

## INTENT TO AWARD

C-26-67

**TO:** MUSCO SPORTS LIGHTING, LLC  
100 1<sup>st</sup> Ave West  
Oskaloosa, IA 52577

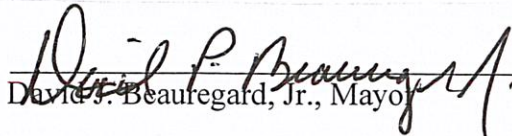
**FOR:** LED LIGHTING FOR METHUEN HIGH LOWER TURF FIELD

**AMOUNT:** \$235,820.00

1. This award is based on competitive bids YES
2. The above company was the lowest qualified bidder N/A
3. Was this contract a result of a budget item? YES  
a) If not, how will the money be raised?
4. Was the bid process required by law? YES  
a) If not, under what provisions of law will the contract be awarded?  
Purchased through Sourcewell contract # 041123-MSL.  
M.G.L. c.30B, Sec.22 allows jurisdictions to purchase supplies from contracts already procured. Sourcewell has been vetted by the CPO as having followed all procurement guidelines required by M.G.L. c.30B respectively.
5. Have all required specifications been complied with? YES
6. Does the item require a service contract to guarantee proper performance? NO
7. Are performance/bid bonds required and have they been provided? N/A
8. Are there any penalty clauses either for lack of delivery or performance or for failure to pay on time? N/A
9. Is this contract a Methuen business? NO
10. Are there sufficient funds to encumber the expenditure? YES

Acct # FY 24 CIP 342-0-0000-000-090-00-0-505076-24001-\$73,706.44  
FY 25 CIP 342-0-0000-000-090-00-0-505076-25001- \$13,018.00  
FY26 CIP 342-0-0000-000-090-00-0-505076-26001- \$149,095.56

1/8/26  
Date

  
David P. Beaufregard, Jr., Mayor



## CITY OF METHUEN, MASSACHUSETTS

### AGREEMENT

THIS AGREEMENT made this 20<sup>th</sup> day of January, 2026 by and between the **CITY of METHUEN**, a municipal corporation duly organized under the laws of Massachusetts and having a usual place of business at 41 Pleasant Street, Methuen, Massachusetts 01844, hereinafter referred to as the "CITY", and **MUSCO SPORTS LIGHTING, LLC**, a Limited Liability Company, having a usual place of business at 100 1<sup>st</sup> Ave., West, Oskaloosa, IA 52577, hereinafter referred to as the "VENDOR".

### WITNESSETH:

WHEREAS, the CITY invited the submission of a quote for the direct purchase of material only to switch the current lighting to LED lighting at the City of Methuen's, High School Stadium Lower Turf field located at 49 Pleasant View St., Methuen, MA 01844 (Purchased through Sourcewell contract #041123-MSL); and

WHEREAS, the VENDOR submitted a Proposal to deliver the above required product/services to complete the Service; and

WHEREAS, the CITY has decided to award the contract therefor to the VENDOR.

NOW, THEREFORE, the CITY and the VENDOR agree as follows:

1. CONTRACT DOCUMENTS. The Contract Documents consist of this Agreement and the VENDOR's Proposal. The Contract Documents constitute the entire Agreement between the parties concerning the product/service, and all are as fully a part of this Agreement as if attached hereto.
2. THE WORK. The product/services consist of quote for the direct purchase of material only to switch the current lighting to LED lighting at the City of Methuen's, High School Stadium Lower Turf field located at 49 Pleasant View St., Methuen, MA 01844 (Purchased through Sourcewell contract #041123-MSL);
3. TERM OF CONTRACT. This Agreement shall be in effect from the date executed above and shall expire one (1) year from the date first above written, subject to appropriation. If no such appropriation is made, then this contract will be voided.
4. COMPENSATION. The CITY shall pay \$235,820.00 (option 2) as full compensation for the product and/or services furnished and delivered in carrying out this Agreement.
5. PAYMENT OF COMPENSATION. The CITY shall make payments within thirty (30) days after its receipt of an invoice.
6. LIABILITY OF THE CITY. The CITY's liability hereunder shall be to make all payments when they shall become due, and the CITY shall be under no further obligation or liability. Nothing in this Agreement shall be construed to render the CITY or any elected or appointed official or



employee of the CITY, or their successors in office, personally liable for any obligation under this Agreement.

7. INDEPENDENT VENDOR. The VENDOR acknowledges and agrees that it is acting as an independent VENDOR for all work and services rendered pursuant to this Agreement, and shall not be considered an employee or agent of the CITY for any purpose.
8. INDEMNIFICATION. The VENDOR shall indemnify, defend, and hold the CITY harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorney's fees, arising out of the VENDOR's breach of this Agreement or the negligence or misconduct of the VENDOR, or the VENDOR's agents or employees.
9. INSURANCE. A. The VENDOR shall obtain and maintain during the term of this Agreement the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts, and acceptable to the CITY, as set forth in Attachment A.  
  
B. All policies shall identify the CITY as an additional insured (except Workers' Compensation) and shall provide that the CITY shall receive written notification at least 30 days prior to the effective date of any amendment or cancellation. Certificates evidencing all such coverages shall be provided to the CITY upon the execution of this Agreement. Each such certificate shall specifically refer to this Agreement and shall state that such insurance is as required by this Agreement. Failure to provide or to continue in force such insurance shall be deemed a material breach of this Agreement and shall be grounds for immediate termination.
10. ASSIGNMENT. The VENDOR shall not assign, sublet or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the CITY, and shall not assign any of the monies payable under this Agreement, except by and with the written consent of the CITY.
11. TERMINATION. A. Termination for Cause. If at any time during the term of this Agreement the CITY determines that the VENDOR has breached the terms of this Agreement by negligently or incompetently performing the work, or any part thereof, or by failing to perform the work in a timely fashion, or by failing to perform the work to the satisfaction of the CITY, or by not complying with the direction of the CITY or its agents, or by otherwise failing to perform this Agreement in accordance with all of its terms and provisions, the CITY shall notify the VENDOR in writing stating therein the nature of the alleged breach and directing the VENDOR to cure such breach within ten (10) days. The VENDOR specifically agrees that it shall indemnify, defend and hold the CITY harmless from any loss, damage, cost, charge, expense or claim arising out of or resulting from such breach regardless of its knowledge or authorization of the actions resulting in the breach. If the VENDOR fails to cure said breach within ten (10) days, the CITY may, at its election at any time after the expiration of said ten (10) days, terminate this Agreement by giving written notice thereof to the VENDOR specifying the effective date of the termination. Upon receipt of said notice, the VENDOR shall cease to incur additional expenses in connection with this Agreement. Upon the date specified in said notice, this Agreement shall terminate. Such termination shall not prejudice or waive any rights or action which the CITY may have against the VENDOR up to the date of such termination, and the VENDOR shall be liable to the CITY for any amount which it may be required to pay in excess of the compensation provided herein in order to complete the work specified herein in a timely manner. Upon such termination, the VENDOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the CITY.



B. Termination for Convenience. The CITY may terminate this Agreement at any time for convenience by providing the VENDOR written notice specifying therein the termination date which shall not be sooner than ten days from the issuance of said notice. Upon receipt of said notice, the VENDOR shall cease to incur additional expenses in connection with this Agreement. Upon such termination, the VENDOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the CITY, such payment not to exceed the fair value of the services provided hereunder.

