Resolution Number 390

A RESOLUTION AUTHORIZING THE CITY OF CHESTERFIELD TO PARTICIPATE IN THE INTERLOCAL PURCHASING SYSTEM COOPERATIVE PURCHASING PROGRAM.

WHEREAS, the City Council of the City of Chesterfield, Missouri, pursuant to the authority granted by the Missouri Revised Statutes, Chapter 70, specifically permits political subdivisions to contract and cooperate with any other governmental entity or with "any private person, firm association or corporation, for the planning, service, development, construction, acquisition or operation of any public improvements of facility, or for a common service; provided, that the subject and purposes of any such contract or cooperative action made and entered into by the political subdivision is within its scope of powers"; and

WHEREAS, the City of Chesterfield's purchasing manual encourages the use of cooperative procurement programs in order to relieve the burden of unnecessary paperwork, and provide the benefit of competitive, high volume pricing for commodities or services; and

WHEREAS, the City Council of the City of Chesterfield has authorized and directed the addition of athletic field lighting at the Chesterfield Valley Athletic Complex; and

WHEREAS, The Interlocal Purchasing System is available for use by public agencies in multiple states;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THIS CITY OF CHESTERFIELD, MISSOURI AS FOLLOWS:

The City Council hereby authorizes participation in the Interlocal Purchasing Program. The City Administrator is hereby authorized to execute all required documents, to accomplish participation in this program.

This resolution passed ordinance shall be in full force and effect from and after its passage and approval.

Passed and approved this 26th day of March, 2012.

Mayor Bruce Geiger

ATTEST: Judith A. Naggiar
City Clerk

INTERLOCAL AGREEMENT
Region VIII Education Service Center
Missouri Public Agency

_____	___ - _____
Public Agency **State of Missouri**	Agency Number (Assigned by TIPS)
Region VIII Education Service Center **State of Texas**	225 - 950 County-District Number

Region VIII Educational Service Center (ESC8) is located in Mt. Pleasant, TX in Titus County. The Purchasing Coop **(TIPS)** is one branch of ESC8 that currently helps school districts in the State of Texas and Arkansas receive the best possible pricing on products and services by bidding various products for school districts in both States. The Missouri Association of Rural Education (MARE) through legal counsel of Tom Mickes, has established a process for the school districts of Missouri to meet the required bid laws of the State of Missouri, while securing quality products at quality prices. This direct interlocal agreement between your governmental entity and Region VIII Educational Service Center provides the legal process for your public agency to participate in The Interlocal Purchasing System (TIPS).

Texas Education Code §8.002 permits regional education service centers, at the direction of the Commissioner of Education, to provide services to assist school districts in improving student performance and increasing the efficiency and effectiveness of school operations. Authority for local governments (as defined by TEX. GOV'T CODE §791.003) to contract for such services is granted under sections 791.001 to 791.029 of the Texas Government Code; V.T.C.A. as amended.

Missouri Revised Statutes, Chapter 70, governs the power of political subdivisions to cooperate or contract with governmental units. *See* §§ 70.210-70.320, R.S.Mo. 2000. Section 70.220 specifically permits political subdivisions to contract and cooperate with any other governmental entity or with "[a]ny private person, firm association or corporation, for the planning, development, construction, acquisition or operation of any public improvement or facility, or for a common service; provided, that the subject and purposes of any such contract or cooperative action made and entered into by the political subdivision is within its scope of powers." *Id.* Sections 70.250 and 70.260 provide authority for the participating entities to finance the joint undertaking. *Id.*[1]

Regarding school districts in particular, Chapter 177, which concerns school property and equipment, provides that school districts may enter into agreements with not-for-profit corporations[2] in order to allow "the acquisition, construction, improvement, extension, repair, remodeling, renovation and financing of sites, buildings, facilities, furnishings and equipment for the use of the educational institution for educational purposes." § 177.088 Moreover, such agreements must comply with statutory bidding requirements. *Id.*

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[1] Although §§ 70.210-70.325 constitute general authority for cooperation, there are numerous statues that authorize specific cooperative efforts. Section 537.620 provides that, notwithstanding any direct or implied prohibition in other statutes, any three or more political subdivisions may form a business entity for the purpose of providing liability insurance. Additionally, other Missouri statues establish government employee retirement systems.

