

**CITY OF BOONVILLE
SPECIAL COUNCIL MEETING
AGENDA
October 23, 2017
8:00 a.m.
City Council Chambers
525 E. Spring Street
Boonville, Missouri**

I. Call to Order – Pledge and Prayer – (Morris Carter)

II. Roll Call

III. Unfinished Business

- A) First and Second Reading of Bill No. 2017-034 Authorizing an Agreement with Qualite Sports Lighting, LLC for Lighting of 6 Fields at Soccer Complex and Repealing Ordinance 4456

IV. Adjourn

NOTICE: The City of Boonville will comply with the Americans with Disabilities Act (ADA). Individuals who require an accommodation due to disability to attend this meeting should contact our office at 660-882-2232 or Relay Missouri, 1-800-735-2966 TTY at least 48 hours in advance.

BILL NO. 2017-034

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BOONVILLE, MISSOURI AUTHORIZING EXECUTION OF A NEW CONTRACT WITH QUALITE SPORTS LIGHTING, LLC FOR PURCHASE AND INSTALLATION OF THE LED SPORTS LIGHTING SYSTEM FOR 6 FIELDS AT THE CITY SOCCER COMPLEX AT BOONVILLE HIGH SCHOOL AND REPEALING ORDINANCE 4456

WHEREAS, Qualite Sports Lighting, LLC was selected by the Council as the vendor for the LED sports lighting system at the soccer complex under construction at the high school; and

WHEREAS, the parties have arrived at agreement on final plans for the field lighting system and the terms and conditions of delivery, installation and payment therefor; and

WHEREAS, the attached contract, marked **Exhibit A**, embodies the full agreement by and between Qualite Sports Lighting, LLC and the City for the completion of this part of the soccer complex project and is a substitute for a contract approved by the Council for execution by the Mayor on October 2, 2017; and

WHEREAS, the substitute contract at **Exhibit A** hereto is virtually identical to the previous contract in all material respects.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BOONVILLE, MISSOURI, AS FOLLOWS:

SECTION 1: That the City of Boonville, Missouri hereby authorizes the City Administrator to execute on its behalf the contract with Qualite Sports Lighting, LLC attached hereto as **Exhibit A** and incorporated by reference as if fully set forth herein.

SECTION 2: That this Ordinance authorizing execution of the contract is effective immediately, and the attached contract shall be executed by the City such that it will take effect and be in full force from and after the date on which it has been signed by both parties.

SECTION 3: In that the attached contract is a substitute for the one previously approved by the Council under Ordinance 4456, that Ordinance shall be and is hereby repealed.

FIRST AND SECOND READING: October 23, 2017

**READ FOR THE SECOND TIME AND PASSED THIS 23rd DAY OF OCTOBER, 2017
AFTER A COPY OF THIS ORDINANCE AND REFERENCED AGREEMENT HAVE
BEEN MADE AVAILABLE FOR PUBLIC INSPECTION PRIOR TO ITS FIRST
READING AT THIS SPECIAL MEETING OF THE COUNCIL.**

PRESIDENT OF THE COUNCIL

APPROVED THIS 23rd DAY OF OCTOBER, 2017

MORRIS CARTER, MAYOR PRO TEM

ATTEST:

TERESA STUDLEY, CITY CLERK

**CONTRACT FOR INSTALLATION OF LED LIGHTING SYSTEM AND ELECTRICAL ADDERS TO FIVE (5)
SOCCER FIELDS AND ONE (1) MIXED USE ATHLETIC FIELD AT THE CITY SOCCER COMPLEX AT
BOONVILLE HIGH SCHOOL**

THIS CONTRACT, made and entered into this 18 day of October, 2017, by and between Qualite Sports Lighting, LLC, a Delaware limited liability company duly registered with the State of Missouri, whose legal address is 215 West Mechanic Street, Hillsdale, Michigan 49242, which company shall hereinafter be referred to as CONTRACTOR; and the City of Boonville, a Missouri municipal corporation, organized and existing as a third class city, hereinafter referred as the CITY;

WTINESSETH:

For and in consideration of the mutual promises and covenants hereinafter made, the CONTRACTOR and CITY mutually agree as follows:

1. SCOPE OF WORK

1.1 CONTRACTOR agrees to furnish, install and construct all components of the Qualite LED GameChanger System on Qualite poles for all six (6) fields at the soccer complex at Boonville High School, which is to include Electrical Adders from Reinhold Electric (as subcontractor for Qualite Sports Lighting, LLC). CONTRACTOR warrants that the price herein is for turn-key service and final installation and acknowledges that CONTRACTOR will begin this project as soon as possible, at the designated work site, which is understood to be sub-grade at the outset.

