

**Athletic  
Field  
Renovation**

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February 14

**2018**



## Contents

SECTION 1: ADVERTISEMENT FOR BIDS .....	2
2018 Athletic Field Renovation .....	2
SECTION 2: AGREEMENT FOR GROUNDS SERVICE WORK .....	3
SECTION 3: EXHIBIT "A" .....	6
SECTION 4: Baseball Field Renovation .....	9
Park Arthur: S63W17601 College Ave .....	9
Field #1 .....	9
Field #2 .....	9
Field #3 .....	10
Field #4 .....	10
Warning Track .....	10
Horn Field: S79W18200 Horn Park Dr. ....	11
Bluhm Park S77W13607 McShane Dr. ....	11
Field #1 .....	11
Field #2 .....	12
Field #3 .....	12
Field #4 .....	12
Bluhm Park Rugby Field .....	13
Kurth Park S70W14415 Belmont Dr.....	14
Denoon Park W216S10798 Crowbar Dr.....	15
SECTION 5: Attached Maps .....	16
Park Arthur .....	
Horn Park .....	
Bluhm Park .....	
Kurth Park .....	
Denoon Park .....	

# SECTION 1: ADVERTISEMENT FOR BIDS

## 2018 Athletic Field Renovation

City of Muskego

Waukesha County, Wisconsin

Sealed bids will be received by the City of Muskego Office of the City Clerk at W182 S8200 Racine Avenue, Muskego WI 53150-0749 no later than 2:30 P.M. local time on Wednesday, February 28, 2018. Bids will be publicly read aloud at the above time and place.

This project requires Field Renovation for a total of twelve fields, eleven baseball field and one rugby field, located within six different parks throughout the City of Muskego. The project includes renovating each field as indicated in the scope and services prior to all league sporting events.

All work is included in a single prime contract.

Bidding documents, including digital Drawings and Specifications may be obtained from the City of Muskego free of charge beginning Wednesday, February 14, 2018 by visiting [www.cityofmuskego.org/bids](http://www.cityofmuskego.org/bids). Should you wish to obtain a hard copy you may visit City Hall at W182 S8200 Racine Avenue, Muskego WI 53150. A \$75.00 non-refundable fee in the form of check or cash is required for each set requested. To obtain hard copies of the bidding documents by mail, submit an additional \$20.00 per set to cover the costs of postage and handling.

No bid may be withdrawn for a period of 90 days after the opening date.

Field renovation, prior to all league sporting events, is of the essence. All non-compliance to field scope and services are subject to consequences

City of Muskego reserves the right to accept the most advantageous bid, or to reject any and all bids. Award of Work described herein is subject to the provisions of the Wisconsin Statutes.

For all questions, please contact Frank Heinrich at (262)-679-4128

Published: February 14, 2018

February 21, 2018

CITY OF MUSKEGO

Scott Kroeger, P.E., PLS, ENV SP, MB,

City of Muskego Public Works and

Development Director

## **SECTION 2: AGREEMENT FOR GROUNDS SERVICE WORK**

THIS AGREEMENT by and between the **City of Muskego** (hereinafter called Owner) and (hereinafter called Contractor).

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

### ARTICLE 1. SCOPE OF WORK

Contractor shall complete all Work as specified or indicated in the Scope of Work.

### ARTICLE 2. CONTRACT PRICE

Owner shall pay Contractor for completion of the work defined herein and in Exhibit "A", in current funds, as follows:

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### ARTICLE 3. CONTRACT TIMEFRAME

This contract is for a one-year period covering the year 2018. The contract price is \$\_\_\_\_\_

### ARTICLE 4. CONTRACT PERFORMANCE

The Work shall be completed in the manner specified in the Scope of Work.

### ARTICLE 5. PAYMENTS

Contractor shall submit applications for payment for process by the Director of Public Works and the Owner shall make payment in accordance with the manner described in Exhibit "A".

Due to the seasonal nature of the work, invoices must be submitted in the year that work is performed or payment for that work may be voided by owner.

