

CSA Holdings, Inc. dba

**SPORTS FIELD
SERVICES**

27762 Antonio Pkwy L1-609, Ladera Ranch CA 92694
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Lic # 714330 LA# 4581 EIN# 20-0135060

PROPOSAL & CONTRACT 08/19/24

Lake Elsinore Storm Baseball
Attn: Matt Siegal
E: msiegal@stormbaseball.com

Project Location: Lake Elsinore Diamond
500 Diamond Drive
Lake Elsinore CA 92530

FIELD REMOVAL AND SOD PREP (APPROX 95,000 SF)

SCOPE OF WORK:

- Strip all existing turfgrass and stockpile on the field.
- Load trucks and haul away all waste and dispose offsite.
- Bleavate existing rootzone at a depth of 4"-5".
- Laser-grade, handrake around heads and edges, and prep for sod. Includes import of 50 tons of sand for finish grade.
- Sod detail during installation days. Rake ahead of sod, Blowers, Wash Sod, and any other miscellaneous details Storm Groundscrew needs help with. Sod and its installation not included. Storm to contract separately with the farm.

TOTAL PRICE:

\$ 128,770.00

Payment Schedule:

100% Upon Project Completion.

EXCLUSIONS:

Scope of work is limited to the items listed above. All other items, including but not limited to the following, are not included in the price of this contract agreement: Irrigation, Fertilization, Sod and its Installation, Infield Skin, Special Permits regarding work listed above, Fees for parking lot stockpile and storage location, Payment and Performance Bonding, Special Insurance Requirements and any other items involved or related to completion of the total project that are not included in the line items for the above scope of work.

PRICE GUARANTEE:

SFS will hold this price until March 2025.

LESB Representative initials _____

LESB Responsibilities:

1. Make sure area is accessible to equipment, this means gates must be opened to enter all gates by 5:30 am each working day.
2. Prohibit field activities during project period.
3. Ensure cooperation from any other trades working on or around the project, i.e. no vehicles driving over the field, no staging of materials and/or trucks, trailers, equipment, within project limits, or blocking access to project, all waste removed, etc...
4. Informing tenants and guests on the property that heavy construction is taking place and to use precaution due to frequent construction traffic through the property. SFS traffic will obey all property laws.
5. Ensure existing irrigation system is functioning properly.
6. Provide staging area to park trailers and stockpile and load waste during project.
7. Marking all irrigation system components (heads, valves, quick couplers....) or other subsurface items that may be affected.
8. Provide plywood or mats for equipment access to work area to protect any grass surface that is not to be removed.

SPORTS FIELD SERVICES CONDITIONS:

1. Unless these items are clearly marked prior to our arrival, SFS does not accept responsibility for damage to any subsurface elements including but not limited to irrigation, electrical, concrete, fiber optics, sleeves, etc... Repair to any damaged elements will be the financial responsibility of Owner.
2. Should any problems occur that are not attributable to SFS's work or faulty equipment, and have been caused by elements outside of SFS's control, all costs associated with investigation and/or reparation shall be paid for by Owner.
3. Price assumes the existing parking lot can be used as a staging area for daytime parking of trucks and overnight parking of trailers, containers, restrooms, and all material and equipment necessary to complete the project.
4. Owner understands export of waste material will require heavy trucking. The price for this contract assumes ingress-egress to the site is sufficient for the weight of such vehicles. All costs associated with damage to roads, other than driver error, will be the responsibility of Owner.
5. Non-prevailing wage rates at normal M-F business hours apply. No bonds or special insurance requirements are included.

INDEMNITY:

With the exception that the following provisions shall in no event be construed to require indemnification by SFS in excess of that permitted under law, SFS shall indemnify, defend, and save harmless Owner, and its agents and servants, and each of them, from any and all claims, demands, causes of action, liens, damages, costs, expenses, losses or liabilities, in law or in equity, of every kind and nature whatsoever, including any costs and expenses for attorneys' fees and all incidental or consequential damages resulting to Owner arising out of or in any manner directly or indirectly connected with the Work, except the sole negligence or willful misconduct of Owner or their agents or servants, including without limitation any of the following:

- A) Injury to or death of any person, including employees or agents of SFS, any other consultant, contractor, Owner or affiliated entities.
- B) Damage to or destruction to property of Owner.
- C) Any and all penalties imposed on account of the violation of any law or regulation, compliance with which is SFS's responsibility.

INSURANCE:

Prior to commencement of the Work and until completion of and final acceptance of the Work, SFS and its sub-contractors will maintain general liability, and workers' compensation, and commercial auto insurance.

SAFETY RULES & REGULATIONS:

1. SFS shall be responsible to Owner for the compliance with all safety rules and regulations, including specifically but not by way of limitation, the Occupational Safety and Health Act of 1970, and any safety rules of Owner posted at the Project or of which SFS is otherwise notified during the conduct of SFS's performance on and in connection with the Project.
2. SFS agrees to attend all project and safety meetings of Owner at the Project.
3. SFS shall indemnify and hold Owner harmless from any and all expenses incurred by Owner for fines, penalties, and corrective measures that result from acts of commission or omission by SFS, or its agents, employees, and assigns, in failure to comply with such safety rules and regulations.
4. In no event shall alcohol, drugs, dogs, or loud music be allowed on the Project by SFS, its employees, sub-contractors or material suppliers.

LESB Representative initials _____

DISCRIMINATION:

SFS agrees not to discriminate against any employee or applicant for employment because of race, color, age, religion, sex, or national origin and to comply with all laws and regulations regarding discrimination.

NOTICE TO OWNER: Section 7019-Contractors License Law-

Under the mechanics Lien Law, any contractor, laborer, materialism or other person who helps to improve your property and is not paid for his labor, services, or material, has a right to enforce his claim against your property. Under the law you may protect yourself against such claims by filing, before commencing such work of improvement, an original contract for the work of improvement of a modification thereof, in the office of the county recorder of the county where the property is situated and requiring that a contractor's payment bond be recorded in such office. Said bond shall be in an amount not less than fifty percent (50%) of the contract price and shall, in addition to any conditions for the performance of the Contract, be conditioned for the payment in full of the claims of all persons furnishing labor, services, equipment or materials for the work described in said contract.

MODIFICATIONS AND PRIOR AGREEMENTS:

All negotiations and agreements are included herein and any agreements, representations, proposals, bids or negotiations not included herein are hereby voided and no modification may be made herein except in writing signed by both parties hereto. It is further agreed that no waiver of any right hereunder shall constitute a continuing waiver, nor a waiver of any other similar or subsequent claim or right. All taxes have been accounted for in the above contract price, no additional charges will be applied to the above scope of work.

EFFECT OF SIGNATURE:

This document, when signed by SFS, becomes a proposal which is irrevocable for 30 days after delivery to Owner. No contractual obligations are imposed on Owner by this document until SFS has been supplied with a copy signed by Owner. Both parties agree that copies or facsimiles of this contract containing signatures will be considered a legal document.

BOTH PARTIES HAVE READ AND UNDERSTAND THIS CONTRACT AND ITS TERMS AND FULLY EXECUTE THIS CONTRACT BY THEIR DULY AUTHORIZED REPRESENTATIVES.

LESB (Lake Elsinore Storm Baseball) _____ (Authorized Representative)

(Print Name & Title) _____ (Date) _____

CSA Holdings, Inc. dba SPORTS FIELD SERVICES _____ Mannie Adams, President