[2] Such not-for-profit must be formed under the general not for profit corporation law of Missouri, Chapter 355, R.S.Mo.

This Interlocal Agreement (hereinafter the "Agreement") is effective _____ and shall be automatically renewed unless either party gives sixty (60) days prior written notice of non-renewal. This Agreement may be terminated without cause by either party upon (60) days prior written notice, or may also be determined for cause at anytime upon written notice stating the reason for and effective date of such terminations and after giving the affected party a thirty (30) day period to cure any breach.

Statement of Services to be Performed:
Region VIII Education Service Center, by this Agreement, agrees to provide cooperative purchasing services to the above-named public school or local government through a Program known as The Interlocal Purchasing System (TIPS) Program.

The purpose of the TIPS Program shall be to obtain substantial savings for participating public schools and local governments through volume purchasing.

Role of the Purchasing Cooperative:
1. Provide for the organizational and administrative structure of the program.
2. Provide staff time necessary for efficient operation of the program.
3. Receive quantity requests from entities and prepare appropriate tally of quantities.
4. Initiate and implement activities related to the bidding and vendors selection process.
5. Provide members with procedures for ordering, delivery, and billing.

Role of the Public Agency or Local Government:
1. Commit to participate in the program by an authorized signature in the appropriate space below.
2. Designate a contact person for the cooperative.
3. Commit to purchase products and services that become part of the official products and services list when it is in the best interest of the member entity.
4. Prepare purchase orders issued to the appropriate vendor from the official award list provided by the Purchasing Cooperative.
5. Accept shipments of products ordered from vendors in accordance with standard purchasing procedures.
6. Pay vendors in a timely manner for all goods and services received.

General Provisions:
The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations in connection with the programs contemplated under this Agreement. This Agreement is subject to all applicable present and future valid laws governing such programs.

This Agreement shall be governed by the law of the State of Texas and venue shall be in the county in which the administrative offices of ESC VIII are located, which is Titus County, Texas.

This Agreement contains the entire agreement of the Parties hereto with respect to the matters covered by its terms, and it may not be modified in any manner without the express written consent of the Parties.

If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect

The Parties to this Agreement expressly acknowledge and agree that all monies paid pursuant to this Agreement shall be paid from budgeted available funds for the current fiscal year of each such entity.

Before any party may resort to litigation, any claims, disputes or other matters in question between the Parties to this Agreement shall be submitted to nonbinding mediation.

No Party to this Agreement waives or relinquishes any immunity or defense on behalf of themselves, their directors, officers, employees, and agents as a result of its execution of this Agreement and performance of the functions and obligations described herein.

This Agreement may be negotiated and transmitted between the Parties by means of a facsimile machine and the terms and conditions agreed to are binding upon the Parties.

Authorization:

Region VIII Education Service Center and The Interlocal Purchasing System (TIPS) Program have entered into an Agreement to provide cooperative purchasing opportunities to public schools and governmental entities.

This Agreement was approved by the governing boards of the respective parties at meetings that were posted and held in accordance with the Texas Open Meetings Act, Texas Government Code ch. 551.

The individuals signing below are authorized to do so by the respective parties to this Agreement.

Public Agency or Local Government

By: _____
Authorized Signature

Title: _____

_____
Date

_____
Public Agency Purchasing Contact Person

_____
Street Address

_____
City, State Zip

_____
Purchasing Contact's Telephone Number

_____
Purchasing Contact's Fax Number

_____
Purchasing Contact's Email Address

_____
Public Agency Technology Contact Person

_____
Street Address

_____
City, State Zip

_____
Technology Contact's Telephone Number

_____
Technology Contact's FAX Number

_____
Technology Contact's Email Address

Region VIII Education Service Center

By: _____
Mr. Harvey B. Hohenberger, Jr.,

Title: Executive Director Region VIII ESC

_____
Date

Directions - Mail two (2) signed original *Interlocal Agreements* to:

The Interlocal Purchasing System (TIPS)
C/O Region VIII Education Service Center
Harvey Hohenberger Jr., Executive Director
P.O. Box 1894
Mt. Pleasant, Texas 75456

Upon execution, a signed original *Interlocal Agreement* will be returned to the Purchasing Contract listed. A TIPS Welcome Packet with instructions for ordering will also be mailed to the Purchasing Contact. If additional copies of the TIPS Vendor Directory are needed, or any other information is requested, please contact the **TIPS Office** at **866-839-8477**.

