



VILLAGE OF KEY BISCAYNE

Office of the Village Manager

MEMORANDUM

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

DATE: June 25, 2013

TO: Honorable Mayor and Members of the Village Council

FROM: John C. Gilbert, Village Manager

Village Manager
John C. Gilbert

RE: Approving the Agreement with Musco Sports Lighting LLC, for St. Agnes Field and Court Lighting Retrofit funded by the Florida Department of Agriculture and Consumer Services Grant.

RECOMMENDATION

It is recommended that the Village Council approve the agreement with Musco Sports Lighting LLC, and authorizing the Village Manager to execute the required agreement to include the same terms reached in the May 14, 2013 amended agreement.

BACKGROUND

This agreement would permit the Village of Key Biscayne to implement the Florida Department of Agriculture and Consumer Services Local Government Energy Efficient Lighting grant.

This agreement and grant would complete the retrofit fixtures on the St. Agnes field and basketball court and install the "Control-Link" remote equipment controller. The costs associated with this agreement will be funded by the grant.

Mr. Chad Friedman from Weiss Serota Helfman Pastoriza Cole & Boniske provided Resolution and attests to form and legal sufficiency.

RESOLUTION NO. 2013- _____

A CAPITAL PROJECT AUTHORIZING RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, APPROVING THE AGREEMENT BETWEEN THE VILLAGE AND MUSCO SPORTS LIGHTING LLC, CONCERNING THE ST. AGNES LIGHTING RETROFIT GRANT PROJECT; PROVIDING FOR WAIVER OF COMPETITIVE BIDDING; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE AN AGREEMENT RELATING TO THE SAME; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of Key Biscayne (the "Village") was recently awarded a grant from the Florida Department of Agriculture and Consumer Services to retrofit lights on the St. Agnes fields (the "Grant Project"); and

WHEREAS, the Village may, pursuant to Section 2-86 of the Village Code of Ordinances (the "Village Code"), enter into bids or contracts entered into by another governmental authority, provided that the governmental authority has gone through a competitive bidding procedure leading to the award of the bid or contract in question; and

WHEREAS, the Village Council desires to waive competitive bidding for the Grant Project based upon the Clay County, Florida, Request For Proposal # 08/09-03 (the "Clay County Bid"), which was awarded, in part, to Musco Sports Lighting LLC (the "Musco") for sports lighting projects; and

WHEREAS, the Village Council authorizes the Village Manager to execute an Agreement with Musco consistent with the proposal attached hereto as Exhibit "A;" and

WHEREAS, the Village Council finds that this Resolution is in the best interest and welfare of the residents of the Village.

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

Section 1. Recitals Adopted. Each of the above stated recitals are hereby adopted, confirmed and incorporated herein.

Section 2. Waiver of Competitive Bidding. The Village Council, in accordance with Section 2-86 of the Village Code, hereby waives competitive bidding based upon the Clay County Bid.

Section 3. Authorization. The Village Council hereby authorizes the Village Manager to execute an agreement with Musco for the Grant Project consistent with the proposal attached hereto as Exhibit "A," subject to approval as to form, content, and legal sufficiency by the Village Attorney.

Section 4. Effective Date. This Resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED this ____ day of _____, 2013.

MAYOR FRANK CAPLAN

ATTEST:

CONCHITA H. ALVAREZ, MMC,
VILLAGE CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

VILLAGE ATTORNEY

EXHIBIT A



**St. Agnes Park
Key Biscayne, FL
Date: May 8, 2013
To: Village of Key Biscayne**

Quotation Price - Installation and Materials (Existing Poles)

Musco's Light Structure Green™ lighting system as described below and delivered to the job site \$130,000.

Equipment Description

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

- Pre-cast concrete bases
- Galvanized steel poles
- Electrical component enclosures
- Pole length wire harness
- Factory-aimed and assembled luminaires

Also Includes:

- Energy savings of more than 50% over a standard lighting system
- 50% less spill and glare light than Musco's prior industry leading technology
- Musco Constant 25™ product assurance and warranty program that eliminates 100% of your maintenance costs for 25 years, including labor and materials
- Guaranteed constant light level of 30 Footcandles for 25 years
- 2 group re-lamps at the end of the lamps' rated life
- Control Link® Control & Monitoring System for flexible control and solid management of your lighting system
- Lighting Contactors sized for existing Volt/phase

Pricing listed below is based on Clay County bid #08/09-3

Field Description	Quantity	Pricing Per Clay County	Extended Price
(Sect II C) Fixtures Mounted on Existing Poles	26	\$2,990.00	\$77,740.00
(Sect II D) Control & Monitoring for SCG	1	\$7,475.00	\$7,475.00
(Sect III D) Installation of fixtures on existing poles	8	\$5,175.00	\$41,400.00
(Sect V F) Project Management	1	\$5,750.00	\$5,750.00
Deducts: Design Variables			-\$2,365.00
Total			\$130,000.00

Sales tax and permitting 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

Project must be expended by August 30th.