## ARTICLE 7. MISCELLANEOUS

The Covenants and Agreements contained herein shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns, except as otherwise provided herein.

IN WITNESS WHEREOF, Contractor and Owner have signed this Agreement on the day and year first above-written.

\_\_\_\_\_

(Contractor)

By: \_\_\_\_\_

(Signature)

\_\_\_\_\_

(Title)

\_\_\_\_\_

(Print or Type Name)

Date: \_\_\_\_\_

CITY OF MUSKEGO

\_\_\_\_\_

Kathy Chiaverotti, Mayor

\_\_\_\_\_

Sharon Mueller, Finance & Administration Director

Date: \_\_\_\_\_

## SECTION 3: EXHIBIT “A”

### 2018 ATHLETIC FIELD RENOVATION SERVICES AND SCOPE OF WORK

#### I. Baseball Field and Rugby Field Renovation areas:

SITE 1: Park Arthur  
S63 W17601 College Ave  
Muskego, Wisconsin 53150

SITE 4: Kurth Park  
S70 W14415 Belmont Drive  
Muskego, Wisconsin 53150

SITE 2: Horn Park  
S79 W18200 Horn Park Dr.  
Muskego, Wisconsin 53150

SITE 5: Denoon Park  
W2016 S10798 Crowbar Dr.  
Muskego, Wisconsin 53150

SITE 3: Bluhm Park  
S77 W13607 McShane Dr.  
Muskego, Wisconsin 53150

**Please see Section 4 for Baseball Field and Rugby Renovations Scope and Services.**

**Please see Section 5 for attached maps for approximate locations.**

Damages resulting as part of construction to all surrounding park areas and features, which include but not limited to: pavements, turf field, trees, plants, vegetation, and park equipment (fences, signs, benches, bleachers, etc.) will be reinstalled/corrected to the City of Muskego satisfaction, at the contractor's expense. All litter on the grounds is to be picked up. **A usage schedule will be provided indicating all baseball and rugby event dates and times and the time periods during the day when the parks are reserved for organized athletic activities or by picnic groups/activities.** Field Renovations should not conflict with park users and early morning starting times shall not disturb neighbors. If needed, the Public Works Director will do walk through with contractor who is awarded 2018 service.

Contractor shall be a certified and licensed commercial pesticide applicator with the Wisconsin Department of Agriculture, Trade and Consumer Protection, having a minimum Category 3 (Ornamentals and Turf) designation.

**Adequate coordination is to be had with the Public Works Director and Recreation Manager to avoid conflicts with scheduled recreational activities at these sites.**

The herbicide selected shall be used strictly as labeling instructions indicate with special precautions taken in regards to rainfall. Runoff is to be prevented and the maximum effectiveness of the chemical is to be achieved. Use of a wetting agent is to be approved by the Public Works Director.

A copy of the herbicide label, M.S.D.S., rate of application and date of application are to be provided to the Public Works Director.

#### **IV. Terms and Conditions:**

1. Monthly payments shall be made by the city upon receipt of an invoice. Invoices must be submitted in the year that work is performed or payment for that work may be voided by owner.
2. Contact person will be Public Works Director at (262) 679-4145.
3. Must have Certified Pesticide Applicator's License.
4. Contractor is at all times working as an Independent Contractor for the City, as opposed to an employee, and as such is not entitled to any protections or benefits offered by the City to its employees, under any circumstances whatsoever.

#### **INSURANCE AND INDEMNIFICATION**

In order to protect against potential liability arising out of the activities performed hereunder, contractor shall obtain and maintain, in full force and effect, comprehensive general liability insurance with minimum limits of \$1,000,000 per occurrence and \$1,000,000 aggregate. Said insurance may not be cancelled, reduced or changed in any way without at least thirty (30) day written notice to the City. Failure to provide proper notice, in and of itself, shall be grounds for termination of this agreement. Contractor shall obtain Certificates of Insurance as well as Endorsements to its insurance policies as follows:

- 30 day notice of cancellation.
- Contractor's primary insurance.
- Waiver of rights of recovery against others to us.
- Naming the City as an additional insured.

