





## Manufacturer's Agreement

Musco Sports Lighting, LLC / 2107 Stewart Road / PO Box 260 / Muscatine, IA 52761 / 563-263-2281 / Toll Free: 800-756-1205 / FAX: 800-374-6402

Date: September 20, 2006 Project Name: Granite Park Soccer

Project #: 106088

11. **DELIVERY** - Normal delivery to the shipping address indicated above is 4 to 6 weeks after submittal approval or release of order, if later. If the Equipment is shipped in multiple lots, Musco shall prepare a separate invoice for the price of the Equipment shipped at the time of each shipment. Customer shall pay the amount of each such invoice upon the same terms as set out in the "Total Price" paragraph of this Agreement.
12. **NO RETAINAGE/WARRANTY** - Customer acknowledges that Musco is a material supplier only and therefore not subject to payment retainage. Shipment of the above-described Equipment constitutes completion of this contract by Musco. Payment in full is required within the agreed terms. Warranty claims and back charges shall not be deducted from contract payments without prior approval of Musco's Warranty Department (800-825-6020). Musco's Equipment and its performance are sold subject to Musco's written warranty, a copy of which will be provided with Musco's acceptance of this Agreement. The warranty provided by Musco shall be in lieu of all other warranties, and Musco disclaims any other warranty whatsoever, express or implied, including, but not limited to, the implied warranty of merchantability.
13. **SECURITY AGREEMENT** - In consideration of the promises contained herein, Customer hereby grants and conveys to Seller, to secure payment and performance of all obligations in full, a security interest in the Equipment, including all repairs, replacements and accessions thereto (collectively referred to as the "Secured Property"). Customer hereby irrevocably authorizes Seller at any time to file in any filing office in any Uniform Commercial Code jurisdiction any initial financing statements and amendments thereto relating to this transaction. Customer further agrees to promptly furnish any information requested by Seller to effectuate the terms of this Agreement. Customer further agrees to execute any document reasonably required by Seller to perfect the security interest granted herein and to assure the priority of such security interest. Customer shall maintain adequate insurance covering the Equipment in accordance with generally accepted business practices. Customer shall name Seller as loss payee until such time as Customer has performed in full all obligations contained herein.
14. **DEFAULT** - Each of the following shall constitute a default ("Default") under this Agreement: a) failure to pay, in full, any payment when due hereunder; b) Customer becomes the subject of a bankruptcy, receivership or insolvency proceeding; c) any warranty, representation or statement made or furnished to the seller by or on behalf of the Customer proved to have been false in any material respect when made or furnished; d) loss, theft, damage, destruction or encumbrance to, or of, the Secured Property or the making of any lease, seizure or attachment thereof or thereon; or e) the occurrence or non-occurrence of any event or events which causes the seller, in good faith, to deem itself insecure for any reason whatsoever.
15. **REMEDIES UPON DEFAULT** - In the event of Default, Seller may, at its option, and without notice or demand: a) declare the entire unpaid balance owing hereunder due and payable at once; b) proceed to recover judgment for the entire unpaid balance due; c) exercise all rights provided to Seller under this Agreement, the Uniform Commercial Code, at law or in equity including but not limited to entering the Customer's premises and taking possession of the Secured Property. All the remedies described herein are cumulative, and may be exercised in any order by Seller. Customer agrees to pay all costs (including reasonable attorney's fees and court costs) incurred by Seller in disposing of the Secured Property and collecting any amounts owing hereunder, and such costs shall be part of the obligations secured hereunder.

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# Manufacturer's Agreement

Musco Sports Lighting, LLC / 2107 Stewart Road / PO Box 260 / Muscatine, IA 52761 / 563-288-2281 / Toll Free: 800-756-1205 / FAX: 800-374-6402

Date: September 20, 2006 Project Name: Granite Park Soccer Project #: 106068

## 16. CONDITIONS OF AGREEMENT

- a. **APPLICABLE LAW** - This Agreement shall be governed by the laws, including the Uniform Commercial Code, adopted in the State of Iowa as effective and in force on the date of this Agreement.
- b. **EXPENSES/REMEDIES** - Customer shall pay to Musco the reasonable expenses, including court costs, legal and administrative expenses and reasonable attorney's fees, paid or incurred by Musco in endeavoring to collect amounts due from Customer to Musco. It is further understood that if Customer does not make a payment as due, Musco has the right to forward appropriate notices or claims on jobs with owners, bonding companies, general contractors, or the like, as deemed appropriate by Musco.
- c. **ENTIRE AGREEMENT** - This is the complete statement of the terms of this Agreement. No representative or employee of Musco has any authority to bind Musco to any term, representation or warranty other than those specifically included in this written Agreement or the written Warranty to be delivered to Customer.
- d. **ACCEPTANCE** - This Agreement is subject to the approval of Musco's Credit Department and the written acceptance of this Order by Musco Sports Lighting, LLC.

