BIDDERS’S PROPOSAL

FOR:

Baseball Diamond Field Restoration and Landscape Drain Installation
For City of Racine
Horlick Athletic Field Baseball Diamond

SEALED BIDS DUE BY 1PM ON: July 17, 2019

TO: Monica Santos - Purchasing Agent
City Hall 730 Washington Avenue Room 105 Racine, Wisconsin 53403

The undersigned hereby proposes to furnish all labor, tools, equipment and all materials, except as definitively specified to be furnished by others and construct complete, ready for use, all in accordance with advertisement, specifications and contract, all as attached hereto and all of which the undersigned has examined, the following work for the compensation indicated:

LUMP SUM BID: BASEBALL DIAMOND FIELD RESTORATION & LANDSCAPE DRAIN INSTALLATION – HORLICK ATHLETIC FIELD BASEBALL DIAMOND

The Contractor shall submit a Lump Sum Bid for Baseball Diamond Field Restoration and Landscape Drain Installation at Horlick Athletic Field located at 1648 N. Memorial Drive; in accordance with these specifications as listed on Schedule “A.”

TOTAL AMOUNT OF THIS PROPOSAL: __________________________________________________________

_____________________________________________ Dollars $________________

Work under this contract shall be completed between August 18th thru August 30th, 2019.

SUPPLEMENTAL UNIT PRICING

1. Time & Material Rate for repair of latent conditions or additional work for any portion of this project.

@ _______________________________ Dollars /Man-hour $____________

Materials (Contractors Cost): Plus _____________ %

Firm ______________________________

By _______________________________ Title _______________________________

Date _______________________________

Email _______________________________
SPECIFICATIONS

Baseball Diamond Field Restoration and Landscape Drain Installation
Horlick Athletic Field Baseball Diamond

DIVISION I
GENERAL CONDITIONS

A. **Scope**
Contractor shall, for the bid price given, furnish all materials, labor, tools and equipment and perform all necessary work to ensure proper completion of the bid items listed on the Bidder’s Proposal for Baseball Diamond Field Restoration and Landscape Drain Installation at Horlick Athletic Field Baseball Diamond per these specifications and **Schedule “A.”**

B. **Baseball Diamond Field Restoration and Landscape Drain Installation at Horlick Athletic Field – Project Overview:**
Project includes preparing baseball diamond, batters’ boxes, dugouts for installation of Astro-Turf® and includes adding 912±LF of drain in the outfield. Contractor shall excavate as required to install landscape drains, landscape fabric and a catch basin, then fill baseball diamond excavation, roughly 27,521 SF with compacted stone per plans and specifications. **Project Note:** **Initial excavation to base grade of the baseball diamond and primary storm water piping will be completed as step 1 of 6, see Work by Others.** Baseball Diamond Field Restoration and Landscape Drain Installation is step 5 of 6 for the Horlick Baseball Diamond Turf Installation, contractor shall not damage other vendors work and shall coordinate with other vendors via direct communication with the Project Manager.

C. **Construction Notes:**
1. The majority of the Scope of Baseball Diamond Field Restoration and Landscape Drain Installation at Horlick Athletic Field is will be found on Drawings C6, C8 & C9. Contractor shall review entire plan set to ensure coordination with other contractors is synced.
2. Excavation Contractor shall coordinate with Project Manager.
3. Project Manager will set grades and monitor grades throughout project.

D. **Scope of Work:**
1. Excavate as needed to install Owner provided 740±LF of 8” corrugated pipe, 812±LF of 4” corrugated pipe. Set in 3/8” chips per specifications – chips provided by Owner.
2. Install 1,406±LF of 1” x 12” flat drain.
3. Connect drains to catch basis per plans.
4. Install Owner provided landscape fabric per plans.
5. Cover landscape drains and fill baseball infield with approximately 1019 CYs of free draining stone provided by Owner.
6. Fill non-baseball diamond excavations with good spoils, top off with 6” of compacted topsoil.
7. Clean all excessive spoils.

E. **Location**
The work under this contract shall be performed at:
   Horlick Athletic Field Baseball Diamond – 1648 N. Memorial Drive, Racine; Wisconsin.

