

**AGREEMENT WITH PROFESSIONAL SPORTS FIELD, INC.
TO PROVIDE INFIELD MAINTENANCE SERVICES**

THIS AGREEMENT is made and entered into on this 16th day of January, 2024 by and between Professional Sports Field, Inc., a California corporation, (“Consultant”), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California (“City”).

RECITALS

- A. On November 2, 2023, City issued Request for Proposal No. 23-152 (“RFP”) seeking proposals from qualified firms and organizations to provide infield maintenance services to four designated districts within the City.
- B. Consultant submitted a responsive proposal that was selected by the City. Consultant represents that it is able and willing to provide the services, for the four designated districts, described in the scope of work that was included in the RFP.
- C. In undertaking the performance of this Agreement, Consultant represents that it is knowledgeable in its field and that any services performed by Consultant under this Agreement will be performed in compliance with such standards as may reasonably be expected from a professional consulting firm in the field.

NOW THEREFORE, in consideration of the mutual and respective promises, and subject to the terms and conditions hereinafter set forth, the parties agree as follows:

1. SCOPE OF SERVICES

Consultant shall perform during the term of this Agreement, the tasks and obligations including all labor, materials, tools, equipment, and incidental customary work required to fully and adequately complete the services described and set forth in **Exhibit A**, attached hereto and incorporated by reference.

2. COMPENSATION

- a. City agrees to pay, and Consultant agrees to accept as total payment for its services, the fees and rates set forth in consultant’s proposal submitted in response to City’s RFP and attached here as **Exhibit B**. The total sum to be expended under this Agreement shall not exceed \$2,759,035 for the entire term of this Agreement, including any extension periods exercised by the parties, as detailed below. The annual not to exceed amount for this Agreement is \$551,807, which includes a base annual amount of \$459,839 plus a contingency of \$91,968 for services to be exercised at the City’s sole discretion.
- b. Payment by City shall be made within forty-five (45) days following receipt of proper invoice evidencing work performed, subject to City accounting procedures. City and Consultant agree that all payments due and owing under this Agreement shall be made

through Automated Clearing House (ACH) transfers. Consultant agrees to execute the City's standard ACH Vendor Payment Authorization and provide required documentation. Upon verification of the data provided, the City will be authorized to deposit payments directly into Consultant's account(s) with financial institutions. Payment need not be made for work which fails to meet the standards of performance set forth in the Recitals which may reasonably be expected by City.

3. TERM

This Agreement shall commence on February 1, 2024 for a three (3) year term until January 31, 2027, with the option for the City to grant up to two (2) one (1) year renewals, exercisable by a writing by the City Manager and the City Attorney, unless terminated earlier in accordance with Section 15, below.

4. INDEPENDENT CONTRACTOR

Consultant shall, during the entire term of this Agreement, be construed to be an independent Consultant and not an employee of the City. This Agreement is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the City to exercise discretion or control over the professional manner in which Consultant performs the services which are the subject matter of this Agreement; however, the services to be provided by Consultant shall be provided in a manner consistent with all applicable standards and regulations governing such services. Consultant shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes.

5. OWNERSHIP OF MATERIALS

This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were provided to Consultant by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

6. INSURANCE

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the

performance of the work hereunder and the results of that work by the Consultant, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

- **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
- **Workers’ Compensation:** as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Other Insurance Provisions

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

Additional Insured Status

The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 2037 if a later edition is used).

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City. The City may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

Acceptability of Insurers

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

Verification of Coverage

Consultant shall furnish the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them.

The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances

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

7. INDEMNIFICATION

Consultant agrees to defend, and shall indemnify and hold harmless the City, its officers, agents, employees, contractors, special counsel, and representatives from liability: (1) for personal injury, damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including death, and claims for property damage, which may arise from the negligent operations of the Consultant, its subcontractors, agents, employees, or other persons acting on its behalf which relates to the services described in section 1 of this Agreement; and (2) from any claim that personal injury, damages, just compensation, restitution, judicial or equitable relief is due by reason of the terms of or effects arising from this Agreement. This indemnity and hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered, or alleged to have been suffered, by reason of the events referred to in this Section or by reason of the terms of, or effects, arising from this Agreement. The Consultant further agrees to indemnify, hold harmless, and pay all costs for the defense of the City, including

fees and costs for special counsel to be selected by the City, regarding any action by a third party challenging the validity of this Agreement, or asserting that personal injury, damages, just compensation, restitution, judicial or equitable relief due to personal or property rights arises by reason of the terms of, or effects arising from this Agreement. City may make all reasonable decisions with respect to its representation in any legal proceeding. Notwithstanding the foregoing, to the extent Consultant's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

8. INTELLECTUAL PROPERTY INDEMNIFICATION

Consultant shall defend and indemnify the City, its officers, agents, representatives, and employees against any and all liability, including costs, for infringement of any United States' letters patent, trademark, or copyright infringement, including costs, contained in the work product or documents provided by Consultant to the City pursuant to this Agreement.

9. RECORDS

Consultant shall keep records and invoices in connection with the work to be performed under this Agreement. Consultant shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any services, expenditures, and disbursements charged to the City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such records and invoices shall be clearly identifiable. Consultant shall allow a representative of the City to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement during regular business hours. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement for a period of three (3) years from the date of final payment to Consultant under this Agreement.

10. CONFIDENTIALITY

If Consultant receives from the City information which due to the nature of such information is reasonably understood to be confidential and/or proprietary, Consultant agrees that it shall not use or disclose such information except in the performance of this Agreement, and further agrees to exercise the same degree of care it uses to protect its own information of like importance, but in no event less than reasonable care. "Confidential Information" shall include all nonpublic information. Confidential information includes not only written information, but also information transferred orally, visually, electronically, or by other means. Confidential information disclosed to either party by any subsidiary and/or agent of the other party is covered by this Agreement. The foregoing obligations of non-use and nondisclosure shall not apply to any information that (a) has been disclosed in publicly available sources; (b) is, through no fault of the Consultant disclosed in a publicly available source; (c) is in rightful possession of the Consultant without an obligation of confidentiality; (d) is required to be disclosed by operation of law; or (e) is independently developed by the Consultant without reference to information disclosed by the City.

11. CONFLICT OF INTEREST CLAUSE

Consultant covenants that it presently has no interests and shall not have interests, direct or indirect, which would conflict in any manner with performance of services specified under this Agreement.

12. NON-DISCRIMINATION

Consultant shall not discriminate because of race, color, creed, religion, sex, marital status, sexual orientation, gender identity, gender expression, gender, medical conditions, genetic information, or military and veteran status, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, teaching, training, utilization, promotion, termination or other employment related activities or any services provided under this Agreement. Consultant affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

13. EXCLUSIVITY AND AMENDMENT

This Agreement represents the complete and exclusive statement between the City and Consultant, and supersedes any and all other agreements, oral or written, between the parties. In the event of a conflict between the terms of this Agreement and any attachments hereto, the terms of this Agreement shall prevail. This Agreement may not be modified except by written instrument signed by the City and by an authorized representative of Consultant. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate Consultant or the City. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein.