12. INSPECTION AND REPORTS. Whenever requested, VENDOR shall immediately furnish to the CITY full and complete written reports of the VENDOR's operation under this Contract in such detail and with such information as the CITY may request.
13. SUCCESSOR AND ASSIGNS. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the CITY nor the VENDOR shall assign or transfer any interest in the Agreement without the written consent of the other.
14. COMPLIANCE WITH LAWS. The VENDOR shall comply with all Federal, State and local laws, rules, regulations and orders applicable to the work provided pursuant to this Agreement, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the performance of such work.
15. CONFLICT OF INTEREST. The VENDOR further covenants, in light of the provisions of Chapter 268A of the Massachusetts General Laws, that the VENDOR has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract. The VENDOR further covenants that in the performance of this contract no person having any such interest shall be employed by the VENDOR.
16. NOTICE. Any and all notices, or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.
17. SEVERABILITY. If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.
18. GOVERNING LAW. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the VENDOR submits to the jurisdiction of any of the Commonwealth's appropriate courts for the adjudication of disputes arising out of this Agreement.



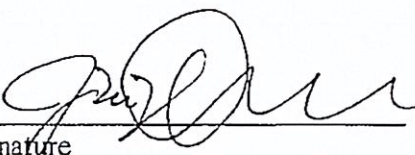
19. ENTIRE AGREEMENT. This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, whether written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

20. FUNDING. This agreement shall be subject to appropriation per fiscal year. If no such appropriation is made this agreement shall be terminated.

21. Consummation of this contract requires the approval of the Mayor of Methuen and the Methuen City Council prior to engagement of service or supply.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

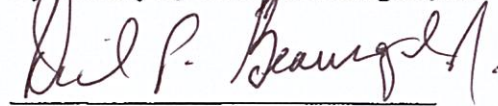
MUSCO SPORTS LIGHTING, LLC.

  
Signature

James M. Hansen, Secretary  
Print Name and Title

CITY OF METHUEN, MA

By its: Mayor, David J. Beauregard, Jr.

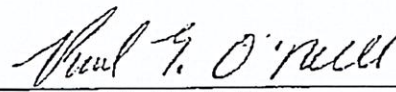


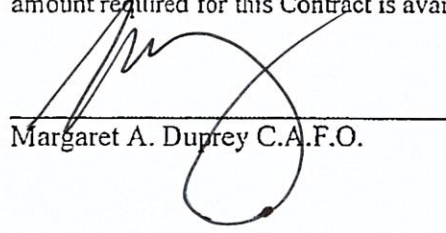
METHUEN PUBLIC WORKS

  
Patrick Bower, Director of Public Works

The undersigned, in compliance with City of Methuen Municipal Contract Ordinance Chapter 7, Section 7C, certifies that an appropriation in the amount required for this Contract is available.

Approved as to Form:

  
Paul O'Neill, City Solicitor

  
Margaret A. Duprey C.A.F.O.

Acct. FY 24 CIP 342-0-0000-000-090-00-0-505076-24001-\$73,706.44 ✓  
FY 25 CIP 342-0-0000-000-090-00-0-505076-25001- \$13,018.00 ✓  
FY26 CIP 342-0-0000-000-090-00-0-505076-26001- \$149,095.56 ✓



Corporate: 211 2nd Ave West - PO Box 808 - Oskaloosa, IA 52577 - 641/673-0411 - 800/825-6020  
Manufacturing: 2107 Stewart Road - PO Box 260 - Muscatine, IA 52761 - 563/263-2281 - 800/756-1205  
Web: [www.musco.com](http://www.musco.com) - Email: [lighting@musco.com](mailto:lighting@musco.com)



MUSCO SPORTS LIGHTING, LLC  
CERTIFICATE OF AUTHORITY

KNOW ALL MEN BY THESE PRESENTS:

That at a meeting of the Managers' Committee of Musco Sports Lighting, LLC, a limited liability company duly organized under the laws of the State of Iowa, held on December 31, 2024, the following resolution was adopted, which resolution is still in effect:

RESOLVED, that any of the following:

Jeffrey A. Rogers	Chief Executive Officer
Shelly L. Herr	President
Jeffrey A. Jacobs	CFO / Treasurer
Jeff McNulty	Chief Operating Officer
Timothy Boyle	Chief Product Development Officer
James M. Hansen	Secretary, General Counsel and Chief Ethics and Compliance Officer
Lance Livingston	Vice President, Information Technology
Nick Smith	Vice President, Manufacturing
Charley Campbell	Vice President, Planning & Strategy
Heidi Tegtmeier	Vice President, Marketing

be, and they hereby are, authorized to execute any and all documents on behalf of Musco Sports Lighting, LLC and further that Certificates of Authority setting out this resolution be prepared and certified by the Secretary of Musco Sports Lighting, LLC, to be used to evidence said authority.

FURTHER RESOLVED, FURTHER RESOLVED, that John Dindinger (Regional Sales Manager), Jim Freie (Regional Sales Manager), and Brett Nelson (General Manager/Director of Information Services) are hereby authorized to execute bid and bond documents on behalf of the Company; and

FURTHER RESOLVED, that Casey Scheidel is hereby authorized to execute all documents in which the Company is acting as Iowa Sports Turf Management, on behalf of the Company; and

FURTHER RESOLVED, that Dustin Jeffries, Jill Sandeen, Amy Vroegh, and Peyton McMurray are hereby authorized to execute credit documents, including, but not limited to, lien waivers, pay applications and purchase agreements, on behalf of the Company;

FURTHER RESOLVED, that Jerome Fynaardt (Lighting Services Sales Manager) is hereby authorized to execute documents on behalf of the Company related solely to mobile lighting sales and services;

That I am the duly elected and qualified Secretary of Musco Sports Lighting, LLC and the keeper of records of said company; that the foregoing is a true and correct copy of a resolution duly adopted at a meeting of the Managers' Committee of Musco Sports Lighting, LLC held in accordance with its Operating Agreement on December 31, 2024, and that the same is now in full force and effect.



Corporate: 211 2nd Ave West PO Box 808 Oskaloosa, IA 52577 641/673-0411 800/825-6020  
Manufacturing: 2107 Stewart Road PO Box 260 Muscatine, IA 52761 563/263-2281 800/756-1205  
Web: www.musco.com Email: lighting@musco.com



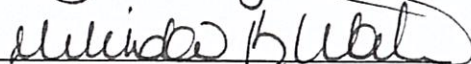
IN WITNESS WHEREOF, I have hereunto affixed my name as Secretary by order of the Managers' Committee of Musco Sports Lighting, LLC this 5th day of January, 2016.

  
James M. Hansen, Secretary

STATE OF IOWA )  
 ) ss.  
COUNTY OF MAHASKA )

Subscribed and sworn to before me this 5th day of January, 2016.



