



CITY OF GRAND JUNCTION, COLORADO

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CONTRACT

This CONTRACT made and entered into this 7<sup>th</sup> day of July, 2022 by and between the City of Grand Junction, Colorado, a government entity in the County of Mesa, State of Colorado, hereinafter in the Contract Documents referred to as the "Owner" and Musco Sports Lighting LLC hereinafter in the Contract Documents referred to as the "Contractor."

WITNESSETH:

WHEREAS, the Contractor shall furnishing all labor, services, supplies, equipment, materials, and everything necessary and required for the Project described by the Contract Documents and known as Lighting Project for the Lincoln Park Pickleball Courts and Canyon View Park Tennis Courts SS-5095-22-DH.

WHEREAS, the Contract has been awarded to the above-named Contractor by the Owner, and said Contractor is now ready, willing and able to perform the Services specified in accordance with the Contract Documents;

NOW, THEREFORE, in consideration of the compensation to be paid the Contractor, the mutual covenants hereinafter set forth and subject to the terms hereinafter stated, it is mutually covenanted and agreed as follows:

ARTICLE 1

Contract Documents: It is agreed by the parties hereto that the following list of instruments, drawings, and documents which are attached hereto, bound herewith, or incorporated herein by reference constitute and shall be referred to either as the "Contract Documents" or the "Contract", and all of said instruments, drawings, and documents taken together as a whole constitute the Contract between the parties hereto, and they are fully a part of this agreement as if they were set out verbatim and in full herein:

The order of contract document governance shall be as follows:

- a. The body of this contract agreement
- b. Negotiated Terms and Conditions, Insurance Requirements, Scope of Work, and Pricing Proposal, Lighting Project for the Lincoln Park Pickleball Courts and Canyon View Park Tennis Courts;
- c. Solicitation documents;
- d. Services Change Requests (directing that changed Services be performed);

e. Change Orders.

ARTICLE 2

Contract Services: The Contractor agrees to furnish all labor, tools, supplies, equipment, materials, and all that is necessary and required to complete the tasks associated with the Services described, set forth, shown, and included in the Contract Documents as indicated in the Contract Document.

ARTICLE 3

Contract Time: Time is of the essence with respect to this Contract. The Contractor hereby agrees to commence Services under the Contract upon execution of this contract, and to achieve Substantial Completion and Final Completion of the Services within the time or times specified in the Contractor's Proposal.

ARTICLE 4

Contract Price and Payment Procedures: The Contractor shall accept as full and complete compensation for the performance and completion of all of the Services specified in the Contract Documents, the sum of **Six Hundred Ten Thousand Five Hundred Sixty and 00/100 Dollars (\$610,560.00)**. **This amount does not include the Adder of 2 Additional Courts (East) item.** If this Contract contains unit price pay items, the Contract Price shall be adjusted in accordance with the actual quantities of items completed and accepted by the Owner at the unit prices quoted in the Contractor's Proposal. The amount of the Contract Price is and has heretofore been appropriated by the Grand Junction City Council for the use and benefit of this Project. The Contract Price shall not be modified except by Change Order or other written directive of the Owner. The Owner shall not issue a Change Order or other written directive which requires additional Services to be performed, which Services causes the aggregate amount payable under this Contract to exceed the amount appropriated for this Project, unless and until the Owner provides Contractor written assurance that lawful appropriations to cover the costs of the additional Services have been made.

Unless otherwise provided in the Contract, monthly partial payments shall be made as the Services progresses. Applications for partial and Final Payment shall be prepared by the Contractor and approved by the Owner in accordance with the Contract.

ARTICLE 5

Contract Binding: The Owner and the Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto in respect to all covenants, agreements and obligations contained in the Contract Documents. The Contract Documents constitute the entire agreement between the Owner and Contractor and may only be altered, amended or repealed by a duly executed written instrument. Neither the Owner nor the Contractor shall, without the prior written consent of the other, assign or sublet in whole or in part its interest under any of the Contract Documents and specifically, the Contractor shall not assign any moneys due or to become due without the prior written consent of the Owner.



