

34-2

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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Meeting Date: February 5, 2008      ☒ Consent      ☐ Regular  
   ☐ Ordinance      ☐ Public Hearing

Department: Facilities Development & Operations

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I. EXECUTIVE BRIEF

**Motion and Title:** Staff recommends motion to approve: A contract with Musco Sports Lighting LLC., in the amount of \$262,149.00 to furnish and install new outdoor lighting for two ballfields at the Lake Lytal Park in West Palm Beach.

**Summary:** The work consists of furnishing and installing energy efficient replacement light fixtures on twelve (12) existing concrete poles. Includes all new electrical wiring and electrical disconnect switches. This procurement is "piggybacking" on the existing annual contract between the City of Jacksonville (SC-0511-06) and Musco Sports Lighting. The existing City of Jacksonville contract has an SBE participation Encouragement requirement. There is 0.95% SBE participation in this contract. A Performance Bond is included in the contract and will be provided prior to work commencing. This work will comply with all applicable local, state, and federal codes and regulations. (FD&O Admin) District 2 (JM)

**Background and Justification:** Parks had decided to replace the lighting for softball fields #3 and #4 as a maintenance repair to replace broken fixtures and to upgrade to a new energy efficient system with a 10 year maintenance warranty. This contract will provide the new lighting necessary. These improvements are included in Parks' budget for upgrades.

**Attachments:**

1. Location Map
2. Contract
3. Contractor's Proposal
4. City of Jacksonville Contract
5. Budget Availability Statement

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Recommended by:

  
Department Director

1/14/08  
Date

Approved by:

  
County Administrator

1/28/08  
Date

## II. FISCAL IMPACT ANALYSIS

### A. Five Year Summary of Fiscal Impact:

Fiscal Year	2008	2009	2010	2011	2012
Capital Expenditures	\$289,663.90	0	0	0	0
Operating Costs	0	0	0	0	0
External Revenues	0	0	0	0	0
Program Income (County)	0	0	0	0	0
In-Kind Match (County)	0	0	0	0	0
NET FISCAL IMPACT	\$289,663.90	0	0	0	0
# Additional FTE Positions (Cumulative)	—	—	—	—	—

Is Item Included in Current Budget? Yes X No    

Budget Account No: 0001-580-5224-92-4611

Reporting Category                                 

### B. Recommended Sources of Funds/Summary of Fiscal Impact:

Construction	\$ 262,149.00
Staff Costs	\$ 1,300.00
Contingency	\$ 26,214.90
	<u>\$ 289,663.90</u>