F. **Quantities**
The quantities for the items listed on the Bidder’s Proposal shall be considered approximate and the Parks Department reserves the right to increase or decrease quantities stated to stay within the limits of the established project budget.
1. Estimate of quantities is for bidding purposes.
2. Quantities required in excess of project scope will be paid based on the Supplemental Unit Prices on the Bidder’s Proposal.

G. Inspection of Site
1. Contractors shall visit the site to determine the exact conditions that exist relative to the services called for under these specifications.
2. Project locations can be visited during the normal working day.
3. **Owner Contact:** Robert Rafel MBA CPI, Parks & Facilities Specialist
   262.636.9135 – Office 262.498.4765 – Mobile
   Robert.Rafel@cityofracine.org

H. General
1. Contractor shall secure all permits and pay all fees required for the work under this contract.
2. Contractor shall protect and maintain all existing conduits, cables, wires, sewers, pipes, structures, etc. and repair any item that is damaged or disturbed, at contractor’s expense.
3. Contractor shall take all necessary precautions to protect all existing vegetation. Any trees, shrubs and/or lawn areas that are damaged by the Contractor shall be replaced and/or restored, at contractor’s expense.
4. Contractor shall notify DIGGERS HOTLINE prior to any excavation. Contractor shall not proceed until all utilities have been located and marked.
5. Contractor shall notify the Parks Department 262.636.9135 three - (3) working days prior to any excavation in order that all private park utility lines can be located. Contractor shall not proceed until such lines have been located and marked.

DIVISION II
MATERIALS AND INSTALLATION

A. Standards
1. The work hereunder shall be performed in a thorough, workmanlike manner in conformance with the accepted methods and practices of each trade and in strict compliance with all applicable sections of the City of Racine Municipal Codes, the State of Wisconsin Standards Specifications for Road and Bridge Construction, the American Society for Testing and Materials or any other applicable code, standard or order as if such legal requirements were herein set forth in length. Any reference to the above mentioned codes or standards shall refer to the most recent or latest specification or designation.
2. Where names of specific products are designated in these specifications or in the details appearing on the plans, the intent is to state the general type and quality of the product desired without ruling out use of other products of equal type and quality provided that use of other products of equal type and quality has been approved in writing by the Parks Department five (5) working days prior to the due date.

B. Owner Provided Materials
1. 3/8” stone chips: 12 CY – 17.6 Tons
2. Free stone (Pea Gravel): 1,019 CY – 1,376.1 Tons
3. Geotextile fabric: 36,695 SF
4. 4” Corrugated drain: 812 LF
5. 8” Corrugated drain: 740 LF
6. 1” x 12” Flat drain: 1,406 LF
7. Contractors may use onsite restrooms.

C. Work Included
1. Except for items noted in Paragraph “B.” Supply all materials as noted per plans and specifications.
2. Excavate as required for installation of landscape drains.
3. Fill all areas per specifications.
4. Finish excavated areas to a rough finish. No asphalt, concrete, stones or foreign materials.

D. Related Work
   1. Remove all turf spoils from landscape drain installation.

E. Work Not Included – Work By Others
   1. Initial excavation of soils and turf from existing baseball diamond.
   2. Opening area of chainlink fence for construction entrance.
   3. Excavation for concrete curb or fence installation.
   4. Concrete replacement not related to sewer installation.
   5. Installation of fence.
   7. Irrigation repairs or replacement.
   8. Installation of Synthetic Turf.

F. Utilities
   Note: Contractor is responsible to call Digger’s Hotline and Owner Representative to mark utilities.
   1. Project Area:
      b. Water & Irrigation - See Plans.
      c. Storm Sewer – See Plans.
      d. Gas – Underground, Call Digger’s Hotline
      e. Communications - None in project area.

G. Sawcuts
   All saw-cuts shall be full depth.

H. Incidental Adjustments
   Contractor is required to make all slight adjustments of stop boxes or other obstructions that is incidental to the project area at no additional cost to the City of Racine.

