

## **REMOVAL, PURCHASE, AND INSTALLATION SERVICES AGREEMENT FOR LIGHTS AT CHEYENNE SPORTS COMPLEX STADIUM**

This Removal, Purchase, and Installation Services Agreement for Lights at Cheyenne Sports Complex Stadium (the “Agreement”) is made and entered into as of \_\_\_\_\_ (the “Effective Date”) by and between the City of North Las Vegas, a political subdivision of the State of Nevada (“City”), and Musco Sports Lighting, LLC, an Iowa limited liability company (“Provider”; collectively City and Provider may be referred to as the “Parties”).

### **WITNESSETH:**

WHEREAS, the City requires the removal of an existing 50 foot candle light system and installation of a replacement 50 foot candle light system involving the purchase of all the necessary materials to perform such installation (these materials are hereinafter referred to as “Products”), at the Cheyenne Sports Complex Stadium (“Stadium”) located at 3500 East Cheyenne Avenue, North Las Vegas, NV 89030 (the “Project”), as more particularly described in Provider’s Proposal dated August 16, 2020 (the “Quote”), attached hereto as Exhibit A;

WHEREAS, the City desires to have Provider remove the existing light poles at the Stadium and install the Products (“Installation Services”);

WHEREAS, Provider’s lighting systems are currently used by the City at the Stadium and Provider’s lighting systems are used at the City’s most recently constructed and refurbished parks such as Craig Ranch Regional Park, Tropical Breeze Park, and Joe Kneip Park;

WHEREAS Provider represents that it is an authorized reseller and installer of the Products and Provider agrees to sell, deliver, and provide the Installation Services upon the terms and conditions described in this Agreement and the responsibilities detailed in the Quote;

WHEREAS, Provider represents that it has the experience, knowledge, labor, and skill to provide the Installation Services in accordance with generally accepted industry standards, and is willing and able to provide the Installation Services; and

WHEREAS, this Agreement is exempt from competitive bidding and other requirements in NRS Chapters 332 and 338 pursuant to NRS 332.112(1)(b), NRS 332.115(1)(a), NRS 332.115(1)(c), NRS 332.115(1)(d), and NRS 338.011(2).

NOW THEREFORE, in consideration of the above recitals, mutual covenants, and terms and conditions contained herein, the parties hereby covenant and agree to the following:

### **SECTION ONE SCOPE OF SERVICES**

1.1 The Provider shall perform all of its obligations in the manner set forth in this Agreement including, without limitation, selling the Products to the City at the prices and

quantities set forth in the Quote and all related additional or incidental tasks necessary to effectuate the intent of this Agreement.

1.2. The Products shall be new and must meet or exceed the technical specifications detailed in the Proposal or as otherwise specified by the City.

1.3. If the Provider is shipping any of the Products to City prior to performing the Installation Services, the Provider shall ship the Products to a shipping address specified by the City ("Delivery Location") F.O.B. Delivery Location as ordered by the City. Provider bears all risk of loss or damage to the Products until delivery of the Products to the City. Title to the Products passes to the City only after the delivery and unloading of the Products at the Delivery Location is complete. Delivery of the Products is not complete until such Products have physically been received and accepted by the City.

1.4. The Provider shall perform the Installation Services in accordance with Exhibit A, and the terms, conditions, and covenants of this Agreement. Any modification to the Installation Services must be specified in a written amendment to this Agreement that sets forth the nature scope, and payment for the Installation Services as modified by the amendment.

1.5. The Provider shall furnish all user, instruction, or operator manuals for the Products as applicable.

1.6. The Provider shall furnish copies of all standard product warranties, extended warranties, and service and maintenance agreements for the Products from any manufacturer. To the extent possible, the Provider shall transfer or assign such warranties and agreements upon the request of the City.

1.7. The Provider shall promptly notify the City any time that the Provider fails to meet the requirements of this Agreement and shall, at its own expense, promptly take all actions to come back into compliance with this Agreement. If the Provider performs any additional task without obtaining the City's prior written approval, the Provider does so at its own risk and expense.

1.8. The Provider shall at its own expense comply at all times with all municipal, county, state and federal laws, regulations, rules, codes, ordinances, and other applicable legal requirements.

## **SECTION TWO**

### **TERM**

This Agreement shall commence on the Effective Date and will continue to be in effect until the Project is completed on or before June 1, 2021 (the "Term"), unless earlier terminated in accordance with the terms herein. All Services shall be completed by the end of the Term.

### **SECTION THREE COMPENSATION**

3.1. Provider will provide the Products and Installation Services in a not to exceed amount of Three Hundred Ninety Four Thousand Dollars and 00/100 (\$394,000.00), which includes all fees for time and labor, overhead materials, equipment, insurance, licenses, and any other costs. Periodic progress billings will be due and payable within 30 days of presentation of invoice, provided that each invoice is complete, correct, and undisputed by the City. The total not to exceed amount of this Agreement is Three Hundred Ninety Four Thousand Dollars and 00/100 (\$394,000.00).

3.2. No additional compensation shall be paid, and no increase in the time of performance shall be awarded to the Provider without the prior written authorization of the City to proceed with such changes.

3.3. Payment to the Provider shall be made within thirty (30) calendar days after the City receives each invoice from the Provider, provided that such invoice is complete, correct, and undisputed by the City. Upon reconciliation of all errors, corrections, credits, and disputes, payment to the Provider will be paid in full within 30 calendar days. Invoices received without a valid purchase order number will be returned unpaid. The Provider shall submit the original invoice to:

City of North Las Vegas Finance Department  
Attention: Accounts Payable  
2250 Las Vegas Blvd., North, Suite 700  
North Las Vegas, NV 89030

3.4 City and Provider acknowledge that Provider is to perform demolition and removal services for the existing light system at the Stadium as expeditiously as possible. The total not to exceed amount of this Agreement of Three Hundred Ninety Four Thousand Dollars and 00/100 (\$394,000.00) includes these demolition and removal services.