  
Notary Public in and for the State of Iowa



**CLERK CERTIFICATE**  
**AUTHORIZATION TO SIGN CONTRACT**

1. I hereby certify that I am the Clerk/Secretary of \_\_\_\_\_  
(insert full name of Corporation)
2. corporation, and that \_\_\_\_\_  
(insert the name of officer who signed the **contract and bonds.**)
3. is the duly elected \_\_\_\_\_  
(insert the title of the officer in line 2)
4. of said corporation, and that on \_\_\_\_\_  
(insert a date that is ***ON OR BEFORE*** the date the officer signed the **contract and bonds.**)

at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or waived notice, it was voted that

5. \_\_\_\_\_ the \_\_\_\_\_  
(insert **name** from line 2) (insert **title** from line 3)

of this corporation be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

6. ATTEST: \_\_\_\_\_  
(Signature of Clerk or Secretary)\*

*AFFIX CORPORATE  
SEAL HERE*

7. Name: \_\_\_\_\_  
(Please print or type name in line 6)\*

8. Date: \_\_\_\_\_  
(insert a date that is ***ON OR AFTER*** the date the officer signed the **contract and bonds.**)

\* The name and signature inserted in lines 6 & 7 **must** be that of the **Clerk or Secretary** of the corporation.



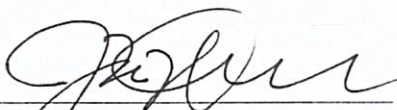
LEGISLATION ENACTED BY THE COMMONWEALTH OF MASSACHUSETTS, EFFECTIVE JULY 1, 1983, REQUIRES THAT THE ATTESTATION BELOW BE SIGNED.

**ATTESTATION**

Pursuant to M.G.L. Ch. 62C, Sec. 49A, I certify under the penalties of perjury that, to my best knowledge and belief, I am in compliance with all the laws of the Commonwealth relating to taxes, reporting of employees and VENDORS, and withholding and remitting child support.

Musco Sports Lighting, LLC  
\*Signature of Individual  
or Corporate Name (Mandatory)

42-1511754  
\*\*Social Security Number  
(Voluntary) or Federal Identification Number

By:   
Corporate Officer  
(Mandatory, if Applicable)

Date: January 5, 2026


James M. Hansen  
Print name

- The provision in this Certification relating to child support applies only when the VENDOR is an Individual.
- Approval of a contract or other agreement will not be granted unless the CITY receives a signed copy of this certification.
- Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the authority of Mass. G.L.C. 62C, S. 49A.



## STATEMENT OF GOOD STANDING

In accordance with State and Federal regulations, I hereby certify on behalf of  
Musco Sports Lighting, LLC that Musco Sports Lighting, LLC is not disbarred, suspended or  
otherwise excluded from receiving funds or bidding on any project by any State or  
Federal agency.

  
\_\_\_\_\_  
Signature

January 5, 2026  
\_\_\_\_\_  
Date

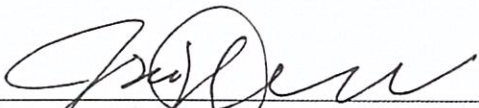
James M. Hansen  
\_\_\_\_\_  
Print Name

Secretary  
\_\_\_\_\_  
Title



### CERTIFICATE OF NON-COLLUSION

The undersigned certifies under the penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business partnership, corporation, union, committee, club or other organization, entity or group of individuals.



Signature of person submitting contract/bid

James M. Hansen

Print Name

Musco Sports Lighting, LLC

Name of Business

01/05/2026

Date



1. Insurance:

The Contractor shall obtain and maintain the following insurance:

- a. Workers Compensation Insurance of the scope and amount required by the laws of the Commonwealth of Massachusetts.
- b. Broad Form Commercial General Liability coverage with limits of at least \$1 Million per occurrence and \$2 Million aggregate, and which shall cover bodily injury, death, or property damage arising out of the work.
- c. Automobile Liability Coverage, including coverage for owned, hired, or borrowed vehicles with limits of Bodily Injury and Property Damage in the amount of \$1 Million each person/each occurrence or a combined single limit of \$1 Million.
- d. An Excess Umbrella Liability Policy in the amount of \$1 Million adding coverage to all above policies.
- e. The intent of the Specifications regarding insurance is to specify minimum coverage and minimum limits of liability acceptable under the Contract. However, it shall be the Contractor's responsibility to purchase and maintain insurance of such character and in such amounts as will adequately protect it and the City from and against all claims, damages, losses and expenses resulting from exposure to any casualty liability in the performance of the work.
- f. All required insurance shall be certified by a duly authorized representative of the insurers on the "MIIA" or "ACORD" Certificate of Insurance form incorporated into and made a part of this agreement. Properly executed certificates signifying adequate coverage in effect for the duration of the contract with renewal certificates issued not less than 30 days prior to expiration of a policy period, must be submitted to the City prior to commencement of this Agreement.
- g. The City shall be named additional lienholder on the above referenced liability policies, and the Contractor's insurance shall be the primary coverage. The cost of such insurance, including required endorsements or amendments, shall be the sole responsibility of the Contractor.

## Quote

Date: 11/21/2025  
To: City of Methuen

Project: 249067 Methuen High School Lower Turf  
Methuen, MA

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

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

### Quotation Price – Materials Only Delivered to Job Site

**Option 1: Light-Structure System** (Soccer, 330' x 210' Field Size, 30fc Light Level) .....\$ 165,625

**Option 2: Light-Structure System** (Soccer, 330' x 210' Field Size, 50fc Light Level) .....\$ 235,820

**Option 3: Light-Structure System** (Soccer, 330' x 210' Field Size, 50fc Light Level + Softball) .....\$ 275,345

Sales tax, bonding, labor, installation, and unloading of the equipment are not included.  
Quote is confidential. Pricing and lead times are effective for 90 days only.

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

#### **Option 1 System Description**

- (20) Factory aimed and assembled TLC-LED-1200 luminaires
- (4) 70ft Galvanized steel poles with crossarms
- (4) Pre-cast concrete bases with integrated lightning grounding
- (8) Pole length factory assembled wire harnesses
- (8) Factory wired and tested remote electrical component enclosures
- UL listed assemblies

#### **Option 2 System Description**

- (32) Factory aimed and assembled TLC-LED-1200 luminaires
- (4) 70ft Galvanized steel poles with crossarms
- (4) Pre-cast concrete bases with integrated lightning grounding
- (12) Pole length factory assembled wire harnesses
- (12) Factory wired and tested remote electrical component enclosures
- UL listed assemblies

#### **Option 3 System Description**

- (40) Factory aimed and assembled TLC-LED-1200 luminaires
- (4) 70ft Galvanized steel poles with crossarms
- (4) Pre-cast concrete bases with integrated lightning grounding
- (15) Pole length factory assembled wire harnesses
- (15) Factory wired and tested remote electrical component enclosures
- UL listed assemblies

#### **Control Systems and Services**

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

#### **Operation and Warranty Services**

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





## Quote

- Support from Musco's Lighting Services Team – over 170 Team members dedicated to operating and maintaining your lighting system – plus a network of 1800+ contractors
- Warranty starts the date of shipment

### ***Responsibilities of Buyer***

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- Confirm pole locations, supply voltage and phase required for lighting system prior to production
- Provide electrical design and materials for electrical distribution system
- Provide labor and equipment for installation of electrical distribution system
- Provide labor and equipment for installation of bases, poles, and lighting equipment
- Buyer is responsible for getting electrical power to the site
- The unloading and storage of the material on site is the responsibility of the buyer

### ***Payment Terms***

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

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

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

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

### ***Delivery Timing***

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8 - 10 weeks for delivery of materials to the job site from the time of order, submittal approval, and confirmation of order details including voltage, phase, and pole/luminaire locations.