Desired Shipping Date(s): 10/2/06

Projected Completion Date: 12/20/06

Customer Reference Information Needed on Invoicing/Packages: GRANITE LV 98

City of Sacramento

MUSCO SPORTS LIGHTING, LLC

Acceptance

Acceptance

this 22 day of SEPTEMBER, 2006

this 06 day of October, 2006

Roy Tatman  
Signature

Mark Kvett (original in Counterpart)  
Signature

Roy Tatman, Parks and Recreation Planner  
Name and Title

Mark Kvett, Credit Manager  
Name and Title

ASSOCIATE LANDSCAPE ARCHITECT

**\*\*Project on hold pending submittal approval\*\***

**AND CITY COUNCIL APPROVAL ON OCT 10, 2006**

Approved By: [Signature]  
City Attorney

Approved By: [Signature]

Marty Hanneman, Assistant City Manager  
For: Ray Kerridge, City Manager

© 1999, 2006 Musco Sports Lighting, LLC

ATTN:

Shirley Arvalino  
CITY CLERK 10-23-06

TOTAL P. 05

TOTAL P. 05

CITY AGREEMENT NO. 2006-1087

CITY AGREEMENT NO. 2006-1087



# Manufacturer's Agreement

Musco Sports Lighting, LLC / 2107 Stewart Road / PO Box 260 / Muscatine, IA 52751 / 563-283-2281 / Toll Free: 800-756-1205 / FAX: 800-374-6402

Date: September 20, 2006 Project Name: Granite Park Soccer Project #: 106088

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MUSCO SPORTS LIGHTING, LLC

Acceptance

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this 22 day of SEPTEMBER, 2006

this 12 day of October, 2006

[Signature]  
Signature

[Signature]  
Signature

Roy Tatman, Parks and Recreation Planner  
Name and Title

Mark Kvitt, Credit Manager  
Name and Title

ASSOCIATE LANDSCAPE ARCHITECT

**\*\*Project on hold pending submittal approval\*\***

**AND CITY COUNCIL APPROVAL ON OCT 10, 2006**

CITY AGREEMENT NO. 2006-1087

## RESOLUTION NO. 2006-720

Adopted by the Sacramento City Council

October 10, 2006

### APPROVING AGREEMENTS: GRANITE REGIONAL PARK 24/7 ALL-WEATHER SOCCER FIELD, CIP LV98

#### BACKGROUND

- A. On August 29, 2006, by Resolution 2006-648, the City Council determined it was in the City's best interest to suspend competitive bidding to allow the City Manager to negotiate contracts with FieldTurf for artificial turf and Musco Lighting for field lighting for the Granite Regional Park 24/7 all-weather soccer field project because the terms and conditions of the grant award from the US Soccer Foundation's All Conditions Field Program required that these products be purchased from these vendors.
- B. JSP Specialty Foams, LLC, is the only manufacturer of the Brock engineered composite drainage system, a drainage system specifically designed for artificial turf fields.
- C. It is in the best interests of the City to suspend competitive bidding for the installation of the artificial turf for the Granite Regional Park 24/7 all-weather soccer field because the City is required as a term and condition of the US Soccer Foundation's All Conditions Field Program to contract with FieldTurf this product and service.
- D. It is in the best interests of the City to suspend competitive bidding for the drainage system for the Granite Regional Park 24/7 all-weather soccer field because JPS Specialty Foams, LLC, is the sole source of the Brock engineered composite drainage system. The Brock system is a patented, high-performance drainage and impact layer that replaces the conventional stone and cushioning layers commonly used under synthetic turf, it is faster to install and less expensive than conventional drainage systems.

#### BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

- Section 1. In the best interests of the City, competitive bidding is suspended for the installation of artificial turf for the Granite Regional Park 24/7 all-weather soccer field, CIP LV98.