I. Backfilling
   All areas adjacent to asphalt paths, concrete pads, sidewalk and/or curb and gutter construction shall be backfilled with screened topsoil and meet the requirements of the applicable provisions of the State Specifications. Topsoil backfill must be compressed or compacted in such a manner to prevent settlement or washout.
   1. Backfill shall be 4” minimum of clean topsoil.
   2. Salvaged topsoil may be used with permission the owner.
   3. Backfilling must be placed, stepped in, seeded and covered. Backfill must be rolled if compaction is sufficient to prevent settlement or washout.
   4. Backfill must match adjoining surfaces.
   5. Any settlement within one (1) year must be repaired by contractor within 10 days of notification.

J. Barricades
   Contractor shall furnish, erect and maintain at all times during construction all necessary signs, lights, barricades and warning devices required to protect the general public, Contractor’s employees and the work itself. All barricades shall conform to the appropriate section of the latest edition of the “Traffic Controls for Street Construction and Maintenance Operations” manual, published by the Commissioner of Public Works. A copy of this manual is on file in the Department of Public Works.
K. **Haul Routes & Excavated Materials**
   1. The Parks Department reserves the right to direct the Contractor as to the routes to be used for hauling of excavated materials from the project site and new materials to the site.
   2. All spoils become the property of the contractor and must be removed from the project site.

L. **Quality Assurance & Standards**
   The Contractor shall employ adequate numbers of experienced, skilled tradesmen for the work, who are familiar with all the methods, materials, requirements and their standards needed for the proper performance of the work specified and in accordance with best industry standards.

M. **Special Circumstances**
   1. Football portion of Horlick Athletic Field will be open for afternoon football games. Contractor shall ensure project related equipment and vehicles stay within designated project boundaries.
   2. Contractor shall limit all vehicles to project area.

   **DIVISION III**
   **FINAL INSPECTION AND CLEANUP**

A. **Standards**
   1. Any existing structure, damaged or disturbed during the course of construction of any phase of this contract, shall be repaired by the Contractor, at Contractor’s expense. This includes any sawcuts needed, as determined by the Parks Department, to straighten any irregular edges of the damaged structure(s).
   2. All refuse associated with any construction phase of this contract shall be immediately cleaned up and removed by the Contractor.
   3. Contractor shall not use Owners refuse containers.

   **DIVISION IV**
   **TIME LIMIT**

A. **Standards**
   1. *Work under this contract shall be completed between August 18th thru August 30th, 2019.*
   2. Contractor shall contact Owner Representation and Project Manager if weather conditions prevent completion of project within designated time frame.

   **DIVISION V**
   **GUARANTEE**

Contractor shall agree and guarantee that the materials, equipment and workmanship supplied by him shall be free from all defects and strictly in accordance with the specifications at the time of its completion and acceptance by the City of Racine and for a period of one (1) year thereafter; and in case of any cracks, leaks or settlement or any other defects as to materials, equipment or workmanship existing or appearing in any part of the work constructed by him within one (1) year thereafter, the Contractor agrees to forthwith repair the same upon notification by the City using the same materials required by this specification and in case the Contractor shall fail to make such repairs; the Contractor further agrees and guarantees to pay for all labor and material used in or about the construction of said work in his contract which may become a lien or a claim against the City. Such agreement and guarantee shall be made a part of the contract and the fulfillment thereof shall be secured by the bond of the Contractor.
DIVISION VI
INSURANCE, BONDING & HOLD HARMLESS AGREEMENT

To the fullest extent allowable by law, Contractor hereby indemnifies and shall defend and hold harmless the City of Racine, its elected and appointed officials, officers, employees or authorized representatives or volunteers and each of them from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs, and expenses of whatsoever kind or nature whether arising before, during, or after completion of the work hereunder and 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 in connection with or incident to the performance of this Agreement regardless if liability without fault is sought to be imposed on the City of Racine, Contractor's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability caused by the sole fault, sole negligence, or willful misconduct of the City of Racine, or its elected and appointed officials, officers, employees or authorized representatives or volunteers. This indemnity provision shall survive the termination or expiration of this Agreement.