14. ASSIGNMENT

Inasmuch as this Agreement is intended to secure the specialized services of Consultant, Consultant may not assign, transfer, delegate, or subcontract any interest herein without the prior written consent of the City and any such assignment, transfer, delegation or subcontract without the City's prior written consent shall be considered null and void. Nothing in this Agreement shall be construed to limit the City's ability to have any of the services which are the subject to this Agreement performed by City personnel or by other Consultants retained by City.

15. TERMINATION

This Agreement may be terminated by the City upon thirty (30) days written notice of termination. In such event, Consultant shall be entitled to receive and the City shall pay Consultant compensation for all services performed by Consultant prior to receipt of such notice of termination, subject to the following conditions:

- a. As a condition of such payment, the Executive Director may require Consultant to deliver to the City all work product(s) completed as of such date, and in such case

such work product shall be the property of the City unless prohibited by law, and Consultant consents to the City's use thereof for such purposes as the City deems appropriate.

- b. Payment need not be made for work which fails to meet the standard of performance specified in the Recitals of this Agreement.

16. WAIVER

No waiver of breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure or right, or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

17. JURISDICTION - VENUE

This Agreement has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. Both parties further agree that Orange County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

18. PROFESSIONAL LICENSES

Consultant shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, the City of Santa Ana and all other governmental agencies. Consultant shall notify the City immediately and in writing of its inability to obtain or maintain such permits, licenses, approvals, waivers, and exemptions. Said inability shall be cause for termination of this Agreement.

19. NOTICE

Any notice, tender, demand, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or certified mail, postage prepaid, or sent by fax or other telegraphic communication in the manner provided in this Section, to the following persons:

To City:

City Clerk
City of Santa Ana
20 Civic Center Plaza (M-30)
P.O. Box 1988
Santa Ana, CA 92702-1988
Fax: 714- 647-6956

With courtesy copies to:

Executive Director, Public Works Agency
City of Santa Ana
20 Civic Center Plaza (M-21)
P.O. Box 1988
Santa Ana, California 92702

To Consultant:

Professional Sports Field Maintenance, Inc.
Attn: Jesus Moreno, CEO
29466 Ridge Road
San Juan Capistrano, CA 92675

A party may change its address by giving notice in writing to the other party. Thereafter, any communication shall be addressed and transmitted to the new address. If sent by mail, communication shall be effective or deemed to have been given three (3) days after it has been deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above. If sent by fax, communication shall be effective or deemed to have been given twenty-four (24) hours after the time set forth on the transmission report issued by the transmitting facsimile machine, addressed as set forth above. For purposes of calculating these time frames, weekends, federal, state, County or City holidays shall be excluded.

20. MISCELLANEOUS PROVISIONS

- a. Each undersigned represents and warrants that its signature herein below has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify City fully, including reasonable costs and attorney's fees, for any injuries or damages to City in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.
- b. All Exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.

[signature page to follow]

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

ATTEST:

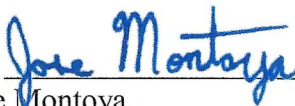
CITY OF SANTA ANA

Jennifer L. Hall
City Clerk

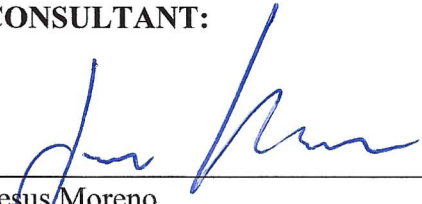
Thomas R. Hatch
Interim City Manager

APPROVED AS TO FORM:
SONIA R. CARVALHO
City Attorney

CONSULTANT:

By: 

Jose Montoya
Assistant City Attorney
RECOMMENDED FOR APPROVAL:



Jesus Moreno
CEO

Nabil Saba, PE
Executive Director
Public Works Agency

EXHIBIT A

SCOPE OF SERVICES



EXHIBIT I

SCOPE OF SERVICES

Introduction and Background

The City of Santa Ana intends to enter into an agreement with a contractor whose specialty is maintaining baseball/softball infields and warning tracks.

State of California Licensed C-27 Contractor specializing in Ball Diamond In-Field Maintenance shall provide in-field and warning track brickdust maintenance for Baseball/Softball Diamonds per the specifications and conditions listed below.

Description of Work**I. Ball Diamond Locations: Including Locations/Quantities/and Types of Diamonds****A. DISTRICT 1**

- i. El Salvador Park
 - a. Two (2) 60' base path Little League diamond with skinned brickdust infields.
 - b. Three (3) base path T-Ball diamonds with skinned brickdust infields.
- ii. Riverview Park
 - a. One (1) 60' base path Major Little League diamond with skinned brickdust infield
 - b. One (1) 60' base path Major Little League diamond with sports turf and brickdust infield.
 - c. One (1) Minor Little League diamond with sports turf and brickdust infield.
 - d. Two (2) T-Ball Little League diamonds with sports turf and brickdust infield.
- iii. Rosita Park
 - a. One (1) 80'/90' base path Little League Junior/Senior diamond with sport brickdust infield. One (1) 60' base path Major Little League diamond with sports turf and brickdust infield.

B. DISTRICT 2

- i. Cabrillo Park
 - a. One (1) 80'/90' base path Little League Junior/Senior diamond with skinned brickdust infield.
- ii. Morrison Park
 - a. One (1) 60' base path Girls Softball/ Little League diamond with skinned brickdust infield.
- iii. Portola Park
 - a. One (1) 60' base path Girls Softball/ Little League diamond with skinned brickdust infield.

iv. Santiago Park-District 2

- a. One (1) 60' base path Girls Softball diamond with skinned brickdust infield.



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C. DISTRICT 3

- i. Delhi Park.
 - a. One (1) 60' base path Little League diamond with skinned brickdust infield.
- ii. Madison Park
 - a. One (1) 60' base path Major Little League diamond with skinned brickdust infield.
 - b. One (1) T-Ball diamond with skinned brickdust infield.
- iii. Memorial Park
 - a. One (1) 80'/90' base path Little League Junior/Senior diamond with sport turf brickdust infield.
 - b. One (1) 60' base path Little League diamond with combination sport turf1/brickdust infield.
 - c. Two (2) 60' base path Little League diamonds with skinned brickdust infields.

D. DISTRICT 4

- i. Adams Park
 - a. One (1) 60' base path Little League diamond with skinned brickdust infield.
- ii. Centennial Park
 - a. Two (2) 60' base path Girls Softball/Major Little League diamond with skinned brickdust infields.
- iii. Heritage Park
 - a. One (1) 60' base path Girls Softball/Major Little League diamond with skinned brickdust infield.
- iv. Jerome Park
 - a. One (1) 80'/90' base path Little League Junior/Senior diamond with sports turf/brickdust infield
 - b. Two (2) 60' base path Girls Softball/Major Little League diamond with skinned brickdust infields.
- v. Thornton Park
 - a. Three (3) 60' base path Girls Softball diamond with skinned brickdust infield.
- vi. Windsor Park
 - a. One (1) 60' base path Girls Softball diamond with skinned brickdust infield.