Contractor hereby agrees to indemnify, defend and hold harmless the City of Muskego, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorney's fees, costs, and expenses of whatsoever kind or nature in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of Contractor or of anyone acting under its direction or control or on its behalf, even if liability is also sought to be imposed on City of Muskego, its elected and appointed officials, officers, employees,

agents, representatives and volunteers. The obligation to indemnify, defend and hold harmless the City of Muskego, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, shall be applicable unless liability results from the sole negligence of the City of Muskego, its elected and appointed officials, officers, employees, agents, representatives and volunteers.

Contractor shall reimburse the City of Muskego, its elected and appointed officials, officers, employees, agents, representatives and volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

In the event that Contractor employees other persons, firms, corporations or entities (sub-contractor) as part of the work covered by this agreement, it shall be Contractor's responsibility to require and confirm that each sub-contractor enters into an Indemnity Agreement in favor of the City of Muskego, its elected and appointed officials, officers, employees, agents, representatives and volunteers, which is identical to this Indemnity Agreement.

This indemnity provision shall survive the termination or expiration of this Agreement.

Nothing contained within this agreement is intended to be a waiver or estoppel of the City or its insurer to rely upon the limitations, defenses, exemptions from liability and immunities contained with Wisconsin Statutes sections 893.80, 345.05, Chapter 292 or any other statutory provision. To the extent that indemnification is available and enforceable, the City or its insurer shall not be liable in indemnity, contribution, or otherwise for an amount greater than the limits of liability for municipal claims established by Wisconsin law.

#### **CONSEQUENCES FOR NOT COMPLYING WITH THE SCOPE OF THE WORK**

1. A substantiated case of non-compliance will be addressed to the contact person representing the Contractor by a representative of the City of Muskego.
2. A contractor's response deemed adequate by the city's representative, in its sole discretion, will be accepted and maintained in a file should a future situation develop.
3. A contractor's response deemed inadequate by the city's representative, in its own discretion, will result in immediate termination of the contractual service. In the event of termination, Contractor will only be paid for work that was completed through the date of termination.

## **SECTION 4: Baseball Field Renovation**

### **Park Arthur: S63W17601 College Ave**

#### **Field #1**

Skinned Infield

Base Distances (60', 65', 70')

- Remove any existing weeds on the skinned area.
- Re-edge and define lip area where the infield meets the grass using existing material.
- Address any low areas on the infield using existing material.
- Finish Drag

#### **Field #2**

Skinned Infield

Base Distances (60', 65', 70')

- Remove any existing weeds on the skinned area.
- Re-edge and define lip area where the infield meets the grass using existing material.
- Address any low areas on the infield using existing material.
- Finish Drag

### **Field #3**

Skinned Infield

Base Distances (60', 65', 70')

- Remove any existing weeds on the skinned area.
- Re-edge and define lip area where the infield meets the grass using existing material.
- Address any low areas on the infield using existing material.
- Finish Drag

### **Field #4**

Grass Infield

Base Distances (90')

- Remove any existing weeds on the skinned areas.
- Re-edge and define all lip areas where infield meets the grass.
- Address any low areas using existing material.
- Laser Grade and compact infield using existing material.
- Finish Drag

### **Warning Track**

- Remove all existing weeds from Warning Track.
- Re-edge and define grass edge where the track meets the grass.
- Apply 2" of Limestone Screenings across the entire Warning Track. Finish grade with Laser Grader and compact.

## **Horn Field: S79W18200 Horn Park Dr.**

Grass Infield

Base Distance (90')

- Remove any existing weeds on the skinned areas.
- Re-edge and define all lip areas where infield meets the grass.
- Address any low areas using existing material.
- Laser Grade and compact infield using existing material.
- Finish Drag

## **Bluhm Park S77W13607 McShane Dr.**

### **Field #1**

Skinned Infield

Base Distances (60' & 65')

- Remove any existing weeds on the skinned area.
- Re-edge and define lip area where the infield meets the grass using existing material.
- Address any low areas on the infield using existing material.
- Finish Drag

