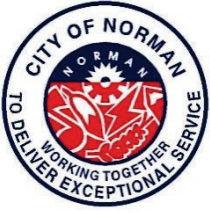


File Attachments for Item:

11. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF AWARDED CONTRACT K-2425-60: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND MUSCO SPORTS LIGHTING, LLC, IN THE AMOUNT OF \$145,000, MAINTENANCE BOND MB-2425-22, PERFORMANCE BOND B-2425-29; AND STATUTORY BOND B-2425-30 FOR THE YOUNG FAMILY ATHLETIC CENTER (YFAC) OUTDOOR SPORTS COURT LIGHTING SYSTEM PROJECT, ADOPTION OF RESOLUTION R-2425-50, GRANTING TAX EXEMPT STATUS AND BUDGET APPROPRIATION.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 10/8/2024

REQUESTER: Jason Olsen, Director of Parks and Recreation

PRESENTER: Jason Olsen, Director of Parks and Recreation

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF AWARDED CONTRACT K-2425-60: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND MUSCO SPORTS LIGHTING, LLC, IN THE AMOUNT OF \$145,000, MAINTENANCE BOND MB-2425-22, PERFORMANCE BOND B-2425-29; AND STATUTORY BOND B-2425-30 FOR THE YOUNG FAMILY ATHLETIC CENTER (YFAC) OUTDOOR SPORTS COURT LIGHTING SYSTEM PROJECT, ADOPTION OF RESOLUTION R-2425-50, GRANTING TAX EXEMPT STATUS AND BUDGET APPROPRIATION.

BACKGROUND:

In October 2015, Norman residents passed the Norman Forward initiative, funding various projects through a ½% sales tax increase over fifteen years. The Norman Forward initiative included projects to construct a new Multi-Sport Complex and Indoor Aquatic Facility.

The Multi-Sport Complex and Indoor Aquatic Facility were initially proposed as separate projects. After extensive public input and consideration by the City Council, acting as Trustees of the Norman Municipal Authority (NMA), these projects were combined into one comprehensive project in 2018, located at the southeast corner of 24th Avenue NW and Rock Creek Road. This new sports and aquatic complex includes eight full-sized basketball or twelve volleyball courts; a 25-meter, eight-lane lap pool; a 25-yard, four-lane warm-up pool; concession stands; retail space; administration offices; and, through a partnership with Norman Regional Health System (NRHS), a health and wellness clinic. The building and the project were named the Young Family Athletic Center (YFAC) in July of 2021 (K-2122-27) after the Trae Young Family Foundation (TYFF) agreed to donate \$4,000,000 to the construction of the building, and the health and wellness clinic is now "Ortho Central" and "NMotion."

The YFAC officially opened to the public on February 19, 2024. Since then, there has been an ongoing effort to look for ways to offer increased opportunities for residents to participate in the various programs and sports offered. Programs include indoor gym sports, such as basketball, volleyball, and pickleball, and the pool's different aquatic activities. Residents often asked for additional outdoor sports courts and activities, especially lighted pickleball courts and sand volleyball. The design team for the outdoor portion of the YFAC is JHBR Architecture. They created schematic designs for these sports and other outdoor recreation on the east side of the

building as part of their work. There is also a citywide occurrence of requests for outdoor pickleball courts. With this in mind, a contract was awarded to Multisports, LLC on August 27, 2024, to construct six outdoor pickleball courts with fencing and paved walkways to and around the courts, based on the concept drawing from JHBR. At that time, the plan was to get pricing from MUSCO Sports Lighting to provide and install adequate area lighting for the new pickleball courts, along with lighting for the area north of the courts where two sand volleyball courts are planned to be built, and also lighting for the synthetic turf football practice field built by NRHS as part of their clinic space.

DISCUSSION:

The City of Norman participates in several nationwide bidding services, including Sourcewell. These services receive bids for many products and services used in municipal construction projects related to utilities, public works, facility construction, and parks and recreation facilities. They collaborate with hundreds of vendors and contractors to secure the best pricing for a wide range of work extended to their members. Following that process, MUSCO Sports Lighting was awarded a contract to provide "Sports Lighting with Related Supplies and Services" under Sourcewell Master Project 199030; Contract Number 041123-MSL, good through 2027.

