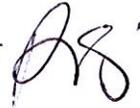


To: The Honorable Mayor and City Council

From: Ruby Crenshaw-Johnson, Director  
Purchasing Department



Date: September 24, 2013

**RE: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, AUTHORIZING THE CITY MANAGER TO ISSUE PURCHASE ORDERS, IN THE AMOUNT OF ONE HUNDRED TEN THOUSAND ONE HUNDRED THIRTY SIX AND .25/100 DOLLARS (\$110,136.25) PER YEAR, FOR A PERIOD OF FIVE (5) YEARS, TO MUSCO SPORTS LIGHTING, LLC, FOR THE LEASE-PURCHASE AND INSTALLATION OF SPORTS LIGHTING EQUIPMENT AT CAGNI PARK NORTH, PIGGYBACKING A COMPETITIVE BID AWARD ISSUED UNDER 'RFP NO. 08/09-3 VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS' BY THE BOARD OF COUNTY COMMISSIONERS, CLAY COUNTY, FLORIDA; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.**

---

**RECOMMENDATION**

Staff is requesting the Mayor and Council to authorize the City Manager to issue the first of five purchases order in the amount of \$110,136.25 to Musco Lighting, LLC for the lease-purchase and installation of sports lighting at Cagni Park North.

**BACKGROUND**

In order to accommodate construction of the replacement North Miami Senior High and North Miami Middle and new Arch Creek Elementary, the City entered into an Interlocal agreement with Miami-Dade County School Board (M-DCSB). As part of the agreement, the City gave up a number of facilities (North Miami Armory, Gribble Pool, North Miami Community Center and old fire station) in order to provide adequate space for the new buildings. As with the reconstruction of the original Cagni Park property (south of 135 Street), the City has agreed to provide sports lighting at its expense.

Page 2

## Musco Lighting Cagni Park

With the three schools open, Cagni Park (south of 135 Street) restored and the gymnasium (north of 135 Street) renovated, M-DCSB is ready for the last phase of the project. The school board is preparing to construct a park where the old high school was located with amenities that were lost when Cagni Park became the staging ground for construction of the new North Miami Senior High. The amenities to be constructed include a baseball field, a softball field, tennis courts, racquetball courts, a concession building, maintenance and storage building and parking. The areas that will be lit with sports lighting to accommodate evening play are the two fields and the basketball courts. The lighting is necessary for the public to be able to utilize the facility after sunset.

In order to make the lighting project more affordable, the project will be financed over a five year period. The first of five equal payments of \$110,136.25 will not be due until October 2014.

Funding will be coming from the general fund beginning in October 2014 (first of five payments). The total amount of the project is \$550,681.25.

### **ATTACHMENTS**

Resolution

Proposal

Lease/Purchase Proposal

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, AUTHORIZING THE CITY MANAGER TO ISSUE PURCHASE ORDERS, IN THE AMOUNT OF ONE HUNDRED TEN THOUSAND ONE HUNDRED THIRTY-SIX DOLLARS AND TWENTY-FIVE CENTS (\$110,136.25) PER YEAR, FOR A PERIOD OF FIVE (5) YEARS, TO MUSCO SPORTS LIGHTING, LLC, FOR THE LEASE-PURCHASE AND INSTALLATION OF SPORTS LIGHTING EQUIPMENT AT CAGNI PARK NORTH, PIGGYBACKING A COMPETITIVE BID AWARD ISSUED UNDER 'RFP NO. 08/09-3 VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS' BY THE BOARD OF COUNTY COMMISSIONERS, CLAY COUNTY, FLORIDA; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.**

**WHEREAS**, on November 6, 2008, the Purchasing Department of Clay County, Florida ("Clay County"), issued *RFP No. 08/09-3 Various Equipment and Amenities for Parks and Playgrounds* ("RFP"), seeking a qualified contractor to furnish and install sports lighting equipment and related services, in accordance with the technical specifications, terms and conditions contained in the RFP ("Services"); and

**WHEREAS**, in response to the RFP, Musco Sports Lighting, LLC ("Contractor"), was competitively selected by the Clay County Board of County Commissioners and awarded an extended contract through January, 2014; and

**WHEREAS**, the RFP was designed to provide cooperative discount prices to all participating agencies and local municipal governments with the same need for Services; and

**WHEREAS**, Contractor is willing to provide Services to the City of North Miami ("City") at the same favorable terms, conditions and rates extended to Clay County; and

**WHEREAS**, the City administration has identified the need for Services at Cagni Park North, in accordance with Contractor's Quote to the City (attached hereto as Exhibit "A"), in the amount of One Hundred Ten Thousand One Hundred Thirty-Six Dollars and Twenty-Five Cents (\$110,136.25) per year, for a period of five (5) years; and

**WHEREAS**, on October 23, 2007, the Mayor and City Council, adopted Ordinance 1244, which authorizes the City Manager to approve the purchase of supplies, goods and/or services from current contracts of other governmental entities (“piggyback”), such as Clay County; and

**WHEREAS**, the City Manager respectfully requests that the Mayor and City Council utilize the most cost effective means currently available to the City in the attainment of Services, by approving the issuance of a purchase order piggybacking the Clay County RFP.