II. Schedule of Work to be Completed

A. DISTRICT 1

- i. El Salvador Park
 - a. 5 Days per week, January 1st to July 31st
 - b. 3 Day per week, August 1st to December 31st
- ii. Riverview Park
 - a. 5 Days per week, January 1st to July 31st
 - b. 3 Day per week, August 1st to December 31st



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iii. Rosita Park

- a. 5 Days per week, January 1st to July 31st
- b. 3 Day per week, August 1st to December 31st

B. DISTRICT 2

i. Cabrillo Park

- a. 5 Days per week, January 1st to July 31st
- b. 3 Day per week, August 1st to December 31st

ii. Morrison Park

- a. 3 Days per week, year round

iii. Portola Park

- a. 5 Days per week, January 1st to July 31st
- b. 3 Day per week, August 1st to December 31st

iv. Santiago Park

- a. 5 Days per week year round

C. DISTRICT 3

i. Delhi Park

- a. 3 Days per week, year round

ii. Madison Park

- a. 5 Days per week, January 1st to July 31st
- b. 3 Day per week, August 1st to December 31st

iii. Memorial Park

- a. 5 Days per week, January 1st to July 31st
- b. 3 Day per week, August 1st to December 31st

D. DISTRICT 4

i. Adams Park

- a. 5 Days per week, January 1st to July 31st
- b. 3 Day per week, August 1st to December 31st

ii. Centennial Park

- a. 5 Days per week, January 1st to July 31st
- b. 3 Day per week, August 1st to December 31st

iii. Heritage Park

- a. 3 Days per week, year round

iv. Jerome Park

- a. Field #1
 - i. 5 Days per week, January 1st to July 31st
 - ii. 3 Day per week, August 1st to December 31st
- b. Field #2 & #3
 - i. 5 Days per week, January 1st to July 31st
 - ii. 3 Day per week, August 1st to December 31st



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- v. Thornton Park
 - a. 5 Days per week year round
- vi. Windsor Park
 - a. 5 Days per week, January 1st to July 31st
 - b. 3 Day per week, August 1st to December 31st

III. **Ball Diamond Maintenance**

A. FIELD COMPOSITION MIX (BRICKDUST TO BE USED WHEN MAINTAINING INFIELDS)

- i. Field in General
 - a. When adding field composition mix (brickdust) to any City of Santa Ana infield, the specific type of material to be used is: Stabilizer Solutions Stabilizer Gold Infield Mix (with stabilizer). Riverview Park
- ii. Pitchers Mound/Home Basepath Areas
 - a. When adding a mix with a higher clay composition material to any pitcher's mound/home plate/base-path area, the specific type of material to be used is Hill Topper Home Plate and Mound Mix. 3 Day per week, August 1st to December 31st
- iii. Warning Track
 - a. When adding field composition mix to ball diamond warning tracks the specified type of material to be used is: Stabilizer Solutions Stabilizer Warning Track Mix.

B. EQUIPMENT

The Contractor shall provide and have "on hand" at all times during the brickdust maintenance operation the following equipment:

- i. Utility Vehicle
 - a. Small tight turn radius (13'R) vehicle designed especially for this type of work. This vehicle shall have the capability to make circle and figure eight patterns completely within the skinned brickdust infield area and not trespass onto adjacent turf areas. Vehicles manufactured by John Deere, Ryan, Toro and Daihatsu may be acceptable.
Drags
- ii. Scarifying Drag
 - a. Used to scratch up or loosen up the skinned area. The drag shall be made of heavy-duty steel capable of carrying additional weight ('s). Digging teeth shall be hardened and pointed and be ½" in diameter. Pull chain shall be included. 10.2.1 Scarifying Drag: Used to scratch up or loosen up the skinned area. The drag shall be made of heavy-duty steel capable of carrying additional weight ('s). Digging teeth shall be hardened and pointed and be ½" in diameter. Pull chain shall be included.
- iii. Cutting and Leveling Drag
 - a. Used to level and backfill low spots in the skinned area. The leveling drag and cutting blades shall be made of galvanized steel. This drag shall feature cutting blades that are adjustable and capable of cutting down dirt build-up (high spots) and depositing dirt into holes (low spots) creating a



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smooth and level playing surface. Pull chain shall be included

- iv. Grooming or Finish Drag:
 - a. Used to complete dragging procedure on a daily basis and lighter/gentle movement of brickdust. This drag shall be galvanized metal "door-mat" link. Pull chain shall be included. Drag shall be 6' in length by 6' in width.
- v. Nail Drag
 - a. Used to lightly roughen the infield surface. Use True Pitch Mound Nail Drag or approved equal.

C. OTHER EQUIPMENT

- i. Hand Tamp
 - a. 20 lb. variety with 48" min. handle. Used to compact worn areas around bases, home plate, and pitching mounds.
- ii. Plastic Sheeting and Duct Tape
 - a. Used to wrap hand tamp head and help prevent wet clay from sticking.
- iii. Grade or Grooming Rake
 - a. Used to rake and fine-level areas. It shall be made of aluminum, 36" wide, and a 6' handle.
- iv. Heavy Duty Shovels
 - a. Used to move material. Round/Square Point and Scoop shovels.
- v. Heavy Duty Hose
 - a. Used to water down skinned area. Shall be 3/4" to 1" top quality construction with 225-psi working pressure. Leaks of any kind are not permitted. The contractor shall have a minimum of 175' of hose on hand at all times.
- vi. High-Pressure Nozzle
 - a. Attached to hose. Use to spray down brickdust and push excess brickdust off turf edges.
- vii. Industrial Push Broom
 - a. Used to remove excess brickdust from turf edges. It shall be 24" min. wide with heavy-duty dual-weight bristles.

D. WET CONDITIONS EQUIPMENT

During periods of inclement weather or when the areas are wet, the contractor shall have "on-hand" during all brickdust maintenance operations the following items:

- i. Squeegee
 - a. Used to push/squeeze water off wet areas or into dry areas or drains. Shall be 24" to 36" wide with a neoprene blade and magnesium/aluminum head.
- ii. "Super Sopper"
 - a. Used to collect standing water in brickdust areas. Shall be drum type with an exterior sponge and arm-holding drum.
- iii. Diamond or Beckson Pump



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- a. Used to remove standing water in brickdust areas. It shall be plastic with flexible pistons and value.
- iv. Infield Sopper with Wringer and Bucket
 - a. Used to collect standing water in brickdust areas. Sopper shall be a geotextile-covered sponge typical for absorbing chemical spills.

E. CONTRACTOR MEETINGS & DESIGNATED POINTS OF CONTACT

Contractor shall provide City of Santa Ana staff with a English-speaking point of contact person and a phone number to reach the contact person from the hours of 6:30 am - 5:00 pm, Monday – Saturday; year round.