TIPS/TAPS Members in Missouri

NORTH ST. FRANCOIS COUNTY R-I SCHOOL DISTRICT Bonne Terre 10/23/2006 23 MO

SCHUYLER R-1 SCHOOL DISTRICT Queen City 09/26/2006 23 MO

MANSFIELD R-IV SCHOOL DISTRICT Mansfield 09/26/2006 23 MO

BONCL R-X SCHOOL Louisiana 10/02/2006 23 MO

RICH HILL R-IV SCHOOL DISTRICT Rich Hill 10/09/2006 23 MO

HARRISBURG R-VIII SCHOOL DISTRICT Harrisburg 10/09/2006 23 MO

NORTH HARRISON R-III SCHOOL DISTRICT Eagleville 10/09/2006 23 MO

LINN COUNTY R-I SCHOOL DISTRICT Purdin 10/09/2006 23 MO

MADISON C-3 SCHOOL DISTRICT Madison 10/09/2006 23 MO

BERNIE R-XIII SCHOOLS Bernie 10/09/2006 23 MO

HAYTI R-II SCHOOL DISTRICT Hayti 10/10/2006 23 MO

SWEET SPRINGS R-7 SCHOOL DISTRICT Sweet Springs 10/11/2006 23 MO

NORTHWESTERN R-1 SCHOOL DISTRICT Mendon 10/12/2006 23 MO

OTTERVILLE R-VI SCHOOL DISTRICT Otterville 10/12/2006 23 MO

CONCORDIA R-2 SCHOOL DISTRICT Concordia 10/12/2006 23 MO

MONITEAU R-V SCHOOL DISTRICT Latham 10/12/2006 23 MO

PEMISCOT COUNTY R-3 SCHOOL DISTRICT Caruthersville 10/12/2006 23 MO

PHELPS COUNTY R-3 SCHOOL DISTRICT Edgar Springs 10/12/2006 23 MO

KIRBYVILLE R-VI SCHOOL DISTRICT Kirbyville 10/12/2006 23 MO

MIAMI R-1 SCHOOL Amoret 10/16/2006 23 MO

STEWARTSVILLE C-2 SCHOOL Stewartsville 10/16/2006 23 MO

JOHNSON COUNTY R-VII SCHOOL DISTRICT Centerview 10/16/2006 23 MO

WELLSVILLE-MIDDLETOWN R-1 SCHOOL Wellsville 10/16/2006 23 MO

TIPS/TAPS Members in Missouri

OSAGE COUNTY R-II SCHOOL DISTRICT Linn 10/16/2006 23 MO

ARCHIE R-V SCHOOL DISTRICT Archie 10/16/2006 23 MO

ADAIR CO R-1 SCHOOL DISTRICT Novinger 10/17/2006 23 MO

AVENUE CITY R-IX SCHOOL DISTRICT Cosby 10/17/2006 23 MO

MAYSVILLE R-I SCHOOL DISTRICT Maysville 10/18/2006 23 MO

MONTROSE R-XIV SCHOOL DISTRICT Montrose 10/18/2006 23 MO

HURLEY R-I SCHOOL DISTRICT Hurley 10/18/2006 23 MO

GREEN CITY R-I SCHOOL DISTRICT Green City 10/18/2006 23 MO

CAMPBELL R-II SCHOOL DISTRICT Campbell 10/18/2006 23 MO

WESTVIEW C-6 SCHOOL DISTRICT Neosho 10/19/2006 23 MO

LAKELAND R-3 SCHOOL DISTRICT Deepwater 10/19/2006 23 MO

CHILHOWEE R-IV SCHOOL DISTRICT Chilhowee 10/19/2006 23 MO

VERONA R-VII SCHOOL DISTRICT Verona 10/20/2006 23 MO

SOUTH NODAWAY R-IV SCHOOLS Barnard 10/23/2006 23 MO

PARIS R-II SCHOOL DISTRICT Paris 10/24/2006 23 MO

SEDALIA SCHOOL DISTRICT #200 Sedalia 10/24/2006 23 MO

ADRIAN R-III SCHOOL DISTRICT Adrian 10/24/2006 23 MO

SOUTHERN REYNOLDS R-II ELLINGTON Ellington 10/30/2006 23 MO

BOLIVAR R-1 SCHOOL DISTRICT Bolivar 11/07/2006 23 MO

SCOTLAND COUNTY R-1 SCHOOL DISTRICT Memphis 11/08/2006 23 MO

MARSHFIELD R-1 SCHOOL DISTRICT Marshfield 11/09/2006 23 MO

NORTHWOOD R-IV SCHOOL DISTRICT Salem 11/09/2006 23 MO

STOCKTON R-1 SCHOOL DISTRICT Stockton 11/14/2006 23 MO