Quote

Date: 6/24/2022  
To: Ken Sherbenou  
Parks and Recreation Director

Project: Canyon View Tennis  
Grand Junction, CO  
Ref: 191678

Sourcewell

Master Project: 199030, Contract Number: 071619-MSL, Expiration: 08/27/2023  
Category: Sports lighting with related supplies and services

All purchase orders should note the following:  
Sourcewell purchase – contract number: 071619-MSL

Quotation Price – Materials Delivered to Job Site and Installation

Lighting

12 Tennis Courts – 6 Over 6 ..... \$ 427,238.00

Adder: 2 Additional Courts (East).....\$ 123,374.00

Sales tax, bonding, labor, and unloading of the equipment are included.  
Pricing furnished is effective for 60 days unless otherwise noted and is considered confidential.

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

Guaranteed Lighting Performance

- Guaranteed light levels of 50 footcandles and uniformity of 2:1

System Description

- Pre-cast concrete bases with integrated lightning grounding
- Galvanized steel poles
- Factory wired and tested remote electrical component enclosures
- Pole length, factory assembled wire harnesses
- Factory wired poletop luminaire assemblies
- Factory aimed and assembled luminaires
- UL Listed assemblies

Environmental Light Control

- Spill light minimized at property line to 0 footcandles
- Off-site glare light minimized at property line to 15 candela

Control Systems and Services

- Player-activated pushbutton control system with strobe to provide timed on/off control
- 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
- Support from Musco’s Lighting Services Team – over 170 Team members dedicated to operating and maintaining your lighting system – plus a network of 1800+ contractors



## Quote

### ***Installation Services Provided***

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[See attached scope of work]

### ***Payment Terms***

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Musco's Credit Department will provide payment terms.

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

Musco Sports Lighting, LLC  
Attn: Amanda Hudnut  
Fax: 800-374-6402  
Email: musco.contracts@musco.com

**All purchase orders should note the following:  
Sourcewell purchase – contract number: 071619-MSL**

### ***Delivery Timing***

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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 locations.

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***

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Quote is based on:

- Shipment of entire project together to one location.
- 480 Volt, 3 Phase electrical system requirement.
- Structural code and wind speed = IBC 2018, 115 mi/h, Exposure C
- Owner is responsible for getting electrical power to the site, coordination with the utility, and any power company fees.
- Includes supply and installation of Musco system including underground wiring and conduit, service entrance panel board, and controls by a licensed contractor.
- Standard soil conditions – rock, bottomless, wet or unsuitable soil may require additional engineering, special installation methods and additional cost.
- Confirmation of pole locations prior to production.

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

**Stephen Baker**  
**Sales Representative | Colorado**  
Musco Sports Lighting, LLC  
Mobile: 720/614-1115  
E-mail: Stephen.baker@musco.com



## Quote

### Canyon View Park Tennis Grand Junction, CO 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. 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.
4. Pay any power company fees and requirements.
5. Pay all permitting fees as required.
6. Provide area on site for disposal of spoils from foundation excavation.
7. Provide area on site for dumpsters, storage and staging.
8. Costs for special inspections, concrete testing, geotechnical survey as required.

#### Musco Responsibilities:

1. Provide required foundations, poles, electrical enclosures, luminaires, wire harnesses, and control cabinets.
2. Provide Project Management as required.
3. Provide stamped foundation designs based on soils that meet or exceed those of a Class 5 material as defined by 2018 IBC Table 1806.2.
4. Assist our installing subcontractor and ensure our responsibilities are satisfied.

#### Subcontractor Responsibilities

##### General:

1. Obtain any required permitting, Musco customer to pay costs.
2. Contact local locating company 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.



## Quote

7. Provide adequate security to protect Musco delivered products from theft, vandalism or damage during the installation.
8. Keep all heavy equipment off of playing surfaces and sensitive areas when possible, using ground protection as necessary. 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 (12) Light Structure System 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 (12) assembled Light Structure System poles and aim utilizing the pole alignment beam.