C. Departmental Fiscal Review: 677

## III. REVIEW COMMENTS

### A. OFMB Fiscal and/or Contract Development & Control Comments:

Jan Orl 1-23-08  
OFMB  
SA 1-23-08  
WD CN 11/25/08  
11/25/08

Jan J. J. 1/25/08  
Contract Dev. and Control  
1/25/08

### B. Legal Sufficiency:

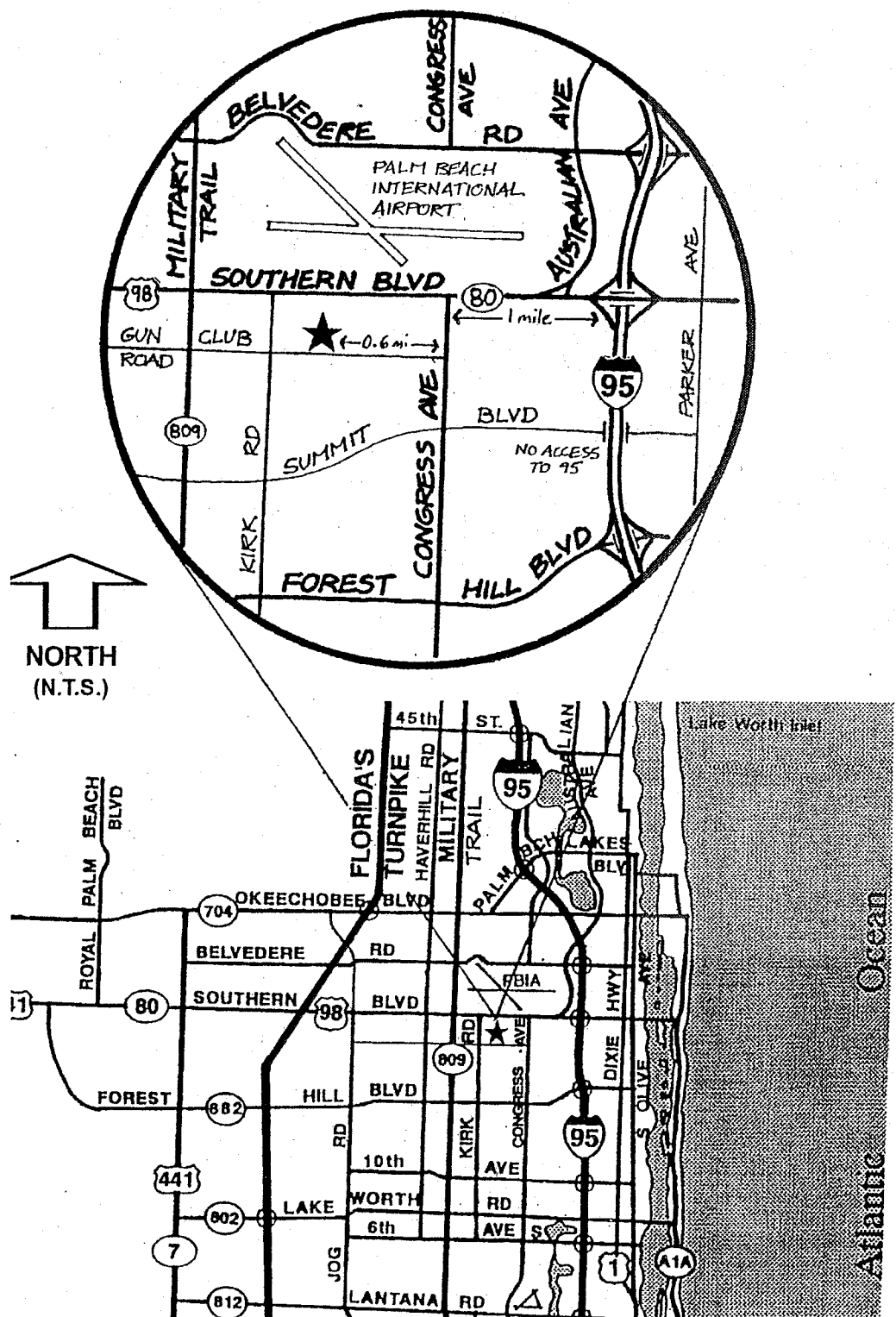
Jan 11/23/08  
Assistant County Attorney

FDO will obtain the  
required Bonds prior to  
commencement of work.

### C. Other Department Review:

    
Department Director

This summary is not to be used as a basis for payment.



## CONTRACT

THIS CONTRACT, made and entered into \_\_\_\_\_, between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Musco Sports Lighting, LLC, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

That the said Contractor having been awarded the contract for the:

Lake Lytal Park - Sports lighting

#07680

in accordance with the Contractor's Agreement with City of Jacksonville Fl. dated May 31. 2007 and numbered SC-0511-06, the terms of which are hereby incorporated by reference and for and in consideration of the promises and of the covenants and agreements, and of the payments herein specified, to be made and performed by the Contractor and the County, the Contractor hereby covenants and agrees to and with the County to undertake and execute all of the said named work, in a good, substantial and workmanlike manner, and to furnish and pay for all materials, labor, supervision, equipment, supplies, fees, expertise, and services necessary to fully complete all work in accordance with all requirements of the Contract Documents and in accordance with all applicable codes and governing regulations, within the time frame specified in this Contract. All references to The City of Jacksonville Contract SC-0511-06.