### ***Notes***

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Quote is based on following conditions:

- Shipment of entire project together to one location.
- 480 Volt, 3 phase electrical system requirement
- Structural code and wind speed = 2021 IBC, 120 mi/h, Exposure C, Importance Factor 1.
- Due to the built-in custom light control per luminaire, pole or luminaire locations need to be confirmed prior to production. Changes to pole or luminaire locations after the product is sent to production could result in additional charges.
- Standard soil conditions – rock, bottomless, wet, or unsuitable soil may require additional engineering, special installation methods and additional cost.

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

David Kulis  
Senior Sales Representative  
Musco Sports Lighting, LLC  
211 2nd Avenue West, Oskaloosa, IA 52577  
Phone: 845-745-4423  
E-mail: david.kulis@musco.com



**RFP #041123**  
**REQUEST FOR PROPOSALS**  
**for**  
**Sports Lighting Solutions with Related Technology, Equipment, and Services**

**Proposal Due Date: April 11, 2023, 4:30 p.m., Central Time**

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Sports Lighting Solutions with Related Technology, Equipment, and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than April 11, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.

**SOLICITATION SCHEDULE**

Public Notice of RFP Published:	February 21, 2023
Pre-proposal Conference:	March 20, 2023, 10:00 a.m., Central Time
Question Submission Deadline:	April 3, 2023, 4:30 p.m., Central Time
Proposal Due Date:	<b>April 11, 2023, 4:30 p.m., Central Time</b> Late responses will not be considered.
Opening:	April 11, 2023, 6:30 p.m., Central Time See RFP Section V.G. "Opening"





# The New York State Contract Reporter

*NYS' official source of contracting opportunities  
Bringing business and government together*

This document printed  
Tuesday, 02/21/2023

## Contracting Opportunity

**Title:** Sports Lighting Solutions with Related Technology, Equipment, and Services  
**Agency:** Sourcewell  
**Division:** Procurement Department  
**Contract Number:** 041123  
**CR Number:** 2095254  
**Contract Term:** 4 years  
**Date of Issue:** 02/21/2023  
**Due Date/Time:** 04/11/2023 4:30 PM  
Central Time  
**County(ies):** All NYS counties  
**Classification:** Construction Vertical: Building Construction; Rehabilitation & New Construction -  
*Commodities*  
**Opportunity Type:** General  
**Entered By:** Jeremy Schwartz  
**Description:** Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Sports Lighting Solutions with Related Technology, Equipment, and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than April 11, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.  
**Service-Disabled Veteran-Owned Set Aside:** No  
**Business entities awarded an identical or substantially similar procurement contract within the past five years:**  
CHM Industries  
Cooper Lighting  
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# Daytona winning Stenhouse team thankful



Ken Willis  
The Daytona Beach  
News-Journal

DAYTONA BEACH, Fla. — Though auto racing is overflowing with the unpredictable, there are also many clockwork routines.

One of those is the post-race choreography for a team: break down the pit box, put everything away in its assigned place, hustle to the airport and fly home.

This time, not a chance. If you're gonna kick routine to the curb, you do your kicking after winning the Daytona 500.

"When you win a race like this, you take your time and celebrate it," Zach Yager said Monday morning. "You can rush to the plane when you lose. No need to be rushing to the plane when you win."

Instead, the No. 47 team remained in Daytona's Victory Lane, where champagne kept magically appearing as the hour grew later and later.

"We decided to enjoy it and stay inside the truck where it happened," Yager said. "A lot of champagne bottles. We were also so caught up in the moment, we didn't want to leave here. We felt if we left, it would make it not real."

Yager is the car carrier on Ricky Stenhouse Jr.'s pit crew. Normally on a Monday morning, he'd be back in the Charlotte, North Carolina, area, getting back to the modern routine for the modern crewman, which at the NASCAR level is now a full-time gig—cardio, pit practice, weights.

But this was no normal Monday. Over the years, it has informally been known as the Hangover Invitational. The winning driver and team returns to Daytona International Speedway, mere hours after leaving the previous night/early morning, for more platitudes and spoils.

Leather Daytona jackets for driver, crew chief and owner(s), as well as a Rolex for the driver, who removes it before pressing his hands (and right racing boot) into wet cement to solidify the history of it all.

Then it's more group pictures, and Stenhouse, like all the winners before him, is again reminded he didn't do it alone.

"For us as a race team, it's all about these guys, all the guys and gals back at the shop," Stenhouse said. "Friends and family — to celebrate this with them, it was the perfect ending. It didn't get too crazy last night, but we did stay out a little late."

This is obviously the career highlight, so far, for the 35-year-old Mississippi native. Stenhouse cut his racing teeth on dirt, making a name for himself in USAC's sprint-car divisions, before putting more sheet metal around him and asphalt down below — in 2008 he made the move to full-bodied stock cars and found quick success in the ARCA Series.

That's when he lined up a new Holy Grail.

"Once I transitioned to stock car racing in 2008, in the ARCA Series, that's when the dream of winning the Daytona 500 came about for me," he said Monday morning.

He came close before. First, he showed he could win here when he won Daytona's summer race in 2017. And a year ago in the 500, he led from lap 180 through 193 and was still jockeying for the lead — and potentially the eventual win — when he was caught up in a crash on lap 195.

Knowing you can win it is only half the battle.

"Once you get a win at Daytona, I felt like that dream was possible," Stenhouse said. "I knew where Victory Lane was. Last year, I felt like we had it in our grasp, but it slipped away. We seized it this year and it's really special."

It wasn't exactly a David-over-Goliath story, but about as close as you can get in NASCAR. Stenhouse's team — JTG Daugherty Racing — employs 40, owns a Cup Series charter, and partners with a slew of sponsors, big and small. A first-class operation, no doubt, but within today's Cup Series, it's practically a shoestring operation.

"You have to have the right people," said Jodi Geshickler, part of an ownership group that includes her husband Tad, former NBA All-Star Brad Daugherty,



Ricky Stenhouse does the Daytona 500 winner's traditions Monday in Victory Lane. NARSA ZACH YAGER/THE NEWS-JOURNAL

ty, and Gordon Smith.

"It's a beautiful moment," Jodi said on a crisp and clear morning. "The sun is shining, we're here together celebrating. We have so much to be thankful for, from a spiritual standpoint, we just thank God for this moment."

The night before, it was other men upstairs who held the No. 47 team's fate in their hands. After an overtime extended by a lengthy caution, and another restart, Stenhouse got back to the white flag in a side-by-side battle with Joey Logano — shoesteering versus Team Penske.

Yet another free-for-all erupted behind them through Turn 1, and since they had completed one lap of the two-lap overtime, the ensuing yellow flag ended the racing — the finishing order would be frozen in whatever position everyone was in when the caution was triggered.

Logano and Stenhouse, or Stenhouse and Logano? Officials upstairs viewed replays and scoring equipment and made the call: Goliath gets second place. Behind pit wall, the tire carrier felt the call coming but wouldn't let himself believe it until he heard it.