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

Musco will make every effort to coordinate shipment so that delivery corresponds with the customer's payment schedule. We will expect payment within the terms described above unless there is a written statement from Musco's corporate headquarters stating the acceptance of different terms.

Delivery to the job site from the time of order, submittal approval, and confirmation of order details including voltage and phase, pole locations is approximately 30-45 days. Due to the built-in custom light control per luminaire, pole locations need to be confirmed prior to production. Changes to pole locations after the product is sent to production could result in additional charges.

Notes

Quote is based on:

- Shipment of entire project together to one location
- Structural code and wind speed = 2010 FBC, 175 MPH Exposure C.
- Confirmation of pole locations prior to production

Scope of work includes:

Village of Key Biscayne Responsibilities:

- 1) Provide total access to the site and pole locations for construction. Equipment must be able to move from location to location on standard rubber tires – no towing required.
- 2) Provide reference points (one per field) for sighting in lighting cross-arms.
- 3) Remove any trees, limbs, shrubs, etc. for total access to pole locations.
- 4) Removal, replacement, and repair of all fencing necessary for construction.
- 5) Repair and/or replace any field turf, asphalt, curbs, and concrete inadvertently damaged during installation.
- 6) Locate and mark existing irrigation systems prior to the commencement of construction.
- 7) Provide existing electrical design and site plan as necessary.
- 8) Pay for any and all permitting fees.

Musco Responsibilities / Musco's Subcontractor Responsibilities :

- 1) Provide layout of pole locations, aiming diagram, and associated designs.
- 2) Provide pole inspection and survey of existing poles for height, size, and location.
- 3) Provide required Musco Light Structure Green™ equipment.
- 4) Provide Project Management and assistance as needed.
- 5) Provide light test under owner supplied lighting system.
- 6) All work must be completed by August 30, 2013.
- 7) Provide certified payroll documents adhering to Davis Bacon Act wages.
- 8) Remove and dispose of existing lighting fixtures, pole top fitters, and electrical enclosures on (8) existing poles. This will include the recycling of lamps, aluminum reflectors, ballast and steel as necessary.
- 9) Leave the existing grounding wires and power feed in place for reattachment to the new Light Structure Green™ product.
- 10) Provide adequate trash container for cardboard waste and packing debris.
- 11) Provide storage containers for material as necessary.
- 12) Provide adequate security to protect Musco delivered products from theft, vandalism or damage during the installation.
- 13) Provide equipment and materials to off load equipment at jobsite per scheduled delivery.
- 14) Obtain any and all required permits, Owner to pay all costs.
- 15) Provide electrical design or as-built drawings as required.
- 16) Provide materials and equipment to upgrade existing electrical service panels as required or necessary. This needs to be defined in the electrical design.

- 17) Provide materials and equipment to install all underground conduit, wiring, pull boxes, switchgear, etc. and terminate wiring as required per electrical design.
- 18) Ground the new product on poles per NFPA 780 and NEC code. This will include grounding of the electrical enclosures and remote light fixture cross arms. Existing lightning protection to be verified and repaired as needed to comply with Musco warranty.
- 19) Install Musco electrical enclosures and fixtures on existing poles and terminate power feed. Power feed may need to be reworked to adapt to the new Musco lighting equipment.
- 20) Provide materials and equipment to wire and terminate ballast to Light Structure Green™ fixtures.
- 21) Provide materials and equipment to install the Musco supplied Lighting Contactor Cabinet(s). Installation of Musco supplied surge protection is also required. Subcontractor to commission Control Link once the entire system is energized.
- 22) Keep all heavy equipment off of playing fields and surfaces whenever possible. Use due care to minimize damages when playing surface access is required.
- 23) Jobsite to be returned to condition existing prior to construction of lighting system.
- 24) Locate existing underground utilities and irrigation system so as to avoid damage from construction equipment. Repair any such items damaged during construction.
- 25) Conduct system startup and additional aiming as required to provide a complete and operating sports lighting system.

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



Jason Frucht
Sales Representative
Musco Sports Lighting, LLC
1250 S. Pine Island Road
Plantation, FL 33073
Phone: 954-732-5674
E-mail: Jason.Frucht@Musco.com