**NOW THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA:**

**Section 1. Authority of City Manager.** The Mayor and City Council of the City of North Miami, hereby authorize the City Manager to issue purchase orders, in the amount of One Hundred Ten Thousand One Hundred Thirty-Six Dollars and Twenty-Five Cents (\$110,136.25) per year, for a period of five (5) years, to Musco Sports Lighting, LLC, for the lease-purchase and installation of sports lighting equipment at Cagni Park NORTH, piggybacking a competitive bid award issued under ‘RFP No. 08/09-3 Various Equipment and Amenities for Parks and Playgrounds’ by the Board of County Commissioners, Clay County, Florida.

**Section 2. Effective Date.** This Resolution shall become effective immediately upon adoption.

**PASSED AND ADOPTED** by a \_\_\_\_\_ vote of the Mayor and City Council of the City of North Miami, Florida, this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
LUCIE M. TONDREAU  
MAYOR

ATTEST:

\_\_\_\_\_  
MICHAEL A. ETIENNE, ESQ.  
CITY CLERK

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

\_\_\_\_\_  
REGINE M. MONESTIME  
CITY ATTORNEY

SPONSORED BY: CITY ADMINISTRATION

Moved by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

**Vote:**

Mayor Lucie M. Tondreau	_____ (Yes)	_____ (No)
Vice Mayor Scott Galvin	_____ (Yes)	_____ (No)
Councilperson Carol Keys, Esq.	_____ (Yes)	_____ (No)
Councilperson Philippe Bien-Aime	_____ (Yes)	_____ (No)
Councilperson Marie Erlande Steril	_____ (Yes)	_____ (No)



**Cagni Park Phase 2**  
**North Miami, FL**  
**Date: August 6, 2013**  
**To: Jeff Geimer**  
**Pricing per Clay County Contract RFP# 08/09-3**

**Quotation Price – Turnkey Installation and Materials**

Musco's Light Structure Green™ lighting system as described below and delivered to the job site:

*Baseball, Softball, and Tennis Courts w/ Steps and Cables (Pole Climbing Access): \$490,000*

**Equipment Description**

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

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

Also Includes:

- Energy savings of more than 50% over a standard lighting system
- 50% less spill and glare light than Musco's prior industry leading technology
- Musco Constant 25™ product assurance and warranty program that eliminates 100% of your maintenance costs for 25 years, including labor and materials
- Guaranteed constant light level for 25 years
- 4 group re-lamp at the end of the lamps' rated life, 5000 hours – Tennis Courts
- 2 group re-lamp at the end of the lamps' rated life, 5000 hours – Baseball / Softball Fields
- 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 Clay County	Extended Price
(Sect I) 355' Baseball field	1	\$157,213.00	\$157,213.00
Additional 15% for Public School			\$23,581.95
(Sect I) 250' Softball field	1	\$91,249.00	\$91,249.00
Additional 15% for Public School			\$13,687.35
(Sect I) 3 courts-Tennis	1	\$62,733.00	\$62,733.00
Additional 15% for Public School			\$9,409.95
(Sect III, C) Installation of 60' poles	8	\$3,290.00	\$26,320.00
(Sect III, C) Installation of 70' poles	8	\$3,795.00	\$30,360.00
(Sect IV B 1a)Wiring from panel to Contactors	16	\$90.00	\$1,440.00
(Sect IV B 2a)Wiring from Contactors to Poles	4,300	\$34.00	\$146,200.00
(Sect V) Structural Engineering	1	\$1,150.00	\$1,150.00
Deducts: Design Variables			-\$73,344.25
<b>Total</b>			<b>\$490,000.00</b>

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

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

**Payment Terms**

The contract balance is due Net 30 days if purchased directly off the Clay County Contract. If contract is secured via the Musco Finance route, proposal stipulates first payment is due one year from contract date.