### **SECTION FOUR TERMINATION OR SUSPENSION OF SERVICES**

4.1. This Agreement may be terminated, in whole or in part, with or without cause, by the City upon thirty (30) days written notice to the Provider. In the event of termination, Provider shall be paid compensation for Installation Services properly performed pursuant to the terms of the Agreement up to and including the termination date. The City shall not be liable for anticipated profits based upon Installation Services not yet performed.

4.2. This Agreement may be terminated by the Provider in the event the City defaults in the due observance and performance of any material term or condition contained herein, and such default is not cured within thirty (30) days after the Provider delivers written notice of such default to the City.

4.3. The City may suspend performance by Provider under this Agreement for such period of time as the City, in its sole discretion, may prescribe by providing written notice to the Provider at least ten (10) days prior to the date on which the City will suspend performance. The Provider shall not perform further work under this Agreement after the effective date of the suspension until receipt of written notice from the City to resume performance, and the time period for Provider's performance of the Installation Services shall be extended by the amount of time such performance was suspended. City will also compensate Provider for Provider's reasonable, documented costs incurred as a result of the suspension, including, but not limited to, demobilization, remobilization, and costs to store and protect equipment at the site.

## **SECTION FIVE PROVIDER REPRESENTATIONS AND WARRANTIES**

5.1. Provider represents and warrants for the benefit of City, in addition to any other representations and warranties made in this Agreement, with the knowledge and expectation of City's reliance thereon, as follows:

5.1.1. Provider is a duly formed validly existing entity and is in good standing pursuant to the laws of the State of Nevada. The Provider is financially solvent, able to pay its debts when due, and possesses sufficient working capital to provide the Installation Services pursuant to this Agreement.

5.1.2. The Products supplied under this Agreement are free of defects in material, workmanship, and design, suitable for the purpose intended, in compliance with all applicable specifications, and are now and shall be at the time of delivery free from any security interest, lien, or other encumbrance. Provider further warrants that the goods are new, are of the latest and most improved model of current production, are made up completely of unused, genuine, and original parts, and have not been operated for any purpose other than routine operational testing.

5.1.3. Provider is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to perform all of its obligations under this Agreement.

5.1.4. The person executing this Agreement on Provider's behalf has the right, power, and authority to enter into this Agreement, and such execution is binding on the Provider.

5.1.5. All Installation Services performed, including deliverables supplied, shall conform to the specifications, drawings, and other descriptions set forth in this Agreement, and shall be performed in a manner consistent with the level of care and skill ordinarily exercised by members of Provider's profession and in accordance with generally accepted industry standards prevailing at the time the Installation Services are performed, and do not infringe the intellectual property of a third party.

5.2 The foregoing representations and warranties are not intended as a limitation, but are in addition to all other terms set forth in this Agreement and such other warranties as are implied by law, custom, and usage of the trade. The representations and warranties made by Provider survive the termination or expiration of the Agreement.

## **SECTION SIX INDEMNIFICATION**

Notwithstanding any of the insurance requirements or limits of liability set forth herein, the Provider shall defend, protect, indemnify, and hold harmless the City, and its officers, agents and employees, from any liabilities, claims, damages, losses, expenses, proceedings, suits, actions, decrees, judgments, reasonable attorneys' fees, and court costs which the City suffers, and/or its officers, agents or employees suffer, as a result of, or arising out of, the negligent or intentional acts or omissions of the Provider, its subcontractors, agents, and employees, or anyone employed by any of them, in fulfillment or performance of the terms, conditions or covenants of this Agreement including, without limitation, compliance with the terms of Exhibit A. This Section Six shall survive the termination or expiration of this Agreement until such time as the applicable statutes of limitation expire.

## **SECTION SEVEN INDEPENDENT CONTRACTOR**

Provider, its employees, subcontractors, and agents are independent contractors and not employees of the City. No approval by City shall be construed as making the City responsible for the manner in which Provider performs the Installation Services or for any negligence, errors, or omissions of Provider, its employees, subcontractors, or agents. All City approvals are intended only to provide the City the right to satisfy itself with the quality of the Installation Services performed by Provider. The City acknowledges and agrees that Provider retains the right to contract with other persons in the course and operation of Provider's business and this Agreement does not restrict Provider's ability to so contract.

## **SECTION EIGHT CONFIDENTIALITY AND AUTHORIZATIONS FOR ACCESS TO CONFIDENTIAL INFORMATION**

8.1. Provider shall treat all information relating to the Installation Services and all information supplied to Provider by the City as confidential and proprietary information of the City and shall not permit its release by Provider's employees, agents, or subcontractors to other parties or make any public announcement or release thereof without the City's prior written consent.

8.2. Provider hereby certifies that it has conducted, procured or reviewed a background check with respect to each employee, agent, or subcontractor of Provider having access to City personnel, data, information, personal property, or real property and has deemed such employee, agent, or subcontractor suitable to receive such information and/or access, and to perform Provider's duties set forth in this Agreement. The City reserves the right to refuse to

allow any of Provider's employees, agents or subcontractors access to the City's personnel, data, information, personal property, or real property where such individual does not meet the City's background and security requirements, as determined by the City in its sole discretion.

## **SECTION NINE BONDING REQUIREMENTS**

9.1 The Provider shall furnish bonds covering the faithful performance of this Agreement and payment of all obligations arising thereunder utilizing the bond forms attached hereto as Exhibit B. Bonds may be secured through the Provider's usual sources, provided that the surety is authorized and licensed to do business in the State of Nevada. All bonds specified shall indicate the State of Nevada Insurance Division license number, the surety company name, address, telephone number, and include the appointed agent who issued the bond. Surety bonds issued by an individual are not acceptable to the City.

