Project: Five Mile Dam Park Soccer Lighting San Marcos, TX Musco Project No. 123307 Date: May 29, 2024 Expiration date: July 31, 2024

BuyBoard

Master Project: 218434, **Contract Number:** 677-22, **Expiration:** 09/30/2024 **Commodity:** Parks and Sports Field Lighting Products and Installation Services

All purchase orders should note the following: BuyBoard Purchase - Contract Number: 677-22

Quotation Price - Materials Delivered to Job Site and Installation

(5) Soccer Fields each 330' x 210' & (1) U8 Soccer Field

\$829,950.00

Quote is confidential. Sales tax is not included. Pricing and lead times are effective for 60 days only. Prices are subject to change if the order is not released within 60 days from the date of the purchase.

Light-Structure System™ with Total Light Control – TLC for LED™ technology

Guaranteed Lighting Performance

Guaranteed light levels of 30 footcandles and uniformity of 2.5:1 on the soccer fields.

System Description

- (82) Factory aimed and assembled LED luminaries for the sports fields
- (6) LED luminaries for security and parking lot area
- (16) Pre-cast concrete bases with integrated lightning grounding
- (16) Galvanized steel poles
- Pole length factory assembled wire harnesses
- Factory wired and tested remote electrical component enclosures
- UL listed assemblies

Control Systems and Services

• Control-Link® control and monitoring system to provide remote on/off and dimming (high/medium/low) control and performance monitoring with 24/7 customer support.

Operation and Warranty Services

 Product assurance and warranty program that covers materials and onsite labor, eliminating 100% of your maintenance costs for 25 years.

Musco Scope

• Provide design and layout for lighting system.

Installation Services Provided

See attached scope of work.



Responsibilities of Buyer

- Confirm pole or luminaire locations, supply voltage and phase required for lighting system prior to production
- Provide electrical design and materials for electrical distribution system, if required.
- Provide labor and equipment for installation of electrical distribution system, if required.
- Buyer is responsible for getting electrical power to the site, coordination with the utility, and any power company fees.

Payment Terms

Final payment terms are subject to approval by Musco credit department. Final payment shall not be withheld by Buyer on account of delays beyond the control of Musco.

Email or fax a copy of the Purchase Order to Musco Sports Lighting, LLC:

Musco Sports Lighting, LLC Attn: Musco Contracts Fax: 800-734-6402

Email: musco.contracts@musco.com

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Delivery Timing

8 - 12 weeks for delivery of materials to the job site from the time of order, submittal approval, and confirmation of order details including voltage, phase, and pole/luminaire locations. If your project is time sensitive, please discuss with your local field sales representative.

Notes

Quote is based on following conditions:

- Shipment of entire project together to one location.
- Voltage and phase system requirements to be confirmed.
- Structural code and wind speed = 2015 IBC, 115 mi/h, Risk Category II, Exposure C and Importance Factor 1.0.
- Due to the built-in custom light control per luminaire, pole or luminaire locations need to be confirmed prior to production. Changes to pole or luminaire locations after the product is sent to production could result in additional charges.
- Electrical drawings not included.

Thank you for considering Musco for your lighting needs. Please contact me with any questions or if you need additional details.

Brant Troutman
Field Sales Representative
Musco Sports Lighting, LLC
100 1st Avenue West – PO Box 808
Oskaloosa, IA 52577, USA

Phone: 512-914-9500

E-mail: brant.troutman@musco.com



Five Mile Dam Park Soccer Phase 2 San Marcos, TX Turnkey Scope of Work

Customer Responsibilities:

- 1. Complete access to the site for construction utilizing standard 2-wheel drive rubber tire equipment.
- 2. Locate existing underground utilities not covered by your local utilities. (i.e. water lines, electrical lines, irrigation systems, and sprinkler heads). Musco or Subcontractor will not be responsible for repairs to unmarked utilities.
- 3. Locate and mark field reference points per Musco supplied layout. (i.e. home plate, center of FB field)
- 4. Pay for extra costs associated with foundation excavation in non-standard soils (rock, caliche, high water table, collapsing holes, etc.) or soils not defined in geo-technical report. Standard soils are defined as soils that can be excavated using standard earth auguring equipment.
- 5. Pay any power company fees and requirements.
- 6. Pay all permitting fees and obtain the required electrical permitting.
- 7. Provide area on site for disposal of spoils from foundation excavation.
- 8. Provide area on site for dumpsters.
- 9. Provide sealed Electrical Plans. (If required)

Musco Responsibilities:

- 1. Provide required foundations, poles, electrical enclosures, luminaires, wire harnesses, and control cabinets.
- 2. Provide layout of pole locations and aiming diagram.
- 3. Provide Contract Management as required.
- 4. Provide stamped foundation designs based on soil parameters as outlined in the geotechnical report or soils that meet or exceed those of a Class 5 material as defined by 2018 IBC Table 1806.2.
- 5. Assist our installing subcontractor and ensure our responsibilities are satisfied.

Subcontractor Responsibilities

General:

- 1. Obtain any required permitting.
- 2. Contact 811 for locating underground public utilities and then confirm they have been clearly marked.
- 3. Contact the facility owner/manager to confirm the existing private underground utilities and irrigation systems have been located and are clearly marked to avoid damage from construction equipment. Notify owner and repair damage to marked utilities. Notify owner and Musco regarding damage which occurred to unmarked utilities.
- 4. Provide labor, equipment, and materials to off load equipment at jobsite per scheduled delivery.
- 5. Provide storage containers for material, (including electrical components enclosures), as needed.
- 6. Provide necessary waste disposal and daily cleanup.
- 7. Provide adequate security to protect Musco delivered products from theft, vandalism or damage during the installation.
- 8. Keep all heavy equipment off playing fields when possible. Repair damage to grounds which exceeds that which would be expected. Indentations caused by heavy equipment traveling over dry ground would be an example of expected damage. Ruts and sod damage caused by equipment traveling over wet grounds would be an example of damage requiring repair.
- 9. Provide startup and aiming as required to provide complete and operating sports lighting system.
- 10. Installation to commence upon delivery and proceed without interruption until complete. Notify Musco immediately of any breaks in schedule or delays.