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

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

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

**Notes**

---

Quote is based on:

- Shipment of entire project together to one location
- Field sizes per designs / photometrics
- 480 Volt, 3 Phase electrical system requirement
- Structural code and wind speed = 2010 FBC, 175 MPH HVHZ Miami Dade County School Board.
- Confirmation of pole locations prior to production
- Miami Dade County School Board to install the pull boxes along with conduit.
- Musco Lighting providing materials and installation for Contactor Cabinet, Miami Dade School Board shall provide the appropriate Transformer and Electrical Breaker panel.

Scope of work includes:

**Owner Responsibilities:**

1. Total access to the site and pole locations for construction. Must be able to move from location to location on standard rubber tires – no towing required.
2. Survey in pole locations and aiming points (one per field) for sighting in lighting cross-arms. Final grade elevations will also need marked if necessary.
3. Removal of any trees, limbs, shrubs, etc. for total access to pole locations.
4. Removal, replacement, and repair of all fencing necessary for construction.
5. Repair and replacement of any field turf, asphalt, curbs, and concrete damage.
6. Locate and mark existing irrigation systems prior to excavation.
7. Pay for all permitting costs as required.
8. Extra costs associated with foundation excavation and construction in non-standard soils (rock, caliche, high water table, collapsing holes, alluvial soils, etc.). Standard soils are defined as Class 3 soils in Table 1804.2 in the 2010 edition of the Florida Building Code and can be excavated using standard earth auguring equipment.
9. Provide primary transformer to within 150 feet of site.
10. Provide a source of water such as a fire hydrant or 2" water line for foundation excavation.

**Musco's Responsibilities / Musco's subcontractor responsibilities:**

1. Provide required poles, fixtures, foundations, and associated designs.
2. Provide structural design for poles and foundations, certified by a professional engineer licensed in the State of Florida.
3. Provide layout of pole locations and aiming diagram.
4. Provide light test upon owner supplied electrical system.
5. Provide Project Management assistance as needed.
6. Provide review of electrical design as provided by Electrical Engineer.
7. Provide equipment and materials to off load equipment at jobsite per scheduled delivery.

8. Provide storage containers for material as necessary.
9. Provide adequate trash container for cardboard waste and packing debris.
10. Provide adequate security to protect Musco delivered products from theft, vandalism or damage during the installation.
11. Obtain required permits, owner to pay cost of permits. Subcontractor to advise Musco of costs to subcontractor, if any, before proceeding with permitting.
12. Provide materials and equipment to install all underground conduit, wiring, pull boxes, switchgear, etc. and terminate wiring as required per electrical design.
13. Make appropriate contact to ensure utility locates have been done prior to excavation and trenching. Repair any such damage to existing utilities during construction.
14. Provide materials and equipment to install Light Structure System foundations as specified on Layout.
15. Provide and install ground rods (one per pole location) for lightning protection. 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"x10' with a 10' embedment. Ground rods must be installed in soil, not in the concrete backfill.
16. Remove augured spoils to owner-designated location at jobsite.
17. Provide materials and equipment to assemble and install Light Structure Green™ fixtures and terminate all necessary wiring.
18. Provide equipment and materials to assemble and erect Light Structure System Poles.
19. Verify aiming points have been located and are correct before sighting in lighting cross-arms.
20. Provide equipment and materials to install the new Lighting Contactor Cabinets and terminate all necessary wiring.
21. Contractor will commission Control Link by contacting Control Link Central at (877-347-3319) and going through the following steps:
  - a. Check all Zones to make sure they work in both auto and manual mode.
  - b. 1 hour comprehensive burn of all lights on each zone.
  - c. Set base line for the DAS (Data Acquisition System)
22. Keep all heavy equipment off of playing fields and surfaces when possible using due care to minimize damages.
23. Provide startup and aiming as required to provide complete and operating sports lighting system.

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



Jason Frucht  
Musco Lighting  
Musco Sports Lighting, LLC  
1250 S. Pine Island Road  
Plantation, FL 33324  
Phone: 954-732-5674  
E-mail: Jason.Frucht@Musco.com



Musco Finance, LLC  
 100 1<sup>st</sup> Avenue West  
 Oskaloosa, IA 52577  
 Phone: 800-825-6020  
 Fax: 641-673-6360

## Lease Purchase Proposal

Customer Name: City of North Miami	Date: August 6, 2013
City, State North Miami, FL	Sales Rep: Jason Frucht
Project Name: Cagni Park Phase 2	Project # 140914

	Option 1	Option 2	Option 3
Estimated Project Cost	\$490,000.00	\$490,000.00	\$490,000.00
Down-payment (Due with Order)	\$0.00	\$0.00	\$0.00
Total Amount Financed	\$490,000.00	\$490,000.00	\$490,000.00
Term of Contract (Years)	5	7	10
Interest Rate (Annual)	3.95%	4.45%	4.95%
Payments per Year	1	1	1
Payment Amount	\$110,136.25	\$83,281.25	\$63,654.19
Number of Payments	5	7	10

- At the end of the term, clear title passes with the completion of payments.
- \$500.00 documentation fee due at lease signing.
- Proposal assumes first payment is due one year from contract date.