"I knew they were going to review it," Yager said Monday. "I thought, if they're going to look at this, for once I hope the chips fall on our side. We were five laps away from winning this last year. Don't rip the rug out from under us again. Let it be us."

## NASCAR Cup Series

### Daytona 500

Daytona International Speedway  
Daytona Beach, Fla.  
(Start available in parentheses)

- 1 (19) Ricky Stenhouse Jr. Chevrolet, 273 laps, 48 points
- 2 (1) Chase Elliott Chevrolet, 272, 41
- 3 (10) Chase Larson Ford, 272, 36
- 4 (10) Denny Hamlin Toyota, 272, 40
- 5 (1) Alex Bowman Chevrolet, 272, 41
- 6 (10) AJ Allmendinger Chevrolet, 272, 34
- 7 (10) David Reardon Chevrolet, 272, 33
- 8 (1) Ryan Blaney Ford, 272, 34
- 9 (12) Ross Chastain Chevrolet, 272, 24
- 10 (13) Kyle Busch Ford, 272, 9
- 11 (13) Kevin Harvick Toyota, 272, 34
- 12 (10) Clint Bowyer Ford, 272, 37
- 13 (10) Ty Gibbs Ford, 272, 8
- 14 (13) Joey Logano Ford, 272, 23
- 15 (10) Martin Truex Jr. Toyota, 272, 21
- 16 (12) Corey Lewis Chevrolet, 272, 31
- 17 (10) Denny Hamlin Toyota, 272, 33
- 18 (10) Ryan Blaney Ford, 272, 34
- 19 (10) Kyle Busch Chevrolet, 272, 18
- 20 (10) Ty Gibbs Ford, 272, 18
- 21 (10) Bubba Wallace Toyota, 272, 17
- 22 (10) Joe Gibbs Ford, 272, 18
- 23 (10) Brad Keselowski Ford, 272, 25
- 24 (10) Matt Kenseth Ford, 272, 23
- 25 (12) Noah Gragson Chevrolet, 272, 12
- 26 (10) Ty Gibbs Ford, 272, 9
- 27 (10) Martin Truex Jr. Toyota, 272, 11
- 28 (10) Ryan Blaney Ford, 272, 34
- 29 (10) Clint Bowyer Ford, 272, 37
- 30 (10) Ty Gibbs Ford, 272, 8
- 31 (10) AJ Allmendinger Chevrolet, 272, 34
- 32 (10) David Reardon Chevrolet, 272, 33
- 33 (10) Denny Hamlin Toyota, 272, 33
- 34 (10) Ryan Blaney Ford, 272, 34
- 35 (10) Kyle Busch Chevrolet, 272, 18
- 36 (10) Ty Gibbs Ford, 272, 18
- 37 (10) Bubba Wallace Toyota, 272, 17
- 38 (10) Joe Gibbs Ford, 272, 18
- 39 (10) Brad Keselowski Ford, 272, 25
- 40 (10) Matt Kenseth Ford, 272, 23
- 41 (12) Noah Gragson Chevrolet, 272, 12
- 42 (10) Ty Gibbs Ford, 272, 9
- 43 (10) Martin Truex Jr. Toyota, 272, 11
- 44 (10) Ryan Blaney Ford, 272, 34
- 45 (10) Clint Bowyer Ford, 272, 37
- 46 (10) Ty Gibbs Ford, 272, 8
- 47 (10) AJ Allmendinger Chevrolet, 272, 34
- 48 (10) David Reardon Chevrolet, 272, 33
- 49 (10) Denny Hamlin Toyota, 272, 33
- 50 (10) Ryan Blaney Ford, 272, 34

## Race Statistics

Average Speed of Race Winner: 145.34 mph

Time of Race: 3 hours, 48 minutes, 33 seconds

Margin of Victory: Under Caution

Cautions: 8 for 28 laps

Lap Chart: 1st Lap: 1st place

Lap Leaders: 1. Elliott 13, 2. Hamlin 13, 3. Larson 13, 4. Bowman 13, 5. Hamlin 13, 6. Hamlin 13, 7. Hamlin 13, 8. Hamlin 13, 9. Hamlin 13, 10. Hamlin 13, 11. Hamlin 13, 12. Hamlin 13, 13. Hamlin 13, 14. Hamlin 13, 15. Hamlin 13, 16. Hamlin 13, 17. Hamlin 13, 18. Hamlin 13, 19. Hamlin 13, 20. Hamlin 13, 21. Hamlin 13, 22. Hamlin 13, 23. Hamlin 13, 24. Hamlin 13, 25. Hamlin 13, 26. Hamlin 13, 27. Hamlin 13, 28. Hamlin 13, 29. Hamlin 13, 30. Hamlin 13, 31. Hamlin 13, 32. Hamlin 13, 33. Hamlin 13, 34. Hamlin 13, 35. Hamlin 13, 36. Hamlin 13, 37. Hamlin 13, 38. Hamlin 13, 39. Hamlin 13, 40. Hamlin 13, 41. Hamlin 13, 42. Hamlin 13, 43. Hamlin 13, 44. Hamlin 13, 45. Hamlin 13, 46. Hamlin 13, 47. Hamlin 13, 48. Hamlin 13, 49. Hamlin 13, 50. Hamlin 13, 51. Hamlin 13, 52. Hamlin 13, 53. Hamlin 13, 54. Hamlin 13, 55. Hamlin 13, 56. Hamlin 13, 57. Hamlin 13, 58. Hamlin 13, 59. Hamlin 13, 60. Hamlin 13, 61. Hamlin 13, 62. Hamlin 13, 63. Hamlin 13, 64. Hamlin 13, 65. Hamlin 13, 66. Hamlin 13, 67. 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## Bid RFP #041123 - Sports Lighting Solutions with Related Technology, Equipment, and Services

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Bid Type RFP

Bid Number 041123

Title Sports Lighting Solutions with Related Technology, Equipment, and Services

Start Date Feb 21, 2023 8:29:30 AM CST

End Date Apr 11, 2023 4:30:00 PM CDT

Agency Sourcewell

Bid Contact Jeremy Schwartz  
(218) 894-5488  
rfo@sourcewell-mn.gov  
202 12th Street NE  
P.O. Box 219  
Staples, MN 56479-0219**Access Reports**  
View reports on who has been notified of the bid or accessed it.  
(Notification report) (Access report)**Questions**  
0 Questions  
0 Unanswered  
(View/Ask Questions)**Edit Bid**  
(Create Addendum)

## Description

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Sports Lighting Solutions with Related Technology, Equipment, and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal (<https://portal.sourcewell-mn.gov>). Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than April 11, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.

## Pre-Bid Conference

Date Mar 20, 2023 10:00:00 AM CDT

Location Online Conference

Notes Login information will be emailed two business days prior to the event.

## Documents

No Documents for this bid



## View Details

Click [here](#) to return to the Sourcewell Procurement Portal home page.