## **Field #2**

### Skinned Infield

#### Base Distances (60' & 65')

- Remove any existing weeds on the skinned area.
- Re-edge and define lip area where the infield meets the grass using existing material.
- Address any low areas on the infield using existing material.
- Finish Drag

## **Field #3**

### Skinned Infield

#### Base Distances (60', 65', 70')

- Remove any existing weeds on the skinned area.
- Re-edge and define lip area where the infield meets the grass using existing material.
- Address any low areas on the infield using existing material.
- Finish Drag

## **Field #4**

### Skinned Infield

#### Base Distances (60', 65', 70')

- Remove any existing weeds on the skinned area.
- Re-edge and define lip area where the infield meets the grass using existing material.
- Address any low areas on the infield using existing material.
- Finish Drag

## Bluhm Park Rugby Field

Grass Field

110,000 Sqft.

- Over Seeding
  - 1) Spring
    - A) Rugby Field playing surface should be over seeded using a PTO driven slit over seeder.
      - (a) Rate: 5Lbs per 1000 sqft.
      - (b) Seed: 70/30 Athletic Mix
  
- Over Seeding
  - 1) Fall
    - A) Rugby Field playing surface should be over seeded using a PTO driven slit over seeder.
      - (a) Rate: 5Lbs per 1000 sqft.
      - (b) Seed: 70/30 Athletic Mix
  
- Fertilization/Weed Control
  - 1) Spring-Fall
    - A) Rugby Field playing surface should get (5) applications for the 2018 season.
      - (a) Round 1 Granular Fertilizer 19-0-0. March-April
      - (b) Round 2 Liquid Herbicide Broadleaf Weed Control. May-June
      - (c) Round 3 Granular Fertilizer 32-0-8. June-August
      - (d) Round 4 Granular Fertilizer 32-0-8. September-October

(e) Round 5 Granular Fertilizer 32-0-8. October-  
November

2) The Fertilization/Weed Control application dates can get moved up or pushed back due to the field conditions or weather. This will be coordinated with the City of Muskego.

### **Kurth Park S70W14415 Belmont Dr.**

Skinned Infield

Base Distances (60'&70')

- Remove any existing weeds on the skinned area.
- Re-edge and define lip area where the infield meets the grass using existing material.
- Address any low areas on the infield using existing material.
- Laser Grade and Compact infield using existing material.
- Finish Drag

## **Denoon Park W216S10798 Crowbar Dr.**

### Skinned Infield

Base Distances (60',65',70',90')

- Remove any existing weeds on the skinned area.
- Remove existing base pegs
- Realign and install new base pegs at 60',70',80',90' distances.
- Re-edge and define lip area where the infield meets the grass using existing material.
- Address any low areas on the infield using existing material.
- Laser Grade and Compact infield using existing material.
- Finish Drag

**SECTION 5: Attached Maps**

# Park Arthur S63W17601 College Ave

City of Muskego - Baseball & Rugby Fields to be Maintained



## LEGEND

 Field Project Area



# Horn Park S79W18200 Horn Park Drive

City of Muskego - Baseball & Rugby Fields to be Maintained



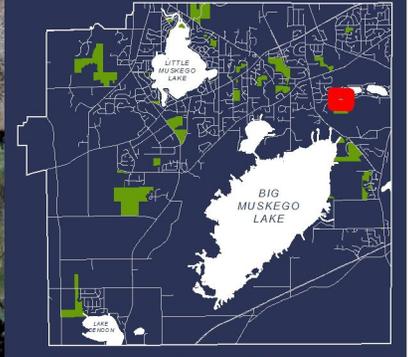
## LEGEND

 Field Project Area



# Bluhm Park S77W13607 McShane Drive

City of Muskego - Baseball & Rugby Fields to be Maintained



## LEGEND

 Field Project Area



# Kurth Park S70W14415 Belmont Drive

City of Muskego - Baseball & Rugby Fields to be Maintained



## LEGEND

 Field Project Area



# Denoon Park W216S10798 Crowbar Drive

City of Muskego - Baseball & Rugby Fields to be Maintained



## LEGEND

 Field Project Area