Contractor agrees to accept as full compensation for the satisfactory performance of this Contract the sum of Two Hundred Sixty-Two Thousand One Hundred Forty-Nine Dollars and 00/100 (\$ 262,149.00). The prices named in the Contract are for the completed work and all expense, direct or indirect, connected with the proper execution of the work and of maintaining the same until it is accepted by the Board of County Commissioners. It is understood that the Contractor holds and will maintain current appropriate certification and/or license for the purpose of performing the specified work pursuant to this Contract. The time limit for the Substantial Completion of all work under this contract shall be 180 calendar days. The date fixing the beginning of this period upon the calendar shall be established and stated in the Notice to Proceed.

Contract - 1

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida, has made and executed this Contract on behalf of the said County and caused the seal of the said County to be affixed hereto, and the Contractor has hereunto set his hand and seal the day and year written. The Contractor represents that it is authorized to execute this contract on behalf of itself and its Surety.

ATTEST:

PALM BEACH COUNTY, FLORIDA, a  
Political Subdivision of the State of Florida

Sharon R. Bock, Clerk & Comptroller

BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Addie L. Greene, Chairperson

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY

APPROVED AS TO TERMS AND  
CONDITIONS

\_\_\_\_\_  
Assistant County Attorney

Audrey Wolf  
Audrey Wolf, Director  
Facilities Development & Operations

"CONTRACTOR"

By: Musco Sports lighting  
(Corporate Name)

a Iowa corporation  
(insert state of corporation)

By: Jeremy Jordan  
(signatory)  
(print signatory's name)

It's Field Sales  
(print title)

December 6, 2007  
(date of execution)

(Corporate Seal)

Contract - 2

[Signature]  
(witness signature)  
Jim Funtz  
(witness name printed)  
Lewis Gilbert  
(witness signature)  
Lewis Gilbert  
(witness name printed)



**Lake Lytal Park Baseball Fields #3 and #4  
West Palm Beach, Florida  
Date: October 10, 2007  
To: Felix Fernandez  
Pricing per City of Jacksonville Bid SC-0511-06**

**Quotation Price – Materials and Installation**

Sportscluster Green™ as described below, delivered to the job site and installed: ..... \$262,149.00.

**Equipment Description**

Sportscluster Green™ System delivered to your site

- Factory aimed and assembled pole top luminaire assemblies
- 1500-watt metal halide fixtures
- UL Listed remote electrical component enclosures
- Mounting hardware for the pole top units and electrical component enclosures
- Pole length wire harness
- Disconnects

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 10™ product assurance & warranty program that eliminates 100% of your maintenance costs for 10 years, including labor and materials on Musco manufactured product. Musco's Constant 10 Warranty is contingent upon Musco's inspection and approval of existing structure and electrical wiring.
- Guaranteed constant light level of 50 footcandles infield, 30 footcandles outfield for the two fields and 30 footcandles for each of the warm up areas for 10 years, +/- 10% per IESNA RP-06-01
- 1 group re-lamp at the end of the lamps' rated life, 5000 hours
- Reduced energy consumption with an average of 68.8 kW per hour with all areas lit
- Control Link® Control & Monitoring System for flexible control and solid management of your lighting system
- Lighting Contactors sized for 480 Volt 3 phase

Field Description	Quantity	Pricing Per Jacksonville	Extended Price
Baseball Fields		LSG 140 Exposure C 400 Hours of Operation	
Softball - 200' radius	1	\$34,258.00	\$34,258.00
Softball - 225' radius	1	\$38,480.00	\$38,480.00
Section II.A	6	\$2,600.00	\$15,600.00
Controls/Monitoring	1	\$6,500.00	\$6,500.00
			\$0.00
Site Survey	1	\$2,500.00	\$2,500.00
Project Management	1	\$5,000.00	\$5,000.00
Bonding	1	\$4,077.00	\$4,077.00
Electrical Engineering	1	\$7,500.00	\$7,500.00
Freight adder	1	\$1,157.00	\$1,157.00
600 amp service	1	\$19,500.00	\$19,500.00
Install fixtures	12	\$4,500.00	\$54,000.00
Wiring from panel to contactors	12	\$75.00	\$900.00
Pull Boxes/Brooks	16	\$495.00	\$7,920.00
Wiring from contactor to poles	2233	\$29.00	\$64,757.00
Total			\$262,149.00

Poles and sales tax are **not** included as part of this quote

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

#### ***Payment Terms***

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

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

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

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

#### ***Notes***

Quote is based on:

- Shipment of entire project together to one location
- Field size of 234'/234'/234' for Field #3 and 180' radius for Field #4
- 480 Volt, 3 Phase electrical system requirement
- Confirmation of pole locations prior to production
- 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.
- Removal of any trees, limbs, shrubs, etc. for total access to pole locations.