<b>Bid Details</b>	
Bid Classification:	Goods
Bid Type:	RFP - General
Bid Number:	RFP 041123
Bid Name:	Sports Lighting Solutions with Related Technology, Equipment, and Services
Bid Status:	Open
Bid Closing Date:	Tue Apr 11, 2023 4:30:00 PM (CDT)
Question Deadline:	Mon Apr 3, 2023 4:30:00 PM (CDT)
Electronic Auctions:	Not Applicable
Language for Bid Submissions:	English unless specified in the bid document
Submission Type:	Online Submissions Only
Submission Address:	Online Submissions Only
Public Opening:	No
Description:	Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for <b>Sports Lighting Solutions with Related Technology, Equipment, and Services</b> to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal ( <a href="https://portal.sourcewell-mn.gov">https://portal.sourcewell-mn.gov</a> ). Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than <b>April 11, 2023, at 4:30 p.m. Central Time</b> , and late proposals will not be considered.
Bid Document Access:	Bid Opportunity notices and awards and a free preview of the bid documents is available on this site free of charge without registration. Please note, some documents may be secured and you will be required to register for the bid to download and view the documents. There is no cost to obtain an unsecured version of the document and for to participate in this solicitation.
Categories:	<a href="#">Show Categories (+)</a>
<a href="#">Submit a Question</a> <a href="#">Register for this Bid</a> <a href="#">Download Bid Documents</a>	

## Meeting Locations

The following are the meeting times and locations for the opportunity:

Meeting Location	Description	Date / Time	Mandatory Me...	Meeting Document
Online Pre-Proposal Conference	Login instructions will be posted to the "Documents" section and available to registered suppliers two business days prior to the web conference.	Monday March 20, 2023 10:00 AM (CDT)	No	

Documents		
File Name	Pages	
RFP_041123_Sports_Lighting Friday February 17, 2023 08:03 AM	13	<a href="#">Download</a>
RFP_041123_Sports_Lighting_Contract_Template Thursday February 16, 2023 10:46 AM	18	<a href="#">Download</a>
RFP_041123_Sports_Lighting_Login_Instructions Thursday March 16, 2023 09:16 AM	1	<a href="#">Download</a>





## Proposal Opening Record

Date of opening: April 11, 2023

Sourcewell posted Request for Proposal #041123, for the procurement of Sports Lighting Solutions with Related Technology, Equipment, and Services, on the Sourcewell Procurement Portal [[proportal.sourcewell-mn.gov](https://proportal.sourcewell-mn.gov)] on Tuesday, February 21, 2023, and the solicitation remained in an open status within the portal until April 11, 2023, at 4:30 pm CT. The RFP required that all proposals be submitted through the Sourcewell Procurement Portal no later than 4:30 pm CT on April 11, 2023, the date and time specified in the Solicitation Schedule.

The undersigned certify that all responses received on Request for Proposal #041123 were submitted through the Sourcewell Procurement Portal, and that each Proposer's response material was digitally sealed upon submission and remained inaccessible until the due date and time specified in the Solicitation Schedule.

Responses were received from the following:

Alpha Supply, LLC - Submitted 4/10/23 at 11:48:22 PM  
Cooper Lighting, LLC - Submitted 4/07/23 at 10:52:06 AM  
Daybreak LED, LLC - Submitted 4/11/23 at 1:52:28 PM  
Hellas Construction, Inc. - Submitted 4/11/23 at 11:33:06 AM  
LEDVANCE - Submitted 4/11/23 at 10:58:38 AM  
Musco Sports Lighting, LLC - Submitted 4/10/23 at 10:57:03 AM  
Schreder Lighting, LLC - Submitted 4/11/23 at 2:12:01 PM  
Shineto Lighting USA, LLC - Submitted 4/10/23 at 12:44:41 PM  
Techline Sports Lighting, LLC - Submitted 4/11/23 at 12:48:34 PM

The Proposals were opened electronically, and a list of all Proposers was made publicly available in the Sourcewell Procurement Portal, on April 11, 2023, at 4:31:34 PM CT. All responsive proposals were then submitted for review by the Sourcewell Evaluation Committee.

DocuSigned by:  
*Kim Austin*  
6630543C58384D1...

Kim Austin, MBA, CPPB, Procurement Lead Analyst

DocuSigned by:  
*Carol Jackson*  
6EE63AEDED5F46E...

Carol Jackson, Procurement Analyst



**Proposal Evaluation**  
**Sports Lighting Solutions with Related Technology, Equipment, and Services RFP #041123**

	Alpha Supply, LLC	Cooper Lighting, LLC	Daybreak LED, LLC	Hellas Construction, Inc.	LEDVANCE	Musco Sports Lighting, LLC	Schreder Lighting, LLC	Shineto Lighting USA, LLC	Techline Sports Lighting, LLC
Conformance to RFP Requirements	50	37	41	40	42	42	39	35	42
Pricing	400	294	330	303	310	321	309	238	306
Financial Viability and Marketplace Success	75	52	63	53	61	63	60	46	57
Ability to Sell and Deliver Service	100	46	83	67	78	84	79	64	77
Marketing Plan	50	35	41	38	42	41	37	35	42
Value Added Attributes	75	57	63	63	59	63	62	57	62
Warranty	50	38	41	39	42	45	40	36	44
Depth and Breadth of Offered Equipment, Products, or Services	200	159	169	156	162	176	168	134	165
<b>Total Points</b>	<b>1,000</b>	<b>718</b>	<b>831</b>	<b>759</b>	<b>796</b>	<b>835</b>	<b>794</b>	<b>646</b>	<b>795</b>
<b>Rank Order</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>

DocuSigned by:

Kim Austin

6830543C58384D1...

Kim Austin, MBA, CPPB, NIGP-CPP, Procurement Lead Analyst

DocuSigned by:

Brandon Town

7BCA93CD6377421...

Brandon Town, NIGP-CPP, CPSM, CPSD, Procurement Analyst

DocuSigned by:

Leo A. G.

080704E40D3E445...

Michael Muñoz, CPPB, Procurement Analyst

DocuSigned by:

Bill Davison

679614F597034BA...

Bill Davison, CPPB, NIGP-CPP, Procurement Analyst



SOURCEWELL  
STATE OF MINNESOTA



Member Kircher moved the adoption of the following Resolution:

**RESOLUTION TO APPROVE SOLICITATION AND/OR RE-SOLICITATION OF CATEGORIES**

**7/18/2023**

**Resolution No. 2023\_16**

WHEREAS, Sourcewell desires to issue a solicitation, and is seeking permission from the Board to issue a solicitation, for the categories listed on Appendix A, which is attached and incorporated.

WHEREAS, through the Sourcewell Procurement Policy, the Board designated the Chief Procurement Officer to administer Sourcewell's cooperative purchasing and contracting program; and

WHEREAS, the Chief Procurement Officer recommends approval of categories detailed above.

NOW THEREFORE BE IT RESOLVED that the Board of Directors hereby approves the solicitation of categories.

The motion for the adoption of the foregoing resolution was duly seconded by Member Barrows and the following voted in favor: (list names here)

Zylka, Nagel, Thiel, Barrows, Arts, Kircher, Kicker

and the following voted against: (list names here or "NONE")

NONE

whereupon said resolution was declared duly passed and adopted.

ATTEST:

DocuSigned by:

*Linda Arts*

0EF5785E1EAD4CF...