9.2 Not later than five (5) business days after entering into this Agreement, the Provider shall furnish bonds to the City as follows:

9.2.1 Labor and Material Payment Bond in the amount of 100% of the compensation amount in Section Three.

9.2.2 Performance Bond in the amount of 100% of the compensation amount in Section Three.

9.3 Form of Bonds

9.3.1 The bonds referred to herein shall be written on the Performance Bond, and Labor and Material Payment Bond forms provided by City at Exhibit B.

9.3.2 The Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his power of attorney.

9.3.3 Any Performance Bond, and Labor and Material Payment Bond prepared by an appointed agent must provide their license number and the issuing state.

9.3.4 The bonds specified in this section must be issued by a certified surety which is listed in the Department of the Treasury, Fiscal Service, (Department Circular 570; Current Revision) companies holding certificates of authority as acceptable sureties and as acceptable reinsuring companies.

## **SECTION TEN INSURANCE**

10.1. Provider shall procure and maintain at all times during the performance of the Installation Services, at its own expense, the following insurances:

10.1.1. Workers' Compensation Insurance as required by the applicable legal requirements, covering all persons employed in connection with the matters contemplated hereunder and with respect to whom death or injury claims could be asserted against the City or Provider.

10.1.2. Commercial General Liability (CGL) : Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$5,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 05 09 or 25 04 05 09) or the general aggregate limit shall be twice the required occurrence limit.

10.1.3. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Provider has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000.00 per accident for bodily injury and property damage.

10.1.4. Requested Liability limits can be provided on a single policy or combination of primary and umbrella, so long as the single occurrence limit is met.

10.1.5. Property Installation Floater covering property damage to any equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the City's site.

10.2. The insurance policies are to contain, or be endorsed to contain, the following provisions:

10.2.1. Additional Insured Status: The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Provider including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Provider's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

10.2.2. Primary Coverage: For any claims related to this contract, the Provider's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Provider's insurance and shall not contribute with it.

10.2.3. Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

10.2.4. Waiver of Subrogation: Provider hereby grants to the City a waiver of any right to subrogation which any insurer of said Provider may acquire against the City by virtue of the payment of any loss under such insurance. Provider agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

10.2.5. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Provider, its employees, agents, and subcontractors.

10.2.6. Self-Insured Retentions: Self-insured retentions must be declared to and approved by the City. The City may require the Provider to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

10.2.7. Acceptability of Insurers: Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

10.3. Claims Made Policies: If any of the required policies provide claims-made coverage:

10.3.1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

10.3.2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

10.3.3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the

10.3.4. Provider must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

10.4. Verification of Coverage: Provider shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Provider's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

10.5. Special Risks or Circumstances: The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

## **SECTION ELEVEN NOTICES**

11.1. Any notice requiring or permitted to be given under this Agreement shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery or United States mail at the following addresses:

To City: City of North Las Vegas  
Attention: Brittany Contardi  
2250 Las Vegas Blvd., North, Suite 710  
North Las Vegas, NV 89030  
Phone: 702-633-1463

To Provider: Musco Sports Lighting, LLC  
Attention: Dee Smith  
100 First Avenue West  
Oskaloosa, IA 52577  
Phone: 480-521-8271

11.2. Either party may, at any time and from time to time, change its address by written notice to the other.

## **SECTION TWELVE SAFETY**

12.1. Obligation to Comply with Applicable Safety Rules and Standards. Provider shall ensure that it is familiar with all applicable safety and health standards promulgated by state and federal governmental authorities including, but not limited to, all applicable requirements of the Occupational Safety and Health Act of 1970, including all applicable standards published in 29 C.F.R. parts 1910, and 1926 and applicable occupational safety and health standards promulgated under the state of Nevada. Provider further recognizes that, while Provider is performing any work on behalf the City, under the terms of this Agreement, Provider agrees that it has the sole and exclusive responsibility to assure that its employees and the employees of its subcontractors comply at all times with all applicable safety and health standards as above-described and all applicable City safety and health rules.

12.2. Safety Equipment. Provider will supply all of its employees and subcontractors with the appropriate Safety equipment required for performing functions at the City facilities.

## **SECTION THIRTEEN ENTIRE AGREEMENT**

This Agreement, together with any attachment, contains the entire Agreement between Provider and City relating to rights granted and obligations assumed by the parties hereto. Any prior agreements, promises, negotiations or representations, either oral or written, relating to the

subject matter of this Agreement not expressly set forth in this Agreement are of no force or effect.

## **SECTION FOURTEEN MISCELLANEOUS**

14.1. Governing Law and Venue. The laws of the State of Nevada and the North Las Vegas Municipal Code govern the validity, construction, performance and effect of this Agreement, without regard to conflicts of law. All actions shall be initiated in the courts of Clark County, Nevada or the federal district court with jurisdiction over Clark County, Nevada.

14.2. Attorneys' Fees. In the event any action is commenced by either party against the other in connection with this Agreement, the prevailing party shall be entitled to its costs and expenses, including reasonable attorneys' fees, as determined by the court, including without limitation, fees for the services of the City Attorney's Office. This Section 13.2 shall survive the termination or expiration of this Agreement until the applicable statutes of limitation expire.

14.3 Compliance with Laws and Statutes. Provider shall comply with all federal, state, and local laws and regulations, and all laws applicable to this Agreement and relative to performing work in the City and in Clark County, Nevada.

14.4 Assignment. Any attempt to assign this Agreement by Provider without the prior written consent of the City shall be void.

14.5 Amendment. This Agreement may be amended or modified only by a writing executed by the City and Provider.

14.6 Controlling Document. To the extent any of the terms or provisions in Exhibit A conflict with this Agreement, the terms and provisions of this Agreement shall govern and control. Any additional, different or conflicting terms or provisions contained in Exhibit A or any other written or oral communication from Provider shall not be binding in any way on the City whether or not such terms would materially alter this Agreement, and the City hereby objects thereto.

