



City of Fergus Falls Committee of the Whole Agenda

November 29, 2023

7:00 am

City Council Chambers

A. Call to Order

B. Roll Call

C. Discussion Items

1. Update on Bigwood Event Center
Bill Sonmor

2. City Project 9148, DeLagoon Park Improvements
Brian Yavarow

Requested Action: Recommendation to the council to accept the lighting quote for DeLagoon softball fields in the amount of \$743,459

D. Additional Agenda Items

E. Announcements

December 4	5:30 pm	City Council Meeting
	6:00 pm (or later)	2024 Budget and Levy Presentation
December 13	7:00 am	Committee of the Whole Meeting
December 18	5:30 pm	City Council Meeting

Adjourn



Council Action Recommendation

Page 1 of 2

Meeting Date:

November 29, 2023 – Committee of the Whole

December 4, 2023 – City Council

Subject:

City Project No. 9148 – Delagoon Park Improvements

Recommendation:

- Accept Musco Sports Lighting quote in the amount of \$743,459 for the (Wagon Wheel) softball fields

Background/Key Points:

Since the voters approved the local option sales tax projects, the Delagoon Park improvement project has entered the final design phase for the campground and utility improvements which are planned to be competitive bid in early spring. The new baseball and softball lighting replacements are intended to be funded with the same funding source however, the lights can be completed separate from the campground and utility improvements.

Because of this, a lighting quote was procured from Musco Sports Lighting, approved by Sourcewell (state approved service cooperative – allows for single source quote) for the removal and replacement of the lighting systems at the softball wagon wheel (4 fields), Legion Baseball field, and Farmers Baseball field. The pricing for each field is listed on the attached quote for review.

As we are aware, inflation is impacting many consumers therefore, approving the softball lighting now at \$743,459.00 also allows Musco to hold their pricing for Legion and Farmer's fields until spring which otherwise would only be good for 30-days.

This will give the City more options in the spring in accepting the campground and utility bids, because of the flexibility with the bid alternates and the remaining baseball field lighting, all in consideration of budgeted funds.

If the wagon wheel fields quote is accepted, Musco will order the necessary materials now to install the softball field lighting later this winter. Ordering now could also alleviate potential conflicts in scheduling for the Softball Complex in the 2024 playing season.

Budgetary Impact:

The local option sales tax to publicly finance the project bonds is the current funding mechanism. The City has the legislative authority for a \$5.2 million dollar improvement project therefore, the projects scope before you will be bid with alternates. The estimated cost breakdown:

Item No.	Description of Improvements	Original Budget	Total Estimated Project Costs
1	Campground Master Plan Updates includes engineering soft costs	\$2,390,850	\$2,225,400
2	Sewer and Water Utility Extensions includes engineering soft costs	\$1,137,100	\$1,388,000
3	Concessions / Restroom Buildings administration to be performed by city	\$299,050	\$299,050
4	Lighting minor engineering costs to administer	\$1,373,000	\$1,378,000
Project Total		\$5,200,000	\$5,290,450

Please note, Item No. 1, 2, & 3 in the above table will be competitive bid in early spring. Item No. 4 (Lighting) will be procured thru the state approved service cooperative.

Originating Department:

Engineering Department

Respectfully Submitted:

Brian Yavarow - City Engineer

Attachments:

Musco Sports Lighting quote

Quote

Date: November 2023

Project: Delagoon Park
Fergus Falls, MN
Musco Project Number: 219253

Requested Action

Quotation Price – Materials Delivered to Job Site and Installation

Wagon Wheel	\$ 743,459
(4 softball fields - 270' each)	
Farmers Field	\$ 300,150
(1 baseball field - 330'r)	
Legion Field	\$ 320,153
(1 baseball field - 325'/370'/325')	

Sales tax and bonding are not included.

Quote is confidential. Pricing and lead times are effective for 30 days only.

