

**MASTER SERVICES AGREEMENT FOR SEMINOLE COUNTY SPORTS LIGHTING  
(RFP-5815-24/RTB)**

**THIS AGREEMENT** is dated as of the \_\_\_\_ day of \_\_\_\_\_ 202\_\_\_\_, by and between Musco Lighting duly authorized to conduct business in the State of Florida, whose address is 100 1st Ave West, Oskaloosa, IA 52577, in this Agreement referred to as “CONTRACTOR”, and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1<sup>st</sup> Street, Sanford, Florida 32771, in this Agreement referred to as “COUNTY”.

**WITNESSETH:**

**WHEREAS**, COUNTY desires to retain the services of a competent and qualified contractor to provide Parks and Recreation Department Sports Field Lighting for Seminole County; and

**WHEREAS**, COUNTY has requested and received expressions of interest for the retention of services of contractors; and

**WHEREAS**, CONTRACTOR is competent and qualified to provide services to COUNTY, and desires to provide services according to the terms and conditions stated in this Agreement,

**NOW, THEREFORE**, in consideration of the mutual understandings and covenants set forth in this Agreement, COUNTY and CONTRACTOR agree as follows:

**Section 1. Services.** COUNTY hereby retains CONTRACTOR to provide services as further described in the Scope of Services attached as Exhibit A and made a part of this Agreement. CONTRACTOR is also bound by all requirements as contained in the solicitation package, all

addenda to this package, and CONTRACTOR's submission in response to this solicitation. Required services will be specifically enumerated, described, and depicted in the Work Orders authorizing purchase of specific services. This Agreement standing alone does not authorize the purchase of services or require COUNTY to place any orders for work.

**Section 2. Term.** This Agreement takes effect on the date of its execution by COUNTY and continues for a period of three (3) years. At the sole option of COUNTY, this Agreement may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement will have no effect upon Work Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered by both parties under such Work Orders will remain in effect until delivery and acceptance of the materials authorized by the respective Work Order. The first three (3) months of the initial term are considered probationary. During the probationary period, COUNTY may immediately terminate this Agreement at any time, with or without cause, upon written notice to CONTRACTOR.

**Section 3. Authorization for Services.** Authorization for provision of services by CONTRACTOR under this Agreement must be in the form of written Work Orders issued and executed by COUNTY. A sample Work Order is attached as Exhibit B. Each Work Order will describe the services required, state the dates for delivery of services, and establish the amount and method of payment. The Work Orders must be issued under and incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available Work Orders or that CONTRACTOR will perform any Work Order for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

**Section 4. Time for Completion.** The services to be provided by CONTRACTOR will be delivered, as specified in such Work Orders as may be issued under this Agreement, within the time specified in the Work Order.

**Section 5. Compensation.** COUNTY shall compensate CONTRACTOR for the services provided for under this Agreement at the rates as outlined in Exhibit C and Exhibit D. When a Work Order is issued on a Fixed Fee basis, then the applicable Work Order Fixed Fee amount will include any and all reimbursable expenses and will be based on the unit pricing attached to this Agreement, or as reduced in the quoting process leading to specific Work Orders.

**Section 6. Payment and Billing.**

(a) CONTRACTOR shall supply all services required by the Work Order, but in no event will CONTRACTOR be paid more than the negotiated Fixed Fee amount stated within each Work Order.

(b) For Work Orders issued on a Fixed Fee basis, CONTRACTOR may invoice the amount due based on the percentage of total Work Order services actually provided, but in no event may the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(c) COUNTY shall make payments to CONTRACTOR when requested as services are provided, but not more than once monthly. Each Work Order will be invoiced separately. At the close of each calendar month, CONTRACTOR shall render to COUNTY an itemized invoice, properly dated, describing any services provided, the cost of the services provided, the name and address of CONTRACTOR, Work Order Number, Contract Number, and any other information required by this Agreement.

(d) Submittal instructions for invoices are as follows:

- (1) The original invoice must be emailed to:

[AP@SeminoleClerk.org](mailto:AP@SeminoleClerk.org)

- (2) The original invoice may also be mailed or delivered to:

Director of County Comptroller's Office  
Seminole County Board of County Commissioners  
P.O. Box 8080  
Sanford, FL 32772-8080

- (3) A copy of the invoice must be sent to:

Seminole County Parks and Recreation Department  
100 E. First Street  
Sanford, FL 32771

(e) Upon review and approval of CONTRACTOR's invoice, COUNTY shall pay CONTRACTOR the approved amount in accordance with the terms as set forth in Chapter 218, Part VII, Florida Statutes.

**Section 7. General Terms of Payment and Billing.**

(a) Upon satisfactory delivery of services required under this Agreement and upon acceptance of the services by COUNTY, CONTRACTOR may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement less any amount already paid by COUNTY.

(b) COUNTY may perform or have performed an audit of the records of CONTRACTOR at any time during the term of this Agreement and after final payment to support final payment under this Agreement. Audits may be performed at a time mutually agreeable to CONTRACTOR and COUNTY. Total compensation to CONTRACTOR may be determined subsequent to an audit as provided for in this Section and the total compensation so determined will be used to calculate final payment to CONTRACTOR. Performance of this audit will not delay final payment as provided by subsection (a) of this Section.

(c) CONTRACTOR shall maintain all books, documents, papers, accounting records, and other evidence pertaining to services provided under this Agreement in such a manner as will readily conform to the terms of this Agreement. CONTRACTOR shall make such materials available at CONTRACTOR's office at all reasonable times during the term of this Agreement and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (b) of this Section.

(d) In the event any audit or inspection conducted after final payment but within the period provided in paragraph (c) of this Section reveals any overpayment by COUNTY under the terms of the Agreement, CONTRACTOR shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

**Section 8. No Waiver by Forbearance.** COUNTY's review of, approval and acceptance of, or payment for the materials or services required under this Agreement does not operate as a waiver of any rights under this Agreement, or of any cause of action arising out of the performance of this Agreement. CONTRACTOR is and will always remain liable to COUNTY in accordance with applicable law for any and all damages to COUNTY caused by CONTRACTOR's negligent or wrongful provision of any of the materials or services provided under this Agreement.

**Section 9. Termination.**

(a) COUNTY may, by written notice to CONTRACTOR, terminate this Agreement or any Work Order issued under this Agreement, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of CONTRACTOR to fulfill its obligations under this Agreement. Upon receipt of such notice, CONTRACTOR shall immediately discontinue all services affected, unless the notice directs otherwise, and deliver to COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other

information and materials of whatever type or nature as may have been accumulated by CONTRACTOR in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONTRACTOR will be paid compensation for services performed to the date of termination.

(c) If the termination is due to the failure of CONTRACTOR to fulfill its obligations under this Agreement, COUNTY may take over the work and carry it to completion by other agreements or otherwise. In such case, CONTRACTOR will be liable to COUNTY for all reasonable additional costs associated with CONTRACTOR's failure to fulfill its obligations under this Agreement.

(d) CONTRACTOR will not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONTRACTOR, but CONTRACTOR will be responsible and liable for the actions by its subcontractors, agents, employees, persons, and entities of a similar type or nature. Matters beyond the fault or negligence of CONTRACTOR include acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without any fault or negligence of CONTRACTOR.

(e) If after notice of termination for CONTRACTOR's failure to fulfill its obligations under this Agreement it is determined that CONTRACTOR had not so failed, the termination will be conclusively deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price will be made as provided in subsection (b) of this Section.

(f) The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

**Section 10. Conflict with Contract Documents.** Wherever the terms of this Agreement conflict with any Work Order issued pursuant to it or any other contract documents, including proposals submitted by CONTRACTOR, this Agreement will prevail. For the avoidance of doubt, proposals and any other documents submitted by CONTRACTOR are not incorporated into this Agreement, unless expressly stated otherwise.