TIPS/TAPS Members in Missouri

BEVIER C-4 SCHOOL DISTRICT Bevier 11/15/2006 23 MO

ORAN R-3 SCHOOL DISTRICT Oran 11/15/2006 23 MO

WHEATON R-III SCHOOL DISTRICT Wheaton 11/16/2006 23 MO

FAIR GROVE R-10 SCHOOL DISTRICT Fair Grove 11/16/2006 23 MO

MARION C.EARLY R-5 SCHOOL DISTRICT Morrisville 11/16/2006 23 MO

OSCEOLA SCHOOL DISTRICT (MO) Osceola 11/16/2006 23 MO

STOUTLAND R-II SCHOOL DISTRICT Stoutland 11/17/2006 23 MO

MACKS CREEK R-V SCHOOL DISTRICT Macks Creek 11/20/2006 23 MO

CAINSVILLE R-1 SCHOOL Cainsville 11/25/2006 23 MO

MEADOW HEIGHTS R-II SCHOOL DISTRICT Patton 11/27/2006 23 MO

JASPER CO. R-V SCHOOL DISTRICT Jasper 12/06/2006 23 MO

NORBORNE R-VIII SCHOOL DISTRICT Norborne 12/11/2006 23 MO

COMMUNITY R-VI SCHOOL DISTRICT Laddonia 12/13/2006 23 MO

MIAMI R-1 SCHOOL (MIAMI) Miami 12/14/2006 23 MO

JOHNSON COUNTY AMBULANCE DISTRICT Warrensburg 12/14/2006 23d MO

STANBERRY R-II SCHOOL DISTRICT Stanberry 12/18/2006 23 MO

WINFIELD R-IV SCHOOL DISTRICT Winfield 12/20/2006 23 MO

BOWLING GREEN R-I SCHOOL DISTRICT Bowling Green 12/20/2006 23 MO

COOPER COUNTY R-IV SCHOOL DISTRICT Bunceton 12/21/2006 23 MO

ST. JOSEPH, THE SCHOOL DISTRICT OF St. Joseph 01/05/2007 23 MO

EL DORADO SPRINGS R-II El Dorado Springs 01/11/2007 23 MO

DELTA C-7 SCHOOL DISTRICT Deering 01/11/2007 23 MO

NORTH DAVIESS R-III SCHOOL DISTRICT Jameson 01/15/2007 23 MO

TIPS/TAPS Members in Missouri

LOUISIANA R-11 SCHOOL DISTRICT Louisiana 01/16/2007 23 MO

SENATH-HORNERSVILLE C-8 Senath 01/18/2007 23 MO

NORTH PLATTE R-I SCHOOL DISTRICT Dearborn 02/06/2007 23 MO

PLEASANT HOPE R-1 SCHOOL DISTRICT Pleasant Hope 02/08/2007 23 MO

PLATO R-V SCHOOL DISTRICT Plato 03/13/2007 23 MO

GREEN FOREST R-11 SCHOOL DISTRICT Salem 03/20/2007 23 MO

DALLAS COUNTY R-I SCHOOL DISTRICT Buffalo 03/22/2007 23 MO

BUTLER R-V SCHOOL DISTRICT Butler 04/10/2007 23 MO

ROLLA, CITY OF Rolla 04/10/2007 23c MO

TANEYVILLE R-11 SCHOOL DISTRICT Taneyville 04/18/2007 23 MO

SALEM R-80 SCHOOL DISTRICT Salem 05/17/2007 23 MO

ADAIR COUNTY R-II SCHOOL DISTRICT Brashear 06/18/2007 23 MO

NORTHEAST VERNON COUNTY R-I SCHOOL DISTRICT Walker 07/23/2007 23 MO

SMITHTON RVI SCHOOL DISTRICT Smithton 08/16/2007 23 MO

MARE Warrensburg 09/27/2007 23 MO

TWIN RIVERS R-X Broseley 04/08/2008 23 MO

GASCONADE C-4 Falcon 04/08/2008 23 MO

GREENVILLE R-II Greenville 04/17/2008 23 MO

MARION COUNTY R-II Philadelphia 04/21/2008 23 MO

SULLIVAN SCHOOL DISTRICT Sullivan 04/23/2008 23 MO

LEE A. TOLBERT COMMUNITY ACADEMY Kansas City 07/23/2008 23 MO

FARMINGTON R-7 SCHOOL DISTRICT Farmington 07/31/2008 23 MO

KINGSVILLE R-1 Kingsville 10/10/2008 23 MO

TIPS/TAPS Members in Missouri

TINA-AVALON RII SCHOOL Tina 01/27/2009 23 MO