1.2 All work set forth in this Agreement is to be performed by CONTRACTOR in an expeditious, diligent, and workmanlike fashion with all labor, materials, equipment, and services necessary to complete it being provided by CONTRACTOR in full accord with all representations in the project submittal packet with incorporated drawings, product specifications, warranties and other materials contained in attachments A through L along with CONTRACTOR's price proposal/scope of work dated 8/28/17 (Design QL# 18832 D25) with 25-year (or 15,000-hour) warranty on lighting and lifetime warranted concrete PLUS Electrical Adders dated 9/14/17 and reasonably inferable from those project materials. The price proposal, scope of work, and adders are marked as Exhibit 1 (attached) and incorporated by reference as if fully set forth in this contract as are the aforementioned submittal attachments A – L. Also incorporated herein are electrical engineering specification sheets 260510-1 through 6 (ELECTRICAL WORK – GENERAL), 260520-1 through 4 (ELECTRICAL WIRES AND CABLES), 260533-1 through 5 (RACEWAY AND BOXES FOR ELECTRICAL SYSTEMS), 260553-1

through 5 (ELECTRICAL IDENTIFICATION), 262726-1 through 3 (WIRING DEVICES), 262816-1 through 4 (ENCLOSED SWITCHES AND CIRCUIT BREAKERS), 262416-1 through 5 (PANELBOARDS); and MECO Engineering Drawing Sheets E1 (Fields 1 & 2), E2 (Field 3), E3 (Fields 6 & 7), and E4 (Electric Riser Diagram).

2. PRICE

- 2.1 Price is the full compensation for performance by the CONTRACTOR of the work and delivery of the other goods and services specified above. The CITY shall pay the sum of Nine Hundred Eight Thousand, Nine Hundred Ninety Dollars (\$908,990).
- 2.2 CONTRACTOR shall fully perform all work described in this and other project documents associated with and included with the project submittal packet, along with the scope of work and adders submitted on and before September 14, 2017. All work under this Agreement shall be finished and delivered to the specifications herein and according to the associated design/drawings in the specification packet and those furnished by MECO Engineering for incorporation in this project, as identified in the Scope of Work (Section 1.2 supra).

3. CONTRACT TIME

Commencement date: Work under this agreement shall commence on or after the CONTRACTOR's receipt of the CITY's written notice to proceed.

Substantial Completion: 180 working days from the notice to proceed.

Payment terms: CONTRACTOR shall submit requests for progress payments to be reviewed and approved by the CITY. CITY shall retain 5% of the total value of this Agreement until completion and acceptance of all work subject to this contract and delivery of certificates and documents required under this Agreement.

- 3.1 Liquidated damages based on the substantial completion date shall apply. As the CITY will incur and suffer damages which are difficult to determine and specify, in the event the project described in CONTRACTOR's proposals and scope of work is not agreed as substantially complete by the date listed above, as may be amended by subsequent Change Order, CONTRACTOR will pay the CITY Five Hundred Dollars (\$500) per day as liquidated damages for

each day beyond the substantial completion date that work must continue for CONTRACTOR to meet all of its obligations under this Agreement.

- 3.2 Liquidated damages and other remedies shall not apply when CONTRACTOR is not at fault for delays due to circumstances over which CONTRACTOR has no control such as acts or omissions by the CITY that change the flow and sequencing of the work, discovery of hazardous materials or concealed or unknown conditions, delays authorized by the CITY pending dispute resolution with the CITY, unforeseeable transportation delays, labor disputes which are out of the control of CONTRACTOR, adverse weather conditions which could not be reasonably anticipated or natural disaster.