**Section 11. Equal Opportunity Employment.** CONTRACTOR shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin. CONTRACTOR shall take steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability, or national origin. This provision includes, but is not limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.

**Section 12. No Contingent Fees.** CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY will have the right to terminate the Agreement at its sole discretion without liability and

to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

**Section 13. Conflict of Interest.**

(a) CONTRACTOR shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or violate or cause others to violate the provisions of Chapter 112, Part III, Florida Statutes, relating to ethics in government.

(b) CONTRACTOR hereby certifies that no officer, agent, or employee of COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%), either directly or indirectly, in the business of CONTRACTOR to be conducted under this Agreement and that no such person will have any such interest at any time during the term of this Agreement.

**Section 14. Assignment.** Neither this Agreement nor any interest in it may be assigned, transferred, or otherwise encumbered under any circumstances by either party without prior written consent of the other party and in such cases only by a document of equal dignity with this Agreement.

**Section 15. Subcontractors.** CONTRACTOR shall first secure the prior written approval of COUNTY before engaging or contracting for the services of any subcontractors under this Agreement. CONTRACTOR will remain fully responsible to COUNTY for the services of any subcontractors under this Agreement.

**Section 16. Indemnification of COUNTY.** To the fullest extent permitted by law, CONTRACTOR shall hold harmless, release, and indemnify COUNTY, its commissioners, officers, employees, and agents from any and all claims, losses, damages, costs, attorney fees, and lawsuits for damages arising from, allegedly arising from, or related to CONTRACTOR's

provision of materials or services under this Agreement caused by CONTRACTOR's act or omission in the performance of this Agreement.

**Section 17. Insurance.**

(a) General. CONTRACTOR shall procure and maintain insurance required under this Section at CONTRACTOR's own cost.

(1) CONTRACTOR shall provide COUNTY with a Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto). **The Certificate must have the Agreement number for this Agreement clearly marked on its face.** COUNTY, its officials, officers, and employees must be named additional insureds under the Commercial General Liability, Umbrella Liability and Business Auto policies. If the policy provides for a blanket additional insured coverage, CONTRACTOR shall provide a copy of the section of the policy along with the Certificate of Insurance. If the coverage does not exist, the policy must be endorsed to include the named additional insureds as described in this subsection. The Certificate of Insurance must provide that COUNTY will be provided, by policy endorsement, not less than thirty (30) days written notice prior to the cancellation or non-renewal, or by a method acceptable to COUNTY. Until such time as the insurance is no longer required to be maintained by CONTRACTOR, CONTRACTOR shall provide COUNTY with a renewal or replacement Certificate of Insurance before expiration or replacement of the insurance for which a previous Certificate of Insurance has been provided.

(2) In addition to providing the Certificate of Insurance on a current ACORD Form, upon request as required by COUNTY, CONTRACTOR shall provide COUNTY with a

certified copy of each of the policies of insurance providing the coverage required by this Section within thirty (30) days after receipt of the request. Certified copies of policies may only be provided by the insurer, not the agent or broker.

(3) Neither approval by COUNTY nor failure to disapprove the insurance provided by CONTRACTOR will relieve CONTRACTOR of its full responsibility for performance of any obligation, including its indemnification of COUNTY, under this Agreement.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies must be authorized to conduct business in the State of Florida and prove such authorization by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Florida Office of Insurance Regulation. Alternatively, policies required by this Agreement for Workers' Compensation/Employer's Liability, may be those authorized as a group self-insurer by Section 624.4621, Florida Statutes.

(2) In addition, such companies must have and maintain, at a minimum, a Best's Rating of "A-" and a minimum Financial Size Category of "VII" according to A.M. Best Company.

(3) If, during the period that an insurance company is providing the insurance coverage required by this Agreement, an insurance company (i) loses its Certificate of Authority, or (ii) fails to maintain the requisite Best's Rating and Financial Size Category, the CONTRACTOR shall immediately notify COUNTY as soon as CONTRACTOR has knowledge of any such circumstance and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONTRACTOR has replaced the unacceptable insurer with an

insurer acceptable to COUNTY, CONTRACTOR will be deemed to be in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of CONTRACTOR, CONTRACTOR shall procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection, at CONTRACTOR's sole expense. Except as otherwise specified in this Agreement, the insurance will become effective upon execution of this Agreement by CONTRACTOR and must be maintained in force until the expiration of this Agreement's term or the expiration of all Orders issued under this Agreement, whichever comes last. Failure by CONTRACTOR to maintain this required insurance coverage within the stated period will constitute a material breach of this Agreement, for which COUNTY may immediately terminate this Agreement. The amounts and types of insurance must conform to the following minimum requirements:

(1) Workers' Compensation/Employer's Liability.

(A) CONTRACTOR's insurance must cover it for liability that would be covered by the latest edition of the standard Workers' Compensation policy as filed for use in Florida by the National Council on Compensation Insurance without restrictive endorsements. CONTRACTOR is also responsible for procuring proper proof of coverage from its subcontractors of every tier for liability that is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both CONTRACTOR and its subcontractors are outlined in subsection (C) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage must be included for the United States Longshoremen and Harbor Worker's Compensation Act, Federal Employee's Liability Act, and any other applicable Federal or State law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation policy, there will be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Worker's Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation policy is required to be the following:

\$1,000,000.00	(Each Accident)
\$1,000,000.00	(Disease-Policy Limit)
\$1,000,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) CONTRACTOR's insurance must cover it for those sources of liability that would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds.

(B) CONTRACTOR shall maintain these minimum insurance limits:

General Aggregate	<del>4.222.222</del> 2
Personal & Advertising	\$1,000,000.00
Injury Limit	
Each Occurrence Limit	\$1,000,000.00
Products and Completed Operations	\$2,000,000.00

(3) Professional Liability Insurance. CONTRACTOR shall carry Professional Liability Insurance with limits of not less than One Million and No/100 Dollars (\$1,000,000.00).

(4) Business Auto Policy.

(A) CONTRACTOR's insurance must cover CONTRACTOR for those sources of liability which would be covered by Section II of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must include owned, non-owned, and hired autos or any auto used by CONTRACTOR. In the event CONTRACTOR does not own automobiles, CONTRACTOR shall maintain coverage for hired and non-owned auto liability for autos used by CONTRACTOR, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. If the contract involves operations governed by Sections 29 or 30 of the Motor Carrier Act of 1980, endorsement MCS-90 is required.

(B) The minimum limits to be maintained by CONTRACTOR must be per-accident combined single limit for bodily injury liability and property damage liability.

(C) The minimum amount of coverage under the Business Auto Policy is required to be the following:

Combined Single Limit	\$1,000,000.00
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(d) Coverage. The insurance provided by CONTRACTOR pursuant to this Agreement must apply on a primary and non-contributory basis, and any other insurance or self-insurance maintained by COUNTY or COUNTY's officials, officers, or employees must be in excess of and not contributing to the insurance provided by or on behalf of CONTRACTOR.

(e) Occurrence Basis. The Workers' Compensation policy, the Commercial General Liability, and the Umbrella policy required by this Agreement must be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy may be on an occurrence basis or claims-made basis. In the event that the Professional Liability insurance

required by this Agreement is written on a claims-made basis, CONTRACTOR warrants that any retroactive date under the policy will precede the effective date of this Agreement and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Agreement is completed.

(f) Obligations. Compliance with the foregoing insurance requirements will not relieve CONTRACTOR, its employees, or its agents of liability from any obligation under this Section or any other Section of this Agreement.

**Section 18. Dispute Resolution.**

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties shall exhaust COUNTY administrative dispute resolution procedures prior to filing a lawsuit or otherwise pursuing legal remedies. COUNTY administrative dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. COUNTY administrative dispute resolution procedures for contract claims related to this Agreement, other than for proper invoice and payment disputes, are set forth in Section 3.5541, "Contract Claims," Seminole County Administrative Code.