SALISBURY R-IV SCHOOL DISTRICT Salisbury 02/10/2009 23 MO

HENRY COUNTY R-I SCHOOL DISTRICT Windsor 04/13/2009 23 MO

ST. LOUIS COUNTY LIBRARY DISTRICT St. Louis 05/27/2009 23c MO

NORTH KANSAS, CITY OF North Kansas City 07/20/2009 23c MO

CARL JUNCTION R-1 SCHOOL DISTRICT Carl Junction 07/22/2009 23 MO

EUREKA, CITY OF Eureka 10/23/2009 23c MO

WARRENSBURG R-VI SCHOOL DISTRICT Warrensburg 03/16/2010 23 MO

MERAMEC VALLEY R-III SCHOOL DISTRICT Pacific 04/22/2010 23 MO

PARK HILLS, CITY OF Park Hills 05/13/2010 23c MO

WOODSON TERRACE, CITY OF St Louis 06/01/2010 23c MO

CLINTON SCHOOL DISTRICT #124 Clinton 06/03/2010 23 MO

BLUE SPRINGS, CITY OF Blue Springs 06/08/2010 23c MO

FREDERICKTOWN R-I SCHOOL DISTRICT Fredericktown 07/06/2010 23 MO

LAFAYETTE COUNTY C-1 SCHOOL DISTRICT Higginsville 07/23/2010 23 MO

CAPE GIRARDEAU PUBLIC SCHOOLS Cape Girardeau 11/18/2010 23 MO

OSBORN R-O SCHOOL Osborn 01/03/2011 23 MO

NEOSO R-5 SCHOOLS Neosho 03/25/2011 23a MO

LIBERTY PUBLIC SCHOOL DISTRICT #53 Liberty 03/31/2011 23a MO

FORT OSAGE RI SCHOOL DISTRICT Independence 05/18/2011 23a MO

NEW HAVEN SCHOOL DISTRICT New Haven 10/24/2011 23a MO

KANSAS CITY MO SCHOOL DISTRICT Kansas City 01/02/2012 23a MO

COOPERATIVE

TIPS/TAPS

PURCHASING SYSTEMS

Region VIII Education Service Center 2230 North Edwards Mt. Pleasant, Texas 75456-1894

The Interlocal Purchasing Systems **(TIPS)** was founded in 2002 as "Texas Interlocal Purchasing System (TIPS)". TIPS was originated for use in the State of Texas only. However, in 2003 TIPS moved into Arkansas and TAPS was created to serve entities in the state of Arkansas. By 2006 Missouri had been added and other states initiated paperwork to join TIPS. On September 1, 2006, Texas Interlocal Purchasing System had the name changed to **The Interlocal Purchasing System** so additional states could be added. TIPS and TAPS are both sponsored by the Region VIII Education Service Center in Mount Pleasant, Texas. Currently, TIPS is available for use by public and private schools, colleges, universities, cities, counties, and other government entities in multiple states.

Vendors certified by **TIPS** are granted contracts which have been competitively awarded in accordance with the laws of the State of Texas and have agreed to provide the best pricing, terms and conditions available to similar cooperative contracts.

TIPS is beneficial to both awarded vendors and members. If a vendor is successful in receiving an award for a TIPS contract, the vendor may avoid the time and expense of participating in the competitive process for each individual participating entity. The participating member may also avoid the time and expense of going through the competitive process individually.