This contract covers the type of lighting system needed to light the new Pickleball, Sand Volleyball, and Football areas at the YFAC on the east side of the building. MUSCO has been used to light several of our other lighted facilities in recent NORMAN FORWARD projects, including the Blake Baldwin Skatepark, Griffin Park Soccer, and the new T-ball fields at Reaves Park. These are all LED light systems, which staff can control through the Control Link App, making it easier to maintain and troubleshoot these new systems in real-time.

During the construction of the YFAC, an ample power supply was installed on-site to be used for future lighting of outdoor activities. Parks has met with the local MUSCO Field Rep to confirm the layout of a complete lighting system of poles, pole bases, fixtures, underground wiring, power rack(s), and push-button activators for all the different sports areas. That layout determined the final pricing for a turn-key project based on the Sourcewell Contract to supply and install lighting for the activities listed here. Work will also be coordinated with the pickleball court construction project.

Staff recommends awarding Contract Number K-2425-60 to MUSCO Sports Lighting, LLC, in the amount of \$145,000 for the YFAC Outdoor Sports Court Lighting System Project. The funding is proposed to come from an appropriation of the park's development portion of the Room Tax fund balance.

RECOMMENDATION 1: It is recommended that the City Council appropriate \$145,000 from the Room Tax Park Development Fund Balance (23-29000) into YFAC Outdoor Pickleball Courts, Construction (Account 23793375-46101; Project RT0093)

RECOMMENDATION 2: It is recommended that the City Council approve Contract K-2425-60, Performance Bond B-2425-29, Statutory Bond B-2425-30, and Maintenance Bond MB-2425-22 for the YFAC Outdoor Sports Court Lighting System Project.

RECOMMENDATION 3: It is further recommended that MUSCO Sports Lighting, LLC, be authorized and appointed as project agent for the YFAC Outdoor Sports Court Lighting System

Project by Resolution R-2425-50 to avoid the payment of sales tax on materials purchases related to the project.

Contract # K-2425-60

CONTRACT

THIS CONTRACT made and entered into this _____ day of _____, 20____, by and between Musco Sports Lighting, LLC, hereinafter designated as “Contractor”, and the City of Norman, a municipal corporation, hereinafter designated as “City”.

WITNESSETH

WHEREAS, the City is a participant in the nationwide bidding process conducted by Sourcewell and other services, which has caused Solicitation for Bids to be given and advertised as required by law, and has received sealed proposals for the furnishing of all labor and materials for the projects in the Sports Lighting Category; of which the City would consider the following project:

YFAC OUTDOOR SPORTS COURT LIGHTING SYSTEM

as outlined and set out in the project scope of work, layout and pricing documents supplied by Musco Sports Lighting, LLC, and in accordance with the terms and provisions of said documents awarded as part of Sourcewell Contract Number 041123-MSL; and

WHEREAS, the Contractor in accordance with the pricing included in said Sourcewell Contract, has submitted to the City, in the manner and at the time specified, a proposal in accordance with the terms of this Contract; and

WHEREAS, the City, in the manner provided by law, has examined, and canvassed the proposal submitted and has determined and declared the above-named Contractor to be able to supply and install the items described in the proposal, and has duly awarded this contract to said Contractor, for the total sum named in the proposal, to wit: One Hundred Forty Five Thousand DOLLARS and Zero CENTS (\$145,000.00);

NOW, THEREFORE, for and in consideration of the mutual agreements and covenants herein contained, the parties to this Contract have agreed, and hereby agree, as follows:

- i. The Contractor shall, in a good and first-class, workmanlike manner at their own cost and expense, furnish all labor, materials, tools, and equipment required to perform and complete said work in strict accordance with this Contract and the following Contract Documents:
 - i. Specifications, Provisions and Bonds thereto, all of which documents are on file in the office of the City Clerk of the City of Norman, and are made a part of this Contract as fully as if the same were set out at length, with the following additions and or exceptions: (If none, so state.) NONE
 - ii. The Sourcewell Master Project Number 199030; Contract Number 041123-MSL (Expiration: 06/16/2027); Category-Sports Lighting with related supplies and services and general provisions of said contract;

Contract # K-2425-60

are made part of this contract as if fully written in detail herein or attached thereto.