(b) In any lawsuit or legal proceeding arising under this Agreement, CONTRACTOR hereby waives any claim or defense based on facts or evidentiary materials that were not presented for consideration in COUNTY administrative dispute resolution procedures set forth in subsection (a) above of which CONTRACTOR had knowledge and failed to present during COUNTY administrative dispute resolution procedures.

(c) In the event that COUNTY administrative dispute resolution procedures are exhausted and a lawsuit or legal proceeding is filed, the parties shall exercise best efforts to resolve

disputes through voluntary mediation and to select a mutually acceptable mediator. The parties participating in the voluntary mediation shall share the costs of mediation equally.

**Section 19. Representatives of COUNTY and CONTRACTOR.**

(a) It is recognized that questions in the day to day conduct of performance pursuant to this Agreement may arise. Upon request by CONTRACTOR, COUNTY shall designate and advise CONTRACTOR in writing of one or more of its employees to whom to address all communications pertaining to the day to day conduct of this Agreement. The designated representative will have the authority to transmit instructions, receive information, and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) At all times during the normal work week, CONTRACTOR shall designate or appoint one or more representatives who are authorized to act on behalf of CONTRACTOR and bind CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement, and who will keep COUNTY continually and effectively advised of such designation.

**Section 20. All Prior Agreements Superseded.** This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained in this Agreement and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms of this Agreement may be predicated upon any prior representations or agreements, whether oral or written.

**Section 21. Modifications, Amendments, or Alterations.** No modification, amendment, or alteration in the terms or conditions contained in this Agreement will be effective unless

contained in a written amendment executed with the same formality and of equal dignity with this Agreement.

**Section 22. Independent Contractor.** Nothing in this Agreement is intended or may be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting CONTRACTOR (including its officers, employees, and agents) as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. CONTRACTOR is and will remain forever an independent contractor with respect to all services performed under this Agreement.

**Section 23. Employee Status.** Persons employed by CONTRACTOR in the performance of services and functions pursuant to this Agreement have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees, either by operation of law or by COUNTY.

**Section 24. Services Not Provided For.** No claim for services provided by CONTRACTOR not specifically provided for in this Agreement will be honored by COUNTY.

**Section 25. Public Records Law.**

(a) CONTRACTOR acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and this statute controls over the terms of this Agreement. Upon COUNTY's request, CONTRACTOR shall provide COUNTY with all requested public records in CONTRACTOR's possession, or shall allow COUNTY to inspect or

copy the requested records within a reasonable time and at a cost that does not exceed costs as provided under Chapter 119, Florida Statutes.

(b) CONTRACTOR specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records and shall perform the following:

(1) CONTRACTOR shall keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement.

(2) CONTRACTOR shall provide COUNTY with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(3) CONTRACTOR shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law.

(c) Upon termination of this Agreement, CONTRACTOR shall transfer, at no cost to COUNTY, all public records in possession of CONTRACTOR, or keep and maintain public records required by COUNTY under this Agreement. If CONTRACTOR transfers all public records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains the public records upon completion of this Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

(d) Failure to comply with this Section will be deemed a material breach of this Agreement for which COUNTY may terminate this Agreement immediately upon written notice to CONTRACTOR. CONTRACTOR may also be subject to statutory penalties as set forth in Section 119.10, Florida Statutes.

**(e) IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE SEMINOLE COUNTY PURCHASING AND CONTRACTS MANAGER, AT 407-665-7116, PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.**

**Section 26. Governing Law, Jurisdiction, and Venue.** The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be in the courts of Seminole County, Florida.

**Section 27. Compliance with Laws and Regulations.** In providing all services pursuant to this Agreement, CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and subsequently adopted. Any violation of these statutes, ordinances, rules, or regulations will constitute a material breach of this Agreement and will entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONTRACTOR.

**Section 28. Patents and Royalties.** Unless otherwise provided, CONTRACTOR is solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of this Agreement. CONTRACTOR, without exception, shall indemnify and save harmless COUNTY and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by CONTRACTOR. In the event of any claim against COUNTY of copyright or patent infringement, COUNTY shall promptly provide written notification to CONTRACTOR. If such a claim is made, CONTRACTOR shall use its best efforts to promptly purchase for COUNTY the legitimate version of any infringing products or services or procure a license from the patent or copyright holder at no cost to COUNTY that will allow continued use of the service or product. If none of these alternatives are reasonably available, COUNTY shall return the article on request to CONTRACTOR and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

**Section 29. Notices.** Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice will remain such until it has been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice:

**For COUNTY:**

Seminole County Parks and Recreation Department  
100 E. First Street  
Sanford, FL 32771

**With a copy to:**

Seminole County Purchasing & Contracts Division  
1301 E. Second Street  
Sanford, FL 32771

**For CONTRACTOR:**

Musco Lighting  
100 1st Ave West  
Oskaloosa, IA 52577

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**Section 30. Rights At Law Retained.** The rights and remedies of COUNTY provided for under this Agreement are in addition and supplemental to any other rights and remedies provided by law.

**Section 31. Headings and Captions.** All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret or construe any provision of this Agreement.

**Section 32. E-Verify System Registration.**

(a) CONTRACTOR must register with and use the E-Verify system to verify the work authorization status of all new employees prior to entering into this Agreement with COUNTY. If COUNTY provides written approval to CONTRACTOR for engaging with or contracting for the services of any subcontractors under this Agreement, CONTRACTOR must require certification from the subcontractor that at the time of certification, the subcontractor does not employ, contract, or subcontract with an unauthorized alien. CONTRACTOR must maintain a copy of the foregoing certification from the subcontractor for the duration of the agreement with the subcontractor.

(b) If COUNTY has a good faith belief that CONTRACTOR has knowingly violated this Section, COUNTY shall terminate this Agreement. If COUNTY terminates this Agreement with CONTRACTOR, CONTRACTOR may not be awarded a public contract for at least one (1) year after the date on which this Agreement is terminated. If COUNTY has a good faith belief

that a subcontractor knowingly violated this Section, but CONTRACTOR otherwise complied with this Section, COUNTY must promptly notify CONTRACTOR and order CONTRACTOR to immediately terminate its agreement with the subcontractor.

(c) CONTRACTOR shall execute and return the Affidavit of E-Verify Requirements Compliance, attached to this Agreement as Exhibit E, to COUNTY.

**IN WITNESS WHEREOF**, the parties have made and executed this Agreement for the purposes stated above.

ATTEST: \_\_\_\_\_

\_\_\_\_\_  
, Secretary

By: \_\_\_\_\_  
Jim Hansel, General Council

(CORPORATE SEAL)

Date: \_\_\_\_\_

SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

For the use and reliance of  
Seminole County only.

Approved as to form and  
legal sufficiency.

By: \_\_\_\_\_  
STEPHEN KOONTZ,  
Purchasing & Contracts Division Manager

Date: \_\_\_\_\_

As authorized for execution by the Board of  
County Commissioners at its \_\_\_\_\_,  
202\_\_\_\_, regular meeting.

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

GLK/dbd  
3/26/24

Attachments:

- Exhibit A - Scope of Services
- Exhibit B - Sample Work Order
- Exhibit C - Single One-Time Price Proposal
- Exhibit D - Lease Price Proposal
- Exhibit E - Affidavit of E-Verify Requirements Compliance
- Exhibit F - Insurance Requirements

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## **Parks and Recreation Department Sports Field Lighting Scope of Work**

### **I. Introduction**

The Seminole County Parks and Recreation Department referred to as “Department”, seeks to obtain a turn-key Light-Emitting Diode (LED) Sport Lighting system for sports fields and courts managed by the Department. This project will include all engineering, labor, materials, and long-term maintenance associated with re-lamping existing poles with LED fixtures, rewiring new transformers as needed, controls for each new lighting system, and repowering existing feeds as needed.