4. SITE ACCEPTANCE

- 4.1 The CITY understands and agrees that the CONTRACTOR has no knowledge of subsurface soil conditions. The CITY agrees to take full liability as pertains to the design of the lighting pole foundations and or the additional cost for such foundations. The CITY also acknowledges that in the event that impassable rock, high water table, sandy conditions or other unknown conditions that might arise will be remedied at the CITY'S expense in the form of an agreed upon change order.
- 4.2 The CONTRACTOR has informed itself fully as to the conditions relating to the construction and labor under which the work will be performed and agrees, as far as possible, to employ such methods and means in carrying the work as will not cause interruption or interference with any other contractor or the CITY working on or adjacent to any of the fields identified in this document.
- 4.3 The City has provided preferred routes for ingress and egress to the site and Contractor shall not be liable for any damages caused by heavy equipment traffic as long as Contractor utilizes the routes provided by the City.

5. CONTRACTOR'S RESPONSIBILITIES

- 5.1 The CONTRACTOR shall provide and pay for labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, and all other services and facilities necessary to execute, complete and deliver the work within the specified time.
- 5.2 CONTRACTOR shall be responsible for supervision and coordination of the work, including selection and implementation of the means, methods, techniques, sequences and procedures to use in achieving quality work and a first-rate lighting system.
- 5.3 CONTRACTOR shall be responsible for securing a City business license and obtaining all permits, licenses, and renewals to keep the project moving and to maintain compliance with all applicable government regulations.
- 5.4 CONTRACTOR shall be responsible for payment of all applicable taxes associated with the materials, work and merchandise to be delivered under this Agreement. A tax exempt certificate will be provided by the CITY for use in securing available tax exemptions, to be used at CONTRACTOR's discretion.
- 5.5 The CONTRACTOR shall secure and maintain such insurance policies as will protect itself, its subcontractors, the School District and the CITY from claims from bodily injuries, death or property damage which may arise from the operations under this contract, whether such operations be by the CONTRACTOR or by any subcontractor, employee, or agent.
- 5.6 The CONTRACTOR shall be responsible for and shall pay for any royalties or license fees and shall defend all suits or claims for infringement of any patent rights and shall indemnify and hold CITY harmless from loss on account thereof.
- 5.7 Adequate sanitary conveniences for the use of persons employed on the work of this contract shall be procured, installed and maintained by the CONTRACTOR for the comfort and convenience of its employees without nuisance to the surrounding occupants of the land. All such temporary stations shall be removed from the premises, along with any trash, debris or litter.
- 5.8 The CONTRACTOR shall conduct all work in such a manner so as not to endanger existing utilities, whether shown on drawings or not. The CONTRACTOR shall bear the costs of repairs or damages resulting from its own carelessness, lack of due diligence or neglect in locating and protecting utilities.

6: CITY'S RESPONSIBILITIES

- 6.1 While the CITY will assist with getting CONTRACTOR the most optimally free work zones to carry out this project, either CITY or the School District or both may elect to perform work at the site. CITY and CONTRACTOR agree to work together, and coordinate with the School District when necessary, to agree upon fair and reasonable schedules and

operational procedures for other work activities at the site, if others besides CONTRACTOR will require access for purposes besides mere observation. Contract price and time may be equitably adjusted in accordance with the Agreement for any changes in work flow that must be made by CONTRACTOR in order to coordinate other construction activities and schedules affecting the project described and provided for herein.

- 6.2 Any work necessary to be performed after regular work hours, on Sundays or legal holidays, shall be performed without additional expense to the CITY.
- 6.3 CITY shall provide the lands upon which the work under this contract is to be done and the rights of access to same. Any delay or interruption in the furnishing of or access to these lands by the CITY shall be deemed proper cause for an adjustment to the time of completion by the CONTRACTOR.