To that end, no provision of this Contract or of any such aforementioned document shall be interpreted or given legal effect to create an obligation on the part of the City to third persons, including, by way of illustration but not exclusion, sureties upon performance bonds, payment bonds or other bonds, assignees of the Contractor, subcontractors, and persons performing labor, furnishing material or in any other way contributing to or assisting in the performance of the obligation of the Contractor; nor shall any such provisions be interpreted or given legal effect to afford a defense against any obligation owed or assumed by such third person to the City or in any way to restrict the freedom of the City to exercise full discretion in its dealing with the Contractor.

2. The City shall make payments to the Contractor in the following manner:
 - i. The project manager, or other appropriate person, will make accurate estimates of the value, based on contract prices, or work done, and materials incorporated in the work and of materials suitably stored at the site thereof, to submit to the City as an application for payment. The Contractor shall furnish to the project manager, or the appropriate person, such detailed information as they may request to aid them as a guide in the preparation of the application for payment. Each estimate and application for payment must contain or have attached an affidavit as required by Senate Bills 469 of the 1974 Legislature. The City will pay Contractor within thirty (30) days of receipt of the application for payment and only after the work contained in the application for payment has been fully completed and has been approved and accepted by the City.
 - ii. On completion of all the work, but prior to the acceptance thereof by the City, it shall be the duty of the project manager, or other appropriate person, to determine that said work has been completely and fully performed in accordance with this Contract and the Contract Documents; and upon making such determinations said official shall make his final certificate to the City. The Contractor shall furnish proof that all claims and obligations incurred by them in connection with the performance of said work have been fully paid and settled; said information shall be in the form of an affidavit, which shall bear the approval of the surety on the contract bonds for payment of the final estimates to the Contractor; thereupon, the final estimate (including retainages) will be approved and paid within thirty (30) days and only after all the work has been fully completed to the satisfaction of the City.
3. It is further agreed that the Contractor will commence said work within ten (10) days following receipt of a NOTICE-TO-PROCEED, and prosecute the same vigorously and continuously, and complete the same in one hundred twenty (120) calendar days. The City may terminate this Contract for any reason upon thirty (30) days written notice to Contractor.

Contract # K-2425-60

4. Notice: Any notice, demand, or other communication under this Agreement shall be sufficiently given or delivered when it is delivered personally, or within three (3) business days after it is deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested, to:

City:

James Briggs
Park Development Manager
225 N. Webster Ave.
Norman, OK 73070

Contractor:

Musco Sports Lighting, LLC
Rico Velazquez, Project Manager/Field Rep.
100 1st Avenue W.
Oskaloosa, IA 52577

5. Indemnification: Contractor agrees to indemnify and hold harmless the City, its officers, agents and employees from and against all liability for injuries or death to persons, legal expense or damage to property caused by Contractor's, its agents or employees performance under this Contract; provided, however, that Contractor shall not be liable for injury, damage or loss occasioned by the sole negligence of the City, its agents or employees. Contractor shall indemnify and hold harmless the City, its officers, agents and employees from and against all claims, damages, suits, expenses, liability or proceedings of any kind whatsoever, including, without limitation, Worker's Compensation claims of or by anyone whomever, in any way resulting from, or arising out of, Contractor's acts, omissions or operations under or in connection with this Contract. Further, the City shall not be liable or responsible to Contractor for any loss or damage to any property or person occasioned by a third party. It is understood that this indemnity and hold harmless provision is not limited by the insurance required under this Contract.