Prices are subject to change if the order is not released within 60 days from the date of the purchase.

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

Guaranteed Lighting Performance

- Guaranteed light levels of 50 footcandles on the infield and 30 footcandles on the outfield and uniformity of 2.5:1 infield/3:1 outfield for softball and 2:1 infield/2.5:1 outfield for baseball
- BallTracker® technology – targeted light, optimizing visibility of the ball in play with no glare in the players typical line-of-sight

System Description

- Factory aimed and assembled luminaries, including BallTracker® luminaires
- Galvanized steel poles
- Pre-cast concrete bases with integrated lightning grounding
- Pole length factory assembled wire harnesses
- Factory wired and tested remote electrical component enclosures
- Auxiliary mounting brackets with crossarm attachment
- UL listed assemblies

Control Systems and Services

- Control-Link® control and monitoring system to provide remote on/off and dimming (high/medium/low) control and 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 your maintenance costs for 25 years
- 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

Musco Scope

- Provide design and layout for lighting system
- Test and final aim equipment

Installation Services Provided

[See attached scope of work]

Responsibilities of Buyer

- Confirm pole or luminaire locations, supply voltage and phase required for lighting system prior to production



Quote

Payment Terms

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.

Delivery Timing

8 - 12 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

Quote is based on following conditions:

- Shipment of project per calendar schedule.
- Voltage and phase system requirements to be confirmed.
- Structural code and wind speed = IBC, 118 mi/h, Exposure C, Importance Factor 1.
- Pricing includes salvaging 30 existing luminaires and delivering them to the City.
- 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.

Scott Peitz

Senior Sales Representative

Musco Sports Lighting, LLC

Phone: 612-368-9286

E-mail: scott.peitz@musco.com



**Delagoon Park Softball Complex
Fergus Fall, MN
Turnkey Scope of Work**

Customer Responsibilities:

1. Complete access to the site for construction utilizing standard 2-wheel drive rubber tire equipment.
2. Locate existing underground utilities not covered by your local utilities. (i.e. water lines, electrical lines, irrigation systems, and sprinkler heads). Musco or Subcontractor will not be responsible for repairs to unmarked utilities.
3. Locate and mark field reference points per Musco supplied layout. (i.e. home plate, center of FB field)
4. Pay for extra costs associated with foundation excavation in non-standard soils (rock, caliche, high water table, collapsing holes, etc.) or soils not defined in geo-technical report. Standard soils are defined as soils that can be excavated using standard earth auguring equipment.
5. Provide area on site for disposal of spoils from foundation excavation.
6. Provide area on site for dumpsters.

Musco Responsibilities:

1. Provide required foundations, poles, electrical enclosures, luminaires, wire harnesses, and control cabinets.
2. Provide layout of pole locations and aiming diagram.
3. Provide Project Management as required.
4. Provide stamped foundation designs based on. Soils that meet or exceed those of a Class 5 material as defined by 2018 IBC Table 1806.2.
5. Assist our installing subcontractor and ensure our responsibilities are satisfied.

Subcontractor Responsibilities

General:

1. Obtain any required permitting.
2. Contact 811 for locating underground public utilities and then confirm they have been clearly marked.
3. Contact the facility owner/manager to confirm the existing private underground utilities and irrigation systems have been located and are clearly marked to avoid damage from construction equipment. Notify owner and repair damage to marked utilities. Notify owner and Musco regarding damage which occurred to unmarked utilities.
4. Provide labor, equipment, and materials to off load equipment at jobsite per scheduled delivery.
5. Provide storage containers for material, (including electrical components enclosures), as needed.
6. Provide necessary waste disposal and daily cleanup.
7. Provide adequate security to protect Musco delivered products from theft, vandalism or damage during the installation.
8. Keep all heavy equipment off playing fields when possible. Repair damage to grounds which exceeds that which would be expected. Indentations caused by heavy equipment traveling over dry ground would be an example of expected damage. Ruts and sod damage caused by equipment traveling over wet grounds would be an example of damage requiring repair.
9. Provide startup and aiming as required to provide complete and operating sports lighting system.
10. Installation to commence upon delivery and proceed without interruption until complete. Notify Musco immediately of any breaks in schedule or delays.