- Removal, replacement, and repair of all fencing necessary for construction.
- Repair and replacement of any field turf, asphalt, curbs, and concrete damage.
- Locate and mark existing irrigation systems necessary for construction.
- Pay for all permitting costs as required.
- All necessary permitting costs including any environmental issues.

**Musco Responsibilities:**

- Provide Project Management and assistance as needed.
- Provide layout of pole locations and aiming diagram.
- Provide required Musco Sportscluster Green™ equipment.

**Subcontractor Responsibilities:**

- Remove and dispose of the existing lighting fixtures and electrical enclosures on (12) concrete poles. This will include the recycling of lamps, aluminum reflectors, ballast and steel as necessary.
- Leave the existing grounding wires and power feed in place for reattachment to the new Sportscluster Green™ product.
- Provide adequate trash container for cardboard waste and packing debris.
- Provide storage containers for material as necessary.
- Provide equipment and materials to off load equipment at jobsite per scheduled delivery.
- Obtain required permits, owner to pay cost of permits. Subcontractor to advise Musco of costs to subcontractor, if any, before proceeding with permitting.
- Provide electrical design by Electrical Engineer if required.
- Provide materials and equipment to install or upgrade existing electrical service panels as required or necessary. This needs to be defined in the electrical design.
- Provide materials and equipment to install all underground conduit, wiring, pull boxes, switchgear, etc. and terminate wiring as required per electrical design.
- Ground the new product on poles per the NFPA 780 code. This will include grounding of the electrical enclosures and remote light fixture cross arms.
- Install Musco electrical enclosures and fixtures on existing poles and terminate power feed. Power feed may need reworked to adapt to the new Musco lighting equipment.
- Provide materials and equipment to wire and terminate ballast to approximately (40) Sportscluster Green™ fixtures.
- Provide materials and equipment to install the Musco supplied Lighting Contactor Cabinet.
- Contractor will commission Control Link by contacting control-Link Central (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 the lights on each zone.
  - Set baseline for the DAS (Data Acquisition System).
  - Keep all heavy equipment off of playing fields when possible.
  - Jobsite to be returned to condition existing prior to construction of lighting system.
- Locate existing underground utilities and irrigation system so as to avoid damage from construction equipment. Repair any such items damaged during construction.

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

Jeremy Jordan  
 Sales Representative  
 Musco Sports Lighting, LLC  
 950 South Pine Island Road  
 Suite A-150-1033  
 Phone: 954-727-8374  
 E-mail: Jeremy.Jordan@musco.com  
 Fax: 954-727-8445



# **SCHEDULE OF SUBCONTRACTOR/SUBCONSULTANT PARTICIPATION**

NAME OF BIDDER Musco Sports Lighting LLC  
 PROJECT TITLE Lake Lytal PK BB #44  
 BID NUMBER \_\_\_\_\_ TOTAL BASE BID AMOUNT \$262,149-

**\*Please list all MBEs or JSEBs first**

NAME OF SUB FIRM	ADDRESS OF FIRM	TYPE OF SUB (if certified)	TYPE OF WORK TO BE PERFORMED	TOTAL CONTRACT VALUE
MDT Consulting	507 Rambling Dr. Wellington FL	PE	Site Survey	\$2500.00

CONSULTANT/SUBCONTRACTOR/SUPPLIER TOTAL VALUES	
African-American Participation Total Value:	\$
Asian-American Participation Total Value:	\$
Hispanic-American Participation Total Value:	\$
Native-American Participation Total Value:	\$
Women Participation Total Value:	\$

The undersigned acknowledges and agrees that, if any of the above-listed MBEs and/or JSEBs are not, for any reason, properly certified with the City, in accordance with Ordinance 2004-602, at the time of bid opening, the same will not be counted toward meeting the participation percentage goal as defined herein.