### **II. Background**

The Seminole County Parks and Recreation Department manages a very busy and growing park system that serves the community as well as visitors through our diverse programs, leagues, and tournaments. The Department is tasked with the construction, operation, and maintenance of sports fields and courts with outdoor lighting. Many of the systems' sports lighting are at the end of life and need to be replaced to ensure the safety of participants and spectators. This RFP is specifically for the 6 selected parks that have sports lighting in need of replacement.

### **III. Scope of Services Overview**

The purpose of these specifications is to define the lighting system performance and design standards for Seminole County lighting projects using an LED Lighting source. The manufacturer/contractor shall supply lighting equipment to meet or exceed the standards outlined in these specifications. The sports lighting will be for existing fields in various parks throughout the county. Various field types and sizes will be upgraded. Work covered by this section of the specifications shall conform to state and local codes. All lighting designs shall comply with specifications outlined in the scope of work minimums.

#### **A. The general scope and objectives of this sports lighting project are:**

1. **Guaranteed Light Levels:** The selection of appropriate light levels impacts the safety of the players and the enjoyment of spectators. Light levels are therefore guaranteed to not drop below foot-candles specified in Section V.(b) for a period of 25 years. The light level guarantee must be provided by the lighting Manufacturer, not a third-party company representing the manufacturer. This will be verified by the County with the Vendor by light reading measurements at each field.
2. **Assessment of existing infrastructure:** Evaluate poles, light racks and power systems servicing each of the fields to ensure they meet or exceed the requirements of this project.
3. Each field shall have multiple light levels for maintenance and play. Each circuit may be individually switched or dimmed. Each pole shall have the ability to be individually adjusted by County staff for maintenance, safety, and security purposes.
4. Reducing maintenance cost and field downtime due to maintenance.
5. Adding remote control capability to reduce County labor costs to operate lights.
6. Energy savings with high-efficiency LED luminaires.
7. Energy savings with the ability for reduced levels of lighting for maintenance and egress.
8. **Environmental Light Control:** It is the primary goal of this project to minimize spill light to adjoining properties and glare to the players, spectators and neighbors.
9. **Control and Monitoring:** The system shall be capable of on/off/dim and individual pole control to reduce energy consumption; to a minimum of 3 pre-set scenes (High, Medium, Low); remote health monitoring to detect and monitor outages; and either Wi-Fi, cellular or LAN connectivity for web access to cloud performance database. Lighting system monitoring is required to utilize a 24-hour manned technical operator service. Manual override controls shall be provided at each field. Fields should be proactively monitored to detect luminaire outages over a 25-year life cycle. **All communication and monitoring costs for a 15-year period shall be included in proposal price.**
10. **Surge Protection:** The vendor shall provide surge protection for each line to the ground as recommended by IEEE C62.41.2\_2002.
11. **Warranty: All costs shall be included for the duration of the 15-year parts and labor warranty.**

#### **B. Successful proposer to perform final light tests with light meter in the presence of the Owner and make**

any adjustments necessary to meet specifications.

C. Safety: All system components shall be UL listed for the appropriate application.

D. The following facilities included in this scope of work include:

Park Location	Field/Court	Number of Light Poles
Greenwood Lake Park	Tennis Courts 1-3	4
Greenwood Lake Park	Roller Hockey	4
Red Bug Lake Park	Soccer Field A	3
Red Bug Lake Park	Soccer Field B	4
Red Bug Lake Park	Soccer Field C	2
Red Bug Lake Park	Softball Field 1	6
Red Bug Lake Park	Softball Field 2	6
Red Bug Lake Park	Softball Field 3	6
Red Bug Lake Park	Tennis Courts 1-3	4
Red Bug Lake Park	Tennis Courts 4-5	4
Red Bug Lake Park	Tennis Courts 6-8	4
Red Bug Lake Park	Tennis Courts 9-11	4
Red Bug Lake Park	Tennis Courts 12-13	4
Red Bug Lake Park	Tennis Courts 14-16	4
Red Bug Lake Park	Tennis Court Ball Machine	1
Red Bug Lake Park	Basketball Courts 1-2/Hitting Wall	4
Red Bug Lake Park	Basketball Courts 3-4	2
Red Bug Lake Park	Racquetball Courts 1-8	0
Red Bug Lake Park	Sand Volleyball	2
Sanlando Park	Basketball Court 1-2	4
Sanlando Park	Tennis Court 1-3	4
Sanlando Park	Tennis Court 4-Ball Machine	4
Sanlando Park	Tennis Court 6-7	4
Sanlando Park	Tennis Court 8-10	4
Sanlando Park	Tennis Court 11-13	4
Sanlando Park	Tennis Court 14-16	4
Sanlando Park	Tennis Court 17-19	4
Sanlando Park	Tennis Court 20-22	4
Sanlando Park	Tennis Court 23-25	4
Sanlando Park	Racquetball Courts 1-8	0
Seminole County Softball Complex	Softball Field 1	6
Seminole County Softball Complex	Softball Field 2	6
Seminole County Softball Complex	Softball Field 3	6
Seminole County Softball Complex	Softball Field 4	6
Seminole County Softball Complex	Softball Field 5	6
Sylvan Lake Park	Field C	4
Sylvan Lake Park	Field D	4
Sylvan Lake Park	Tennis Courts 1-3	4
Sylvan Lake Park	Tennis Courts 4-6	4
Sylvan Lake Park	Tennis Courts 7-9	4
Sylvan Lake Park	Racquetball Courts 1-4	0
Winwood Park	Basketball Court 1-2	2
	Grand Total:	160

**IV. Lighting System Illumination Requirements**

- a. Lighting level calculations shall be run using a 0.95 LLF (light loss factor).
- b. Glare and spill light to be controlled by glare-free lenses designed to provide direct light on the field without stray lighting outside the specific NEMA fixture design beam spread. As these fields are designed for aerial sports, fixtures must be designed to provide illumination above the height of the poles as necessary.

**V. Lighting Performance Requirement**

- a. Illumination Levels and Design Factors: Playing surfaces shall be lit to an average target illumination level and uniformity as specified in the chart below. Lighting calculations shall be developed, and field measurements taken on the grid spacing with the minimum number of grid points specified below. Appropriate light loss factors shall be applied and submitted for the basis of design. The average illumination level shall be measured in accordance with the current IESNA Guide for Photometric Measurements of Area and Sports Lighting Installations standards. Illumination levels shall not to drop below desired target values in accordance with IES RP-6-20, Maintained Average Illuminance and shall be guaranteed for the full 15-year warranty period.
- b. The chart below is the required illumination level:

Park Location	Field/Court	Illumination Levels
Greenwood Lakes Park	Tennis Courts (1-3)	30 footcandles
Greenwood Lakes Park	Roller Hockey Rink	30 footcandles
Red Bug Lake Park	Soccer Fields (A-B)	30 footcandles
Red Bug Lake Park	Soccer Field (“C”)	25 footcandles
Red Bug Lake Park	Softball Fields (1-3)	30 footcandles infield, 20 footcandles outfield
Red Bug Lake Park	Tennis Courts (1-16, Ball Machine)	30 footcandles
Red Bug Lake Park	Basketball Courts (1-4), Hitting Wall	20 footcandles
Red Bug Lake Park	Racquetball Courts (1-5)	30 footcandles
Red Bug Lake Park	Sand Volleyball Courts (1-2)	20 footcandles
Sanlando Park	Basketball Courts (1-2)	20 footcandles
Sanlando Park	Tennis Courts (1-25), Ball Machine Court	50 footcandles
Sanlando Park	Racquetball Courts (1-8)	30 footcandles
Seminole County Softball Complex	Softball Fields (1-5)	50-footcandles infield, 30 footcandles outfield
Sylvan Lake Park	Soccer Fields (C-D)	30 footcandles
Sylvan Lake Park	Tennis Courts (1-9)	30 footcandles
Sylvan Lake Park	Racquetball Courts (1-4)	30 footcandles
Winwood Park	Basketball Courts (1-2)	20 footcandles

- c. The maximum-to-minimum uniformity ratio for all lighting on the primary playing area shall meet criteria outlined by the Illumination Engineering Society of North America, IES RP-6-20.
- d. The Coefficient of Variance for the primary playing area shall meet criteria outlined by the Illumination Engineer Society of North America, IES RP-6-20.
- e. The Uniformity Gradient of the primary playing area shall meet criteria outlined by the Illumination Engineer Society of North America, IES RP-6-20.
- f. All lighting design to be based on actual pole locations and mounting heights at each site. Field verification shall be included by the Vendor as necessary.