7. MISCELLANEOUS

Safety: CONTRACTOR shall have overall responsibility for safety precautions and programs implemented in the performance of the work for which CONTRACTOR has been hired and agrees to take responsibility and all reasonable measures to make sure subcontractors, including Reinhold Electric and any others engaged on the project, will likewise be responsible for the safety of persons and/or property under their control while working on the project and for compliance with applicable laws. CONTRACTOR agrees to take such commercially reasonable measures as will protect its employees and other persons at the work site and materials, property and equipment from any loss, injury or damage during construction, whether persons or property at the site are part of the project or not.

Hazardous materials or contamination: Any hazardous material (as is now or may be hereafter identified under any federal, state or local law or regulation as requiring special handling, cleanup or remediation) will not be the responsibility of the CONTRACTOR so long as it was not brought to or created by any of CONTRACTOR's activity on the work premises.

8. WARRANTIES

- 8.1 CONTRACTOR warrants that all materials and equipment shall be new unless otherwise specified, of good quality, and delivered in conformance with the Agreement and project documents and specifications submitted to the CITY. All goods provided shall be free from defective workmanship and materials and all work done under this Agreement shall be without material defects not intrinsic in the design or materials required under the contract documents. CONTRACTOR's warranty does not include remedies for defects or damages caused by normal wear and tear during normal usage, use for a purpose for which the project was not intended, improper or insufficient maintenance, modifications performed by the CITY or others, or abuse. CONTRACTOR's warranty shall commence on the date of Substantial Completion of the Work, or of a designated portion thereof.
- 8.2 To the extent products, equipment, systems or materials incorporated in the work are specified and purchased by the CITY, they shall be covered exclusively by the warranty of the manufacturer. There are no warranties that extend beyond the description on the face of any such warranty.
- 8.3 CONTRACTOR shall obtain from its Subcontractors and Suppliers any special or extended warranties required by this Agreement and other contract documents provided to the CITY. CONTRACTOR's liability for such warranties and extensions shall be limited to the one-year correction period provided for in the section below. After that period, CONTRACTOR shall provide reasonable assistance to the CITY in securing compliance with the obligations of Subcontractors and Suppliers for such extended warranties. CONTRACTOR expressly agrees to provide the CITY with all documents necessary and convenient for the CITY to secure the full protection of the Qualite 25-year (or 15,000-hour) warranty and the Lifetime Warranted concrete as described in the Scope of Work Price Proposal.
- 8.4 If, prior to the Date of Substantial Completion and within one year thereafter, any portion of the work secured under this Agreement is found to be non-conforming with the proposal accepted by the CITY and promised under this Agreement, CITY shall promptly notify the CONTRACTOR of the defect(s) in writing. Unless CITY also provides written acceptance of the non-conforming condition for negotiated consideration, CONTRACTOR shall promptly correct any defects at its own cost of time, labor and materials required.

9. SCHEDULE OF WORK

- 9.1 CONTRACTOR shall submit a tentative schedule of work, showing the dates on which the CONTRACTOR expects to begin and to complete various portions of the project. (Which Schedule is attached hereto and incorporated herein.) CONTRACTOR shall coordinate the sequencing of work with the CITY. The CITY will make every effort to ensure that there is minimal interference with the CONTRACTOR's plans or personnel as they are expected to be located according to the tentative schedule. In the event there is undue interference with the scheduled work, CONTRACTOR may seek equitable adjustment of time and/or price to offset the cost of unexpected delays.
- 9.2 CONTRACTOR may request or CITY may order changes to the work or to the timing and sequencing of the work that impacts the contract price and time, which shall be formalized in a Change Order. The parties shall undertake good faith negotiation to arrive at a mutually satisfactory Change Order when the need arises, and the CITY shall not unreasonably withhold its authorization of a negotiated Change Order.
- 9.3 CONTRACTOR submittals identifying completion of certain portions of the work identified herein shall identify, in writing, any changes, deviations, or substitutions from the requirements of the contract as contained in this document and CONTRACTOR's project submittal packet. The acceptance or approval of any of CONTRACTOR's progress submittals for the project shall not be deemed to authorize deviations, substitutions, or changes in the requirements of the project documents unless a Change Order has been submitted and approved by the City Administrator or his designee.
- 9.4 CONTRACTOR shall regularly remove debris and waste materials from the worksite as such items are discarded and no longer useful to the advancement of the goals of completing the project. CONTRACTOR shall minimize dust and debris resulting from its work, and at the completion of its work, shall remove all construction equipment, tools, surplus materials, waste materials and other debris.