14.7 Time of the Essence. Time is of the essence in the performance of this Agreement and all of its terms, provisions, covenants and conditions.

14.8 Waiver. No consent or waiver, express or implied, by the Provider or the City of any breach or default by the other in performance of any obligation under the Agreement shall be deemed or construed to be a consent or waiver to or of any other breach or default by such party.

14.9 Waiver of Consequential Damages. The City shall not be liable to Provider, its agents, or any third party for any consequential, indirect, exemplary or incidental damages, including, without limitation, damages based on delay, loss of use, lost revenues or lost profits. This section survives default, expiration, or termination of this Agreement.

14.10 Severability. If any provision of this Agreement shall be held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain valid and binding on the parties hereto.

14.11 No Fiduciary or Joint Venture. This Agreement is not intended to create, and shall not be deemed to create, any relationship between the parties hereto other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. Neither of the parties hereto shall be construed to be the agent, employer, representative, fiduciary, or joint venturer of the other and neither party shall have the power to bind the other by virtue of this Agreement.

14.12 Effect of Termination. In the event this Agreement is terminated, all rights and obligations of the parties hereunder shall cease, other than indemnity obligations and matters that by their terms survive the termination.

14.13 Ownership of Documents. Provider shall treat all information related to this Agreement, all information supplied to Provider by the City, and all documents, reconciliations and reports produced pursuant to this Agreement as confidential and proprietary information of the City and shall not use, share, or release such information to any third-party without the City's prior written permission. This section shall survive the termination or expiration of this Agreement.

14.14 Fiscal Funding Out. The City reasonably believes that sufficient funds can be obtained to make all payments during the Term of this Agreement. Pursuant to NRS Chapter 354, if the City does not allocate funds to continue the function performed by Provider under this Agreement, the Agreement will be terminated when appropriate funds expire.

14.15 Public Record. Pursuant to NRS 293.010 and other applicable legal authority, each and every document provided to the City may be a "Public Record" open to inspection and copying by any person, except for those documents otherwise declared by law to be confidential. The City shall not be liable in any way to Provider for the disclosure of any public record including, but not limited to, documents provided to the City by Provider. In the event the City is required to defend an action with regard to a public records request for documents submitted by Provider, Provider agrees to indemnify, hold harmless, and defend the City from all damages, costs, and expenses, including court costs and reasonable attorneys' fees related to such public records request. This section shall survive the expiration or early termination of the Agreement.

14.16 Interpretation. The language of this Agreement has been agreed to by both parties to express their mutual intent. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Preparation of this Agreement has been a joint effort by the City and Provider and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

14.17 Electronic Signatures. The use of facsimile, email, or other electronic medium shall have the same force and effect as original signatures.

14.18 Counterparts. This Agreement may be executed in counterparts and all of such counterparts, taken together, shall be deemed part of one instrument.

14.19 Federal Funding. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, in receipt of a notice of proposed debarment or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

14.20 Boycott of Israel. Pursuant to NRS 332.065(4), by signing this Agreement, Provider agrees and certifies that it does not currently boycott Israel and will not boycott Israel during any time in which this Agreement is in effect. If at any time after the signing of this Agreement, Provider decides to engage in a boycott of Israel, Provider must notify the City in writing. The term “boycott of Israel” has the meaning ascribed to that term in NRS 332.065.


[The remainder of page is intentionally left blank. Signature page to follow.]

**IN WITNESS WHEREOF**, the City and Provider have executed this Agreement as of the Effective Date.

City of North Las Vegas,  
a Nevada municipal corporation

Musco Sports Lighting, LLC,  
an Iowa limited liability company

By: \_\_\_\_\_  
John J. Lee, Mayor

By:  \_\_\_\_\_  
Name: James M. Hansen  
Title: Secretary

Attest:

By: \_\_\_\_\_  
Catherine A. Raynor, MMC, City Clerk

Approved as to form:

By: \_\_\_\_\_  
Micaela Rustia Moore, City Attorney

EXHIBIT A

Proposal

Please see the attached page(s).

# Budget Estimate

Date: August 16, 2020

Project: Seastrand and Cheyenne Sports Complex LED Relights  
North Las Vegas, NV

## Estimate Price – Materials Delivered to Job Site and Estimated Installation

Seastrand (2) Softball 50/30footcandles LED Retrofit .....	\$156,000
Estimated Installation .....	\$120,000 - \$140,000
Total Estimated Costs.....	\$276,000 - \$296,000
Seastrand (3) Soccer 30footcandles LED Retrofit .....	\$135,000
Estimated Installation .....	\$130,000 - \$160,000
Total Estimated Costs.....	\$265,000 - \$295,000
Seastrand (2) Soccer 30footcandles New System .....	\$110,000
Estimated Installation .....	\$100,000 - \$115,000
Total Estimated Costs.....	\$210,000 - \$225,000
Cheyenne (2) Soccer 30footcandles LED Retrofit.....	\$208,000
Estimated Installation .....	\$120,000 - \$140,000
Total Estimated Costs.....	\$328,000 - \$348,000
Cheyenne Stadium (1) Field 30footcandles New System .....	\$139,000
Estimated Installation .....	\$100,000 - \$120,000
Total Estimated Costs.....	\$239,000 - \$259,000
Cheyenne Stadium (1) Field 50footcandles New System .....	\$249,000
Estimated Installation .....	\$120,000 - \$145,000
Total Estimated Costs.....	\$369,000 - \$394,000
Municipal Par 3 Golf 5-3fc Retrofit .....	\$230,000
Estimated Installation .....	\$200,000 - \$225,000
Total Estimated Costs.....	\$430,000 - \$455,000

Sales tax, bonding, labor, and unloading of the equipment are not included.  
Pricing is good for 90 days.