The Purpose of TIPS is to:

*Provide school districts and other governmental entities opportunities for greater efficiency and economy in acquiring goods and services.
*Take advantage of state-of-the-art purchasing procedures to insure the most competitive contracts.
*Provide competitive price solicitation and bulk purchasing for multiple government entities that yields economic benefits unobtainable by individual entities,
*Provide quick and efficient delivery of goods and services by contracting with "high performance" vendors.
*Equalize purchasing power for smaller entities that are not able to obtain the best contracts for themselves because of size and quantities.
*Maintain credibility and confidence in business procedures by maintaining open competition for purchases and by complying with purchasing laws and ethical business practices.
*Assist entities in maintaining the essential controls for budget and accounting purposes.

TIPS does not charge membership fees to participating entities. The total cost of TIPS is funded through fees paid by participating vendors based on actual sales. There are no tax dollars expended to support the **TIPS** program.

Any sale made to participating entity without a participation fee paid by the vendor, may not qualify as a competitively bid contract sale through TIPS. It is the discretion of the member to choose how a purchase will be made: through the TIPS Cooperative Purchasing Program; another cooperative program; or they may choose to advertise, solicit bids and make awards of their own to vendors. TIPS is only responsible for meeting the state purchasing requirements on purchases that are coded as TIPS PURCHASES on PO's. Purchases made by a member that do not go through TIPS are the responsibility of the member for meeting required state purchasing laws.

For additional information about the **TIPS** program and available commodities please call the **TIPS** toll free number or visit the The Interlocal Purchasing System website at www.tips-usa.com . All inquiries may be sent to tips@reg8.net.

Toll-free (866) 839-8477 Toll-free fax (866) 839-8472 Website: www.tips-usa.com

COOPERATIVE TIPS/TAPS PURCHASING SYSTEMS

TAPS TEXAS ARKANSAS PURCHASING SYSTEM

RECOGNIZES

MUSCO Sports Lighting

As an Awarded Vendor For

Sport Facility Lighting

Contract #08-022510

Effective Dates
02/25/2010 through 02/25/2013

Dr. Ray Glynn
Executive Director
Region VIII ESC

ESC8

Visit www.tips-usa.com for details on this Awarded Vendor

COOPERATIVE
TIPS/TAPS
PURCHASING SYSTEMS
P.O. Box 1894, Mt. Pleasant, Texas 75456 Tel 1-866-839-8477

March 4, 2011

Musco Sports Lighting, LLC
100 1st Ave West, PO Box 808
Oskaloosa, IA 52577

RE: Renewal of TIPS/TAPS Award
Contract Number - 08022510
Commodity Category – Sports Facility Lighting

Dear Luann,

Congratulations! The Interlocal Purchasing System (TIPS/TAPS) Board of Directors for Region VIII Education Service Center approved the Annual Renewal of your awarded contract at the February 24, 2011 Board Meeting.

Your awarded contract will be effective for 12 months beginning 2/24/2011 through 2/24/2012. Note that the Commodity Category for Sports Facility Lighting will be rebid in January of 2012.

NOTICE: if you have been submitting your monthly sales regularly – Thank you. We appreciate your attention to this reporting system.

If you have not reported sales that you have had in the last 6 months, it is imperative that you send the report to TIPS/TAPS with a check for 2% of the sales as soon as possible. It is the responsibility of the Awarded Vendor to record and report all TIPS/TAPS Sales. If you have had -0- sales in the last 6 months, you will be put on 6-Month Probation. If after 6 months, you continue to report -0- Sales, then you are subject to being "INACTIVATED" from our TIPS/TAPS website. There will be a sticker at the top of this letter should this contract clause apply to you.

Sincerely,

Kim Thompson
TIPS/TAPS Cooperative Coordinator

Quote

Chesterfield West Football/Soccer
Chesterfield, MO
Date: March 13, 2012

TIPS AND TAPS
Master project: 146396
Contract Number: 8022510
Expiration: 02/25/2013
Commodity: Sports Facility Lighting NEW

Quotation Price

Musco's Light Structure Green™ as described below and delivered to the job site.....**$280,000.00.**

Equipment Description

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

- 10 - Galvanized steel poles
- UL Listed remote electrical component enclosures
- Pole length wire harness
- 91 - Factory-aimed and assembled luminaires

Also Includes:

- Energy savings of more than 50% over a standard lighting system
- 50% less spill and glare light than Musco's prior industry leading technology
- Musco Constant 25™ product assurance and warranty program that eliminates 100% of your maintenance costs for 25 years, including labor and materials
- Guaranteed constant light level of 30 footcandles for 25 years, +/- 10% per IESNA RP-06-01
- 1 group re-lamp(s) at the end of the lamps' rated life, 5000 hours
- Reduced energy consumption
- Control Link® Control & Monitoring System for flexible control and solid management of your lighting system
- Lighting Contactors sized for Voltage and phase

Sales tax, labor, and unloading of the equipment is not included as part of this quote.