**The interest rate quoted is based on current market rates and will be adjusted when the lease closes. The lease must qualify for "Federal Income Tax Exempt" status for the Lessor as defined by Section 265(b)(3)(B) of the Internal Revenue Code of 1986\*.**

This proposal is subject to acceptance of documentation and credit approval. The finance agreement is to be executed within 14 days of the execution of the equipment purchase contract.

Required information may include three years audited financial statements, current year's budget, and most current quarter interim profit and loss statement. Additional information may be requested.

\*Lessee must certify that it reasonably anticipates that it and all of its subordinate entities will not issue more than \$10,000,000 of "qualified tax-exempt obligations during the calendar year in which the Lease is executed. The interest rate may vary if this is not the case.



**CITY OF NORTH MIAMI**

**CONTRACT AWARD / SUMMARY SHEET**

<b>Contract No:</b>	51-12-13 PB	<b>Piggyback:</b>	08/09-3
<b>Contract Eden No:</b>	000436	<b>Municipality Name:</b>	Clay County

<b>Contract Title:</b>	<b>MUSCO LIGHTING INSTALLATION / LEASE-PURCHASE</b>		
<b>Contract Term:</b>	5 YEARS 10/1/2013 – 10/31/2018		
<b>Options To Renew:</b>	N/A		
<b>Total Contract Value:</b>	\$550,681.25		
<b>Approved by Council:</b>	Date:	09/24/2013	Resolution No.
<b>Vendors Awarded:</b>	Name:	<b>Musco Lighting, LLC</b>	
	Address	1250 S. Pine Island Road	
	City/State	Plantation, FL 33324	
	Contact	Jason Frucht / <a href="mailto:jason.frucht@musco.com">jason.frucht@musco.com</a>	
	Phone No:	954.732.5674	
	Fax No.:		
<b>FEID No:</b>	<b>EDEN Vendor No:</b>	<b>Local Vendor:</b>	NO

<b>Insurance Required:</b>	Yes	No
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Contract Year	Start Date	End Date	Amount not to Exceed	Option Year Exercised	Insurance Expiration
Initial Term	10/1/2013	9/30/2014	No payment due		
Payment 1	10/1/2014	9/30/2015	\$110,136.25		
Payment 2	10/1/2015	9/30/2016	\$110,136.25		
Payment 3	10/1/2016	9/30/2017	\$110,136.25		
Payment 4	10/1/2017	9/30/2018	\$110,136.25		
Payment 5	10/31/18	FINAL PMT DUE	\$110,136.25		

51-12-13 PB



Quote

**Cagni Park Phase 2  
North Miami, FL  
Date: August 6, 2013  
To: Jeff Geimer  
Pricing per Clay County Contract RFP# 08/09-3**

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



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Musco Finance, LLC  
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 Phone: 800-825-6020  
 Fax: 641-673-6360

## Lease Purchase Proposal

Customer Name: City of North Miami	Date: August 6, 2013
City, State North Miami, FL	Sales Rep: Jason Frucht
Project Name: Cagni Park Phase 2	Project # 140914

	Option 1	Option 2	Option 3
Estimated Project Cost	\$490,000.00	\$490,000.00	\$490,000.00
Down-payment (Due with Order)	\$.00	\$.00	\$.00
Total Amount Financed	\$490,000.00	\$490,000.00	\$490,000.00
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Interest Rate (Annual)	3.95%	4.45%	4.95%
Payments per Year	1	1	1
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- At the end of the term, clear title passes with the completion of payments.
- \$500.00 documentation fee due at lease signing.
- Proposal assumes first payment is due one year from contract date.

**The interest rate quoted is based on current market rates and will be adjusted when the lease closes. The lease must qualify for "Federal Income Tax Exempt" status for the Lessor as defined by Section 265(b)(3)(B) of the Internal Revenue Code of 1986\*.**

This proposal is subject to acceptance of documentation and credit approval. The finance agreement is to be executed within 14 days of the execution of the equipment purchase contract.

Required information may include three years audited financial statements, current year's budget, and most current quarter interim profit and loss statement. Additional information may be requested.

\*Lessee must certify that it reasonably anticipates that it and all of its subordinate entities will not issue more than \$10,000,000 of "qualified tax-exempt obligations during the calendar year in which the Lease is executed. The interest rate may vary if this is not the case.