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

### System Description Sports Cluster System Retrofit

- Factory wired poletop luminaire assemblies
- Factory aimed and assembled luminaires, including BallTracker™ luminaires
- Factory wired and tested remote electrical component enclosures
- Pole length, factory assembled wire harnesses
- Mounting hardware for poletop luminaire assemblies and electrical components enclosures
- UL Listed assemblies

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

### System Description Light Structure System

- Precast concrete base with integrated grounding
- Galvanized steel pole
- Factory wired poletop luminaire assemblies
- Factory aimed and assembled luminaires, including BallTracker™ luminaires
- Factory wired and tested remote electrical component enclosures
- Pole length, factory assembled wire harnesses
- UL Listed assemblies

### Control Systems and Services

- Control-Link® Control and Monitoring system to provide remote on/off and dimming (high/medium/low) control and



## Budget Estimate

performance monitoring with 24/7 customer support

### Guaranteed Lighting Performance

- Guaranteed light levels of 50footcandles on the field
- BallTracker™ technology – targeted light, optimizing visibility of the ball in play with no glare in the players typical line-of-sight

### Operation and Warranty Services

- Reduction of energy and maintenance costs by 40% to 85% over typical 1500W metal halide equipment
- Product assurance and warranty program that covers materials and onsite labor, eliminating 100% of your maintenance costs for 10 years

**Payment Terms** - Musco's Credit Department will provide payment terms.

### Delivery Timing

6 - 8 weeks for delivery of materials (LED) 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

Quote is based on:

- Shipment of project to one location
- Voltage and Phasing designed per each site
- Seastrand Softball field sizes of 200' Radius
- Seastrand Soccer field sizes of 180' x 120'
- Cheyenne Soccer field sizes of 360' x 210'
- Cheyenne Stadium field size of 360' x 160'
- Structural code and wind speed = 2018 IBC, 105 mi/h
- Owner is responsible for getting electrical power to the site, coordination with the utility, and any power company fees.
- 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.

Dee Smith  
Musco Sports Lighting, LLC  
Phone: 480-521-8271  
E-mail: dee.smith@musco.com



EXHIBIT B

Performance Bond Form

Please see the attached page(s).

CITY OF NORTH LAS VEGAS  
PERFORMANCE BOND

BOND NUMBER 107382264

DATE EXECUTED

**IMPORTANT: SURETY COMPANIES EXECUTING BONDS MUST BE LICENSED TO ISSUE SURETY BY THE STATE OF NEVADA INSURANCE DIVISION PURSUANT TO NRS 683A.090. NOTE: INDIVIDUAL SURETY BONDS ARE NOT ACCEPTABLE. ISSUING COMPANY MUST HOLD CERTIFICATES OF AUTHORITY AS ACCEPTABLE SURETY ON FEDERAL BONDS AND AS ACCEPTABLE REINSURING COMPANY WITH LISTING IN THE DEPARTMENT OF TREASURY, FISCAL SERVICE, (DEPARTMENT CIRCULAR 570, CURRENT REVISION) AND AS LISTED WITH A. M. BEST COMPANY WITH A RATING OF A OR BETTER.**

**KNOW ALL MEN BY THESE PRESENTS**, that we, the CONTRACTOR AND SURETY, are held and firmly bound unto the City of North Las Vegas, Nevada, hereinafter referred to as the City, in the penal sum of Three Hundred Ninety-Four Thousand and No/100ths (\$394,000.00) for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION IS SUCH**, That whereas the CONTRACTOR entered into a certain Contract with the City, to perform all Work required under the Removal, Purchase, and Installation Services Agreement for Lights at Cheyenne Sports Complex Stadium. Musco Project #112866

**NOW THEREFORE**, if said CONTRACTOR shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions and agreements of said Contract during the original term of said Contract, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

**PROVIDED**, that any modifications in the Work to be done or the materials to be furnished, which may be made pursuant to the terms of said Contract, shall not in any way release either said Contractor or said Surety thereunder, nor shall any extensions of time granted under the provisions of said Contract release either said Contractor or said Surety, and notice of such modifications or extensions of the Contract is hereby waived by said Surety.

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

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Date

Contractor: Musco Sports Lighting, LLC

Surety: Travelers Casualty and Surety Company of America

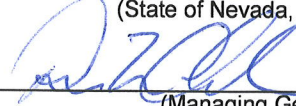


(Authorized Representative and Title)

James M. Hansen, Secretary

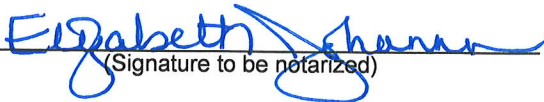
645650

(State of Nevada, License Number)



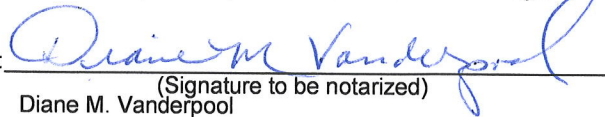
(Managing General Agent)  
Dean M. Clark, Attorney-in-Fact and Licensed NV agent

By:



(Signature to be notarized)

By:



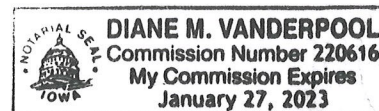
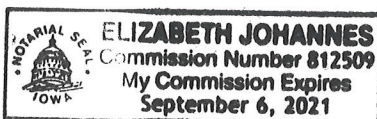
(Signature to be notarized)  
Diane M. Vanderpool

Address: 300 Walnut, Suite 200 Des Moines, IA 50309

Telephone: 515-243-1724

Email: d.m.clark@reynolds-reynolds.com

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)