Clerk to the Board of Directors



## APPENDIX A

**SOURCEWELL PROCUREMENT DEPARTMENT  
BOARD ITEMS - July 2023**
**CONSENT AGENDA ITEMS**
**Requesting Board permission to Solicit the following categories:**

Dental Equipment, Supplies, and Related Solutions

**Requesting Board permission to Re-Solicit the following categories:**

Public Safety Video Surveillance Solutions with Related Equipment, Software, and Accessories

**CONSENT AGENDA ITEMS**
**NEW CONTRACTS**

Supplier Name	Contract Number	Solicitation Title
Cooper Lighting	041123-CPL	"Sports Lighting Solutions with Related Technology, Equipment and Services"
Hellas Construcion	041123-HLC	"Sports Lighting Solutions with Related Technology, Equipment and Services"
Musco Sports Lighting	041123-MSL	"Sports Lighting Solutions with Related Technology, Equipment and Services"
Schreder Lighting	041123-SRD	"Sports Lighting Solutions with Related Technology, Equipment and Services"
Techline Sports Lighting	041123-TCE	"Sports Lighting Solutions with Related Technology, Equipment and Services"
FERNO Washington	041823-FNO	"Critical Care and EMS Equipment"
McKesson Medial-Surgical Government Solutions	041823-MML	"Critical Care and EMS Equipment"
School Health Corporation	041823-SHC	"Critical Care and EMS Equipment"
Stryker Canada	041823-STK	"Critical Care and EMS Equipment"
Stryker Sales	041823-STY	"Critical Care and EMS Equipment"
ZOLL Medical Corporation	041823-ZLL	"Critical Care and EMS Equipment"

**CONTRACT EXTENSIONS**

Supplier Name	Contract Number	Solicitation Title
Shaw Industries	080819-SII	"Flooring Materials with Related Supplies and Services"

**NEW IDIQ CONTRACTS**

Company Name	Contract Number	Region - Type of Work
Vazquez Commercial Contracting	KS-R1-GC-061323-VCC	Region 1 - Western Kansas - General Construction
The Wilson Group, Inc.	KS-R1-GC-061323-TWG	Region 1 - Western Kansas - General Construction
BKM Construction, LLC	KS-R1-GC-061323-BKM	Region 1 - Western Kansas - General Construction
CORE Construction	KS-R1-GC-061323-CCT	Region 1 - Western Kansas - General Construction
Julius Kaaz Construction Company	KS-R1-GC-061323-JKC	Region 1 - Western Kansas - General Construction
Haren Companies	KS-R1-GC-061323-HAC	Region 1 - Western Kansas - General Construction
Henderson Building Solutions, LLC	KS-R1-GC-061323-HBS	Region 1 - Western Kansas - General Construction
Vazquez Commercial Contracting	KS-R1-HVAC-061323-VCC	Region 1 - Western Kansas - Mechanical/HVAC
Vazquez Commercial Contracting	KS-R1-E-061323-VCC	Region 1 - Western Kansas - Electrical
BKM Construction, LLC	KS-R1-PAC-061323-BKM	Region 1 - Western Kansas - Pavement/Asphalt/Concrete
Julius Kaaz Construction Company	KS-R1-PAC-061323-JKC	Region 1 - Western Kansas - Pavement/Asphalt/Concrete
Vazquez Commercial Contracting	KS-R2-GC-061323-VCC	Region 2 - Eastern Kansas - General Construction
The Wilson Group, Inc.	KS-R2-GC-061323-TWG	Region 2 - Eastern Kansas - General Construction
MTS Contracting, Inc.	KS-R2-GC-061323-MTS	Region 2 - Eastern Kansas - General Construction
BKM Construction, LLC	KS-R2-GC-061323-BKM	Region 2 - Eastern Kansas - General Construction
CORE Construction	KS-R2-GC-061323-CCT	Region 2 - Eastern Kansas - General Construction
Julius Kaaz Construction Company	KS-R2-GC-061323-JKC	Region 2 - Eastern Kansas - General Construction
Haren Companies	KS-R2-GC-061323-HAC	Region 2 - Eastern Kansas - General Construction
Henderson Building Solutions, LLC	KS-R2-GC-061323-HBS	Region 2 - Eastern Kansas - General Construction
Vazquez Commercial Contracting	KS-R2-HVAC-061323-VCC	Region 2 - Eastern Kansas - Mechanical/HVAC
Vazquez Commercial Contracting	KS-R2-E-061323-VCC	Region 2 - Eastern Kansas - Electrical
BKM Construction, LLC	KS-R2-PAC-061323-BKM	Region 2 - Eastern Kansas - Pavement/Asphalt/Concrete
Julius Kaaz Construction Company	KS-R2-PAC-061323-JKC	Region 2 - Eastern Kansas - Pavement/Asphalt/Concrete

**IDIQ Contract Extensions**

Company Name	Contract Number
None	





**Solicitation Number: RFP #041123**

## **CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Musco Sports Lighting, LLC, 100 1st Ave West, Oskaloosa, IA 52577 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for **Sports Lighting Solutions with Related Technology, Equipment, and Services** from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

### **1. TERM OF CONTRACT**

A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.

**EXPIRATION DATE AND EXTENSION.** This Contract expires **June 16, 2027**, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

041123-MSL

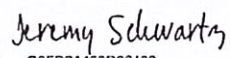
R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

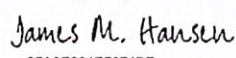
S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

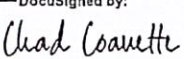
## 22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell  
DocuSigned by:  
  
By: C0FD2A139D06489...  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 6/16/2023 | 2:10 PM CDT

Musco Sports Lighting, LLC  
DocuSigned by:  
  
By: 05A9E224EF374DF...  
James M. Hansen  
Title: Secretary  
Date: 6/23/2023 | 2:36 PM CDT

Approved:

DocuSigned by:  
  
By: 48BAF71B0894454...  
Chad Coquette  
Title: Executive Director/CEO  
Date: 6/23/2023 | 2:44 PM CDT





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/11/2025

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).

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 4201 Westown Parkway, Suite 120 West Des Moines IA 50266	CONTACT NAME: Francisco Honzura PHONE (A/C, No, Ext): 515-309-6220 FAX (A/C, No): 515-457-8849 E-MAIL ADDRESS: Francisco_Honzura@ajg.com
INSURED Musco Sports Lighting, LLC 100 1st Ave W Oskaloosa, IA 52577	MUSCLIG-01
INSURER(S) AFFORDING COVERAGE	
INSURER A: Sentry Insurance Company	NAIC # 24988
INSURER B: Travelers Casualty Company of CT	36170
INSURER C: Indian Harbor Insurance Company	36940
INSURER D:	
INSURER E:	
INSURER F:	

## COVERAGES

CERTIFICATE NUMBER: 1091984221

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.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	Y	9016877004	7/1/2024	7/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 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	AUTOMOBILE LIABILITY <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 type="checkbox"/> NON-OWNED AUTOS ONLY		9016877003	7/1/2024	7/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	CUP9X03061124NF	7/1/2024	7/1/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N/A	9016877001 9016877002	7/1/2024 7/1/2024	7/1/2025 7/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Architects & Engineers Professional Liability & Pollution Liability		CEO742113904	7/1/2024	7/1/2025	Each Claim Aggregate Retention 5,000,000 5,000,000 250,000

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

RE: Musco project 182045 - Methuen High School Stadium Retrofit

City of Methuen is shown as Additional Insured solely with respect to General Liability coverage as evidenced herein as required by written contract with respect to work performed by the Named Insured. 30 Days' Notice of Cancellation applies in favor of Certificate Holder as required by written contract.