10. PAYMENTS

- 10.1 The City shall pay the contract price in accordance with the attached Schedule of Values.
- 10.2 No later than seven (7) days after completion of each line item number on the Schedule of Values, CITY shall give written notice to the CONTRACTOR disapproving or partially disapproving the amount requested, specifying the reason(s) for refusal or amendment of the payment request as listed above. Once the reason for non-payment has been removed or cured, payment shall be made of all amounts previously withheld.
- 10.3 If for any reason, which is not the fault of the CONTRACTOR, payment is not received from the CITY within thirty (30) days of the time it is requested of the CITY in writing, and upon additional written notice of such past due balance having been served to the CITY for at least three (3) additional business days, CONTRACTOR may stop work until such payment is received without suffering any prejudice in its rights and other remedies under this Agreement. If the CONTRACTOR incurs costs or is delayed as a result of such an authorized work stoppage and any attendant shutdown, delay or restart, CONTRACTOR may seek an equitable adjustment of the contract price or contract time.
- 10.4 When the substantial completion of the work or some designated portion thereof is achieved, CONTRACTOR shall prepare a Certificate of Substantial Completion that shall establish a rebuttable presumption as to the date that the work has been completed.
- 10.5 Upon acceptance by the CITY of the Certificate of Substantial Completion, the CITY shall pay to the CONTRACTOR the remaining retainage held by the CITY for the work described in the Certificate of Substantial Completion less a sum equal to one hundred fifty percent (150%) of the estimated cost of completing or correcting the remaining items on that part of the work, as agreed to by the CITY and CONTRACTOR, as necessary to achieve final completion. Uncompleted items shall be completed by the CONTRACTOR in a mutually agreed timeframe. CITY shall pay the CONTRACTOR monthly out of the retainage balance as items are completed and accepted as finished by the CITY.
- 10.6 In the case of underpayment of wages by the CONTRACTOR or by any subcontractors or laborers or mechanics employed by the CONTRACTOR or subcontractor for the work covered by this contract, the CITY may withhold from the CONTRACTOR as much of any payments owed to it to cover the full amount of wages required to be paid them.

11. COMPLIANCE WITH PREVAILING WAGE

- 11.1 This contract is made and entered with full understanding by the CONTRACTOR that it and its subcontractors are required to pay wage rates not less than the prevailing hourly wage rate for each craft or classification of workmen engaged on the work as determined by the Labor and Industrial Commission of the State of Missouri, on behalf of the U.S. Department of Labor and Industrial Relations.
- 11.2 The CONTRACTOR shall comply with all requirements of the prevailing wage law of Missouri, Revised Statutes of Missouri, Sections 290.210 to 290.340, including the latest amendments thereto.
- 11.3 The prevailing wage law does not prohibit payment of more than the prevailing rate of wages nor does it limit the hours of work which may be performed by any workman in any particular period of time.
- 11.4 The CONTRACTOR and each Subcontractor shall keep an accurate record showing the names, occupations and crafts of all workmen employed, together with the number of hours worked by each workman and the actual wages paid to each workman. At all reasonable hours, such records shall be open to inspection by the representatives of the Labor and Industrial Commission of Missouri and to the CITY. The payroll records shall not be destroyed or removed from the state for at least one year after completion of the work and must be submitted to the CITY with each pay request.
- 11.5 Pursuant to Section 290.250 RSMo, the CONTRACTOR shall forfeit to the CITY, as a penalty, ten dollars (\$10.00) for each workman employed, for each calendar day, or portion thereof, such workman is paid less than the stipulated rates for any work done under the contract, by him or by any subcontractor under him.

