

22) **Public Works Construction Agreement with Sports Field Services for the Stadium Facility Project, CIP Project No. RDA Z20003**

Award and authorize the Executive Director to execute a Public Works Construction Agreement with Sports Field Services in an amount not to exceed \$128,770.00 for the baseball field removal and field preparation for new sod Sports Field Services in substantially the form attached and in such final form as approved by the Successor Agency Counsel, authorize the Executive Director to execute change orders not to exceed the 10% contingency amount of \$12,877.00, and authorize the Agency Secretary to record the Notice of Completion once the work is complete.



REPORT TO SUCCESSOR AGENCY

To: Honorable Chair and Members of the Successor Agency

From: Jason Simpson, Executive Director

Prepared by: Brendan Rafferty, Assistant Administrative Services Director

Date: November 12, 2024

Subject: Public Works Construction Agreement with Sports Field Services for the Stadium Facility Project, CIP Project No. RDA Z20003

Recommendation

1. Award the Public Works Construction Agreement for the baseball field removal and field preparation for new sod Sports Field Services.
2. Authorize the Executive Director to execute the agreement in an amount not to exceed \$128,770.00 with Sports Field Services, in substantially the form attached and in such final form as approved by the Successor Agency Counsel.
3. Authorize the Executive Director to execute change orders not to exceed the 10% contingency amount of \$12,877.00.
4. Authorize the Agency Secretary to record the Notice of Completion once the work is complete.

Background

Under the Stadium Operations Contracts and Interim Management Agreement, the Successor Agency is responsible for capital repairs. The Successor Agency is performing a required facility capital project at Diamond Stadium. The project must satisfy significant league baseball facility requirements and facility capital repair inadequacies.

This project will include the removal of the entire field playing surface and the preparation of over 95,000 square feet of new grass sod preparation.

Discussion

During recent Major League Baseball facility evaluation visits, it was learned the playing field surface was sloping towards the outfield at a more significant percentage than allowable by Major

Sports Field Services Agreement Field Prep

League Baseball standards. This condition has gradually worsened in the past several years. Staff has closely monitored this situation in anticipation of eventually performing a complete playing field removal and resod project to bring the field back within acceptable tolerances.

The scope of work for this project will include the following primary elements:

- Strip all existing turfgrass and stockpile on the field.
- Load trucks and haul away all waste and dispose of it offsite.
- Ble-caveat existing root zone at a depth of 4"-5".
- Laser-grade, hand rake around irrigation heads and edges, and prep for sod. This includes the import of 50 tons of sand for the finish grade.
- Sod detail during installation days (Rake ahead of sod, Blowers, Wash Sod, and any other miscellaneous details).
- Irrigation repair

Major League Baseball has confirmed Sports Field Services to meet and exceed all the closely monitored standards. This is the only known company recommended by Major League Baseball in the Southern California area and is utilized by all the Major League Baseball organizations (i.e., Padres, Dodgers, and Angels). Major League Baseball has recommended the scope of work presented by Sports Field Services to resolve the playing field compliance issues.

Section 3.08.070 of the Lake Elsinore Municipal Code provides that the City Council may authorize the City Manager to bypass the standard procedures requiring multiple bids on purchases over \$30,000 when in the City's best interest. As discussed above, the unique services offered by this vendor match perfectly with the Successor Agency's needs and are consistent with the existing facilities maintenance requirements for Major League Baseball.

Fiscal Impact

The Diamond Stadium playing field project is included in the Fiscal Year 24/25 – 28/29 Capital Improvement Plan (CIP) budget. The contract amount herein is fully funded with Real Property Tax Trust Funds (RPTTF) which are allocated to the Agency through the ROPS process.

Attachments

Attachment 1 – Agreement
Exhibit A - Sports Field Services Quote

Administrative Services

AGREEMENT FOR PUBLIC WORKS CONSTRUCTION

Sports Field Services

For the

**Field Removal and Sod
Prep**

CIP PROJECT NO. RDA Z20003

This Agreement for Public Works Construction ("Agreement") is made and entered into as of November 12, 2024 by and between the Successor Agency of the Redevelopment Agency of the City of Lake Elsinore, a public body, corporate and politic established pursuant to Section 34173 of the Health and Safety Code ("Agency") and CSA Holdings, Inc. DBA Sports Field Services ("Contractor").