- i. Contractor shall appoint and identify to City of Santa Ana staff a "site supervisor". This site supervisor shall meet with staff as requested at a time and place agreed upon by both parties for as long as the contract is in effect to discuss any problems/concerns that may arise and any goals for the week.
- ii. November of each year for as long as the contract is in effect, Contractor shall personally meet with staff: along with the designated site supervisor, to discuss and outline schedules for "Annual Renovations"

F. DAILY INFIELD & WARINING TRACK MAINTENANCE

i. General

- a. Contractor shall remove all litter, broken glass and hazardous debris from infield and dugout areas.
- b. Contractor shall keep brickdust and dugout areas in a clean and weed-free condition. Dugouts shall be completely free of any brickdust or other stains/gum, sunflower seeds, debris, etc.
- c. Contractor shall sweep/pressure wash out dugouts so they are 100% free of brickdust, brickdust stains or any other debris.
- d. Contractor shall clean mow strips, backstops, chain link fencing, including brickdust build up along bottom rails.

ii. Maintenance Procedure

- a. Contractor shall retain a smooth and level playing surface using the following daily procedures.
 - i. The contractor shall remove all bases before beginning any work on the in-field and re-install after all work on the in-field is completed.
 - ii. After removing all bases, the contractor shall scrape/wire brush all base post anchors and base inserts. This will help facilitate the base removal and installation.
 - iii. The Contractor shall rake/shovel loose material from high spots back into low spots/worn areas on running paths, sliding zones, and any other low spots/worn areas appearing on the field before any watering or dragging shall take place.
 - iv. Home Plate Area/Batter's Box Area Holes
 - v. Sweep/Rake away all loose brickdust-mound mix-calpine clay



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- vi. Wet area until moist.
- vii. Scarify area ('s) [batter's box hole ('s)] with a shovel. This will help the mix bind better.
- viii. In a 5-gallon bucket, mix "mound mix" with water to the desired consistency. Do not use infield mix for this purpose.
- ix. Backfill "mound-mix" material into hole ('s).
- x. Tamp the area firmly with a steel tamp.
 - a. Note: The tamp will be most effective if you cover the bottom with plastic.
- xi. Tape the plastic to the tamp handle. The plastic keeps the clay from sticking to the tamp bottom.
- xii. Wet area until moist using a hose and power nozzle. Cover areas with calcified clay.

iii. Pitchers Mound

- a. Follow the same procedure for repair of the home plate/batter's box area utilizing dry "mound mix" for this purpose. Do not cover with infield mix.
- b. Add to the above the following: Rake all loose material from bottom to top and cover with "Mound Mix".

G. GENERAL BRICKDUST SKINNED INFIELd AREAS

After raking/shoveling loose material from high spots back into low spots/worn areas on running paths, sliding zones, and any other low spots/worn areas appearing on the field, the Contractor shall fill all remaining low spots with new Stabilizer Solutions Stabilizer Gold Infield Mix (w/stabilizer) brickdust from stock and make level.

- i. The contractor shall clean all excess brickdust beneath or next to the backstop; dugout chain link fencing, and/or infield chain link fence lines so that the infield brickdust is level with the dugout pavement and pavement outside the infield.
- ii. Lightly water the entire infield before dragging.
 - a. Note: Watering shall penetrate brickdust to a minimum depth of 1/8" deep min. This process is crucial to keeping brickdust in place and not going airborne.
- iii. Drag infield utilizing small utility vehicle as specified with "grooming or finishing drag". Circular or figure eight drag patterns shall be used
- iv. Alternate drag patterns or reverse the direction of drag patterns daily to avoid ruts and high/low areas. The speed of the drag procedure shall not exceed seven (7) mph.
- v. When dragging the skinned infield, the contractor shall stay away from all turf edges a minimum of 18". This will help in avoiding lips at brickdust/turf edges. This 18' gap shall also apply to all backstops and chain link fence areas.
- vi. Contractor shall hand-rake all base paths on combination turf/brickdust infields.



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- vii. When the dragging process is complete, the contractor shall stop the drag in a different location daily.
- viii. This will stop the accumulation of brickdust in focused areas. At this time, roll up the drag, place it on the vehicle, remove all debris accumulated in the drag at this spot, and rake out material emptied from the drag.
- ix. After dragging, hand rake the 18" edges using the "grade or grooming rake." The rake shall be held at an angle to not push brickdust onto/into turf areas.
- x. After raking the 36" edges, the contractor shall clean all excess brickdust on the turf edges utilizing a high-pressure water nozzle or heavy-duty broom. NO brickdust shall be permitted on the turf edges at any time. If, in the determination of City staff, an unsafe lip situation exists (an unsafe lip is ½" or greater) in any turf/brickdust border area infield to brickdust, base paths or brickdust to outfield), the contractor will be required to remove or level the soil build-up with a sod cutter and re-establish the in-field boundaries with a string line or suitable method and re-sod up to the border to remedy the situation at contractors expense. Pre-existing conditions shall be corrected during contract start-up.

H. FINAL WATERING

This is the Most time-consuming and very important element of the procedure. The contractor shall finally water the skinned brickdust to a depth of ¼" minimum.

- i. Rainy Weather/Wet Field Procedure
 - a. On the next scheduled working day after a rainfall, the following procedure, in the order listed, shall be adhered to:
 - i. Remove all standing water from low spots either by skimming off excess water and spreading it out to dry areas or using a pump/sopper system.
 - ii. Rake out (scarify) wet areas.
 - iii. Apply Stabilizer Solutions Stabilizer Gold Infield Mix (with stabilizer) from stock to all Wet Areas and Rake Out. Cap with calcified clay Turface.
 - iv. Contractor shall keep Turface Quick Dry Infield Mix in stock during rainy season and make a good faith effort to prepare the fields for play. Can include Saturday and Sunday work.

I. WORK TO BE COMPLETED SIX (6) TIWork to be completed Six (6) Times Per Year

- i. To maintain the levelness of all fields, the contractor shall, once every two months, scarify drag - built-up amounts of materials at high spots and cut and level drag the scarified material to low spots.
- ii. The Contractor shall fill any remaining low spots with new Stabilizer Solutions Stabilizer Gold Infield Mix (with stabilizer) brickdust from stock and make level. Cap with calcified clay Turface.
 - a. Note: Staff shall identify areas to scarify/cut and level drag to the contractor at weekly meetings with the appointed site supervisor



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- iii. Heavy water scarified, cut, and leveled areas to a ½" min. depth and allow settling in before play on field.
 - a. Note: Due to heavy watering and its need to settle before play, staff shall provide a schedule of bi monthly scarify/cut and level drag dates to contractor.

J. WORK TO BE COMPLETED ANNUALLY

- i. Each year, the following renovation will be done on all fields in conjunction with the City's Annual Sports Turf Renovation Schedule. Fields renovated may change from year to year.
- ii. Contractor shall laser grade each ball diamond.
- iii. The contractor shall scarify drag built-up amounts of materials at high spots and cut and level drag the scarified material to low spots.
- iv. The Contractor shall fill any remaining low spots with new Stabilizer Solutions Stabilizer Gold Infield Mix (with stabilizer) brickdust from stock and make level.
 - a. Note: Staff shall identify areas to scarify/cut, and level drag at the November meeting with the contractor's owner
- v. The Contractor shall fill any remaining low spots with new Stabilizer Solutions Stabilizer Gold Infield Mix (with stabilizer) brickdust from stock and make level.
- vi. Contractor shall verify and maintain all base distances, pitching rubber distances, and pitching mound specifications per the Little League, Pony/Colt League specifications for each specific field.
- vii. The contractor shall use surveying equipment to verify that the first and third bases are true 90-degree angles, the second base is 45 degrees, and the foul poles are in the correct location from the apex of the home plate.
- viii. The contractor shall repair any specifications not being met in any field. In addition, the Director's Representative (DR) may elect to pay extra for the Contractor to install 1/2" new Stabilizer Solutions Stabilizer Gold Infield Mix (with stabilizer) to in-fields at all diamonds (minimum 25 tons per Girls Softball/Major Little League Field and minimum 50 tons per Junior/Senior Little League Field). Also, the DR may elect to pay extra for the Contractor to install a minimum of 2 tons of surface calcite clay per girls' Softball/Major Little League Field and 4 tons of Turface calcite clay to Junior/Senior Little League Fields Responsibility for and purchase of necessary materials shall be at contractor's expense.
- ix. Contractor shall rebuild pitcher's mound and batter boxes to MLB specifications for high school/college/senior-junior diamonds and Little League specifications for Little League major diamonds using Hill Topper Mound Mix capped with calcified clay by Turface.