- Section 2. The City Manager is authorized to execute a contract for the purchase and installation of the artificial turf field at the Granite Regional Park 24/7 all-weather soccer field, CIP LV98, with FieldTurf in an amount not to exceed \$430,656.00.
- Section 3. The City Manager is authorized to execute an agreement to purchase field lighting for the Granite Regional Park 24/7 all-weather soccer field, CIP LV98, from Musco Lighting in an amount not to exceed \$134,687.50.
- Section 4. In the best interests of the City, competitive bidding is suspended for the purchase of the drainage system for the artificial turf field at the Granite Regional Park 24/7 all-weather soccer field.
- Section 5. The City Manager is authorized to execute an agreement for the drainage system for the artificial turf field at the Granite Regional Park 24/7 all-weather soccer field, CIP LV98, with JSP Specialty Foams, LLC, in an amount not to exceed \$178,790.22.

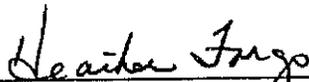
Adopted by the City of Sacramento City Council on October 10, 2006 by the following vote:

Ayes: Councilmembers, Cohn, Fong, Hammond, McCarty, Sheedy, Tretheway, Waters, and Mayor Fargo.

Noes: None.

Abstain: None.

Absent: Councilmember Pannell.

  
\_\_\_\_\_  
Mayor, Heather Fargo

Attest:  

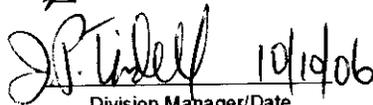

Shirley Concolino, City Clerk

CITY  
AGREEMENT NO. 2006-1087

## NON-COMPETITIVE BID/CONTRACT JUSTIFICATION

For use of all goods and services acquisitions.

This justification document consists of two (2) pages. All information must be provided and all questions must be answered. The "Required Approvals" section must include a date for each signature, as appropriate for the transaction.

Requesting Department Information		
<b>Department:</b> Dept. of Parks & Recreation	<b>Department Contact:</b> Roy Tatman	
<b>Division:</b> PPDD / LAS	<b>E-Mail:</b> rtatman@cityofsacramento.org	
	<b>Telephone:</b> (916) 808.5326	<b>FAX:</b> (916) 8088266
<b>Delivery Location:</b> Granite Regional Park		
Required Contact Information for Source of Supply or Service		
<b>Contractor/Supplier</b> Musco Lighting		<b>Contractor Address:</b> 2107 Stewart Rd., Muscatine, Iowa 52761
<b>Contract Amount:</b> \$	<b>Amendment Amount* (if applicable)</b> \$ <small>(*Current amendment only)</small>	<b>Equipment Purchase Amount:</b> \$ 134,687.50
<b>Funding Source:</b> <input type="checkbox"/> General Fund <input checked="" type="checkbox"/> CIP <input checked="" type="checkbox"/> Grant <input type="checkbox"/> Account# _____		
<b>Provide a brief description of the purchase request, including all goods and/or services the contractor will provide:</b>		
The field lights for the 24 / 7 artificial turf sports field at Granite Regional Park. This is part of a \$100,000 grant package received from the US Soccer Foundation, accepted by the City Council on August 29, 2006, Resolution 2006-648. The council authorized the CMO to negotiate the sole source contract in the best interests of the City, as it is a requirement of accepting the funding from the US Soccer Foundation.		
Contract Type and Term		
<input checked="" type="checkbox"/> Supplies/Equipment <input checked="" type="checkbox"/> Sole-Source <input type="checkbox"/> Service/Consultant <input checked="" type="checkbox"/> Sole-Brand <input type="checkbox"/> IT Goods <input type="checkbox"/> Cooperative <input type="checkbox"/> IT Service <input type="checkbox"/> Agreement <input type="checkbox"/> IT Goods & Service <input type="checkbox"/> Other		<b>Contract Term:</b> Begin: 10 / 06 End: 1 / 07 Explain late contract submittal (services only):
Current Contract Information <small>(if the requested service/supply is currently under contract, please provide the information below)</small>		
<b>City Contract no. #:</b>	<b>Resolution no. #:</b>	
<b>Total value of current contract:</b>	<b>Term (time period) of contract:</b>	
Required Approvals		
<b>Certification:</b> I am aware of the Sacramento City Charter Article XIV, City Code Chapter(s) 3.56, 3.60, 3.67, and the City's policy instructions, which set forth the requirements for competitive bidding. As an authorized Department representative, I have gathered information and have made a concentrated effort to review comparable/equal services or equipment, as documented in this justification. I hereby certify the validity of the information and believe, to the best of my knowledge, that the justification conforms to the City's requirements for sole-source/sole-brand purchasing.		
<b>Division/Section</b> <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied  Division Manager/Date	<b>Department</b> <input type="checkbox"/> Approved <input type="checkbox"/> Denied  Director/Date	<b>Purchasing Division</b> <input type="checkbox"/> Approved <input type="checkbox"/> Denied _____ Procurement Manager or Designee/Date