The Agency and Contractor, in consideration of the mutual promises and covenants set forth herein, agree as follows:

1. The Project and Project Documents. Contractor agrees to construct the following public improvements ("work") identified as:

Field removal and Sod Prep(the "Project")

The Agency-approved plans for the construction of the Project, which are incorporated herein by reference and prepared by contractor, are identified as:

Contractor's proposal

The Project Documents include this Agreement and all of the following: (1) the Notice Inviting Bids, Instructions to Bidders, Bid Documents including Bidder's Proposal as submitted by the Contractor, Contract Documents, General Specifications, Special Provisions, and all attachments and appendices; (2) everything referenced in such documents, such as specifications, details, standard plans or drawings and appendices, including all applicable State and Federal requirements; (3) all required bonds, insurance certificates, permits, notices, and affidavits; and (4) any and all addenda or supplemental agreements clarifying, amending or extending the work contemplated as may be required to insure completion in an acceptable manner. All of the provisions of the above-listed documents are made a part of this Agreement as though fully set forth herein.

2. Compensation.

a. For and in consideration of the payments and agreements to be made and performed by Agency, Contractor agrees to construct the Project, including furnishing all materials and performing all work required for the Project, and to fulfill all other obligations as set forth in the Bidder's Proposal, such contract price being one hundred twenty-eight thousand seven hundred seventy dollars (\$128,770.00).

b. Agency hereby promises and agrees to employ, and does hereby employ, Contractor to provide the materials, do the work, and fulfill the obligations according to the terms and conditions herein contained and referred to, for the prices set forth, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth in the Project Documents.

c. Contractor agrees to receive and accept the prices set forth in the Bidder's Proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Such compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the Project Documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

3. Completion of Work.

a. Contractor shall perform and complete all work within **30** working days from the date of commencement specified in the Notice to Proceed, and shall provide, furnish and pay for all the labor, materials, necessary tools, expendable equipment, and all taxes, utility and transportation services required for construction of the Project.

b. All work shall be performed and completed in a good workmanlike manner in strict accordance with the drawings, specifications and all provisions of this Agreement as hereinabove defined and in accordance with applicable laws, codes, regulations, ordinances and any other legal requirements governing the Project.

c. Contractor shall not be excused with respect to the failure to so comply by any act or omission of the Agency, the City Engineer, a City inspector, or a representative of any of them, unless such act or omission actually prevents the Contractor from fully complying with the requirements of the Project Documents, and unless the Contractor protests at the time of such alleged prevention that the act or omission is preventing the Contractor from fully complying with the Project Documents. Such protest shall not be effective unless reduced to writing and filed with the Agency within three (3) working days of the date of occurrence of the act or omission preventing the Contractor from fully complying with the Project Documents.

d. Agency and Contractor recognize that time is of the essence in the performance of this Agreement and further agree that if the work called for under the Agreement is not completed within the time hereinabove specified, damages will be sustained by the Agency and that, it is and will be impracticable or extremely difficult to ascertain and determine the actual amount of damages the Agency will sustain in the event of, and by reason of, such delay. It is, therefore, agreed that such damages shall be presumed to be in the amount of **\$500.00** per calendar day, and that the Contractor will pay to the Agency, or Agency may retain from amounts otherwise payable to Contractor, such amount for each calendar day by which the Contractor fails to complete the work, including corrective items of work, under this Agreement within the time hereinabove specified and as adjusted by any changes to the work.

4. Changes to Work. Agency and Contractor agree that the Agency may make changes to the work, or suspend the work, and no matter how many changes, such changes or suspensions are within the contemplation of the Contractor and Agency and will not be a basis for a compensable delay claim against the Agency nor be the basis for a liquidated damage claim against the Contractor.

Any change to the work shall be by way of a written instrument ("change order") signed by the Agency and the Contractor, stating their agreement to the following:

- a. The scope of the change in the work;
- b. The amount of the adjustment to the contract price; and
- c. The extent of the adjustment to the Schedule of Performance.

The City Engineer is authorized to sign any change order provided that sufficient contingency funds are available in the Agency's approved budget for the Project. All change in the work authorized by the change order shall be performed under the applicable conditions of the Project Documents. Agency and Contractor shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for such changes.

5. Bonds. Contractor shall provide, before commencing work, a Faithful Performance Bond and a Labor and Material Bond, each for one-hundred percent (100%) of the contract price in the form that complies with the Project Documents and is satisfactory to the Agency Attorney.

6. Non-Assignability. Neither this Agreement nor any rights, title, interest, duties or obligations under this Agreement may be assigned, transferred, conveyed or otherwise disposed of by Contractor without the prior written consent of Agency.

