off load equipment at jobsite per scheduled delivery.
- Provide storage containers for material as necessary.
- Provide adequate security to protect Musco delivered products from theft, vandalism or damage during the installation.
- Provide electrical design by electrical engineer.
- Secure required permits, owner to pay cost of permits.
- Provide materials and equipment to install or upgrade existing electrical service panels as required or necessary. (This needs defined per Electrical design).
- Provide materials and equipment to install all underground conduit, wiring, pull boxes etc. and terminate wiring as required per electrical design.

- 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.
- Provide materials and equipment to install (4) Light Structure System foundations as specified on Layout.
- 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.
- Provide equipment and materials to remove spoils from jobsite.
- Provide materials and equipment to assemble and install (20) Light Structure Green√ fixtures and terminate all necessary wiring.
- Provide equipment and materials to assemble and erect (4) Light Structure System Poles.
- Provide equipment and materials to install the new Lighting Contactor Cabinet and terminate all necessary wiring.
 - Contractor will commission Control Link by contacting Control Link Central at (877-347-3319) and going through the following steps:
 - Check all Zones to make sure they work in both auto and manual mode.
 - 1 hour comprehensive burn of all lights on each zone.
 - Set base line for the DAS (Diagnostic Acquisition System)
- Keep all heavy equipment off of playing fields when possible.
- Provide startup and aiming as required to provide complete and operating sports lighting system.

Notes

Quote is based on:

- Shipment of entire project together to one location
- One Soccer Field
- Volt, and Phasing available at jobsite
- Structural code and wind speed = 2004 FBC, 150 MPH Importance Factor 1.0 Exposure C .
- Confirmation of pole locations prior to production

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

Joel Kraushaar
 Sales Coordinator
 Musco Sports Lighting, LLC
 Phone: 1-800-754-6025 ext 4089
 E-mail: joel.kraushaar@musco.com
 Fax: 1-800-374-6402