Complete responses must be provided for all of the following items.

**A. THE GOOD/SERVICE REQUESTED IS RESTRICTED TO ONE SUPPLIER FOR THE REASONS STATED BELOW:**

**1. Explain why the acquisition cannot be competitively bid and why is the acquisition restricted to this good/service/supplier?**

This Product is directly tied to the grant from the US Soccer Foundation, accepted by the City Council on August 29, 2006, Resolution 2006-648. It is a requirement of accepting the grant from the US Soccer Foundation and the CMO was authorized by Council on the above date to negotiate the sole source contract in the best interests of the City.

**1.a.** Explain if this is an emergency purchase or how the supplier is the only source for the acquisition and reference the city code that applies.

**1.b.** For non-competitively bid contracts over \$25,000.00, explain why this acquisition is required and how this acquisition meets at least one of the following criteria: a) provision of essential services; b) required for public health or safety; c) emergency as defined in city ordinance. d) the acquisition is necessary to avoid financial loss to the city.

d) This product is directly tied to the grant funding from the US Soccer Foundation. The City would stand to lose the \$100,000 grant if the lights are not purchased.

**2. Provide the background of events leading to this acquisition.**

A grant was awarded to the City of Sacramento in the amount of \$100,000 by the US Soccer Foundation to construct a lighted artificial turf this is lighting portion of that grant.

**3. Describe the uniqueness of the acquisition (why was the good/service/supplier chosen?)**

A grant was awarded to the City of Sacramento in the amount of \$100,000 by the US Soccer Foundation to construct a lighted artificial turf this is lighting portion of that grant.

**4. What are the consequences of not purchasing the good/service or contracting with the proposed supplier?**

The project would not be completed.

**5. What market research was conducted to substantiate no competition, including evaluation of other items considered?**

(Provide a narrative of your efforts to identify other similar or appropriate goods/services, including a summary of how the department concluded that such alternatives are either inappropriate or unavailable. The names and addresses of suppliers contacted and the reasons for not considering them must be included OR an explanation of why the survey or effort to identify other goods/services was not performed.)

A grant was awarded to the City of Sacramento in the amount of \$100,000 by the US Soccer Foundation to construct a lighted artificial turf this is lighting portion of that grant. This Product is directly tied to the grant from the US Soccer Foundation, accepted by the City Council on August 29, 2006.

**B. PRICE ANALYSIS**

**1. How was the price offered determined to be fair and reasonable?**

(Explain what the basis was for comparison and include cost analyses as applicable.)

This pricing is their standard product pricing, the cost savings come in the form of funding (\$100,000) from the US Soccer Foundation Grant which offset final costs.

**2. Describe any cost savings realized or costs avoided by acquiring the goods/services from this supplier**

A grant was awarded to the City of Sacramento in the amount of \$100,000 by the US Soccer Foundation to construct a lighted artificial turf this is lighting portion of that grant. This Product is directly tied to the grant from the US Soccer Foundation, accepted by the City Council on August 29, 2006.





Control #

Routing Date :

Sole Source Non-Competitive Bid/ Contract Justification Form. Musco Lighting for \$134,688.

City Council approved the US Soccer Foundation Grant on August 29, 2006, Resolution 1006-648, authorizing the City Manager to negotiate the sole source contract in the best interests of the City, as it is a requirement of accepting the funding from the US Soccer Foundation.

From:	Initial Here  _____ 10/10/06	Date <u>9-22-06</u> _____
Director: Bob Overstreet	_____	_____

Comments from Director:

**Please indicate disposition of document when signed:**

<input checked="" type="checkbox"/>	Forward to Tim Hopper
<input type="checkbox"/>	Call for pick-up (name and phone number) _____
<input type="checkbox"/>	Other _____