K. WORK TO BE COMPLETED "AS DIRECTED"

- i. Replace Base Anchors as directed.
 - a. Note: City of Santa Ana uses the Hollywood Breakaway base anchoring system. The contractor shall install base anchors into the ground per manufacturer's standards. Top of stake shall be approximately 2" below the



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surface grade so that the base sits level and flush against the surface on all sides.

- ii. Replace Bases as directed.
 - a. Note: City of Santa Ana shall be responsible for supplying all necessary base anchors and/or bases to the contractor as needed.
- iii. Replace or Remove/Level/Re-install home plates as directed. The home plate shall be 1" above the finish grade of batters circle
- iv. Replace or Remove/Level/Re-install pitching rubbers as directed.
 - a. City of Santa Ana shall be responsible for supplying all necessary home plates and/or pitching rubbers to the contractor as needed.
- v. When given direction to complete "as directed" work, the contractor shall complete the directed work on the next working day.

L. SPORTS TURF (INFIELD/WARNING TRACK/CRICKET FIELD) MAINTENANCE

- i. Sports turf shall mean all sports turf in the infield, the foul territory of the infield, 36" beyond the infield skin line/arc, and 36" from the warning track brickdust skin line at Riverview and Memorial Park. Sports turf shall be mowed and edged one (1) time per week. Mowing shall be accomplished by walk-behind reel mower - Jacobsen Eclipse2 reel mower, TruCut or John Deere Walk Greens Mowers (180 E-Cut Hybrid, 220-E Cut Hybrid, I 80SL -220SL-260SL Precision Cut units along skinned infield/warning track brickdust areas, turf infields, turf infield foul areas, foul territories. Additional mowers may be submitted for approval by the City.
- ii. Contractor shall use a Jacobsen Eclipse2, TruCut or John Deere walk-behind "greens" reel mower to provide a "putting green" quality finish cut.
- iii. Sport turf shall be cut between ½" and ¾" per Director's Representative direction.
- iv. All turf clippings shall be collected and disposed of.
- v. Edging of infield arc shall be performed by infield sub.
- vi. Straight lines shall be edged by running a string line to ensure lines are edged perfectly straight.
- vii. Sports turf shall be irrigated to maximize the healthy growth of the turf while conserving water. Overwatering will not be acceptable.
- viii. Contractor shall check and program the automatic irrigation controller as often as necessary to ensure the correct amount of water is applied to the infield sports turf.
- ix. Contractor shall provide any areas of the turf supplemental watering using a garden hose on an as-needed basis to ensure a high-quality turf infield.
- x. Optional As Extra Work- Sports turf shall be fertilized two (3) times per year in the first week of January and April and when the field is renovated each year per the agronomic plan. The Contractor shall use California Organic products 'Phyta- Boost' 7-1-2 fertilizer at 600 pounds per acre, and 'Compel' compost at 300 pounds per acre.



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- xi. Contractor shall distribute the fertilizer evenly using a mechanical broadcaster. No hand distribution will be allowed.
- xii. Sport turf shall be aerated using a walk behind piston type aerator as often as deemed necessary by Staff.
- xiii. Sport turf shall be kept weed-free at all times.
 - a. Any grasses other than the original hybrid Bermuda and cropped over perennial rye installed in the infield shall be eradicated immediately upon notice. The contractor may choose the eradication method; however, it may not damage the turf.
 - b. Any broad leaf and/or turf-type weeds shall be eradicated immediately upon notice. The Contractor may choose the eradication method; however, it may not damage the turf.
- xiv. Sport turf shall be kept pest-free of disease and rodents at all times.
 - a. The Contractor shall be responsible for identifying and treating any diseases or rodents immediately upon notice.

M. SPORTS TURF RENOVATION-OVER SEEDING

- i. Sport/Priority turf shall be renovated-overseeded each year per the Sport/Priority Turf Annual Schedule. All seed quantities and types specified shall be verified by the DR prior to any applications. The process for renovation- overseeding shall be as follows:
 - a. The contractor shall install a 6' high temporary construction fence around the sport/priority turf areas prior to commencing renovation-overseeding work. Note, the fence shall be installed on the perimeter of the sport/priority turf to be renovated-overseeding in accordance with the park map depicting the sport/priority turf areas.
 - b. Turf shall be mowed down to 1/4". All turf clippings shall be removed.
 - c. Turf shall be aerated using the Ryan piston-driven aeration equipment. The contractor shall make two passes in different directions per the Director's Representative's direction.
 - d. Turf shall then be verticut using the greens mower with verticut reels (straight blades 1.5" to 2" apart). Following verticutting all turf clippings shall be removed.
 - e. Contractor shall coordinate with the Irrigation Consultant to confirm all irrigation has been tested and restored to original design specifications prior to overseeding.
 - f. Once the Irrigation Consultant verifies the irrigation system is working efficiently, the Contractor shall evenly overseed the turf using a) Stover Seed Company's Grand Slam FS in the fall/winter at a rate of 350 pounds per acre and b) Stover Seed Company's Pro Sportfield Extreme in the spring/summer at a rate of 65 pounds per acre.
 - g. Immediately after overseeding the Contractor shall evenly apply 1/4" minus STA approved compost toppler from R&S Soils to all turf applied at a rate of 35 cubic yards per acre mixed with California Organic 7-1-2 Phyta Boost organic fertilizer at a rate of 600 pounds per acre (35 c.y. top dress mix/600# 7-1-2 organic fertilizer).
 - h. Immediately following applying toppler the Contractor shall coordinate with the Irrigation Consultant to program irrigation controllers to irrigate the seeded areas. The irrigation programs shall be set to maximize germination



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of seed. Once the renovation process is complete, the Irrigation Consultant shall retake control of the irrigation programming.

N. OVERSEEDING GERMINATION GUARANTEE

- i. The Contractor shall guarantee 100% uniform germination within 10 weeks from the time the first application of seed or will sod any thin or bare areas with "thick cut" (thickest available cut) West Coast Turf Improved Kikuyu during the warm season and West Coast Turf Improved Kikuyu Sod that has been "cropped over" with perennial rye grass. Renovation must be completed within three months of field closure. The DR shall determine the quantity of thick-cut sod needed to achieve 100% coverage.