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

© 2009, 2010 Musco Sports Lighting, LLC

Payment Terms to be determined between Musco Credit department and purchasing entity

Fax or Mail a copy of the Purchase Order to Region 8 Service Center and Musco Sports Lighting:

Region 8 Educations Service Center
Att: Kim Thompson
PO Box 1894
Mount Pleasant, TX 75456
Fax: 866-839-8472
E-mail: tips@reg8.net

Musco Sports Lighting, LLC
Att: Barbara Davis
PO Box 260
Muscatine, IA 52761
Fax: 800-374-6402
E-mail: barb.davis@musco.com

All purchase orders should note that this is a TIPS and TAPS purchase.

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

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

Notes

Quote is based on:

- Shipment of entire project together to one location
- Structural code and wind speed = 2006 IBC, 100 MPH.
- Confirmation of pole locations prior to production

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

Joe Fox
Sales Representative
Musco Lighting
Office: 888-889-0770 Ext 6431
Cell: 336-823-2818

© 2009, 2010 Musco Sports Lighting, LLC

Scope of Work
Chesterfield West Fields (Football 1, 2 & Soccer 1)

Owner Responsibilities:

1. Complete access to the site for construction using standard 2 wheel drive rubber tire equipment.
2. Locate existing underground utilities and irrigation systems and verify all pole locations per Musco supplied layout.
3. Provide primary power to distribution panels.

Musco Responsibilities:

1. Provide required poles, fixtures, pole wiring and Control Cabinets.
2. Provide layout of pole locations and aiming diagram.
3. Provide Project Management as required.

Subcontractor Responsibilities:

1. Provide equipment and materials to off load equipment at jobsite per scheduled delivery.
2. Provide storage containers for material as necessary and waste disposal.
3. Provide adequate security to protect Musco delivered products from theft, vandalism or damage during the installation.
4. Provide required permits.
5. Provide materials and equipment to install electrical service panels as required or necessary for the Soccer Field.
6. Provide materials and equipment to mount the Musco Supplied Surge Protection Device to the distribution panel and terminate necessary wiring.
7. Provide materials and equipment to install any , wiring, pull boxes etc. and terminate wiring as required for the Soccer Field.
8. Provide materials and equipment to terminate existing wiring to poles on Football Fields 1 & 2.
9. Confirm the existing underground utilities and irrigation systems have been located and are clearly marked so as to avoid damage from construction equipment. Repair any such damage during construction.
10. Provide and install ground rods for lightning protection per NFPA 780 Code, NEC Section 250, and local building codes. Poles 75'or shorter should use a #2 bare copper conductor to the ground rod. Poles taller than 75' should use a #2/0 bare copper conductor. For standard clay soil, the ground rod must not be less than 5/8"x 8' long, driven vertically into the soil until point is 10' below grade. Ground rods must be installed in soil, not in the concrete backfill. Measure resistance per NEC 250.56. If greater than 25 ohms, then install 2nd ground rod. Ground conductor to be attached by exothermic fusion welding.
11. Provide materials and equipment to assemble (54) LSG fixtures and terminate all necessary wiring.
12. Provide equipment and materials to assemble and erect (10) LSS Poles.

13. Provide equipment and materials to install the new Lighting Contactor Cabinets and terminate all necessary wiring.
14. Contractor will commission Control Link by contacting Control Link Central at (877-347-3319) and going through the following steps:
15. Check all Zones to make sure they work in both auto and manual mode.
16. 1 hour comprehensive burn of all lights on each zone.
17. Set base line for the DAS (Diagnostic Acquisition System)
18. Keep all heavy equipment off of 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.
19. Provide startup and aiming as required to provide complete and operating sports lighting system.