6. Insurance: Contractor shall, at its own expense, keep in force insurance of the following types and in not less than the following amounts, issued by a company or companies licensed to do business in Oklahoma and is of sound and adequate financial responsibility, against all liabilities for accidents arising out of or in connection with Contractor's performance of this Contract, except when caused by the City's negligence or that of its agents or employees, and shall furnish to the City certificates evidencing such insurance subject to the limitations set forth above in respect to the City's sole negligence and Contractor shall furnish a certificate to the effect that such insurance shall not be changed or canceled without ten (10) days prior notice to the City, said notice shall be written and shall be given by Contractor, to wit:

Contract # K-2425-60

- i. Worker's Compensation Insurance and Employer's Liability Insurance as prescribed by State Statute, for all of Contractor's employees and subcontractors working on the project, with the subcontractors to also provide the same.
 - ii. Provide both Commercial General Liability Insurance and Automobile Liability Insurance for personal injury and property damage in limits prescribed by the Oklahoma Governmental Tort Claims Act (51 O.S. § 151 et seq.) and subsequent revisions thereto, as follows:
 - a. \$25,000 for loss of property arising out of a single act or occurrence.
 - i. \$125,000 per person for any other loss arising out of a single act or occurrence.
 - b. \$1,000,000 for any number of claims arising out of a single act or occurrence.
7. Miscellaneous:
- i. *Counterparts*: This Contract may be executed in any number of counterparts, each of which shall be deemed an original and constitute the same instrument.
 - ii. *Severability*: If any provision of this Contract is determined to be unenforceable, invalid or illegal, then the enforceability, validity and legality of the remaining provisions will not in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law.
 - iii. *Governing Law; Venue*: This Contract shall be governed and construed in accordance with the laws of the United States of America and the State of Oklahoma. The venue for any action under this agreement shall be in the District Court of Cleveland County, Oklahoma or the United States District Court for the Western District of Oklahoma. The parties agree to submit to the subject matter and personal jurisdiction of said court.
 - iv. *Authority*: Each party hereto has the legal right, power and authority to enter into this Contract. Each party's execution, delivery and performance of this Contract has been duly authorized, and no other action is requisite to the valid and binding execution, delivery and performance of this Contract, except as expressly set forth herein.
 - v. *Entire Agreement; Amendments*: This Contract and the associated Contract Documents constitute the entire agreement among the parties hereto and may not be amended or modified, except in writing, signed by each of the parties hereto. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
 - vi. *Assignment*: This Contract shall not be assigned by Contractor without prior written consent of the City.

Contract # K-2425-60

- vii. *Nondiscrimination:* Contractor acknowledges that the Certification of Nondiscrimination completed with their bid proposal is incorporated herein and thereby agrees to comply with the requirements contained in such certification throughout the performance of this Contract.
- viii. *Non-Waiver:* No failure on the part of either party to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise by either party of any right hereunder preclude any other or future exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedy available to either party at law or in equity.
8. The sworn statement below must be signed and notarized before this Contract will become effective.

[Signatures on following page]

Contract # K-2425-60

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals respectively the 2nd day of October, 2024. The parties agree that they may conduct the transaction by electronic means and hereby state that electronic signature is valid and shall have the same force and effect as an original signature.

CONTRACTOR

Musco Sports Lighting, LLC
Company Name

BY [Signature]
~~President~~ or Managing Member
Secretary

STATE OF Iowa)

COUNTY OF Mahaska)

James M. Hansen, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by Contractor to submit the above Contract to the City. Affiant further states that Contractor has not paid, given or donated or agreed to pay, give, or donate to any officer or employee of the City any money or other thing of value, either directly or indirectly, in the procuring of the contract.

[Signature]
~~President~~ or Managing Member
Secretary

Subscribed and sworn to before me this 2nd day of October, 2024.

[Signature]
Notary Public

My Commission Expires: 04/24/2025
Commission Number: _____



CITY OF NORMAN

Approved as to form and legality this ___ day of _____, 20____.

City Attorney

Approved by the City Council this _____ day of _____, 20____.

ATTEST:

Mayor

City Clerk

Bond # B-2425-30

STATUTORY BOND

Surety Bond No. 108131759

KNOW ALL MEN BY THESE PRESENTS:

That we, Musco Sports Lighting, LLC as Principal, and Travelers Casualty and Surety Company of America, a corporation organized under the laws of the State of Connecticut, and authorized to transact business in the State of Oklahoma, as Surety, are held and firmly bound unto THE CITY OF NORMAN, a Municipal Corporation and city of the first class, of the State of Oklahoma, in the penal sum of One Hundred Forty Five Thousand DOLLARS and Zero CENTS, (\$145,000.00), for the payment of which well and truly to be made, we, and each of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

Dated this _____ day of _____, 20_____.