O. REPLANTING

- i. As turf begins to stress, die back, or become thin in appearance for any reason, the Contractor shall immediately install thick cut sod (thickest available cut) West Coast Turf Improved Kikuyu during warm season and West Coast Turf Improved Kikuyu Sod that has been "cropped over" with perennial ryegrass.
- ii. The Contractor shall apply supplemental water to hydrate the affected area(a).
- iii. The Contractor shall also meet with the Irrigation Consultant and coordinate the irrigation programming to germinate seed. The Contractor shall then overseed these turf areas using Stovers Seed Company AZ! Kikuyugrass (spring/summer) or Stovers Grand Slam FS (fall/winter) seed at the manufacturer's recommended rate and process. The Contractor shall use STA approved 1/2" minus compost seed toppler at a rate of 35 cubic yards per acre pre-mixed with California Organic 6-1-2 Kickstart fertilizer at a rate of 600 pounds per acre.
- iv. Should the Contractor's seed germination effort fail within four (4) weeks of effort, the Contractor shall install thick cut sod to those turf areas using West Coast Turf Bandera Bermuda cropped over with perennial rye grass (fall/winter) and West Coast Turf Bandera Bermuda (spring/summer).
- v. The Contractor understands and accepts that at the beginning of the agreement there may be existing turf areas that are thin or bare. The Contractor, by entering into the agreement, shall routinely and at no extra cost to the City repair thin or bare turf areas by overseeding or sodding with approved seed or sod until a thick healthy stand of turf is established.
- vi. The Contractor also understands and accepts that park areas are very heavily used, including increased foot traffic, and other uses and, therefore, acknowledges that he/she will immediately respond to thin or bare areas in turf without delay.

P. GENERAL CONTRACT PROVISIONS

- i. Contractor shall provide and is responsible for all equipment necessary to carry out the work outlined in the contract. There will be no available storage for equipment. Contractor will be responsible for bringing in and then removing all equipment necessary to carry out the work outlined in the contract.



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EXHIBIT II

ADDITIONAL TERMS AND CONDITIONS

I. Contractor Responsibilities

Contractor shall provide and is responsible for all equipment necessary to carry out the work outlined in the contract. There will be no available storage for equipment. Contractor will be responsible for bringing in and then removing all equipment necessary to carry out the work outlined in the contract.

Q. General Conditions

i. Definitions

- a. "Director's Representative" (DR) shall mean the Executive Director of Parks, Recreation and Community Services designated representative(s)
- b. "SAPRF" shall mean Santa Ana Park and Recreation Facilities.
- c. "Pruning" shall mean the practice of removing lateral shrub or tree branches and may also be referred to as "trimming"
- d. "Weed" shall mean any undesirable or misplaced plant.
- e. "Hardscape" shall mean any resilient surface other than turf or planting beds, such as but not limited to curbs, gutters, sidewalks, decomposed pathways, asphalt pavement, mow strips, bollards, signs, grandstands, benches, picnic tables, drinking fountains, BBQ's, fencing, railing, tire stops, etc.

R. Scheduling of Work

- i. The Contractor shall provide landscape/grounds maintenance between the hours of 6:00 a.m. and 6:00 p.m., Monday through Sunday. The schedule may be modified only with the DRs consent. Landscape/grounds maintenance that generates excess noise cannot begin before 8:00 a.m.
- ii. The Contractor shall establish schedules of "routine work" to be followed in the performance of this contract. In addition to the Contractor submitting the Monthly Park Maintenance Inspector's Inspection Schedule and other required monthly reports, the Contractor shall submit weekly schedules listing the work tasks, the crew performing the task, and the projected hours to complete the task. The schedules shall be emailed to the Director's Representative by Thursday at 4:00 p.m. for the upcoming week. Any changes in the schedule shall be reported in writing 48 hours before the proposed change and must be approved by the Director's Representative. The schedule shall include days of the week and what person/crew will be performing specific work in accordance with the specification.

S. Local Office

- i. The Contractor shall maintain a physical office within the 714 area code (local office). The local office shall be open Monday through Friday, 8:00 a.m. to 5:00 p.m., with a company representative present at all times. Answering services or mobile telephones will not be considered a local office. Storage yard or facility will not be



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available for this contract.

T. Emergency Response

- i. The contractor shall have an emergency "Stand-by" staff person assigned to respond to urgent calls after hours. The Contractor shall have the capability to answer calls immediately and respond to after-hours service within one (1) hour from the time the call is made.

U. Extra Work or Outside the Scope of Work

- i. Damage or malfunction to site amenities, plant material, or irrigation system equipment by any of the following may be considered outside the scope of this Agreement unless otherwise specified herein:
 - a. Acts of God
 - b. Civil Disorder
 - c. Vehicle Collision (excluding Contractor and its employees and subs)
 - d. Excavation or Re-surfacing of the Street
 - e. Power Failures
 - f. Underground Wiring Damage
 - g. Extra Work Requested by the DR
- ii. Contractor will not be considered responsible for replacement cost. The contractor must prove to the satisfaction of the Director's Representative that one of the above occurred in order to be excused from performing under the Agreement.
- iii. Extra Work or Outside the Scope of Work-Damage (a.k.a. Extra Work) shall be compensated:
 - a. Labor- 25% above prevailing wage
 - b. Materials- 15% above retail contractor's cost
 - c. Equip Rent-15% above contractor's cost

V. All Extra Work or Outside the Scope of Work

- i. Damage work shall be performed by the contractor's staff other than the routine maintenance staff assigned to the contract. Any staff routine maintenance Contractor's staff discovered performing Scope of Work- Damage work shall not be charged as Extra Work.

II. Uniforms and Vehicle Identification

- W.** The Contractor shall provide to all field personnel a standard uniform including but not limited to uniform company hats, collared work shirts, pants, jackets, cold weather vests, and ANSI-approved safety shoes. All uniforms will be marked by patch, silkscreen, or embroidery with the company name and logo or other form of identification.
- X.** All equipment shall be clearly identified on both sides and rear of the vehicles as belonging to the Contractor, well maintained, in excellent working condition, be clean in appearance, and without extensive visible damage, dirt, graffiti, etc. In addition, all vehicles shall have the company's name, contractor's license number, and contact information clearly identified on both sides and the rear of the vehicle.

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- Y.** The DR reserves the right to direct the Contractor to remove an employee or piece of equipment for not meeting high maintenance and appearance standards.
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IV. Safety Requirements

- A.** All work performed under this contract shall be completed with maximum safety as the priority above all other requirements. The Contractor shall be in compliance with his/her company's City approved Illness and Injury Prevention Program and all Federal, State and Local OSHA requirements, laws and regulations.
- B.** All work performed under this contract shall be performed in strict compliance with all federal, state and local safety laws, regulations or other authoritative mandates that protect workers and the general public, including but not limited to, excavation/trenching/shoring, blood borne pathogens, hazardous waste identification and transport and pesticide use and reporting.
- C.** In the event unsafe work is observed by City staff or otherwise reported, the Director's Representative may at his discretion, order the Contractor to stop performing and pay all costs and or damages resulting from the delay.
- D.** The Contractor shall perform all safety training required by OSHA, CalOSHA, and any and all authoritative government entities having authority over required safety training.
- E.** In addition, the Contractor shall submit to the Director's Representative each year upon renewal of the agreement his/her updated Illness and Injury Prevention Plan, which shall include the annual OSHA safety training schedule and updated OSHA safety training records and employee safety training certificates. All OSHA Training shall be performed by a certified OSHA Trainer.