## CERTIFICATE HOLDER

## CANCELLATION

City of Methuen  
41 Pleasant St  
Methuen MA 01844

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

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POLICY NUMBER: 9016877004

COMMERCIAL GENERAL LIABILITY  
CG 20 10 10 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**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 Person or Organization:**

As required by written contract

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**A. Section II - Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

**B.** With respect to the insurance afforded to these additional insureds, the following exclusion is added:

**2. Exclusions**

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 site 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.



POLICY NUMBER: 9016877004

COMMERCIAL GENERAL LIABILITY  
CG 20 37 10 01

**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

**SCHEDULE**

<b>Name of Person or Organization:</b> As required by written contract
<b>Location And Description of Completed Operations:</b> As required by written contract
<b>Additional Premium:</b>

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**Section II - Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## BLANKET ADDITIONAL INSURED, PRIMARY & NONCONTRIBUTORY, WAIVER OF SUBROGATION

This endorsement modifies the coverage provided under the following Coverage Form(s):

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Coverage enhancements are listed below. For details of each coverage, please read the corresponding policy provisions in the body of this endorsement.

1. **Additional Insureds - Automatic Status for 12 Additional Insured Types**
  - A. Automatic Status When Required In Written Contract Or Agreement (for Acts or Omissions In The Performance of Your Operations)
  - B. Lessor of Leased Equipment
  - C. Owners or Other Interests From Whom Land Has Been Leased
  - D. Manager or Lessor of Premise
  - E. Mortgagee, Assignee, or Receiver
  - F. Controlling Interest
  - G. Co-owner Of Insured Premises
  - H. Executors, Administrators, Trustees Or Beneficiaries
  - I. State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises
  - J. Any Person Or Organization You Are Performing Work For
  - K. Vendors
  - L. Grantor of Franchise
2. **Primary and Noncontributory - Other Insurance Condition**
3. **Waiver Of Transfer Of Rights Of Recovery Against Others To Us (Waiver Of Subrogation) - Automatic**

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

#### 1. Additional Insureds - Automatic Status for 12 Additional Insured Types

Section II - Who Is An Insured is amended to include the following as additional insureds when you have agreed to add that person or organization as an Additional Insured on your policy in a written contract or written agreement with that person or organization, or because of a permit issued by a state or political subdivision; provided the injury or damage occurs subsequent to the execution of the contract or agreement or issuance of the permit and while the contract, agreement or permit remains in effect.

#### A. Automatic Status When Required In Written Contract Or Agreement (for Acts or Omissions In The Performance of Your Operations)

- 1) A person or organization with respect to liability for:
  - a. "Bodily injury" or "property damage" not included in the "products-completed operations hazard"; or
  - b. "Personal and advertising injury";caused by, in whole or in part, your acts or omissions or the acts or omissions of those acting on your behalf in the performance of your operations.



- 2) With respect to insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" due to rendering of or failure to render any professional service. This includes but is not limited to:

- a. Legal, accounting or advertising services;
- b. Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings or specifications;
- c. Inspection, supervision, quality control, architectural or engineering activities done by or for you on a project on which you serve as construction manager;
- d. Engineering services, including related supervisory or inspection services;
- e. Medical, surgical, dental, X-ray or nursing services treatment, advice or instruction;
- f. Any health or therapeutic service treatment, advice or instruction;
- g. Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement, or personal grooming or therapy;
- h. Any service, treatment, advice or instruction relating to physical fitness, including service, treatment, advice or instruction in connection with diet, cardiovascular fitness, bodybuilding or physical training programs;
- i. Optometry or optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;
- j. Body piercing services;
- k. Services in the practice of pharmacy;
- l. Law enforcement or firefighting services; and
- m. Handling, embalming, disposal, burial, cremation or disinterment of dead bodies.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional service.

#### **B. Lessor of Leased Equipment**

- 1) Any person(s) or organization(s) with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).
- 2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

#### **C. Owners or Other Interests From Whom Land Has Been Leased**

- 1) Any person(s) or organization(s) with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the land leased to you by the additional insured person(s) or organization(s).
- 2) With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

  - a. Any "occurrence" which takes place after you cease to lease that land;
  - b. Structural alterations, new construction or demolition operations performed by or on behalf of the additional insured person(s) or organization(s).



**D. Manager or Lessor of Premise**

Any person(s) or organization(s) with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you by the additional insured person(s) or organization(s), subject to the following additional exclusions:

This insurance does not apply to:

- 1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- 2) Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

**E. Mortgagee, Assignee, or Receiver**

Any person(s) or organization(s) with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of a premises by you.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for such additional insured person(s) or organization(s).

**F. Controlling Interest**

- 1) Any person(s) or organization(s) with respect to their liability arising out of:
  - a. Their financial control of you; or
  - b. Premises they own, maintain or control while you lease or occupy these premises.
- 2) This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

**G. Co-owner Of Insured Premises**

Any person(s) or organization(s) with respect to their liability as co-owner of a premises coowned by you and covered under this insurance.

**H. Executors, Administrators, Trustees Or Beneficiaries**

Any executor, administrator, trustee or beneficiary of your estate or living trust while acting within the scope of their duties as such.

**I. State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises**

Any state or governmental agency or subdivision or political subdivision, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

- 1) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or
- 2) The construction, erection or removal of elevators; or
- 3) The ownership, maintenance or use of any elevators covered by this insurance.

**J. Any Person Or Organization You Are Performing Work For**

Any person(s) or organization(s) with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- 1) In the performance of your ongoing operations; or
- 2) In connection with your premises owned by or rented to you.

**K. Vendors**

- 1) Any person(s) or organization(s) (referred to throughout this endorsement as vendor), but only with respect to liability for "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

However:

- a. The insurance afforded to such vendor only applies to the extent permitted by law; and



- b. If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.
- 2) With respect to the insurance afforded to these vendors, the following additional exclusions apply:
  - a. The insurance afforded the vendor does not apply to:
    - 1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
    - 2) Any express warranty unauthorized by you;
    - 3) Any physical or chemical change in the product made intentionally by the vendor;
    - 4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
    - 5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
    - 6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
    - 7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (1) The exceptions contained in Subparagraphs d. or f.; or
- (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

b. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

#### L. Grantor of Franchise

Any person(s) or organization(s) with respect to their liability as grantor of a franchise to you.

However:

- 1. The insurance afforded to such additional insureds 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.

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;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

If there is any difference in coverage afforded to an additional insured in this endorsement and

that provided under another additional insured endorsement attached to this policy, the broader coverage will apply to that additional insured.

## **2. Primary And Noncontributory Insurance**

The following is added to the Other Insurance Condition and supersedes any provision to the contrary:

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.

## **3. Waiver Of Transfer Of Rights Of Recovery Against Others To Us (Waiver Of Subrogation) - Automatic**

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 against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.



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

## **NOTICE OF CANCELLATION - CERTIFICATE HOLDERS**

This endorsement modifies insurance 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 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 the listing of certificate holders provided by the Broker upon our request. 30 day notice of cancellation applies.

All other terms and conditions of this policy remain unchanged.