### **Electrical:**

1. Provide labor, materials, and equipment to reuse and/or upgrade as necessary the existing electrical service panels.
2. Provide labor, materials, and equipment to install all underground conduit, wiring, pull boxes etc. and terminate wiring as required.
3. Directional boring to be used for conduit installation.
4. Install (6) Musco provided player activated push button and strobe systems. Provide bollards or pedestals as necessary for each push button location.
5. Provide stamped electrical drawings based on CAD drawings provided by others.
6. Provide as-built drawings on completion of installation as required.

### **Control System:**

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



## Quote

**CODE OF CONDUCT**

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

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

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

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

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





## Quote

- i. Jobsite shall be policed daily for compliance to the above conditions.
  - j. Subcontractor's employees and agents are prohibited from using drugs and alcohol on the Project property or being under the influence of alcohol or drugs while performing work on the Project. Anyone observed participating in or observed under the influence will be removed from the Project immediately and prohibited from returning, with no exceptions.
2. CONFORMANCE TO STANDARD MUSCO INSTALLATION GUIDELINES.
- a. Review and understand installation instructions are provided with every product installation.
  - b. Education of installation personnel to allow for highest efficiency and lowest possibility of failure.
  - c. Verify that components have been assembled per Musco installation instructions.
  - d. Verify plumb of concrete foundations prior to standing of poles.
3. PROVIDING A QUALITY INSTALLATION TEAM.
- a. Subcontractor's work directly reflects the quality of the installation and may indirectly relate to the quality of the product upon which Musco's reputation is built.
  - b. Provide and maintain quality installation equipment. Records of maintenance and/or calibration shall be provided upon request.
  - c. Personnel shall be knowledgeable in operation of equipment as well as installation of Musco product.
  - d. All personnel provided by Subcontractor shall understand the relationship developed by and between Subcontractor and Musco, also by and between Musco and the customer, and act accordingly.



# Quote

**Date:** 6/24/2022  
**Expiration date:** 7/24/2022  
**To:** Ken Sherbenou  
Parks and Recreation Director

**Project:** Lincoln Park Pickleball  
Grand Junction, CO  
**Ref:** 191676

**Sourcewell**  
**Master Project:** 199030, **Contract Number:** 071619-MSL, **Expiration:** 08/27/2023  
**Category:** Sports lighting with related supplies and services

**All purchase orders should note the following:**  
**Sourcewell purchase – contract number: 071619-MSL**

## **Quotation Price – Materials Delivered to Job Site and Installation**

### **Lighting**

**20 Pickleball Courts – 20 footcandles ..... \$ 183,322.00**  
**Pickleball 1-4 (60'x130') ; Pickleball 5-8 (80'x120'); Pickleball 9-20 (240'x130')**

*Sales tax is 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.*

## **SportsCluster® System with Total Light Control – TLC for LED™ technology**

### **Guaranteed Light Performance**

- Guaranteed light levels

### **System Description**

- Factory aimed and assembled luminaries

### **Environmental Light Control**

- Spill light minimized
- Off-site glare light minimized

### **Control Systems and Services**

- Player-activated pushbutton control system with strobe to provide timed on/off control
- 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 10 years
- Support from Musco’s Lighting Services Team – over 170 Team members dedicated to operating and maintaining your lighting system – plus a network of 1800+ contractors
- 10-year materials warranty, with onsite labor included

## **Musco Scope**

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

### **Installation Services Provided**



## Quote

[See attached scope of work]

### **Responsibilities of Buyer**

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- 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

### **Payment Terms**

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Musco's Credit Department will provide payment terms.

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

Musco Sports Lighting, LLC  
Attn: Amanda Hudnut  
Fax: 800-374-6402  
Email: musco.contracts@musco.com

**All purchase orders should note the following:  
Sourcewell purchase – contract number: 071619-MSL**

### **Delivery Timing**

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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**

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Quote is based on following conditions:

- Shipment of entire project together to one location.
- 240 Volt, single phase electrical system requirement. Voltage and phase system requirements to be confirmed.
- Structural code and wind speed = IBC 2018, 115 mi/h, Exposure C
- Due to the built-in custom light control per luminaire, pole or luminaire locations need to be confirmed prior to production. Changes to pole or luminaire locations after the product is sent to production could result in additional charges.
- Product assurance and warranty program is contingent upon site review and compatibility with Musco's lighting system.