V. Safety Notification

- A.** If Contractor identifies a potential safety issue, Contractor shall:
 - i. Notify the public that potentially unsafe conditions exist by installing yellow "Caution Tape" and "A" frame barricades or equal substitutes around the condition.
 - ii. Notify the DR of the condition first by phone and then in writing (e-mail is acceptable), including digital photographs of the potential safety concern. Once the Contractor has notified the City and the public of the condition, as specified above, the Contractor shall have no further responsibility regarding the condition.

VI. Underground Alert Systems

- A.** Underground Alert Systems (telephone number 1-800-422-4133) must be notified 48 - hours in advance prior to any excavation work.

VII. Property Damage

- A.** Any damage to private property caused by the Contractor shall be immediately reported to the property owner. Contractors shall pay for any damage caused to private property in performing this agreement.

VIII. Access to Private Property

- A.** Prior to any work involving private property, the Contractor shall notify the City of the proposed work and obtain all necessary permits and/or consent required from the City



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and/or property owner

IX. Protection and Restoration of Existing Improvements

- A.** The Contractor shall protect City and/or private property adjacent to work areas including sprinkler systems, drain pipes, lawns, brick work, plantings, masonry work, fences, walls, sidewalks, street paving, etc., located on either public or private property. Contractor shall, at its expense, replace any property that is removed or damaged, other than property pre-approved for removal. Contractor shall abide by the City's "Policy for Driving on Park Property"

X. Traffic Control

- A.** The Contractor will not interrupt traffic flow on City streets without obtaining a no-fee permit from the City. Prior to performing maintenance activities where Contractor employees work immediately adjacent City vehicular lanes or any other situation covered under the California MUTCD, the Contractor shall implement no-fee permitted City approved traffic safety plans to protect the health and welfare of its employees and the general public prior to commencement of the agreement.

XI. Monthly Reports

- A.** Prior to the first of each month, the Contractor shall submit to the DR for approval:
 - i. The Excel Park Maintenance Inspector's Inspection Schedule including a detailed annual, monthly, weekly and daily work schedules consistent with task frequencies in Exhibit I
 - ii. A copy of certified payroll sent to the Department of Industrial Relations. on the required format/forms of employees assigned to the contract areas;
 - iii. An updated organizational chart, or equal, listing the names, titles, schedules, and number of Full-Time Equivalent (FTE'S) assignments of all persons working in the contract areas;
 - iv. Invoices and packing slips of name, type, and quantities of commodities purchased;
 - v. Green Waste recycling report including tonnage and name/location of the green waste recycling plant.
- B.** The information contained in the above referenced documents shall be updated with any new information as changes occur. The Director's Representative shall be immediately notified of any changes to the above information.
- C.** Failure to submit a report by the first of each month shall result in a fine of \$100.00 per day for each report submitted late.

XII. Water Conservation & Programming of Controllers

- A.** The City shall be responsible for programming irrigation controllers and conserving water. The Contractor shall be responsible for all repairs to lateral lines, rotors/heads/fittings.

XIII. Specifications Interpretation

- A.** The intent of these specifications is known by the City of Santa Ana and SAPRF. Any questions relating to the interpretation of these specifications must be addressed in writing prior to the start of work. The Contractor agrees that interpretations of this contract after the start of work are at the sole discretion of the DR, and the Contractor shall abide by all such interpretations.



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XIV. Protection of Existing Facilities and Structures

- A.** The Contractor shall exercise due care in protecting from damage all existing facilities, structures, and utilities, both above surface and underground on the City's property. Any damage to City, Santa Ana Park and Recreation Facilities (SAPRF), or private property caused by the Contractor's neglect shall be corrected and paid for by the Contractor at no cost to the City of Santa Ana or SAPRF. The City of Santa Ana and/or the DR shall make the determination of fault. The DR reserves the right to issue a Stop Work Notice if the Contractor does not promptly repair any damage within twenty-four (24) hours of the damage incurred.
- B.** If the Directors Representative requests or directs the Contractor to perform work in a given area, it will be the Contractor's responsibility to verify and locate any underground systems (i.e. utility lines) and take responsibility for taking reasonable precautions when working in these areas.
- C.** Contractor shall call Underground Alert (800) 422-4133) at least two working days prior to digging for line locations. Any damage or problems shall be reported immediately to the DR and the City of Santa Ana. If the Contractor discovers something unexpected or a unique problem occurs, he should stop work and immediately contact an authorized DR for a timely resolution of the problem.

XV. Substitutions

- A.** Whenever a specific type of material is specified, no substitutions shall be allowed without written consent of the SAPRF representative.

XVI. Certification & Application of Materials

- A.** All materials shall be delivered to the site in original containers. Materials shall be subject to inspection by the DR. The DR will not approve materials not meeting the SAPRF standards, and the Contractor shall return any such non-satisfactory items at his/her cost.
- B.** No materials shall be applied prior to the DR verifying the specified quantities of materials. Furthermore, should the Contractor apply materials before the DR verifies correct materials and quantities, the Contractor shall not receive credit for the applied materials. The Contractor shall then reorder and deliver the materials, thereby not receiving credit for the applied materials.

XVII. Contractor Neglect

- A.** Any damage to the City of Santa Ana, SAPRF, or private property, which has been determined to be due to the Contractor's neglect, shall be corrected at no additional cost to the City of Santa Ana or the SAPRF.

XVIII. Construction Equipment

- A.** The Contractor shall take all necessary precautions for safe operation of his equipment and the protection of the public from injury and damage from such equipment.

XIX. Sound Control Requirements

- A.** The Contractor shall comply with all local sound control and noise level rules, regulations



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and ordinances that apply to any work performed pursuant to the Contract. Each internal combustion engine used for any purpose on the job or related to the job shall be equipped with a muffler of a type recommended by the manufacturer of such equipment. No internal combustion engine shall be operated on the project without said muffler. Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefore. Sounds, such as loud music, that are not related to the project, shall be kept at levels so as to not disturb the general public.

XX. Inquiries & Complaints

- A.** The Contractor shall maintain an office at some fixed place and shall maintain a telephone thereat, listed in the telephone directory in his own name or in the firm name by which he is most commonly known. Furthermore, the Contractor shall, at all times, have some responsible person(s), employed by the Contractor, to take the necessary action regarding all inquiries and complaints that may be received from the City of Santa Ana, DR, and/or private citizens during normal working hours.
- B.** Whenever immediate action is required to prevent impending injury, death or property damage to the facilities being maintained, the DR may, after reasonable attempt to notify the Contractor cause such action to be taken by the SAPRF work force. All costs of any such action shall be charged against the Contractor, or the DR may deduct such cost from any amount due to Contractor.
- C.** All complaints shall be abated as soon as possible after notification, to the satisfaction of the City of Santa Ana and/or DR. If any complaint is not abated within a reasonable time, the DR shall be notified immediately of the reason for not abating the complaint followed by a written report to the DR within five (5) days. If the complaints are not abated within the time specified or to the satisfaction of the DR, the DR may collect the specific complaint and the total cost incurred by the SAPRF will be deducted and forfeit from the payments owing to the Contractor from the SAPRF. Such cost shall include all SAPRF staff time required to resolve the problem and appropriate overhead charges

XXI. Notification of Locations of Work

- A.** The Contractor shall notify the DR when the contractor's crews will be working within the SAPRF. Said notifications will be made on a daily basis by telephone, cell phone, fax, or by weekly written schedules which specify the entire weeks work locations.