In any and all claims against the City of Racine, its elected and appointed officials, officers, employees or authorized representatives or volunteers by an employee of Contractor, any subcontractor, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, Disability Benefit Acts, or other employee benefit acts.

No provision of this Indemnification clause shall give rise to any duties not otherwise provided for by this Agreement or by operation of law. No provision of this Indemnity clause shall be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to the City of Racine, its elected and appointed officials, officers, employees or authorized representatives or volunteers under this or any other contract. This clause is to be read in conjunction with all other indemnity provisions contained in this Agreement. Any conflict or ambiguity arising between any indemnity provisions in this Agreement shall be construed in favor of indemnified parties except when such interpretation would violate the laws of the state in which the job site is located. Contractor shall reimburse the City of Racine, its elected and appointed officials, officers, employees or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City of Racine, its elected and appointed officials, officers, employees or authorized representatives or volunteers.

Insurance Requirements

The Contractor shall not commence work under a contract until he has obtained all insurance required under this paragraph and has filed certificates thereof with the Owner, nor shall the Contractor allow a Subcontractor to commence work until all similar insurance required has been so obtained and filed with the Contractor. Unless otherwise specified in this Agreement, the Contractor shall, at its sole expense, maintain in effect at all times during the performance of the Work, insurance coverage with limits not less than those set forth below with insurers and under forms of policies set forth below.
Worker’s Compensation and Employers Liability Insurance - The Contractor shall cover or insure under the applicable labor laws relating to worker’s compensation insurance, all of their employees in accordance with the law in the State of Wisconsin. The Contractor shall provide statutory coverage for work related injuries and employer's liability insurance with limits of $1,000,000 each accident, $1,000,000 disease policy limit, and $1,000,000 disease each employee.

Commercial General liability and Automobile Liability Insurance - The Contractor shall provide and maintain the following commercial general liability and automobile liability insurance:

Coverage – Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:

1. Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG0001)
2. Insurance Services Office (ISO) Business Auto Coverage (Form CA0001), covering Symbol 1 (any vehicle)

Limits - The Contractor shall maintain limits no less than the following:

1. General Liability - One million dollars ($1,000,000) per occurrence ($2,000,000 general aggregate if applicable) for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503, or ISO CG 2504, or insurer’s equivalent endorsement provided to the City of Racine) or the general aggregate including product-completed operations aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability - One million dollars ($1,000,000) for bodily injury and property damage per occurrence limit covering all vehicles to be used in relationship to the Agreement.

3. Umbrella Liability - One Million dollars ($1,000,000) for bodily injury, personal injury and property damage per occurrence in excess of coverage carried for Employers’ Liability, Commercial General Liability and Automobile Liability as described above.

Required Provisions - The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City of Racine, its elected and appointed officials, officers, employees or authorized representatives or volunteers are to be given additional insured status as respects liability arising out of activities performed by or on behalf of the Contractor; on products and completed operations of the Contractor; for premises occupied or used by the Contractor; and on any vehicles owned, leased, hired or borrowed by the Contractor.

2. The coverage shall contain no special limitations on the scope of protection afforded to the City of Racine, its elected and appointed officials, officers, employees or authorized representatives or volunteers.

3. For any claims related to this project, the Contractor's insurance shall be primary insurance as respects the City of Racine, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Any insurance, self-insurance, or other coverage maintained by the City of Racine, its elected and appointed officials, officers, employees, or authorized representatives or volunteers shall not contribute to it.
4. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Racine, its elected and appointed officials, officers, employees or authorized representatives or volunteers.

5. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6. Each insurance policy required by this agreement shall state, or be endorsed to state, that coverage shall not be canceled by the insurance carrier or the Contractor, except after sixty (60) days (or 10 days for non-payment of premium) prior written notice by U.S. mail has been given to the City of Racine.

7. Such liability insurance shall indemnify the City of Racine, its elected and appointed officials, officers, employees or authorized representatives or volunteers against loss from liability imposed by law upon, or assumed under contract by, the Contractor for damages on account of such bodily injury (including death), property damage, personal injury, completed operations, and products liability.