The undersigned will enter into a formal Agreement with the MBE / JSEB Suppliers/Consultants/Subcontractors identified herein for work listed in this schedule, as well as any applicable alternates, conditioned upon execution of a contract with the City of Jacksonville. Under penalties of perjury I declare that I have read the foregoing conditions and instructions and the facts are true to the best of my knowledge and beliefs.

Signature: Theresa M. Sizemore Title Sales Coordinator Date: 12/17/07  
Signature of Prime Contractor

Print Name: Theresa M. Sizemore

Attach additional list of subcontractors/subconsultants as needed  
 FORM 110/04

Vendor Information	
<b>COMPANY:</b>	<b>MDT Consulting LLC</b>
<b>DBA NAME:</b>	
<b>CONTACT:</b>	Mitchell Thomas
<b>ADDRESS:</b>	507 Rambling Drive Cir <u>Wellington</u> , FL 33414
<b>PHONE:</b>	<b>(561) 797 2960</b>
<b>ALT PHONE:</b>	
<b>FAX:</b>	<b>(561) 795 6516</b>
<b>EMAIL ID:</b>	mthomas2@adelphia.net
<b>SERVICES PROVIDED:</b>	- <u>Civil Engineers</u> - Engineering Services, Professional
<a href="#">View Previous</a>	

<b>ACORD</b> <small>TM</small> <b>CERTIFICATE OF LIABILITY INSURANCE</b>					DATE (MM/DD/YY) 12/11/07	
PRODUCER Holmes Murphy & Assoc - WDM P.O. Box 9207 Des Moines, IA 50306-9207			1-800-247-7756			
INSURED Musco Sports Lighting, LLC Attn: Karyl Thomas  P O Box 808  Oskaloosa, IA 52577			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			
			INSURER A: Employers Mutual Casualty Co. A- XI			
			INSURER B: St. Paul Fire & Marine Insurance Company A XV			
			INSURER C: Employers Mutual Casualty Co. A- XI			
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	
A	GENERAL LIABILITY	2D5362508	07/01/07	07/01/08	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$ 300,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 15,000
	<input checked="" type="checkbox"/> Contractual Liab				PERSONAL & ADV INJURY	\$ 1,000,000
					GENERAL AGGREGATE	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	\$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
A	AUTOMOBILE LIABILITY	2E5362508	07/01/07	07/01/08	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS					
	<input checked="" type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
					AUTO ONLY: AGG	\$
B	EXCESS LIABILITY	QK05501238	07/01/07	07/01/08	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 1,000,000
	<input type="checkbox"/> DEDUCTIBLE					\$
	RETENTION \$					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	2S5362508	07/01/07	07/01/08	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
A		2M5362508	07/01/07	07/01/08	E.L. EACH ACCIDENT	\$ 500,000
C		2Z5362508	07/01/07	07/01/08	E.L. DISEASE - EA EMPLOYEE	\$ 500,000
A		2P5362508	07/01/07	07/01/08	E.L. DISEASE - POLICY LIMIT	\$ 500,000
A	OTHER Leased/Rented Equipment	2C5362508	07/01/07	07/01/08	Limit Deductible	300,000 10,000
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS RE: Lake Lytle Park BB 3 & 4, Project No. 130543						
CERTIFICATE HOLDER		ADDITIONAL INSURED; INSURER LETTER:		CANCELLATION		
Palm Beach County  Louese Rodriquez 2633 Vista Parkway  West Palm Beach, FL 33411  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  Louise Rodriguez		
ACORD 25-S (7/97) ssteinbachwdsn 7672619 © ACORD CORPORATION 1988						

## **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).

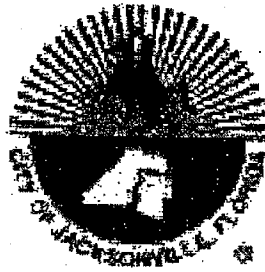
If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **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.