The conditions of this obligation are such, that whereas, the above Bonded Principal Musco Sports Lighting, LLC is the lowest and best bidder for the making of the following City work and improvement, viz.:

YFAC OUTDOOR SPORTS COURT LIGHTING SYSTEM

and has entered into a certain written contract with THE CITY OF NORMAN, dated _____, 20_____, for the erection and construction of said work and improvement, in exact accordance with the bid of said Principal, and according to certain specifications heretofore made, adopted and placed on file in the office of the City Clerk of the City of Norman.

NOW, THEREFORE, if the said Musco Sports Lighting, LLC Principal, shall well and truly pay all indebtedness incurred for labor and material and repairs to and parts for equipment furnished in the making of said public improvement incurred by said Principal or subcontractors, then this obligation shall be void. Otherwise, this obligation shall remain in full force and effect. If debts are not paid within thirty (30) days after same becomes due and payable, the person, firm, or corporation entitled thereto may sue and recover on this bond, the amount so due and unpaid.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers, and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized to do so, the day and year first above written.

SEE LIMITED MAINTENANCE PROVISION RIDER ATTACHED HERETO AND MADE A PART HEREOF

Bond # B-2425-30

ATTEST:

[Signature]
Corporate Secretary

Musco Sports Lighting, LLC

Company Name

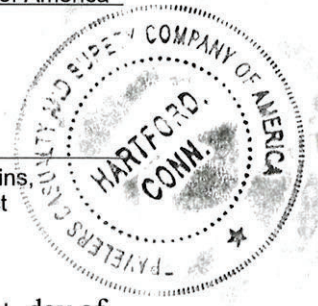
BY [Signature], COO
Principal

ATTEST:

[Signature]
Corporate Secretary (Surety)

Travelers Casualty and Surety Company of America
Surety Name

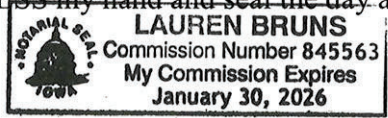
BY [Signature]
Surety Jessica J. Perkins,
Attorney-in-Fact



~~Iowa~~ ~~OKLAHOMA~~ ~~Polk~~
STATE OF OKLAHOMA, COUNTY OF CLEVELAND, SS:

Before me, the undersigned, a Notary Public in and for said County and State on this 3rd day of October, 2024 personally appeared Jessica J. Perkins to me known to be the identical person who executed the foregoing, and acknowledged to me that she executed the same as her own free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal the day and year last above written.



[Signature]
Lauren Bruns, Notary Public

My Commission Expires: January 30, 2026

Commission Number: 845563

Approved as to form and legality this 3rd day of October, 2024.

City Attorney

Approved by the Council of the City of Norman, this _____, day of _____, 20____.

ATTEST:

City Clerk

Mayor

Bond # B-2425-29

PERFORMANCE BOND

Surety Bond No. 108131759

KNOW ALL MEN BY THESE PRESENTS:

That we, Musco Sports Lighting, LLC, as Principal, and Travelers Casualty and Surety Company of America, a corporation organized under the laws of the State of Connecticut, and authorized to transact business in the State of Oklahoma, as Surety, are held and firmly bound unto THE CITY OF NORMAN, a Municipal Corporation and city of the first class, of the State of Oklahoma, in the full and just sum of One Hundred Forty Five Thousand DOLLARS and Zero CENTS, (\$145,000.00), for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns jointly and severally, firmly by these presents. Dated this _____ day of _____, 20__.

The conditions of this obligation are such, that whereas, said Principal is the lowest and best bidder for the making of the following city work and improvements, viz.:

YFAC OUTDOOR SPORTS COURT LIGHTING SYSTEM

and has entered into a certain written contract with THE CITY OF NORMAN dated _____ 20____, for the erection and construction of said work and improvement, which said contract is hereby made a part and parcel of this bond as if literally written herein.