**VI. Quality Assurance**

- a. Qualifications: Proposers who do not currently possess the necessary qualifications, trained and experienced personnel, financial capacity, and meet the other requirements herein described, will be

disqualified.

- b. Any proposer who proposes products that do not meet specifications will be rejected. If proposer desires to propose alternate products, they must be submitted (per submittal section of bid specifications) for approval a minimum of 10 days prior to proposal due date. Acceptable alternates will be approved by written supplement a minimum of 5 days prior to the proposal due date.
- c. Proposers shall submit 5 references utilizing their proposed LED technology with project of comparable complexity. Provide current Owner/Park Director contact information.

## VII. **Regulatory Requirements**

- a. All materials furnished under this Contract shall be new, free from defects of any kind, of the quality and design hereinafter specified, and shall conform to the standards of Underwriter's Laboratories Inc., except for equipment which U.L. does not list or provide label service.

## VIII. **Warranty**

- a. Light System Warranty:
  - i. Minimum 15-Year Warranty:
    1. Each Vendor shall supply a signed warranty covering the entire system for 15 years from the date of shipment.
    2. Warranty shall guarantee specified light levels.
    3. Vendor shall maintain financial reserves to assure fulfillment of the warranty for the full term.
    4. Warranty does not cover weather conditions events such as lightning or hail damage, vandalism, unauthorized repairs or alterations.
    5. A 24-hour response time, technician physically at the respective field, shall be provided by the Vendor for repair of the warranty issue.
    6. Warranty also guarantees light levels, aiming and energy consumption.
    7. Energy consumption shall not increase as the system ages.
- b. Vendor's Warranty:
  - i. Lighting Vendor must maintain financial reserves to assure fulfillment of the warranty for the full term. Warranty includes the entire lighting system to include but not be limited to lighting fixtures, controls, devices, mounting brackets/crossarms, fuses, etc. Warranty may exclude storm damage, vandalism, abuse and unauthorized repairs or alterations.
- c. Vendor's Maintenance:
  - i. Vendor shall monitor the performance of the lighting system, including on/off status, hours of usage and luminaire outage for 25 years from the date of equipment shipment. Parts and labor shall be covered such that individual luminaire outages will be repaired when the usage of any field is materially impacted. Vendor will have the ability to notify end user when a fuse is blown. Vendor is responsible for providing all necessary fuses to end user for the entire 15-year warranty.

## IX. **Vendor Units**

- a. LED Luminaire Product Requirements:
  - i. LED Luminaire must be the following construction:
    1. If remote drivers are required, driver cabinets shall be mounted approximately 15' above grade for ease in servicing by the County. Disconnects, fusing and surge protection shall be located in the remote driver cabinets.
    2. Luminaire must be UL Certified for wet locations at an operating temperature range rating between -40-degrees C and +65-degrees C.
    3. Luminaire shall be Total Internal Reflection (TIR) based.
    4. Environmental Light Controls
      - VIII> Light Control luminaires: All luminaires shall utilize spill light and glare control devices including, but not limited to, internal shields, louvers and external shields, directional shielding, total internal reflection (TIR), or other technical means to reduce spill and glare.
      - IX> For aerial sports, adequate levels of vertical illuminance above the playing field equal to at least by not greater than 8% of the total lumens being generated shall be provided.

- X> Acceptable maximum allowable footcandle or limits for illumination from the field edge shall be 0.5 footcandles or less. On-site lighting fixtures not used for field/court lighting shall be full cutoff.
  - XI> To minimize impact on adjacent properties, spill light and candela values must not exceed the following:
    - i. NEMA 3 at 15 degrees vertical is 0 candela. NEMA 4 at 15 degrees vertical is 20 candela. NEMA 5 at 19.5 degrees vertical is 10,752 candela.
- b. Control System is preferred to be wired as the primary controls medium. A secondary backup wireless control system may be provided as an additional feature to the system. System shall have the ability to be programmed to have systematic reduction of lighting at the end of the illumination timeframe to allow patrons to exit the field to the parking areas. In addition, a single on/off warning sequence shall be possible via programming 3 minutes prior to turning off the field lighting.
- i. Wired:
    1. Instant On/Off Capabilities: The system shall provide for instant on/off of luminaires.
    2. Lighting contactor cabinet(s) constructed of NEMA Type 4 aluminum, designed for easy installation with contactors, labeled to match field diagrams and electrical design. Manual override off-on-auto selector switches shall be provided. The system must be able to incorporate and control via contactors any building and surrounding area lighting being fed from the main control panel location.
    3. Remote Monitoring System: The System shall monitor lighting performance and notify the manufacturer if an individual luminaire outage is detected so that appropriate maintenance can be scheduled. The controller shall determine switch position (manual or auto) and contactor status (open or closed).
    4. Management Tools: The Manufacturer shall provide a web-based database and dashboard tool of actual field usage and provide reports by facility and user group. The dashboard shall also show the current status of luminaire outages, control operation, and service. Mobile applications will be provided suitable for IOS or Android.
    5. Hours of Usage: The manufacturer shall provide a means of tracking actual hours of usage for the field lighting system that is readily accessible to the owner. The cumulative hours shall be tracked and reported to show the total hours used by the facility monthly.
    6. Communication Costs: Manufacturer shall include communication costs for operating the controls and monitoring system for a period of 15 years.
  - ii. Wireless:
    1. Wireless control system shall provide local control and monitoring of the LED fixtures via a secure, self-forming, self-healing mesh network.
    2. Wireless control system shall be utilized to switch lights on/off, as well as dimming the system to specified levels with the Wireless Control Hub.
    3. Wireless control system shall have the capability to link to external devices such as smartphones and tablets, as well as desktop and laptop systems via Bluetooth, Wi-Fi, LAN, or cellular connection.
    4. System shall be FCC/IC certified.
    5. System shall be capable of storing power data, behaviors, alarms, and critical events locally for maintenance and troubleshooting.
- c. Communication Costs: Vendor shall include communication costs for operating the controls and monitoring system for a period of 15 years. Local data use by the County is excluded from this requirement.
- d. Sports Lighting System Construction
- i. Manufacturing Requirements: All new components shall be designed and

manufactured as a system. All luminaires, cross arms, wire harnesses, drivers, and other enclosures shall be factory assembled, aimed, wired, and tested.