12. INDEMNITY, INSURANCE, AND BONDS

- 12.1 To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless CITY, CITY'S officers, directors, agents, officials, consultants, employees, engineers and others (the Indemnitees) from all claims for bodily injury and property damage, other than to the work itself, and other property insured, including reasonable attorney fees, costs and expenses, that may arise from the performance of the work, but only to the extent caused by the negligent or intentionally wrongful acts or omissions of the CONTRACTOR or anyone employed directly or indirectly by the CONTRACTOR. To the fullest extent permitted by law, the CITY shall indemnify and hold harmless CONTRACTOR, its officers, agents, directors, members, consultants, employees and subcontractors from all claims for bodily injury and property damage, other than property insured, including reasonable attorney fees, costs and expenses that may arise from the performance of work, but only to the extent caused by the negligent or intentionally wrongful acts or omissions of and by the CITY.
- 12.2 The CITY has reviewed and accepted all insurance and bonding information contained in the program binder submitted for CITY's consideration and approval of the best and final project proposal and hereby accepts them as sufficient for this project. CONTRACTOR shall provide written notice to the CITY, at its earliest knowledge, of any changes to insurance or bond status.
- 12.3 **No limitation on Liability:** In any and all claims against the Indemnitees by any employee of the CONTRACTOR, either directly or indirectly employed by the CONTRACTOR, or anyone for whose acts or omissions the CONTRACTOR may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR under Workers' Compensation acts, disability benefit acts, or other employment benefit acts.
- 12.4 To the extent commercially available to the CONTRACTOR from its insurance company, insurance policies required under this Agreement and demonstrated to the CITY in the

Certificate of Liability Insurance in the CONTRACTOR's proposal, must give the CITY written notice, in paper format, thirty (30) days before coverage is nonrenewed by the insurance company and within ten (10) business days after cancellation of coverage. Before commencing work under this Agreement and upon renewal or replacement of insurance herein specified, CONTRACTOR shall furnish to the CITY certificates of insurance.

13. NOTICES

13.1 Any notice required hereunder shall be deemed sufficient if delivered in person or mailed, first class, postage prepaid

to CONTRACTOR at:

Ms. Georgia Clark
Qualite Sports Lighting, LLC
215 West Mechanic Street
Hillsdale, Michigan 49242

and to the CITY at:

Mr. Irl Tessendorf
City Administrator City of Boonville
401 Main Street
Boonville, MO 65233.

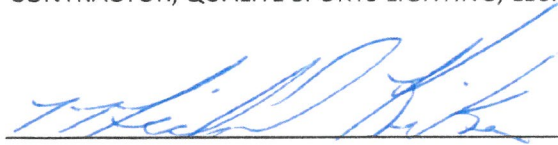
- 13.2 The parties agree that this Agreement has been made from drafts jointly submitted and reviewed by each of them, and that before final approval and execution of this document, each has had sufficient opportunity for review, with counsel if desired, and negotiation of the terms to their own satisfaction. The terms and conditions herein shall be construed neither for nor against either party on the basis of drafting and shall be subject to neutral interpretation in the event of a dispute.

14. ADDRESSING DISPUTES

- 14.1 Claims for additional cost or time shall be given by the CONTRACTOR to the CITY in writing within fourteen (14) days after the occurrence giving rise to the change to the terms specified in the Agreement. Once the parties have jointly agreed on a change, it shall be memorialized in a Change Order and shall become a part of this contract.
- 14.2 In the event of a bona fide dispute between the parties, CONTRACTOR agrees the continue the work and strive to meet the schedule, and the CITY will continue to make payments in order to proceed with the project as a whole.
- 14.3 Should direct and good faith discussions fail to bring any matter in contention to a prompt and amicable resolution to the dispute, the parties shall last resort to litigation in the Circuit Court of Cooper County, Missouri. Litigation shall be the default, not arbitration. Missouri law shall govern.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement, with triplicate copies thereof, on the day and year first above written and each party acknowledges receipt of a fully executed copy of this contract.