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**

FORM GS-101, revised 11/2000

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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](http://www.coj.net).

(REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK)

NAME OF BIDDER	
PROJECT TITLE	
BID NUMBER	TOTAL BASE BID AMOUNT

[illegible]

**ATTACHMENT 4**  
**PAGE 5 OF 47**



## 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 initiated 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 provided 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 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 if 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, sight 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.

(FORM GB-103, revised 12/03)

## 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 it's using agencies named in the contract documents, it's 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 it's 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

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

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

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

#### LIMITS

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

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

\$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 it's 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.

FORM GB-106, revised 7/2003

**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.



**CITY OF JACKSONVILLE, FLORIDA**

**CONTRACT NO.**

## REQUEST FOR QUOTATION

**Description:** The Department of Parks, Recreation & Entertainment requests a quotation

known as \_\_\_\_\_ Park, located at \_\_\_\_\_

A site plan (not to scale), along with drawing of proposed amenities, is attached. A mandatory site visit is scheduled for \_\_\_\_\_ at \_\_\_\_\_ p.m.

**COMPONENT PRICE QUOTATION:**

[illegible]

**Additional Services Required:**

Additional Item	Description	Quantity	Unit Price	Extended Price
Freight Charges				
Delivery Charges				
Storage Charges				
Installation Charges				
Sidewalk				
Other Concrete Work				
Borders				
Site Clearing				
Fill Dirt				
Drainage Pipe Laying				
Permits				
Other:				
Other:				
Other:				

TOTAL \$ \_\_\_\_\_

AGGREGATE

inclusive to complete  
project.)

(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.coj.net](http://www.coj.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 Protestant 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 Protestant'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 Protestant 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 Protestant, 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 Protestant, 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 Protestant, 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 27<sup>th</sup> 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](mailto: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



**We Make It Happen.**

*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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without the written permission of Musco Lighting, LLC is prohibited.

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](mailto: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:  
# luminaires 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 - SPORTSCUSTER 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: # luminaires 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

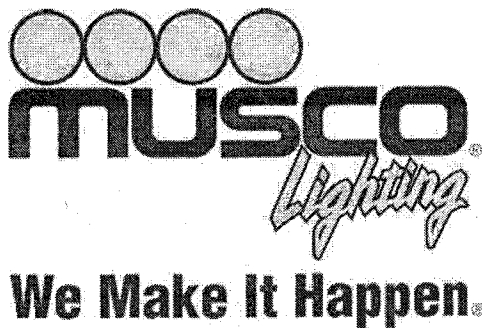
**B. CONDUIT, PULL BOXES AND CONDUCTORS**

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

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

Print Individual's Name & Title

Phone Number

Fax Number

FORM GB-102, Revised 6/1998

## 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 1<sup>st</sup> 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 77<sup>th</sup> Street  
Hialeah, FL 333016  
305-556-0041

Florida Electric Contracting Services Inc  
Kevin Nuss / Steve Siems  
1491 SW 21<sup>st</sup> 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? X

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, Dekalbosa, IA 52527, 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

[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.

FORM GB A-3, Revised 6/1998

# 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 \_\_\_\_\_

FORM GB-105, revised 6/1998

## **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



**We Make It Happen.**

**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,

  
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  
SANDY AVERELL

RESPECTFULLY SUBMITTED

Devin J. Reed  
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 Manger  
Julie Carr  
St Hall

OTHER:

ACTION OF AWARDING AUTHORITY

DATE: 6/9/06

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

FORM GB-108, Revised 12/2003



DEPARTMENT OF PROCUREMENT



**NOTIFICATION OF AWARD AND RELATED ACTIONS**

**DATE:** 6/6/2007

**ADDRESS:** Musco Sports Lighting, LLC  
Attn: James M. Hansen  
1701 Westchester Dr., Ste 300  
High Point, NC 27265

**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:

First Renewal Option - June 1, 2007 through May 31, 2008.