8. The general liability policy shall cover bodily injury and property damage liability, owned and non-owned equipment, blanket contractual liability, completed operations liability with a minimum of a 24 month policy extension, explosion, collapse, underground excavation, and removal of lateral support, and shall not contain an exclusion for what is commonly referred to by the insurers as the "XCU" hazards. The automobile liability policy shall cover all owned, non-owned, and hired vehicles. All of the insurance shall be provided on policy forms and through companies satisfactory to the City of Racine, and shall have a minimum A.M. Best's rating of A-VII.

Deductibles and Self-Insured Retentions - Any deductible or self-insured retention must be declared to and approved by the City of Racine. At the option of the City of Racine, the insurer shall either reduce or eliminate such deductibles or self-insured retentions.

Evidences of Insurance - Prior to execution of the agreement, the Contractor shall file with the City of Racine a certificate of insurance (Acord Form 25-5 or equivalent) signed by the insurer's representative evidencing the coverage required by this agreement. Such evidence shall include an additional insured endorsement signed by the insurer's representative. Such evidence shall also include confirmation that coverage includes or has been modified to include all required provisions 1-8.

Responsibility for Work - Until the completion and final acceptance by the City of Racine of all the work under and implied by this agreement, the work shall be under the Contractor's responsibility care and control. The Contractor shall rebuild, repair, restore and make good all injuries, damages, re-erects, and repairs occasioned or rendered necessary by causes of any nature whatsoever.

Sub-Contractors - In the event that the Contractor employs other contractors (subcontractors) as part of the work covered by this agreement, it shall be the Contractor's responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above.

END OF DETAILED SPECIFICATIONS

SCHEDULE “A.” – NM&B Plan # 2018.0021.01
INSTRUCTION TO BIDDERS

The specifications shall be held to include the Advertisement, Instructions to Bidders, Manufacturer’s Qualifications, General Conditions, Proposal, Contract and Specifications.

All bids shall be made out as directed in the specifications and shall be on the Standard Proposal form furnished by the City of Racine. Any bid not on this form will not be accepted. Failure to comply with these requirements may result in rejection of bidder’s proposal. Bids will be placed in a sealed envelope and marked with the words “OFFICIAL NOTICE #17-2019” Please return this entire bid package with your bid.

Bids are to be State and Federal Tax Exempt. A tax exemption certificate will be furnished to the successful bidder. No bid may be withdrawn after the time for opening bids.

Payment for the work will be in cash upon completion and acceptance of the work unless otherwise specified. If monthly payments are made, they will be made as set forth in the contract.

The City of Racine reserves the right to reject any or all bids or to accept any bid considered most advantageous to the City. It also reserves the right to waive any informalities in bids received whenever such waiver is in the best interest of the City of Racine.

The accompanying bid includes the furnishing of all materials, labor and equipment required by the attached specifications, which I have carefully examined, and I hereby certify that the statements made herein are true and correct.

The undersigned represents that the prices in the accompanying bid are neither directly or indirectly the result of an agreement with any other bidder.

COMPANY: __________________________________________
ADDRESS: __________________________________________
CITY, STATE: ________________________________________
PHONE: _____________________________________________
EMAIL: ______________________________________________
SIGNATURE: _________________________________________
PRINTED NAME: ______________________________________
BIDDER’S CERTIFICATION

I hereby certify that all statements herein are made in behalf of:

__________________________________________

Name of Corporation, Partnership or Person submitting bid

a corporation organized and existing under the laws of the State of:

__________________________________________

a partnership consisting of:

__________________________________________

an individual trading as:

__________________________________________

of the City of ____________________________ State of __________________

that I have examined and carefully prepared this proposal from the

plans and specifications and have checked the same in detail before

submitting this proposal; that I have full authority to make such statements

and submit this proposal in its (their) behalf, and that said statements are true and correct

SIGNATURE: ____________________________

TITLE: ____________________________

Sworn and subscribed to before me

this _________ day of _________ 20______.

________________________________________________________________________

(Notary or other officer authorized to administer oaths)

SEAL: ____________________________

My commission expires _______________