NOW, THEREFORE, if said Principal shall, in all particulars, well, truly and faithfully perform and abide by said Contract and each and every covenant, condition and part thereof and shall fulfill all obligations resting upon said Principal by the terms of said contract and said specifications; and if said Principal shall promptly pay, or cause to be paid, all labor, materials and/or repairs and all bills for labor performed on said work, whether by subcontract or otherwise; and if said Principal shall protect and save harmless said City of Norman from all loss, damage and expense to life or property suffered or sustained by any person, firm, or corporation caused by said Principal or his or its agents, servants, or employees in the construction of said work, or by or in consequence of any negligence, carelessness or misconduct in guarding and protecting the same, or from any act or omission of said Principal or his or its agents servants, or employees, and if said Principal shall protect and save the City of Norman harmless from all suits and claims of infringement or alleged infringement or patent rights or processes, then this obligation shall be null and void, otherwise to be and remain in full force and effect.

It is further expressly agreed and understood by the parties thereto that no changes or alterations in said Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers, and the said surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized to do so, the day and year first above written.

SEE LIMITED MAINTENANCE PROVISION RIDER ATTACHED HERETO AND MADE A PART HEREOF

Bond #B-2425-29

ATTEST:

[Signature]
Corporate Secretary

Musco Sports Lighting, LLC
Company Name

BY [Signature]
Principal

ATTEST:

[Signature]
Corporate Secretary (Surety)

Travelers Casualty and Surety Company of America
Surety Name

BY [Signature]
Surety Jessica J. Perkins,
Attorney-in-Fact



Iowa

Polk

STATE OF ~~OKLAHOMA~~, COUNTY OF ~~CLEVELAND~~, SS:

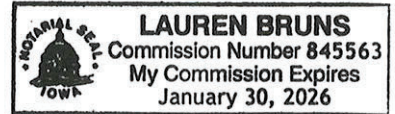
Before me, the undersigned, a Notary Public in and for said County and State, on this 3rd day of October, 2024 personally appeared Jessica J. Perkins to me know to be the identical person who executes the foregoing, and acknowledge to me that she executed the same as her own free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal the day and year last above written.

[Signature]
Lauren Bruns, Notary Public

My Commission Expires: January 30, 2026

Commission Number: 845563



Approved as to form and legality this 3rd day of October, 2024.

City Attorney

Approved by the Council of the City of Norman, this _____ day of _____, 20____.

Mayor

ATTEST:

City Clerk

Bond # MB-2425-22

MAINTENANCE BOND

Surety Bond No. 108131759

WHEREAS, THE UNDERSIGNED Musco Sports Lighting, LLC, hereinafter referred to as the Principal, has entered into a certain contract dated _____, 20_____, for the construction of:

YFAC OUTDOOR SPORTS COURT LIGHTING SYSTEM

WHEREAS, under the ordinances of said City of Norman the said Principal is required to furnish to the City a maintenance bond covering said construction, said bond to include the terms and provisions hereinafter set forth, as a condition precedent to final acceptance of said construction.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That the said Principal and Travelers Casualty and Surety Company of America, as a corporation organized under the laws of the State of Connecticut, and authorized to transact business in the State of Oklahoma, as surety, are jointly and severally, firmly held and bound unto said City in the penal sum of One Hundred Forty Five Thousand Dollars and Zero CENTS (\$145,000.00), in lawful money of the United States of America, same being 100% of the cost of the construction herein referred to for the payment of which, well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, successors and assigns, firmly by these presents.

The condition of this bond is such that if the said Principal shall keep and maintain, subject to normal wear and tear, the said construction, except for defects not occasioned by improper workmanship, materials, or failure to protect new work until it is accepted, for a period of one (1) year from the date of the written final acceptance thereof by the City, and shall promptly repair, without notice from the City, any and all defects or failures occurring or arising from improper workmanship, materials, or failure to protect new work until it is accepted within a period of one year without notice from said City, and without expense to said City, thence this obligation shall be null and void and of no force and effect; otherwise to be and remain in full force and effect at all times.