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

**Stephen Baker**  
**Sales Representative | Colorado**  
Musco Sports Lighting, LLC  
Mobile: 720/614-1115  
E-mail: Stephen.baker@musco.com



## Quote

**Lincoln Park Pickleball  
Grand Junction, CO  
Retrofit Scope of Work**

**Customer Responsibilities:**

1. Complete access to the site for construction using 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. Ensure existing poles are structurally adequate to handle new fixture loading.
4. Ensure usability of existing underground wiring.
5. Pay any necessary power company fees and requirements.
6. Pay all permitting fees.
7. Provide any existing as-built documents or drawings.

**Musco Responsibilities:**

1. Provide required fixtures, electrical enclosures, mounts, hardware, wire harnesses for (7) poles and control cabinet.
2. Provide fixture layout and aiming diagram.
3. Provide Project Management as required.
4. Assist our installing subcontractor and ensure our responsibilities are satisfied.

**Subcontractor Responsibilities****General:**

1. Obtain any required permitting, Musco customer to pay costs.
2. Contact locating company for locating underground public utilities and confirm they have been clearly marked as required.
3. Contact the facility owner/manager to confirm the existing private underground utilities 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 surfaces when possible, using ground protection when needed. Repair damage to site which exceeds that which would be expected.
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. Musco to be immediately notified of any breaks in schedule or delays.

**Demolition:**

1. Remove and dispose of the existing fixtures, and electrical enclosures. This will include the recycling of lamps, aluminum reflectors, ballast, and steel, as necessary.
2. Leave existing ground wires and power feed in place for connection to new lighting equipment.

**Retrofit Musco Equipment to Existing Poles:**

1. Provide labor, materials, and equipment to assemble and install Musco TLC for LED® equipment on (7) existing poles and terminate grounding and power feed. Power feed may need to be reworked to adapt to the new Musco equipment.
2. Ensure grounding components meet minimum standards required by NEC and NFPA780.
3. For steel poles provide new ground rod and pole bonding conductor per NFPA Annex A.1.6.



## Quote

4. Down conductor shall be converted to copper wire for any underground runs and bonded to ground rod(s).
5. Ensure all Musco components are bonded to both equipment and lightning grounds. No upward sweeps allowed for lightning down conductor or bonding jumper(s). See installation instructions for further information.
6. Test ground resistance with 3-point megger and confirm 25 ohms or less for each pole. Install additional ground rods or create grounding grid until resistance of 25 ohms or less is achieved.

### **Electrical:**

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

### **Control System:**

1. Provide labor, equipment, and materials to install (1) 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. Install (1) Musco provided player activated push button and associated strobe light. Push button to be located near existing control. Strobe light to be mounted in similar location in view of adjacent courts.
4. Check all zones to make sure they work in both auto and manual mode.
5. Commission Control-Link® by contacting Control-Link Central™ at 877-347-3319.



## Quote

CODE OF CONDUCT

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

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

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

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

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



## Quote

- j. Subcontractor's employees and agents are prohibited from using drugs and alcohol on the Project property or being under the influence of alcohol or drugs while performing work on the Project. Anyone observed participating in or observed under the influence will be removed from the Project immediately and prohibited from returning, with no exceptions.
2. CONFORMANCE TO STANDARD MUSCO INSTALLATION GUIDELINES.
    - a. Review and understand installation instructions are provided with every product installation.
    - b. Education of installation personnel to allow for highest efficiency and lowest possibility of failure.
    - c. Verify that components have been assembled per Musco installation instructions.
    - d. Verify plumb of concrete foundations prior to standing of poles.
  3. PROVIDING A QUALITY INSTALLATION TEAM.
    - a. Subcontractor's work directly reflects the quality of the installation and may indirectly relate to the quality of the product upon which Musco's reputation is built.
    - b. Provide and maintain quality installation equipment. Records of maintenance and/or calibration shall be provided upon request.
    - c. Personnel shall be knowledgeable in operation of equipment as well as installation of Musco product.
    - d. All personnel provided by Subcontractor shall understand the relationship developed by and between Subcontractor and Musco, also by and between Musco and the customer, and act accordingly.