- ii. Durability: All exposed components shall be constructed of corrosion-resistant material and/or coated to help prevent corrosion. All exposed carbon steel shall be hot dip galvanized per ASTM A123. All exposed aluminum shall be powder coated with high-performance polyester or anodized. All exterior reflective inserts shall be anodized, coated, and protected from direct environmental exposure to prevent reflective degradation or corrosion. All exposed hardware and fasteners shall be stainless steel of 18-8 grade or better, passivated and coated with aluminum-based thermosetting epoxy resin for protection against corrosion and stress corrosion cracking. Structural fasteners may be carbon steel and galvanized meeting ASTM A153 and ISO/EN 1461 (for hot dipped galvanizing), or ASTM B695 (for mechanical galvanizing). All wiring shall be enclosed within the cross-arms, pole, or electrical components enclosure.
- iii. System Description: The lighting system shall consist of the following:
  - 1. Manufacturer will supply all drivers and supporting electrical equipment. Remote drivers and supporting electrical equipment, if designed separately from the lighting fixture, shall be mounted approximately 10 feet above grade in aluminum enclosures. The enclosures shall be touch-safe and include drivers and fusing with indicator lights on fuses to notify when a fuse is to be replaced for each luminaire. Disconnect per circuit for each pole structure will be located in the enclosure.
  - 2. Wire harness complete with an abrasion protection sleeve, strain relief, and plug-in connections for fast, trouble-free installation.
  - 3. All luminaires, visors, and cross-arm assemblies shall withstand 150 mph winds based on the current Florida Building Code/Effective Projected Area (EPA).
  - 4. Controls must provide remote on-off control and monitoring of the lighting system. Controls to have surge protection meeting a minimum of 50 kA. The manufacturer must have the ability to notify the end user when a 50kA protection device needs to be replaced. The manufacturer will replace the surge protection device when this is required.
  - 5. Enhanced corrosion protection package: Due to the potentially corrosive environment for this project, manufacturers must provide documentation that their products meet the following enhanced requirements in addition to the standard durability protection specified above.

e. Crossarms

- i. All crossarms shall be factory pre-wired and assembled. The sports lighting pole system shall consist of concrete-encased galvanized steel poles with a factory-pre-wired crossarm assembly. No field connections, plugs or Brad-Harrison type connectors are allowed. Strain relief devices(s) must be factory installed in pre-wired crossarm assembly to ensure no weight or tension is placed on electrical connections. Existing power wiring within the pole up to the assembly may be reused at the Vendor's risk.
- ii. All components shall be designed and manufactured as a system. All luminaires, cross arms, wire harnesses, drivers and other enclosures shall be factory assembled, aimed, wired and tested. All factory pre-wiring must be done in a manner that requires no electrical connections inside the pole or crossarm assembly to be made in the field. Sports lighting Vendor must provide warranty as outlined in these specifications.
- iii. Exposed carbon steel horizontal surfaces on the crossarm assembly shall be galvanized to no less than a five (5) mil average thickness. Thickness must be verified using the thickness checking tester PosiTector 6000 made by DeFelsko. Assembly and miscellaneous connecting hardware shall be galvanized in accordance with ASTM A153.
- iv. Exposed die cast aluminum components shall be Type II anodized per MIL-STD-

- 8625 and coated with high performance polyester.
- v. Exposed extruded aluminum components shall be Type II anodized per MIL-STD-8625 and coated with high performance polyester.
  - vi. Wind-Speed Design Criteria:
    - 1. Wind Loads: Wind loads shall be based on current Florida Building Code. Wind loads to be calculated using ASCE 7-10, an ultimate design wind speed of 150 mph and exposure category.

## X. Field Quality Control

- a. Site Tests:
  - i. Testing for acceptance shall be by the sports lighting Vendor.
  - ii. Test methods, instruments, and test intervals shall meet the approval of the County representative prior to testing.
  - iii. Testing Equipment: Testing equipment for measurement of footcandle levels shall be performed using a Konica Minolta T-10 Illuminance Meter, Gossen Mavolux, or owner approved equivalent. Vendor must show proof of calibration prior to testing as required by the Vendor within the past 6 months. Accuracy shall be +/- 4% or less of recording. Measuring functions shall be in footcandles.
  - iv. Readings shall be recorded for each point by a factory representative of the lighting Vendor prior to construction (for recording of existing light readings) and post construction.
  - v. Horizontal illuminance readings shall be taken in accordance with "IES Standard for Photometric Measurement of Area and Sports Lighting Installations".
  - vi. Measurements shall be taken at 36-inches above grade, with meter held horizontally. Dark clothing shall be worn by individuals performing test.
  - vii. The Vendor shall coordinate with the County installation Contractor(s) to obtain voltage and current readings at each pole base during the time of the test for the purpose of ascertaining the approximate fixture operating condition. Voltage at the pole base shall be confirmed to be within +/- 5% of rated driver voltage.
  - viii. The Vendor shall provide stakes or other identifiable markings at all test points on the field at the time of the test.
  - ix. The measured values shall meet the calculated values indicated on the computer derived lighting plan of the initial illuminance levels.
- b. Field Light Level Accountability:
  - i. Light levels are guaranteed not to fall below the target maintained light levels for the entire warranty period of 25 Years. Vendor will be responsible for covering costs of labor and materials to ensure specifications are met.
  - ii. Vendor shall conduct light level testing every 5 years after initial light level test to confirm light levels are maintained.
  - iii. The Vendor shall be responsible for an additional inspection of 10% of the fields included in project at owner's selection one year from the date of commissioning of the lighting system and will utilize the owner's light meter in the presence of the owner.
  - iv. The Vendor will be held responsible for all changes needed to bring these fields back to compliance for light levels and uniformities. Vendor will be held responsible for any damage to the fields during these repairs.
- c. Failure to meet criteria shall require that the fixtures be re-aimed and re-tested and added to until satisfactory results are obtained at no cost to the owner. Vendor shall be responsible for covering all the following: costs (labor, materials, rigging, lifts, installation, shipping, training, programming, certification/lighting readings and associated reports, re-aiming, etc.) to ensure all the project specifications are met without additional costs to the County.
- d. Adjusting
  - i. Apparent "hot spots" or "dark spots" shall be eliminated by further fixture adjustment as

required.

- ii. Correcting Non-Conformance: If, in the opinion of the County or its appointed representative, the actual performance levels including footcandles and uniformity ratios are not in conformance with the requirements of the performance specifications and submitted information, the Vendor shall be required to make adjustments to meet specifications and satisfy County at no additional cost to the County.

## XI. ***Installation***

- a. Upon selection of vendor the vendor and its installation team shall provide the following:
  - i. Shall provide all necessary equipment and tools to complete installation.
  - ii. Shall provide necessary supplies to ensure that surrounding areas around light poles are damaged with equipment. This includes marking all utilities, plywood or any other precautionary materials to ensure turf, sidewalks and utilities are not damaged. In the event damage occurs this will be the sole responsibility of the vendor.
  - iii. Vendor shall work with County representatives to identify a work schedule around programs, leagues and events to provide minimal disruptions.
  - iv. County has the right to work with vendor to modify and change timelines and order of installation based on facility needs and programming. All coordination will be managed by designated County staff.

## XII. ***Required Information for Submittal***

1. General: Vendor shall provide a proposed project plan based on evaluation of park sites. General plan shall include a proposed timeline for the entire project as well as a proposed timeline for each park site as well.
2. Additionally, the vendor shall provide:
  - a. Lighting supplier
  - b. Lighting controls monitoring & associated materials lists (Bill of Materials)
  - c. Illumination & grid summaries & drawings
  - d. EPA reports
  - e. Warranty information
  - f. Installation instructions
3. Submittals must also include a description of the control system being proposed.
4. Product Data/ Shop Drawings: The submittal package shall include product data on the following:
  - a. Controls cut sheets and specific floor and site plans.
  - b. Schematic/riser and noting additional wiring and conduit, if required, to implement proposed control schemes.
  - c. Luminaires.
  - d. The manufacturer shall submit a computer derived lighting plan showing the point-by- point horizontal maintained illuminance (footcandle) levels for the specific Seminole County Parks identified in this proposal. Refer to scope for additional requirements. Photometric Calculations (Horizontal and Vertical) for each Field/Court, based on actual pole locations, mounting heights, etc. illuminance levels based on IES RP-6-20 recommendations, using footcandle units. Also provide the following in tabular format:
    - i. The maximum to minimum ratio of the primary playing area.
    - ii. The Coefficient of Variance of the primary playing area.
    - iii. The greatest Uniformity Gradient in the primary playing area.
    - iv. The mounting height to the lowest row of the luminaires.
    - v. The number of luminaires used at each pole or location.
    - vi. The lumens used in the calculations.
    - vii. The kilowatt consumption of the lighting system.
  - e. Candela Report from an independent testing lab for each fixture type.
  - f. Surge protective device cut sheets, if required by the lighting manufacturer.
  - g. Enclosures, etc. as required for a complete system.