Foundations, Poles, and Luminaires:

- 1. Mark and confirm pole locations per the aiming diagram provided. If there are any issues, immediately notify your Musco Project Manager.
- 2. Provide labor, materials, and equipment to install (16) LSS foundations as specified on Layout and per the stamped foundation drawings, if applicable.
- 3. Remove spoils to owner designated location at jobsite.
- 4. Provide labor, materials, and equipment to assemble Musco TLC-LED luminaires, electrical component enclosures, poles, and pole harnesses.
- 5. Provide labor, equipment, and materials to erect (16) dressed LSS Poles and aim utilizing the pole alignment beam.

Electrical:

- 1. Provide labor, materials, and equipment to reuse existing electrical service panels as required.
- 2. Provide labor, materials, and equipment to reuse existing electrical wiring as permitted.
- 3. Provide as-built drawings on completion of installation, (if required).

Control System:

- 1. Provide labor, equipment, and materials to install (2) two 24" x 72" Musco control and monitoring cabinets and terminate all necessary wiring.
- 2. Provide a dedicated 120 V 20 A controls circuit or a step-down transformer for 120 V control circuit if not available.
- 3. Check all zones to make sure they work in both auto and manual mode.
- Commission Control-Link® by contacting Control-Link Central™ at 877-347-3319.



CODE OF CONDUCT

In order to maintain a high-quality jobsite and installation, Subcontractor represents to Musco that it has the supervision necessary to, and shall train, manage, supervise, monitor, and inspect the activities of its employees for the purpose of enforcing compliance with these safety requirements. Subcontractor acknowledges that Musco does not undertake any duty toward Subcontractor's employees to train, manage, supervise, monitor, and inspect their work activities for the purpose of enforcing compliance with these safety requirements, but Subcontractor agrees to abide by any reasonable recommendations made by Musco or Musco representatives with respect to safety.

Subcontractor agrees that it is or will be familiar with and shall abide by the safety rules and regulations of Musco and the Owner, including, but not limited to the Occupational Safety and Health Act of 1970 (OSHA), all rules and regulations established pursuant thereto, and all amendments and supplements thereto.

Subcontractor further agrees to require all its employees, subcontractors, and suppliers to comply with these requirements. Subcontractor shall also observe and comply with all laws with respect to environmental protection applicable to the Project.

Subcontractor shall require all its subcontractors, employees, visitors, suppliers, and agents under its direction to comply with the following:

1. GENERAL JOBSITE SAFETY AND CLEANLINESS.

- a. Subcontractor's employees and agents shall be required to wear appropriate personal protective equipment including, but not limited to, safety glasses with side shields, work shoes, fall protection devices, and hard hats
- b. Where a walking or working surface has an unprotected side or edge which is six feet or more above a lower level, Subcontractor shall use guardrail systems, safety net systems, or personal fall arrest systems.
- c. Jobsite shall be kept free of debris including, but not limited to, cardboard and packing materials which can become windborne.
- d. Construction equipment shall be parked during non-use in an orderly fashion so as not to create inconvenience to others using the jobsite.
- e. Subcontractor shall provide for and ensure the use of safety equipment for the Project in accordance with Musco's and Owner's safety requirements, to the extent these may be stricter than federal, state, or local standards, or generally recognized industry applicable standards.
- f. Subcontractor shall provide the Musco project manager with an "Emergency List" showing Subcontractor's designated medical doctor, hospital, insurance company, and any other health service providers, such list to be updated within 24 hours of any change in the information provided.
- g. Within eight (8) hours from the time of an accident (or such shorter period as laws may require), Subcontractor shall advise Musco of any accident resulting in injury to any person or damage to any equipment or facility. Upon request, Subcontractor shall promptly furnish Musco with a written report of any such accident as well as a copy of all insurance and worker's compensation claims involving the Project.
- h. Subcontractor shall maintain and inspect all construction equipment, including cranes and other lifting equipment, prior to each use. Subcontractor warrants that all equipment operators shall be qualified for each piece of construction equipment they intend to operate. Documentation of specific training is the responsibility of the Subcontractor.
- i. Jobsite shall be policed daily for compliance to the above conditions.
- j. Subcontractor's employees and agents are prohibited from using drugs and alcohol on the Project property or being under the influence of alcohol or drugs while performing work on the Project. Anyone observed participating in or observed under the influence will be removed from the Project immediately and



prohibited from returning, with no exceptions.

2. CONFORMANCE TO STANDARD MUSCO INSTALLATION GUIDELINES.

- a. Review and understand installation instructions are provided with every product installation.
- b. Education of installation personnel to allow for highest efficiency and lowest possibility of failure.
- c. Verify that components have been assembled per Musco installation instructions.
- d. Verify plumb of concrete foundations prior to standing of poles.

3. PROVIDING A QUALITY INSTALLATION TEAM.

- a. Subcontractor's work directly reflects the quality of the installation and may indirectly relate to the quality of the product upon which Musco's reputation is built.
- b. Provide and maintain quality installation equipment. Records of maintenance and/or calibration shall be provided upon request.
- c. Personnel shall be knowledgeable in operation of equipment as well as installation of Musco product.
- d. All personnel provided by Subcontractor shall understand the relationship developed by and between Subcontractor and Musco, also by and between Musco and the customer, and act accordingly.