- ☐ You are not a successful bidder. Bids are available for inspection in the Department of Procurement.
- ☐ Bid security is herewith returned; Check # \_\_\_\_\_ Amount \_\_\_\_\_

Sincerely,

A handwritten signature in cursive script, appearing to read "Sandy Averell".  
**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 OF AWARD TO UTILIZE THE FIRST (1) OF TWO (2) RENEWAL OPTIONS TO ORIGINAL VENDORS LISTED ON TAB SHEET; EXCEPT BP INTERNATIONAL, INC. (WHO DID NOT RESPOND TO RENEWAL REQUEST). FROM JUNE 1, 2007 THROUGH MAY 31, 2008.

TOTAL ESTIMATED AMOUNT OF EXPENDITURE \$1,500,000. NOT TO EXCEED \$3,000,000.00.

ATTACHMENTS: RECOMMENDATION  
RENEWALS  
TAB SHEET  
ORIGINAL AWARD

BUYER: Sandy Averell  
SANDY AVERELL

RESPECTFULLY SUBMITTED:

Devin J. Reed  
Devin J. Reed, Director  
Department of Procurement

CONCURRENCE BY: JOHN CULBRETH, DIRECTOR, PARKS & RECREATION

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

MEMBERS APPROVING 3

MEMBERS DISAPPROVING \_\_\_\_\_

DATE: 05/31/07

OTHER: \_\_\_\_\_

ACTION OF AWARDING AUTHORITY

DATE: 5/31/07

APPROVED ✓

DISAPPROVED \_\_\_\_\_

Pam Markham  
Deputy Chief Administrative Officer  
For: Mayor John Peyton

OTHER \_\_\_\_\_

SIGNATURE OF AUTHENTICATION Pam Markham

Under Authority of:  
Executive Order No. 06-07

FORM GB-108, Revised 12/2003

### Budget Availability Statement

REQUEST DATE: October 11, 2007

REQUESTED BY: Andre Gonzalez

PHONE#: (561) 233-2037

PROJECT TITLE: Lake Lytal Park - Sports lighting

Project No: 07680

LOCATION #: 1026

LOCATION DESCRIPTION: Lake Lytal Park

ORIGINAL CONTRACT/ANNUAL AMOUNT:

BCC RESOLUTION # / DATE:

TBD dated 03/15/2005

CSA/LOA/CHANGE ORDER AMOUNT:

CSA/LOA/CHANGE ORDER NUMBER: Work Order #:

CONTRACTOR/CONSULTANT NAME: Parks and Recreation

PROVIDE A BRIEF STATEMENT OF THE SCOPE OF SERVICES TO BE PROVIDED BY THE CONSULTANT/CONTRACTOR:

Provide replacement of the Sport Lighting on Softball Fields #3 & #4.

WILL THIS AMENDMENT CHANGE THE ESTIMATED COST OF THE PROJECT? Yes

IF YES, PROVIDE ESTIMATES OF THE NEW COSTS:

CONSTRUCTION	262,149.00	
ARCHITECT/ENGINEER		1.5% WORK ORDER AMOUNT FOR TGG FEE
*STAFF COSTS	1,300.00	
EQUIPMENT/OTHER	0.00	
CONTINGENCY	26,214.90	
TOTAL:	289,663.90	

\* By signing this BAS your department agrees to these staff costs and your account will be charged upon receipt of this BAS by FD&O. Unless there is a change in the scope of work, no additional staff charges will be billed.

BUDGET ACCOUNT NUMBERS (IDENTIFY ALL SOURCES): FUNDING SOURCE (CHECK ALL THAT APPLY)

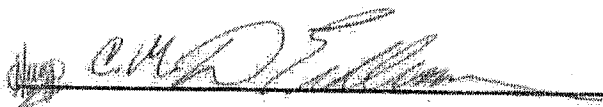
0001 - 580 - 5224 - 92 - 4611

- ☐ FEDERAL/DAVIS BACON  
☒ AD VALOREM  
☐ OTHER

SUPPLEMENTAL AGREEMENT TO BE APPROVED BY:

ANTICIPATED DATE OF APPROVAL: ASAP

BAS APPROVED BY:



DATE:

11/8/07

ENCUMBRANCE NUMBER:

KPO - 410 - 011708 - 978

ATTACHMENT #5