- h. Vendor to provide complete installation plans.
- i. Lighting Aiming Point Plan: The Vendor shall submit an Aiming Plan indicating the horizontal degree setting and the vertical degree setting of each fixture, on each of the pole assemblies. At the end of the installation and light tests, the Vendor shall confirm in writing that light levels, uniformities, and installation meet all requirements.
  - i. A drawing or cut sheet of the luminaire assembly and its interface mounting/connection with the existing poles.
  - ii. Effective projectile area (EPA) Calculations: The Vendor shall provide EPA calculations for each pole of the existing athletic lighting fixture assembly (fixtures, brackets, supports, etc.) as well as the proposed lighting fixture assembly to document an equal or net reduction. Should the EPA calculation of the assembly result in an increase, a complete structural analysis of the pole, foundation, and proposed lighting assembly shall be provided so verification of compliance with the current FBC wind loading requirements can be made. If the wind load calculations indicate the existing pole is insufficient to meet the FBC code requirements, the pole shall be replaced with one that complies with and provided by the Vendor.
- j. Provide Energy Usage Report. (Exhibit A)
- k. All pricing must be fully itemized including electrical components. (Exhibit B and Exhibit C).
  - i. The County requests vendors to provide purchase pricing options. Options should include options of a single one-time purchase and lease options including all terms.
- l. Exceptions to the Specification (Exhibit D)

### Exhibit A - Energy Usage

Park Location	Field/Court	Fixtures	KW per Fixture*	KW Total
Greenwood Lake Park	Tennis Court 1-3			
	Roller Hockey			
Red Bug Lake Park	Soccer Field A			
	Soccer Field B			
	Soccer Field C			
	Softball Field 1			
	Softball Field 2			
	Softball Field 3			
	Tennis Courts 1-3			
	Tennis Courts 4-5			
	Tennis Courts 6-8			
	Tennis Courts 9-11			
	Tennis Courts 12-13			
	Tennis Courts 14-16			
	Tennis Court Ball Machine			
	Basketball Courts 1-2/Hitting Wall			
	Basketball Courts 3-4			
	Racquetball Courts 1-8			
	Sand Volleyball			
Racquetball Courts 1-4				
Sanlando Park	Basketball Court 1-2			
	Tennis Court 1-3			
	Tennis Court 4-Ball Machine			
	Tennis Court 6-7			
	Tennis Court 8-10			
	Tennis Court 11-13			
	Tennis Court 14-16			
	Tennis Court 17-19			
	Tennis Court 20-22			
	Tennis Court 23-25			
Racquetball Courts 1-8				
Seminole County Softball Complex	Softball Field 1			
	Softball Field 2			
	Softball Field 3			
	Softball Field 4			
	Softball Field 5			
Sylvan Lake Park	Field C			
	Field D			
	Tennis Courts 1-3			
	Tennis Courts 4-6			
	Tennis Courts 7-9			
Racquetball Courts 1-4				
Winwood Park	Basketball Court 1-2			

\*Proposer to furnish documentation to allow for verification by County of kw usage per fixture

Proposer Company:

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Signed by:

\_\_\_\_\_

Print Name & Title:

\_\_\_\_\_

## EXHIBIT D

### EXCEPTIONS TO THE SPECIFICATIONS OR TO THE FORM OF CONTRACT

If the product or services proposed in the response to this RFP is in any way different from that specified, the Proposer is responsible to clearly identify all such differences in the space below. Otherwise, it will be assumed that the Proposer's offer is in total compliance with all aspects of the RFP, specifications, and contract. **The County is under NO obligation to accept any proposed exceptions.**



CONSULTING MSA WORK ORDER# \_\_\_\_\_  
Seminole County, Florida  
Board of County Commissioners

Master Agreement No. \_\_\_\_\_ Dated: \_\_\_\_\_

Master Agreement Title: \_\_\_\_\_

Project Title: \_\_\_\_\_

Consultant: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

ATTACHMENTS TO THIS WORK ORDER:

EXHIBIT A – Proposal/Scope of Services

EXHIBIT C – Supplemental Conditions

EXHIBIT B – Fee Schedule

EXHIBIT D \_\_\_\_\_

Attachments to this Work Order, as indicated above, are incorporated by reference as if they had been set out in their entirety. Consultant shall complete the Work in accordance with this Work Order, the Attachments, and the Master Agreement, as amended (if applicable). In the event of a conflict between this Work Order, its Attachments, and the Master Agreement, the Master Agreement will govern.

TIME FOR COMPLETION: The Consultant shall commence with the Work, in accordance with this Work Order, as provided herein, upon receipt of an executed copy of this Work Order, and shall complete all Work within (\_\_) **calendar days** of the Effective Date shown below. Consultant's failure to complete the Work in accordance with this Work Order is grounds for Termination of this Work Order and the Master Agreement for Cause.

The County shall compensate the Consultant (a fixed fee of / an amount not-to-exceed) \$ \_\_\_\_\_ for satisfactory completion of the Work. Payment(s) must be made to the Consultant, in accordance with the Contract Documents.

IN WITNESS WHEREOF, the Consultant and County have executed this Work Order, for the purposes stated herein, on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, which is the Effective Date of this Work Order. An executed copy of this Work Order serves as Notice to Proceed for the Consultant to begin work. Upon execution by both parties, this Work Order will be incorporated under the Master Agreement. (THIS SECTION TO BE COMPLETED BY THE COUNTY)

**SEMINOLE COUNTY:**

**CONSULTANT:**

By: \_\_\_\_\_  
Signature – County Representative

By: \_\_\_\_\_  
Signature – Consultant Representative

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_  
(Authorized by Section 3.554, Seminole County Admin Code)

Title: \_\_\_\_\_

As authorized for execution by the Board of County Commissioners on \_\_\_\_\_, 20\_\_\_\_, if applicable.

Witness: \_\_\_\_\_  
Signature

Witness: \_\_\_\_\_  
Signature

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

OC #: \_\_\_\_\_ OM #: \_\_\_\_\_



**P. EXHIBIT C - PRICE PROPOSAL**



### Exhibit B – Single One-Time Price Proposal

Park Location	Field/Court	Pricing
Greenwood Lake Park	Tennis Court 1-3	\$72,000
	Roller Hockey	\$72,000
Red Bug Lake Park	Soccer Field A	\$101,000
	Soccer Field B	\$96,000
	Soccer Field C	\$64,000
	Softball Field 1	\$148,000
	Softball Field 2	\$143,000
	Softball Field 3	\$149,000
	Tennis Courts 1-3	\$62,000
	Tennis Courts 4-5	\$54,000
	Tennis Courts 6-8	\$62,000
	Tennis Courts 9-11	\$62,000
	Tennis Courts 12-13	\$54,000
	Tennis Courts 14-16	\$62,000
	Tennis Court Ball Machine	\$25,000
	Basketball Courts 1-2/Hitting Wall	\$53,000
	Basketball Courts 3-4	\$38,000
	Racquetball Courts 1-8	\$48,700
	Sand Volleyball	\$42,000
	Racquetball Courts 1-4	\$26,000
	Sanlando Park	Basketball Court 1-2
Tennis Court 1-3		\$69,000
Tennis Court 4-Ball Machine		\$72,000
Tennis Court 6-7		\$64,000
Tennis Court 8-10		\$69,000
Tennis Court 11-13		\$69,000
Tennis Court 14-16		\$69,000
Tennis Court 17-19		\$69,000
Tennis Court 20-22		\$69,000
Tennis Court 23-25		\$69,000
Racquetball Courts 1-8		\$48,700
Seminole County Softball Complex	Softball Field 1	\$181,000
	Softball Field 2	\$185,000
	Softball Field 3	\$175,000
	Softball Field 4	\$188,000
	Softball Field 5	\$185,000
Sylvan Lake Park	Field C	\$122,000
	Field D	\$117,000
	Tennis Courts 1-3	\$64,000
	Tennis Courts 4-6	\$64,000
	Tennis Courts 7-9	\$64,000
	Racquetball Courts 1-4	\$26,000
Kewanee Park	Basketball Court 1-2	\$78,000