CONTRACTOR, QUALITE SPORTS LIGHTING, LLC:



By: Michael Kiker, Construction Services Manager

CITY, City of Boonville:



By: Julie Thacher, Mayor

ATTEST: _____

Teresa Studley, City Clerk

Qualite

SPORTS LIGHTING, LLC

THE NEW GENERATION OF SPORTS LIGHTING

TURNKEY PRICE PROPOSAL SCOPE OF WORK

- ❖ Complete LED Lighting System and poles for all 6 fields (5 soccer & 1 multipurpose) per included Qualite lighting design and photometry layout
- ❖ Based on Design QL# 18832 D25
- ❖ Qualite will provide a 25-Year Warranty on system (15,000 hours)
- ❖ **FREE UPGRADE to Lifetime Warranted concrete** (LEED points)

Total Turnkey price including installation

\$ 828,000.00 original proposal

BREAKDOWN

\$ 210,000.00 install by Reinhold Electric

\$ 618,000.00 system cost

Per the city's request we DEDUCTED one pole from the design on the multipurpose field (- 4,600.00)
ADDED climbing system to Pole S1/S2/S5/S6/S11/S12/S17 (7 poles @ \$1900 each = + 13,300.00)
Making the new totals as follows:

\$ 210,000.00 install by Reinhold Electric

\$ 626,700.00 updated system cost

\$ 836,700.00 Updated Proposal Price

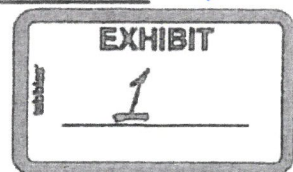
Installation includes:

- Delivery, receiving, and installation of the Qualite LED GameChanger System on poles supplied by Qualite.
- Installation of pipe and wire from the poles to the existing service, around the fields instead of under them. (Based on rough diagram of panel locations provided by city) *ADDITIONAL ELECTRICAL AND UTILITY WORK BEING DETERMINED BY REINHOLD ELECTRIC, AMEREN, AND MECO ENGINEERING...TO BE ADDED TO THE BASE PROPOSAL PRICE ABOVE.
- Assumes good soils and standard backfill foundations
- All work to be done when jobsite is at subgrade

Excluded installation items or more info required:

- Staking/Surveying
- Primary Electrical Installation and Materials
- Power Company Fees
- Taxes (shouldn't be applicable)
- Additional costs for drilling or excavation in non-standard soils such as rock
- Utility Fees

Brian Brader
Representing Qualite Sports Lighting
8/28/2017





THE NEW GENERATION OF SPORTS LIGHTING

ADDERS TO ORIGINAL PROPOSAL &
SCOPE OF WORK

Electrical Adders from REINHOLD ELECTRIC

Field 1 and 2

Provide a 4" primary conduit from the
new Ameren Dip pole with a mule tape to
the new pad mount transformer location
Set the transformer pad in the front side of Field (1)

Remaining Fields

Two separate runs of 2" PVC from two separate transformers
Tie into Racks
Provide and install (4) 4/0t copper in each conduit to feed meter racks
Total footage is approx 1200 linear feet of conduit

Total for above: + \$ 45,290.00

3 pedestals with breakers for the fields and infrastructure to feed lights + \$ 27,000.00

Base Proposal from 8/28/2017 on previous page \$ 836,700.00

Total with Electrical Adders requested by the city \$ 908,990.00

Brian Brader
Representing Qualite Sports Lighting
9/14/2017

A handwritten signature in blue ink, likely belonging to Brian Brader, located at the bottom right of the page.



SCHEDULE OF VALUES

PROJECT:	Boonville Soccer Complex Lighting			
QL#:	18832D25			
Contract Date:	10/18/2017			
Est. Completion	180 days -			

Line Item #	Description of Work / Product	Scheduled Value		
1	Poles / Lighting equipment	\$ 626,700.00	see notes	
2	Site Electrical/Reinhold Elec:			
2a	Conduit Rough in meter banks	\$ 45,290.00	PP	
2b	Meter, panels, racks	\$ 27,000.00	PP	
2c	Underground Conduit to fields	\$ 130,000.00	PP	
2d	Set Poles, pull wire and connect	\$ 80,000.00	PP	
Total Contract		\$ 908,990.00		
NOTES:	Invoice due for poles and lighting 30 days from delivery.			
PP	Invoiced in Progress Payments			
Contact:				
Michael Kiker				
Construction Services Manager				
e-mail: mkiker@qualite.com				
cell: 817-565-6680				