Provided further, however, that upon neglect, failure or refusal of the Principal to make any needed repairs upon said construction, or to maintain any part of the same, as set out in the preceding paragraph, within ten (10) days after the mailing of notice to the Principal by letter deposited in the United States Post Office at Norman, Oklahoma, addressed to the Principal at the address set forth below, then the Principal and surety shall jointly and severally be liable to the City, for the cost and expense for making such repairs, or otherwise maintaining the said construction.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

Bond #MB-2425-22

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers, and the said Surety has caused these presents to be executed in its name its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized to do so, the day and year first above written.

Executed and delivered this _____ day of _____, 20_____.

ATTEST: [Signature]
Corporate Secretary

Musco Sports Lighting, LLC
Company Name

Mailing Address of Principal:
100 1st Avenue West
Oskaloosa, IA 52577

BY [Signature]
Principal

Travelers Casualty and Surety Company of America
Surety Name

BY: [Signature]
Polk Jessica J. Perkins, Attorney-in-Fact



~~OKLAHOMA~~ ~~CLEVELAND~~
STATE OF OKLAHOMA, COUNTY OF CLEVELAND, SS:

Before me, the undersigned, a Notary Public in and for said County and State, this 3rd day of October, 2024, personally appeared Jessica J. Perkins to me known to be the identical person who executed the foregoing, and acknowledge to me that she executed the same as her own free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal the day and year last above written.

[Signature]
Lauren Bruns, Notary Public



My Commission Expires: January 30, 2026
Commission Number: 845563

Approved as to form and legality this 3rd day of October, 2024.

City Attorney

Approved by the Council of the City of Norman, this ___ day of _____, 20_____.

Mayor

ATTEST: _____
City Clerk

Limited Maintenance Provision

Rider

To be attached to and form part of bond no 108131759 issued by the **Travelers Casualty and Surety Company of America** on behalf of Musco Sports Lighting, LLC in the amount of (\$145,000.00) and dated _____ in favor of City of Norman for Young Family Athletic Center – Project #235119.

Principal and Surety shall guarantee that the work will be free of defective materials and workmanship for a period of **Twelve (12)** months following completion of the contract. Any additional warranty or guarantee whether expressed or implied is extended by the Principal or Manufacturer only, and the Surety assumes no liability for such a guarantee.

Musco Sports Lighting LLC

By: Shelly Hene COO

Travelers Casualty and Surety Company of America

By: Jessica J. Perkins
Jessica J. Perkins, Attorney-in-Fact





Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **JESSICA J PERKINS** of **DES MOINES**, Iowa, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

City of Hartford ss.

By:
Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this _____ day of _____,



Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

Resolution

R-2425-50

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING AND APPOINTING MUSCO SPORTS LIGHTING, L.L.C., AS PROJECT AGENT FOR THE YOUNG FAMILY ATHLETIC CENTER (YFAC) OUTDOOR SPORTS COURT LIGHTING SYSTEM PROJECT FOR THE CITY OF NORMAN.

- § 1. WHEREAS, the City of Norman, Oklahoma, does hereby acknowledge that the tax-exempt status of this political subdivision is a significant factor in determining the agreed contract price bid by Musco Sports Lighting, L.L.C., for the YFAC Outdoor Sports Court Lighting System Project; and
- § 2. WHEREAS, the City of Norman, Oklahoma, in compliance with State law, desires to confer on Musco Sports Lighting, L.L.C., its special State and Federal sales tax exemptions and in order to achieve such end, finds it necessary to appoint as its direct purchasing agent, Musco Sports Lighting, L.L.C., to purchase materials which are in fact used for the for the YFAC Outdoor Sports Court Lighting System Project; and
- § 3. WHEREAS, this limited agent status is conferred with the express understanding that Musco Sports Lighting, L.L.C., shall appoint employees and subcontractors as subagents who shall be authorized to make purchases on their behalf.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA:

- § 4. That the City of Norman, Oklahoma, on the ____ day of October, 2024, did appoint Musco Sports Lighting, L.L.C., who is involved with the YFAC Outdoor Sports Court Lighting System Project, an agent of the City of Norman, Oklahoma, solely for the purpose of purchasing, on a tax-exempt basis, materials and tangible personal property to be used exclusively for the YFAC Outdoor Sports Court Lighting System Project.