CITY OF NORTH LAS VEGAS  
LABOR AND MATERIAL PAYMENT BOND

BOND NUMBER 107382264

DATE EXECUTED Oct 10 2019

**IMPORTANT: SURETY COMPANIES EXECUTING BONDS MUST BE LICENSED TO ISSUE SURETY BY THE STATE OF NEVADA INSURANCE DIVISION PURSUANT TO NRS 683A.090. NOTE: INDIVIDUAL SURETY BONDS ARE NOT ACCEPTABLE. ISSUING COMPANY MUST HOLD CERTIFICATES OF AUTHORITY AS ACCEPTABLE SURETY ON FEDERAL BONDS AND AS ACCEPTABLE REINSURING COMPANY WITH LISTING IN THE DEPARTMENT OF TREASURY, FISCAL SERVICE, (DEPARTMENT CIRCULAR 570, CURRENT REVISION) AND AS LISTED WITH A. M. BEST COMPANY WITH A RATING OF A OR BETTER.**

**KNOW ALL MEN BY THESE PRESENTS**, That we, the CONTRACTOR AND SURETY, are held and firmly bound unto the City of North Las Vegas, Nevada, hereinafter referred to as the City, in the penal sum of Three Hundred Ninety-Four Thousand and No/100ths (\$394,000.00) for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION IS SUCH**, That whereas the CONTRACTOR entered into a certain Contract with the City, to perform all Work required under the Removal, Purchase, and Installation Services Agreement for Lights at Cheyenne Sports Complex Stadium. Musco Project #112866

**NOW THEREFORE**, if said CONTRACTOR, fails to pay for any materials, equipment, or other supplies, or for rental of same, used in connection with the performance of Work contracted to be done, or for amounts due under applicable State Law for any work or labor thereon, said Surety will pay for the same in an amount not exceeding the sum specified above and in the event suit is brought upon this bond, a reasonable attorney's fee to be fixed by the court. This bond shall insure to the benefit of any persons, companies or corporations entitled to file claims under applicable State Law. This bond shall remain in effect until two (2) years after the date of final acceptance of the Work by the City Council.

**PROVIDED**, that any modifications in the Work to be done or the materials to be furnished, which may be made pursuant to the terms of said Contract, shall not in any way release either said Contractor or said Surety thereunder, nor shall any extensions of time granted under the provisions of said Contract release either said Contractor or said Surety, and notice of such modifications or extensions of the Contract is hereby waived by said Surety.  
SEE LIMITED MAINTENANCE PROVISION RIDER ATTACHED HERETO AND MADE A PART HEREOF

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Contractor: Musco Sports Lighting, LLC

Surety: Travelers Casualty and Surety Company of America

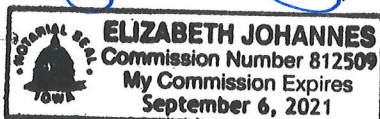
(Authorized Representative and Title)  
James M. Hansen, Secretary

645650  
(State of Nevada, License Number)

(Managing General Agent)  
Dean M. Clark, Attorney-in-Fact and Licensed NV agent

By: Elizabeth Johannes  
(Signature to be notarized)

By: Diane M. Vanderpool  
(Signature to be notarized)  
Diane M. Vanderpool

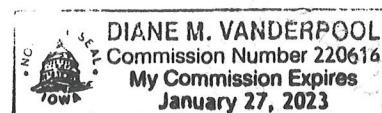


Address: \_\_\_\_\_  
300 Walnut, Suite 200 Des Moines, IA 50309

Telephone: 515-243-1724

Email: d.m.clark@reynolds-reynolds.com

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)



Limited Maintenance Provision

Rider


To be attached to and form part of bond 107382264 issued by the Travelers Casualty and Surety Company of America on behalf of Musco Sports Lighting, LLC in the amount of Three Hundred Ninety-Four Thousand and No/100ths U.S. Dollars ( \$394,000.00 ) and dated \_\_\_\_\_ in favor of City of North Las Vegas, NV for Light at Cheyenne Sports Complex Stadium, Musco Project #112866

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: 

**Travelers Casualty and Surety Company of America**

By:   
Dean M. Clark, Attorney-in -Fact and Licensed NV agent



**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 **Diane M. Vanderpool** of **Des Moines Iowa**, their true and lawful Attorney-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 **3rd** day of **February**, **2017**.



State of Connecticut

City of Hartford ss.


By:   
 Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, **2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations 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**, **2021**



  
 Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, 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 Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, 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-in-Fact and the details of the bond to which the power is attached.**



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
02/23/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Aon Risk Services Central, Inc. Omaha NE Office 17807 Burke Street Suite 401 Omaha NE 68118 USA	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C. No. Ext):</b> (402) 697-1400	<b>FAX (A/C. No.):</b> (402) 697-0017
<b>INSURED</b> Musco Sports Lighting, LLC c/o Musco Corporation 100 1st Ave W Oskaloosa IA 52577 USA	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>NAIC #</b>	
	<b>INSURER A:</b> Sentry Insurance A Mutual Company	24988
	<b>INSURER B:</b> Sentry Casualty Company	28460
	<b>INSURER C:</b> Indian Harbor Insurance Company	36940
<b>INSURER D:</b> Travelers Property Cas Co of America	25674	
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**COVERAGES****CERTIFICATE NUMBER:** 570086104250**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			901687704	07/01/2020	07/01/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			90-16877-03	07/01/2020	07/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
D	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			ZUP61M9917720NF	07/01/2020	07/01/2021	EACH OCCURRENCE \$15,000,000 AGGREGATE \$15,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	901687701 AOS 901687702 AZ, WI	07/01/2020 07/01/2020	07/01/2021 07/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
C	Archit&Eng Prof			CE07421139 Claims-Made SIR applies per policy terms & conditions	07/01/2020	07/01/2021	Aggregate \$5,000,000 SIR \$250,000 Each Claim \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Musco Project 112866 - Cheyenne Sports Complex Soccer Field. City of North Las Vegas along with its officers, officials, employees and volunteers are included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. General Liability and Automobile Liability policies evidenced herein are Primary and Non-Contributory to other insurance available to Additional Insured, but only in accordance with the policy's provisions. A Waiver of Subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the General Liability, Automobile Liability and workers' Compensation policies.