7. Licenses. Contractor represents and warrants to Agency that it holds the contractor's license or licenses set forth in the Project Documents, is registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5, and holds such other licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Contractor. Contractor represents and warrants to Agency that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Contractor to practice its profession. Contractor shall maintain a City of Lake Elsinore business license.

8. Indemnity. Contractor shall indemnify, defend, and hold harmless the Agency and its officials, officers, employees, agents, the County and Board Supervisors, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of Contractor or its employees, subcontractors, or agents, by acts for which they could be held strictly liable, or by the quality or character of their work. The foregoing obligation of Contractor shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises from the sole negligence or willful misconduct of the Agency or the City of Lake Elsinore or its officers, employees, agents, or volunteers and (2) the actions of Contractor or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to

property, or violation of law. It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by Agency of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

9. Insurance Requirements.

a. Insurance. Contractor, at Contractor's own cost and expense, shall procure and maintain, for the duration of the Agreement, unless modified by the Agency's Risk Manager, the following insurance policies.

i. Workers' Compensation Coverage. Contractor shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California. In addition, Contractor shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the Agency at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against Agency and the City of Lake Elsinore, its officers, agents, employees and volunteers for losses arising from work performed by Contractor for Agency. In the event that Contractor is exempt from Worker's Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California, Contractor shall submit to the Agency a Certificate of Exemption from Workers Compensation Insurance in a form approved by the Agency Attorney.

ii. Commercial General Liability Coverage. Contractor shall maintain commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Required commercial general liability coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (ed. 11/88) or Insurance Services Office form number GL 0002 (ed. 1/73) covering comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability. No endorsement may be attached limiting the coverage.

iii. Automobile Liability Coverage. Contractor shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence. Automobile liability coverage must be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 1 ("any auto"). No endorsement may be attached limiting the coverage.

iv. Builder's Risk Coverage. Prior to the commencement of any construction of the Project, Design-Builder shall obtain (or cause to be obtained) and keep in force during the term of any construction, builder's risk insurance insuring for all risks of physical loss of or damage (excluding the perils of earthquake and flood).

v. Professional Liability Coverage. Contractor shall maintain professional errors and omissions liability insurance appropriate for Contractor's profession for protection against claims alleging negligent acts, errors or omissions which may arise from Contractor's services under this Agreement, whether such services are provided by the Contractor or by its employees, subcontractors, or sub consultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single limit per occurrence basis.

b. Endorsements. Each general commercial liability and automobile liability insurance policy shall be with insurers possessing a Best's rating of no less than A:VII and shall be endorsed with the following specific language:

i. The Agency and the City of Lake Elsinore, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insured with respect to liability arising out of work performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work or operations.

ii. This policy shall be considered primary insurance as respects the Agency and the City of Lake Elsinore, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the Agency and the City of Lake Elsinore, including any self-insured retention the Agency and the City of Lake Elsinore may have, shall be considered excess insurance only and shall not contribute with it.

iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

iv. The insurer waives all rights of subrogation against the Agency and the City of Lake Elsinore, its elected or appointed officers, officials, employees or agents.

v. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Agency and the City of Lake Elsinore, its elected or appointed officers, officials, employees, agents or volunteers.

vi. The insurance provided by this Policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days written notice has been received by the Agency.

c. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Agency. At the Agency's option, Contractor shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

d. Certificates of Insurance. Contractor shall provide certificates of insurance with original endorsements to Agency as evidence of the insurance coverage required herein.

Certificates of such insurance shall be filed with the Agency on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the Agency at all times during the term of this Agreement.

10. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to Agency: Successor Agency of the Redevelopment Agency of the
City of Lake Elsinore
Attn: Executive Director
130 South Main Street
Lake Elsinore, CA 92530

With a copy to: City of Lake Elsinore
Attn: City Clerk
130 South Main Street
Lake Elsinore, CA 92530

If to Contractor: Sports Field Services
Attn: Mannie Adams
27762 Antonio Parkway L1-609
Ladera Ranch, CA 92694

11. Entire Agreement. This Agreement constitutes the complete and exclusive statement of agreement between the Agency and Contractor. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

12. Amendments. This Agreement may be modified or amended only by a written document executed by both Contractor and Agency and approved as to form by the Agency Attorney.