PASSED AND ADOPTED THIS ____ day of October, 2024.

Mayor (Larry Heikkila)

ATTEST:

City Clerk



Date: 09/19/2024
 Expiration date: 10/18/2024
 To: James Briggs

Project: Young Family Pickleball Courts
 Norman, OK
 Musco Project Number: 235119

Sourcewell

Master Project: 199030, Contract Number: 041123-MSL, Expiration: 06/16/2027
 Category: Sports lighting with related supplies and services

All purchase orders should note the following:
 Sourcewell Purchase – Contract Number: 041123-MSL

Quotation Price – Materials Delivered to Job Site and Installation

Lighting-One Football Field (185'x90')	\$ 30,000.00
Lighting-Two Volleyball Courts (103'x80')	\$ 42,000.00
Lighting-Six Pickleball Courts (129'x109')	\$ 81,500.00
Total	\$153,500.00
Full Complex Deduct.....	-\$8,500.00

Grand Total after Deduction.....\$145,000.00

*Sales tax & bonding (if applicable) are not included.
 Quote is confidential. Pricing and lead times are effective for 30 days only.
 Prices are subject to change if the order is not released within 60 days from the date of the purchase.*

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

Guaranteed Lighting Performance

- Guaranteed light levels of 30 footcandles (volleyball & pickleball only)

System Description

- Factory aimed and assembled LED luminaries
- Galvanized steel poles
- Pre-cast concrete bases with integrated lightning grounding
- Pole length factory assembled wire harnesses
- Factory wired and tested remote electrical component enclosures
- UL listed assemblies
- Corrosion protection

Control Systems and Services

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

Operation and Warranty Services

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

Musco Scope

- Provide design and layout for lighting system
- Test and final aim equipment

Installation Services Provided

[See attached scope of work]



Responsibilities of Buyer

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

Payment Terms

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

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

Musco Sports Lighting, LLC
Attn: Musco Contracts
Fax: 800-734-6402
Email: musco.contracts@musco.com

All Purchase orders should note the following:

Sourcewell Purchase – Contract Number: 041123-MSL

Delivery Timing

8 - 12 weeks for delivery of materials to the job site from the time of order, submittal approval, and confirmation of order details including voltage, phase, and pole/luminaire locations.

Notes

Quote is based on following conditions:

- Shipment of entire project together to one location.
- Voltage and phase electrical system TBD.
- Structural code and wind speed = 2018 IBC, 110 mi/h, Exposure C, Importance Factor 1.0
- Due to the built-in custom light control per luminaire, pole or luminaire locations need to be confirmed prior to production.

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

Rico Velazquez
Oklahoma Field Sales Representative
Musco Sports Lighting, LLC
Phone: 405-479-5693
E-mail: rico.velazquez@musco.com

Young Family Athletic Center Pickleball Courts
2201 Trae Young Drive, Norman, OK 73069
Turnkey Scope of Work

Customer Responsibilities:

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

Musco Responsibilities:

1. Provide required foundations, poles, electrical enclosures, luminaires, wire harnesses, and control cabinets.
2. Provide layout of pole locations and aiming diagram.
3. Provide Contract Management as required.
4. Provide stamped foundation designs based on soil parameters as outlined in the geotechnical report Hinderliter Geotechnical Engineering, HE Project # FSB-21-01, April 7, 2021.
5. Assist our installing subcontractor and ensure our responsibilities are satisfied.

Subcontractor Responsibilities**General:**

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

Foundations, Poles, and Luminaires:

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

Electrical:

1. Provide labor, materials, and equipment to install new electrical service panel as required.
2. Provide labor, materials, and equipment to install all underground conduit, wiring, pull boxes etc. and terminate wiring as required.

Control-Link Control and Monitoring:

1. Provide labor, equipment, and materials to install (1) 24" x 48" Musco control and monitoring cabinet and terminate all necessary wiring.
2. Provide a dedicated 120 V 20 A controls circuit or a step-down transformer for 120 V control circuit if not available.
3. Check all zones to make sure they work in both auto and manual mode.
4. Commission Control-Link® by contacting Control-Link Central™ at 877-347-3319.