**CERTIFICATE HOLDER****CANCELLATION**

City of North Las Vegas 2250 Las Vegas Blvd. North, Suite 700 North Las Vegas NV 89030 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



SENTRY INSURANCE A MUTUAL COMPANY  
STEVENS POINT, WISCONSIN  
(A PARTICIPATING MUTUAL COMPANY)  
A MEMBER OF THE SENTRY FAMILY OF INSURANCE COMPANIES  
COMMERCIAL GENERAL LIABILITY

NAMED INSURED  
MUSCO CORPORATION

ENDORSEMENT EFFECTIVE POLICY NUMBER  
07-01-20 90-16877-04

ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS - SCHEDULED PERSON OR  
ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

NAME OF ADDITIONAL INSURED PERSON(S) OR ORGANIZATION(S)
ANY & ALL OWNERS, LESSES OR CONTRACTORS
LOCATION(S) OF COVERED OPERATIONS
ANY AND ALL PROJECTS FOR WHICH THE CONTRACT REQUIRES COVERAGE FOR COMPLETED OPERATIONS
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

CG 20 10 04 13

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MUS 90-16877-04 01 191

PAGE 001 of 002  
#03



ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS - SCHEDULED PERSON OR  
ORGANIZATION - CONTINUED

A. Section II - WHO IS AN INSURED is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
  2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to SECTION III - LIMITS OF INSURANCE:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance.

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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MUS 90-16877-04 01 191

PAGE 002 of 002

POLICY NUMBER: 90-16877-04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

NAME OF ADDITIONAL INSURED PERSON(S) OR ORGANIZATION(S)	LOCATION AND DESCRIPTION OF COMPLETED OPERATIONS
ANY AND ALL OWNERS, LESSEES OR CONTRACTORS	ANY AND ALL PROJECTS FOR WHICH THE CONTRACT REQUIRES COVERAGE FOR COMPLETED OPERATIONS
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A. SECTION II - WHO IS AN INSURED is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

CG 20 37 04 13

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COMMERCIAL GENERAL LIABILITY

ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS - COMPLETED OPERATIONS - CONTINUED

- B. With respect to the insurance afforded to these additional insureds, the following is added to SECTION III - LIMITS OF INSURANCE:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED - AUTOMATIC STATUS WHEN REQUIRED BY CONTRACT OR AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

- A.** The **Who Is An Insured** provision of **Covered Autos Liability Coverage** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy.

The status of an additional insured under this endorsement ends when your operations for that additional insured are completed.

- B.** The most we will pay on behalf of the additional insured is the lesser of the amount payable under the **Limit of Insurance** for **Covered Autos Liability Coverage** or the amount of insurance required by the contract or agreement.
- C.** Notwithstanding any requirement, term or condition of any contract or agreement with respect to which this endorsement may pertain, the insurance afforded to the additional insured is subject to all the terms, exclusions and conditions of the COMMERCIAL AUTO COVERAGE FORM to which this endorsement is attached.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This endorsement modifies insurance provided under the following:**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

NAMED INSURED: MUSCO CORPORATION  
ENDORSEMENT EFFECTIVE DATE: 07-01-20

NAME(S) OF PERSON(S) OR ORGANIZATIONS(S):  
ALL WRITTEN CONTRACTS PROVIDED SUCH CONTRACT WAS MADE PRIOR  
TO LOSS.

Information required to complete this Schedule, if not shown above,  
will be shown in the Declarations.

CA 04 44 10 13

MUS 90-16877-03 00 191



NAMED INSURED  
MUSCO CORPORATION

ENDORSEMENT EFFECTIVE POLICY NUMBER  
07-01-20 90-16877-04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

NAME OF PERSON OR ORGANIZATION: ALL WRITTEN CONTRACTS PROVIDED SUCH CONTRACT WAS MADE PRIOR TO LOSS.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US of SECTION IV - CONDITIONS:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

CG 24 04 05 09

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MUS 90-16877-04 01 191

PAGE 001

SENTRY CASUALTY COMPANY  
Carrier Code No. 37877

WORKERS' COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

POLICY NUMBER: 90-16877-01 00 191

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

"ALL WRITTEN CONTRACTS PROVIDED SUCH CONTRACT WAS MADE PRIOR TO LOSS"

WC 00 03 13 (Ed. 04-84)

Copyright 1983 National Council on Compensation Insurance.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**DESIGNATED INSURED - PRIMARY AND  
NONCONTRIBUTORY - COVERED AUTOS  
LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
AUTO DEALERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated.

**Named Insured:** MUSCO CORPORATION

**Endorsement Effective Date:** 07-01-2020

**SCHEDULE**

**Name Of Person(s) Or Organization(s):**

ANY PERSON OR ORGANIZATION THAT HAS A WRITTEN CONTRACT  
PROVIDED SUCH CONTRACT WAS MADE PRIOR TO LOSS

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A.** Each person or organization shown in the Schedule is an "insured" for **Covered Autos Liability Coverage**, but only to the extent that person or organization qualifies as an "insured" under the **Who Is An Insured** provision contained in:

- (1) Paragraph **A.1.** of **Section II - Covered Autos Liability Coverage** in the Business Auto and Motor Carrier Coverage Forms; or
- (2) Paragraph **D.2.** of **Section I - Covered Autos Coverages** of the Auto Dealers Coverage Form.