**Grand Total: \$3,605,400**

Proposer Company: Musco Sports Lighting, LLC

Signed By: *Bob DeCouto* May 20, 2024

Print Name & Title: Bob DeCouto - Sales Executive



## Q. EXHIBIT C - LEASING



**Exhibit C - Lease Price Proposal**

Park Location	Field/Court	Payments*	Term (yrs)
Sanlando Park	Basketball Courts 1-2/Hitting Wall	\$180,420	4
	Tennis Courts 1-3	\$149,356	5
	Tennis Court 4 Ball Machine	\$114,081	7
	Tennis Court 6-7	\$88,025	10
	Tennis Court 8-10	\$62,901	15
	Tennis Court 11-13		
	Tennis Court 14-16		
	Tennis Court 17-19		
	Tennis Court 20-22		
	Tennis Court 23-25		
	Raquetball Courts 1-8 (per Court)		

\* Annual Pricing (monthly is available upon request)

Quote is for the whole park

Park Location	Field/Court	Payments*	Term (yrs)
Seminole County Softball Complex	Softball Field 1	\$227,363	4
	Softball Field 2	\$188,216	5
	Softball Field 3	\$143,763	7
	Softball Field 4	\$110,928	10
	Softball Field 5	\$76,676	15

\* Annual Pricing (monthly is available upon request)

Quote is for the whole park

Park Location	Field/Court	Payments*	Term (yrs)
Sylvan Lake Park	Field C	\$117,358	4
	Field D	\$97,152	5
	Tennis Courts 1-3	\$74,206	7
	Tennis Courts 4-6	\$57,258	10
	Tennis Court 7-9		
	Raquetball Courts 1-4 (per Court)		

\* Annual Pricing (monthly is available upon request)

Quote is for the whole park

**Exhibit C - Lease Price Proposal**

Park Location	Field/Court	Payments*	Term (yrs)
Greenwood Lakes Park	Tennis Courts 1-3	\$41,287	4
	Roller Hockey	\$34,179	5
		\$26,106	7
		\$20,144	10

\* Annual Pricing (monthly is available upon request)

Quote is for the whole park

Park Location	Field/Court	Payments*	Term (yrs)
Red Bug Lake Park	Soccer A	\$315,311	4
	Soccer B	\$261,022	5
	Soccer C	\$199,373	7
	Softball Field 1	\$153,837	10
	Softball Field 2	\$105,614	15
	Softball Field 3		
	Tennis Courts 1-3		
	Tennis Courts 4-5		
	Tennis Courts 6-8		
	Tennis Courts 9-11		
	Tennis Courts 12-13		
	Tennis Courts 14-16		
	Tennis Court Ball Machine		
	Basketball Courts 1-2/Hitting Wall		
	Basketball Courts 3-4		
	Raquetball Courts 1-8 (per Court)		
	Sand Volleyball		
Raquetball Courts 1-4 (per Court)			

\* Annual Pricing (monthly is available upon request)

Quote is for the whole park

Park Location	Field/Court	Payments*	Term (yrs)
Kewanee	Basketball	\$22,058	4
		\$18,260	5
		\$13,947	7
		\$10,762	10

\* Annual Pricing (monthly is available upon request)

Quote is for the whole park

**Exhibit C - Lease Price Proposal**

Park Location	Down Payment	Monthly (15 yr)	Monthly (20 yr)
Greenwood Lakes Park	\$0	\$1,726	\$1,510

Park Location	Down Payment	Monthly (15 yr)	Monthly (20 yr)
Red Bug Lake	\$0	\$13,165	\$11,525

Park Location	Down Payment	Monthly (15 yr)	Monthly (20 yr)
Sanlando	\$0	\$7,530	\$6,587

Park Location	Down Payment	Monthly (15 yr)	Monthly (20 yr)
Sylvan Lake	\$0	\$4,895	\$4,283

Park Location	Down Payment	Monthly (15 yr)	Monthly (20 yr)
Seminole Softball	\$0	\$9,486	\$8,315

Park Location	Down Payment	Monthly (15 yr)	Monthly (20 yr)
Kewanee	\$0	\$921	\$806

Pricing for 15 & 20 year options are provided by Duke Power

### Exhibit C - Lease Price Proposal

Interest Rates	Years	Rate
	4	7.75%
	5	7.75%
	7	7.75%
	10	7.75%
	15	4.75%

Lease options for 4 year through 10 years provided by PNC

Lease options for 15 year option is through Capital One

Monthly Payemnt options for 15 & 20 year option is through Duke Power on separate sheet

Terms for rates 4-10 years below

- The first payment is due at the time of signing.
- Payments shown above exclude applicable sales or use tax.
- The above payments are based on approximate figures and subject to change.
- This proposal is subject to credit approval and final acceptance by PNC Equipment Finance.
- The payments above exclude lease-related documentation or processing fees.
- This quote shall expire sixty days from the date above.
- All Lease options offer a \$1.00 buyout

Agreement Name: \_\_\_\_\_

Agreement Number: \_\_\_\_\_

**AFFIDAVIT OF E-VERIFY REQUIREMENTS COMPLIANCE**

The CONSULTANT/CONTRACTOR agrees to comply with section 448.095, Florida Statutes, and to incorporate in all subcontracts the obligation to comply with section 448.095, Florida Statutes.

1. The CONSULTANT/CONTRACTOR shall utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the CONSULTANT during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.
2. That the CONSULTANT/CONTRACTOR understands and agrees that its failure to comply with the verification requirements of Section 448.095, Florida Statutes or its failure to ensure that all employees and subcontractors performing work under Agreement Number \_\_\_\_\_ are legally authorized to work in the United States and the State of Florida, constitutes a breach of this Agreement for which Seminole County may immediately terminate the Agreement without notice and without penalty. The CONSULTANT/CONTRACTOR further understands and agrees that in the event of such termination, the CONSULTANT/CONTRACTOR shall be liable to the county for any costs incurred by the County as a result of the CONSULTANT’S/CONTRACTOR’S breach. DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Consultant Name

By: \_\_\_\_\_

Print/Type Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me by means of  physical presence OR  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (Full Name of Affiant).

\_\_\_\_\_  
Print/Type Name

Notary Public in and for the County  
and State Aforementioned

My commission expires: \_\_\_\_\_

**EXHIBIT F**  
**PARKS AND RECREATION DEPARTMENT**  
**SPORTS FIELD LIGHTING**  
**RFP-5815-24**  
**INSURANCE REQUIREMENTS**

The following insurance requirements and limits of liability are required:

A. Workers' Compensation & Employers' Liability Insurance:

Workers' Compensation:	Statutory	
Employers' Liability:	\$ 1,000,000	Each Accident
	\$ 1,000,000	Disease Aggregate
	\$ 1,000,000	Disease Each Employee

B. Commercial General Liability Insurance:

	\$ 1,000,000	Per Occurrence
	\$ 1,000,000	Personal and Advertising Injury
	\$ 2,000,000	General Aggregate
	\$ 2,000,000	Products and Completed Operations

C. Business Automobile Liability Insurance:

	\$ 1,000,000	Combined Single Limit <u>(Any Auto or Owned, Hired, and Non-Owned Autos)</u>
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D. Professional Liability:

	\$ 1,000,000	Per Claim
	\$ 1,000,000	Aggregate

~~ End Insurance Requirements ~~