Demolition:

1. Remove and dispose of the existing lighting poles, fixtures, and electrical enclosures. This will include the recycling of lamps, aluminum reflectors, ballast, and steel, as necessary.



Quote

2. Demolish existing foundations to 2 ft (0.6 m) below grade.
3. Leave existing power feed in place for connection to new pole locations.

Foundations, Poles, and Luminaires:

1. Mark and confirm pole locations per the aiming diagram provided. If there are any issues, immediately notify your Musco Project Manager.
2. Provide labor, materials, and equipment to install 24 LSS foundations as specified on Layout and per the stamped foundation drawings, if applicable.
3. Remove spoils to owner designated location at jobsite.
4. Provide labor, materials, and equipment to assemble Musco TLC-LED luminaires, electrical component enclosures, poles, and pole harnesses.
5. Provide labor, equipment, and materials to erect 24 dressed LSS Poles and aim utilizing the pole alignment beam.

Electrical:

1. Provide labor, materials, and equipment to reuse existing electrical service panels as required.
2. Provide labor, materials, and equipment to reuse existing electrical wiring as permitted.
3. Provide as-built drawings on completion of installation, **(if required)**.

Control System:

1. Provide labor, equipment, and materials to install 2 Musco control and monitoring cabinet(s) and terminate all necessary wiring.
2. Provide a dedicated 120 V 20 A controls circuit or a step-down transformer for 120 V control circuit if not available.
3. Check all zones to make sure they work in both auto and manual mode.
4. Commission Control-Link® by contacting Control-Link Central™ at 877-347-3319.



CODE OF CONDUCT

In order to maintain a high-quality jobsite and installation, Subcontractor represents to Musco that it has the supervision necessary to, and shall train, manage, supervise, monitor, and inspect the activities of its employees for the purpose of enforcing compliance with these safety requirements. Subcontractor acknowledges that Musco does not undertake any duty toward Subcontractor's employees to train, manage, supervise, monitor, and inspect their work activities for the purpose of enforcing compliance with these safety requirements, but Subcontractor agrees to abide by any reasonable recommendations made by Musco or Musco representatives with respect to safety.

Subcontractor agrees that it is or will be familiar with and shall abide by the safety rules and regulations of Musco and the Owner, including, but not limited to the Occupational Safety and Health Act of 1970 (OSHA), all rules and regulations established pursuant thereto, and all amendments and supplements thereto.

Subcontractor further agrees to require all its employees, subcontractors, and suppliers to comply with these requirements. Subcontractor shall also observe and comply with all laws with respect to environmental protection applicable to the Project.

Subcontractor shall require all its subcontractors, employees, visitors, suppliers, and agents under its direction to comply with the following:

1. GENERAL JOBSITE SAFETY AND CLEANLINESS.
 - a. Subcontractor's employees and agents shall be required to wear appropriate personal protective equipment including, but not limited to, safety glasses with side shields, work shoes, fall protection devices, and hard hats.
 - b. Where a walking or working surface has an unprotected side or edge which is six feet or more above a lower level, Subcontractor shall use guardrail systems, safety net systems, or personal fall arrest systems.
 - c. Jobsite shall be kept free of debris including, but not limited to, cardboard and packing materials which can become windborne.
 - d. Construction equipment shall be parked during non-use in an orderly fashion so as not to create inconvenience to others using the jobsite.
 - e. Subcontractor shall provide for and ensure the use of safety equipment for the Project in accordance with Musco's and Owner's safety requirements, to the extent these may be stricter than federal, state, or local standards, or generally recognized industry applicable standards.
 - f. Subcontractor shall provide the Musco project manager with an "Emergency List" showing Subcontractor's designated medical doctor, hospital, insurance company, and any other health service providers, such list to be updated within 24 hours of any change in the information provided.
 - g. Within eight (8) hours from the time of an accident (or such shorter period as laws may require), Subcontractor shall advise Musco of any accident resulting in injury to any person or damage to any equipment or facility. Upon request, Subcontractor shall promptly furnish Musco with a written report of any such accident as well as a copy of all insurance and worker's compensation claims involving the Project.
 - h. Subcontractor shall maintain and inspect all construction equipment, including cranes and other lifting equipment, prior to each use. Subcontractor warrants that all equipment operators shall be qualified for each piece of construction equipment they intend to operate. Documentation of specific training is the responsibility of the Subcontractor.
 - i. Jobsite shall be policed daily for compliance to the above conditions.
 - j. Subcontractor's employees and agents are prohibited from using drugs and alcohol on the Project

Quote

property or being under the influence of alcohol or drugs while performing work on the Project. Anyone observed participating in or observed under the influence will be removed from the Project immediately and prohibited from returning, with no exceptions.

2. CONFORMANCE TO STANDARD MUSCO INSTALLATION GUIDELINES.

- a. Review and understand installation instructions are provided with every product installation.
- b. Education of installation personnel to allow for highest efficiency and lowest possibility of failure.
- c. Verify that components have been assembled per Musco installation instructions.
- d. Verify plumb of concrete foundations prior to standing of poles.

3. PROVIDING A QUALITY INSTALLATION TEAM.

- a. Subcontractor's work directly reflects the quality of the installation and may indirectly relate to the quality of the product upon which Musco's reputation is built.
- b. Provide and maintain quality installation equipment. Records of maintenance and/or calibration shall be provided upon request.
- c. Personnel shall be knowledgeable in operation of equipment as well as installation of Musco product.
- d. All personnel provided by Subcontractor shall understand the relationship developed by and between Subcontractor and Musco, also by and between Musco and the customer, and act accordingly.



**Delagoon Park Baseball
Fergus Fall, MN
Turnkey Scope of Work**

Customer Responsibilities:

1. Complete access to the site for construction utilizing standard 2-wheel drive rubber tire equipment.
2. Locate existing underground utilities not covered by your local utilities. (i.e. water lines, electrical lines, irrigation systems, and sprinkler heads). Musco or Subcontractor will not be responsible for repairs to unmarked utilities.
3. Locate and mark field reference points per Musco supplied layout. (i.e. home plate, center of FB field)
4. Pay for extra costs associated with foundation excavation in non-standard soils (rock, caliche, high water table, collapsing holes, etc.) or soils not defined in geo-technical report. Standard soils are defined as soils that can be excavated using standard earth auguring equipment.
5. Provide area on site for disposal of spoils from foundation excavation.
6. Provide area on site for dumpsters.

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Demolition:

1. Remove and dispose of the existing lighting poles, fixtures, and electrical enclosures. This will include the recycling of lamps, aluminum reflectors, ballast, and steel, as necessary.
2. Demolish existing foundations to 2 ft (0.6 m) below grade.
3. Leave existing power feed in place for connection to new pole locations.

Foundations, Poles, and Luminaires:

1. Mark and confirm pole locations per the aiming diagram provided. If there are any issues, immediately notify your Musco Project Manager.
2. Provide labor, materials, and equipment to install 12 LSS foundations as specified on Layout and per the stamped foundation drawings, if applicable.
3. Remove spoils to owner designated location at jobsite.
4. Provide labor, materials, and equipment to assemble Musco TLC-LED luminaires, electrical component enclosures, poles, and pole harnesses.
5. Provide labor, equipment, and materials to erect 12 dressed LSS Poles and aim utilizing the pole alignment beam.

Electrical:

1. Provide labor, materials, and equipment to reuse existing electrical service panels as required.
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