13. Assignment and Subcontracting. Contractor shall be fully responsible to Agency for all acts or omissions of any subcontractors. Assignments of any or all rights, duties for obligations of the Contractor under this Agreement will be permitted only with the express consent of the Agency. Nothing in this Agreement shall create any contractual relationship between Agency and any subcontractor nor shall it create any obligation on the part of the Agency to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.

14. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

15. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

16. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Riverside.

17. Litigation Expenses and Attorneys' Fees. If either party to this Agreement commences any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

18. Mediation. The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and share the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to JAMS or its successor in interest. JAMS shall provide the parties with the names of five qualified mediators. Each party shall have the option to strike two of the five mediators selected by JAMS and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.

19. Authority to Enter Agreement and Administration. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party. The Executive Director is authorized to enter into an amendment or otherwise take action on behalf of the Agency to make the following modifications to the Agreement: (a) a name change; (b) grant extensions of time; (c) non-monetary changes in the scope of services; and/or (d) suspend or terminate the Agreement. The City Engineer shall act as the Project administrator on behalf of the Agency.

20. Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, Agency shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of Agency, during the term of his or her service with Agency, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

21. Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

22. Prevailing Wages.

a. Contractor and all subcontractors shall adhere to the general prevailing rate of per diem wages as determined and as published by the State Director of the Department of Industrial Relations pursuant to Labor Code Sections 1770, 1773, and 1773.2. Copies of these rates and the latest revisions thereto are on file in the office of the Agency Clerk of the City of Lake Elsinore and are available for review upon request.

b. Contractor's attention is directed to the provisions of Labor Code Sections 1774, 1775, 1776, 1777.5 and 1777.6. Contractor shall comply with the provisions of these Sections. The statutory provisions for penalties for failure to comply with the State's wage and the hours laws will be enforced.

c. Labor Code Sections 1774 and 1775 require the Contractor and all subcontractors to pay not less than the prevailing wage rates to all workmen employed in the execution of the contract and specify forfeitures and penalties for failure to do so. The minimum wages to be paid are those determined by the State Director of the Department of Industrial Relations. Labor Code Section 1776 requires the Contractor and all subcontractors to keep accurate payroll records, specifies the contents thereof, their inspection and duplication procedures and certain notices required of the Contractor pertaining to their location. The statutory penalties for failure to pay prevailing wages will be enforced. If the Project has been awarded to Contractor on or after April 1, 2015, Contractor and its subcontractors must furnish electronic certified payroll records to the Labor Commissioner. Beginning January 1, 2016, Contractor and its subcontractors must furnish electronic certified payroll records to the Labor Commissioner without regard to when the Project was awarded to Contractor.

d. Labor Code Section 1777.5 requires Contractor or subcontractor employing tradesmen in any apprenticeable occupation to apply to the Joint Apprenticeship Committee nearest the site of the public works project, which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen to be used in the performance of the Agreement. The Contractor is required to make contributions to funds established for the administration of apprenticeship programs if the Contractor employs registered apprentices or journeymen in any apprenticeable trade and if other contractors on the public works site are making such contributions. Information relative to apprenticeship standards, contributions, wage schedules and other requirements may be obtained from the State Director of Industrial Relations or from the Division of Apprenticeship Standards. Labor Code Section 1777.6 provides that it shall be unlawful to refuse to accept otherwise qualified employees as registered apprentices solely on the grounds of race, religious creed, color, national origin, ancestry, sex, or age.

e. Eight hours labor constitutes a legal day's work, as set forth in Labor Code Section 1810.

23. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

[Signatures on next page]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

“AGENCY”

SUCCESSOR AGENCY OF THE
REDEVELOPMENT AGENCY OF THE
CITY OF LAKE ELSINORE, a public
body, corporate and politic established
pursuant to Section 34173 of the Health
and Safety Code

“CONTRACTOR”

CSA Holdings, Inc. DBA Sprots Field Services,
a corporation

Executive Director

By: Mannie Adams

Its: President

ATTEST:

Agency Clerk

By: [Click or tap here to enter text.](#)

APPROVED AS TO FORM:

Its: [Click or tap here to enter text.](#)

Agency Attorney

Assistant Executive Director

EXHIBIT A
CONTRACTOR'S PROPOSAL
[ATTACHED]

EXHIBIT B

LIST OF SUBCONTRACTORS

[ATTACHED]

CSA Holdings, Inc. dba

**SPORTS FIELD
SERVICES**

27762 Antonio Pkwy L1-609, Ladera Ranch CA 92694
P: 951-232-4201 E: sportsfieldservices@outlook.com
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