XXII. Work Force

- A.** The DR may evaluate each of the Contractor's staff and if he/she finds that a Contractor's employee or sub-contractor's employee is not performing to the satisfaction of the DR, the DR shall require the Contractor to remove the employee from work sites at his or her discretion within 24 hours of written notice.

XXIII. Materials

- A.** The DR shall approve or reject all materials delivered to the work site. In addition, the Contractor shall not apply any materials until the DR inspects the materials to confirm they are correct per specifications. Note that the DR may stay at the work site to confirm that all materials are applied correctly and in the quantities specified. Materials applied by the Contractor prior to the DR inspecting the materials shall be considered not applied. Therefore, the Contractor shall not be given credit towards the quantity of the specified



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material required to be applied by the specification. The Contractor shall then be required to deliver the specified quantity of material to the work site and, following the DR approval, apply the materials in the presence of the DR.

- B.** Prior to the application or use of any materials, the Contractor shall submit to the DR a minimum of 48 hours before delivery to the work site a list of all materials and/or chemicals that may be used pursuant to the terms of this Agreement. The list shall include the name of the product, the product's specifications, and the quantity of materials, prescribed method of use/application, Material Safety Data Sheets and chemical analysis where applicable, recommended usage, and any other manufacturer's data that may be pertinent. The list must be submitted before any materials/chemicals are used pursuant to this Agreement.
- i. The materials and chemicals utilized in furtherance of this Agreement shall comply with the following standards:
 - ii. All fertilizers shall be complete, furnishing the required percentage of nitrogen, phosphoric acid and potash to keep turf, trees, shrubs and other plants in a healthy and vigorous growing condition.
 - iii. Pesticides, including but not limited to Insecticides, fungicides, herbicides, algaecides, aviacides, and rodenticides, shall be of the best quality obtainable and available on the market, properly labeled with guaranteed analysis, and brought to the job site in the manufacturer's original container.
 - iv. Materials shall, as specified herein, matching those existing at the work site or as specified by the DR.
 - v. All materials delivered to the site shall be accompanied by a packing slip or other form from the vendor indicating the specific commodity delivered and the quantity.

XXIV. Trash Disposal and Recycling

- A.** All organic waste (including leaves, grass clippings, brush, branches, and tree parts) resulting from work performed under this contract shall be disposed of pursuant to the requirements of the Santa Ana Municipal Code (SAMC) Chapter 16. Organic waste cannot be taken to a landfill. Every month, the Contractor shall submit receipts from licensed composters/green waste recycling facilities to the Director listing the tons of organic waste recycled and the names and addresses of the composting or processing companies.

XXV. Prevailing Wage Determination

- A.** General prevailing wage determination made by the Director of Industrial Relations pursuant to California Labor Code Part 7, Chapter I, Article 2, Sections I 770, 1773 and 1773.1 is:
- i. CRAFT: ## LANDSCAPE MAINTENANCE LABORER DETERMINATION: SC-LML-2019-1 ISSUE DATE: February 22, 2019
 - ii. EXPIRATION DATE OF DETERMINATION: March 31, 2019* Effective until superseded by a new termination issued by the Director of Industrial Relations.

XXVI. City Responsibilities



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- i. The DR is the only person authorized to direct changes in any of the requirements under the Agreement and, notwithstanding any provisions contained elsewhere in the Agreement, and said authority remains solely in the DR. In the event that the Contractor effects any such changes at the direction of any person other than the DR, the changes will be considered to have been made without authority and solely at the risk of the Contractor. In addition, the DR shall have the authority to accept/reject materials, workmanship and to make changes in work or schedule, when the City determines that no extra costs are involved. The DR Representative shall also have the authority to suspend portions of the specifications and withhold the cost of the suspended portion of the agreement at his/her discretion.
- ii. The intent of these specifications is known by the City of Santa Ana. Any questions relating to the interpretation of these specifications must be addressed, in writing, prior to the start of work. When the performance of the work or completion per schedule is determined to be sub-standard or not on schedule, the DR may recommend that all or a portion of payment be withheld. In addition, the DR shall have the option to hire another qualified contractor to perform any portion of the work specified and withhold payment in the amount of the cost to hire the qualified contractor. Payment to be withheld shall be deducted from the next or subsequent monthly payment due, or if the amount is insufficient to cover payment, the Contractor shall be liable for said deficiency and will be billed accordingly.
- iii. The DR shall decide all questions, which may arise as to the interpretation of the quality of work, manner of performance, completion per schedule, acceptable fulfillment of the Agreement by the Contractor, interpretation of the specifications, and compensation, including completion of work by alternate source.

EXHIBIT B

COMPENSATION – PROPOSAL PRICING



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ATTACHMENT A-2

PROPOSAL PRICING

Pricing information for each site should be as accurate as possible. Based on funding availability, the City may remove a site from the scope of work without affecting pricing for other sites.During sports field renovation cost will vary.

DISTRICT 1	ANNUAL AMOUNT	SERVICE COST PER WEEK	DISTRICT 3	ANNUAL AMOUNT	SERVICE COST PER WEEK
El Salvador Park	\$50,153	\$860	Delhi Park	\$10,236	\$180
Riverview Park	\$50,153	\$860	Madison Park	\$30,335	\$510
Rosita Park	\$19,060	\$285	Memorial Park	\$57,528	\$960
TOTAL	\$119,366	\$2,005	TOTAL	\$98,099	\$1,650

DISTRICT 2	ANNUAL AMOUNT	SERVICE COST PER WEEK	DISTRICT 4	ANNUAL AMOUNT	SERVICE COST PER WEEK
Cabrillo Park	\$21,772	\$325	Adams Park	\$16,177	\$265
Morrison Park	\$11,965	\$210	Centennial Park	\$29,825	\$530
Portola Park	\$15,275	\$265	Heritage Park	\$11,781	\$205
Santiago Park	\$17,575	\$320	Jerome Park	\$51,974	\$855
TOTAL	\$66,587	\$1,120	Thornton Park	\$50,939	\$925
			Windsor Park	\$15,091	\$265
			TOTAL	\$175,787	\$3,045

Certification - I certify that I have read, understand and agree to the terms and conditions of this Request for Proposals. I have examined the Scope of Services and am familiar with the scope of work locations. I am familiar with all the existing conditions and limitation that may impact work requests. I understand and agree that I am responsible for reporting any errors, omissions or discrepancies to the City for clarification prior to the submission of my proposal.

Proposal Item Price - Provide costs for in-field ball diamond maintenance. Fee must be inclusive of all costs, including but not limited to, direct and indirect costs for labor, overhead, incidental supplies, travel, mileage, and fuel. The proposer warrants that the prices, terms and conditioned quoted will be valid for a period of 120 days from the date the proposal is due, in order to allow time to award an agreement.

Jesus Moreno

Printed Name of Authorized Agent

Signature of Authorized Agent

CEO

Title

11-29-2023

Date

**THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.
PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED NONRESPONSIVE.**