**B. Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other auto insurance issued to the person or organization in the schedule under your policy provided that:

- (1) The person or organization is a Named Insured under such other insurance; and
- (2) Prior to the "accident" you have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the person or organization.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY -  
OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the OTHER INSURANCE Condition and supersedes any provision to the contrary:

PRIMARY AND NONCONTRIBUTORY INSURANCE

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION - CERTIFICATE HOLDERS

This endorsement modifies the coverage provided under the following:

BUSINESSOWNERS COVERAGE FORM  
COMMERCIAL AUTOMOBILE COVERAGE PARTS  
COMMERCIAL PROPERTY COVERAGE PART  
CRIME AND FIDELITY COVERAGE PART  
COMMERCIAL INLAND MARINE COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PARTS  
COMMERCIAL EXCESS/UMBRELLA LIABILITY COVERAGE FORM  
EMPLOYMENT RELATED PRACTICES LIABILITY  
POLLUTION LIABILITY COVERAGE  
ERRORS AND OMISSIONS COVERAGE FORM

In the event we can cancel this policy, we shall endeavor to also mail to the person(s) or organization(s) listed in the Schedule for this endorsement, advance written notice of cancellation.

This notification of cancellation of the policy is intended as a courtesy only. Our failure to provide such notification to the person(s) or organization(s) shown in the Schedule will not extend any policy cancellation date nor impact or negate any cancellation of the policy. This endorsement does not entitle the person(s) or organization(s) listed or described in the Schedule below to any benefit, rights or protection under this policy.

Failure by us to provide this notice of cancellation to the person(s) or organization(s) listed or described in the Schedule below will not impose liability of any kind upon us.

Any of these provisions that conflict with a law that controls the notice of cancellation of the insurance in this endorsement is changed by this statement to comply with the law.

SCHEDULE

Person(s) or Organization(s) including mailing address:

PER LIST ON FILE WITH AGENT

30 DAY NOTICE OF CANCELLATION

All other terms and conditions of this policy remain unchanged.

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# CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)  
02/23/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

<b>PRODUCER</b> Aon Risk Services Central, Inc. Omaha NE Office 17807 Burke Street Suite 401 Omaha NE 68118 USA	<b>CONTACT NAME:</b> <b>PHONE (A/C. No. Ext):</b> (402) 697-1400 <b>FAX (A/C. No.):</b> (402) 697-0017 <b>E-MAIL ADDRESS:</b> <b>PRODUCER CUSTOMER ID #:</b> 570000042244														
<b>INSURED</b> Musco Sports Lighting, LLC c/o Musco Corporation 100 1st Ave W Oskaloosa IA 52577 USA	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Continental Casualty Company</td><td>20443</td></tr><tr><td>INSURER B:</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Continental Casualty Company	20443	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Continental Casualty Company	20443														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

Holder Identifier :

**COVERAGES** **CERTIFICATE NUMBER:** 570086104343 **REVISION NUMBER:**

LOCATION OF PREMISES/ DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: Musco Project 112866 - Cheyenne Sports Complex Soccer Field.

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
	<input type="checkbox"/> PROPERTY <input type="checkbox"/> CAUSES OF LOSS <input type="checkbox"/> DEDUCTIBLES <input type="checkbox"/> BASIC <input type="checkbox"/> BUILDING <input type="checkbox"/> BROAD <input type="checkbox"/> CONTENTS <input type="checkbox"/> SPECIAL <input type="checkbox"/> EARTHQUAKE <input type="checkbox"/> WIND <input type="checkbox"/> FLOOD				<input type="checkbox"/> BUILDING <input type="checkbox"/> PERSONAL PROPERTY <input type="checkbox"/> BUSINESS INCOME <input type="checkbox"/> EXTRA EXPENSE <input type="checkbox"/> RENTAL VALUE <input type="checkbox"/> BLANKET BUILDING <input type="checkbox"/> BLANKET PERS PROP <input type="checkbox"/> BLANKET BLDG & PP	
A	<input checked="" type="checkbox"/> INLAND MARINE <input type="checkbox"/> CAUSES OF LOSS <input checked="" type="checkbox"/> NAMED PERILS	TYPE OF POLICY Contractors Eqp  POLICY NUMBER 6014214903	07/01/2020	07/01/2021	<input checked="" type="checkbox"/> Scheduled Equipment <input checked="" type="checkbox"/> Deductible	\$14,646,807 \$10,000
	<input type="checkbox"/> CRIME <input type="checkbox"/> TYPE OF POLICY					
	<input type="checkbox"/> BOILER & MACHINERY / EQUIPMENT BREAKDOWN					

CERTIFICATE NUMBER: 570086104343

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Unscheduled Property - Short Term Equipment Leased, Borrowed or Rented from Others Limit \$500,000 with \$10,000 Deductible.

## CERTIFICATE HOLDER

## CANCELLATION

City of North Las Vegas  
2250 Las Vegas Blvd. North, Suite 700  
North Las Vegas NV 89030 USA

AUTHORIZED REPRESENTATIVE

*Aon Risk Services Central, Inc.*

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AGENCY CUSTOMER ID: 570000042244

LOC #:

**ADDITIONAL REMARKS SCHEDULE**

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AGENCY Aon Risk Services Central, Inc.		NAMED INSURED Musco Sports Lighting, LLC	
POLICY NUMBER See Certificate Number: 570086104343		EFFECTIVE DATE:	
CARRIER See Certificate Number: 570086104343	NAIC CODE		

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 24 FORM TITLE: Certificate of Property Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

**ADDITIONAL POLICIES**

If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
A	INLAND MARINE Installtn Flotr	6014214903	07/01/2020	07/01/2021	Installation Prop Temporary Storage	\$2,000,000 \$1,000,000