

APPROVED

05-04-2016

BOARD OF RECREATION
AND PARK COMMISSIONERS

BOARD REPORT

NO. 16-105

DATE April 20, 2016

C.D. All

BOARD OF RECREATION AND PARK COMMISSIONERS

**SUBJECT: AS-NEEDED ALL-WEATHER TURF CONSTRUCTION, RETROFIT,
MAINTENANCE AND/OR REPAIRS – AWARD OF CONTRACTS**

AP Diaz	_____	V. Israel	_____
R. Barajas	_____	K. Regan	_____
H. Fujita	_____	*N. Williams	<u>NDW</u>



 General Manager

Approved

Disapproved _____

Withdrawn _____

RECOMMENDATIONS:

That the Board:

1. Find, in accordance with Charter Section 1022, that the Department of Recreation and Parks (RAP) does not have, available in its employ, personnel with sufficient time or necessary expertise to undertake all-weather turf construction, retrofit, maintenance and repair in a timely manner, and it is more feasible, economical and in RAP's best interest, to secure these services by contract with several contractors to perform this work as-needed and on an occasional but frequent basis, without engaging in a new competitive bidding process for each individual project to be performed;
2. Find, in accordance with Charter Section 371(e)(2) and Los Angeles Administrative Code Section 10.15(a)(2), that competitive bidding is not practicable or advantageous as it is necessary for RAP to be able to call on contractors to perform this work as-needed and on an occasional but frequent basis, without engaging in a new competitive process for each individual project to be performed; however, from among as-needed contractors, each individual project is assigned on the basis of availability of an as-needed contractor to perform the work, the price to be charged and the unique expertise of the as-needed contractor;
3. Find, in accordance with Charter Section 372, that obtaining competitive proposals or bids for each individual project for which work may be performed is not reasonably practicable or compatible with the RAP's interests of having available as-needed contractors who are assigned various projects on the basis of availability, price, and expertise, and that it is therefore necessary to have several as-needed contractors for this type of service available when called upon by RAP to perform services;
4. Find as the contract awarding authority, in accordance with Charter Section 371 (e)(1 0) that services to be provided by the contractors, are for the performance of professional, scientific,

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expert or technical services and the use of competitive bidding would be undesirable, impractical or impossible or is otherwise excused by common law;

5. Waive any informality found on proposals in response to the Request for Qualifications for All-Weather Turf Construction, Retrofit, Maintenance and Repairs (RFQ) from Ohno Construction Company and UBU Sports, Inc.;
6. Approve proposed Services Contracts (Contracts), substantially in the form on file in the Board Office, between the City of Los Angeles and the following firms for all-weather turf construction, retrofit, maintenance and/or repair specifying the terms and conditions for a three (3) year contract, subject to approval of the Mayor and the City Attorney as to form;

Contractors:

- a) Ohno Construction Company
- b) UBU Sports, Inc.

7. Direct the Board Secretary to transmit the proposed Contracts to the Mayor in accordance with Executive Directive No. 3 and, concurrently to the City Attorney for review and approval as to form;
8. Approve the selection process for the selection of qualified firms;
9. Authorize the Board President and Secretary to execute the contracts upon receipt of the necessary approvals; and,
10. Authorize the General Manager, or designee, to make technical corrections as necessary to the contract, to carry out the intent of this Report.

SUMMARY

RAP requires as-needed all-weather turf construction, retrofit, maintenance and/or repairs contracts in order to perform current and future construction projects, such as the installation of new and/or retrofitted all-weather turf fields and general maintenance and repairs to the Parks existing all-weather/synthetic turf fields. The minimum qualifications as described in more detail below were established to address the highest and most complex needs of RAP.

It is imperative that RAP develop and award these contracts in order to continue meeting the demands of park users as it relates to the new construction and/or maintenance/repairs of existing all-weather/synthetic turf fields. Currently, RAP does not have the expertise and/or equipment to install new all-weather fields and/or maintain/repair existing all-weather/synthetic fields. Having access to on-call, pre-qualified contractors who specialize in this type of work will help ensure that RAP is responding to the demands of Park users while meeting our City's water conservation goals. The pre-qualified contractors will be required to competitively bid amongst those on the list as outlined in this Report, and will work as support to the RAP's Planning, Construction, and Maintenance staff.

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All-weather turf fields provide the park users with a clean, safe and designated facility to play soccer, football, or other non-traditional sports that require a field format. In addition, all-weather turf fields require no watering and they limit the damage of existing park grass areas where traditional park users would play sports and damage the grass areas. Currently, RAP does not have staff with the skills, knowledge or equipment to construct and/or maintain all-weather turf fields.

On February 3, 2016, the Board approved an Award of Contract (Report No. 16-046), to three of the proposal received in response to the Request for Qualifications for All-Weather Turf Construction, Retrofit, Maintenance and Repairs.

- 1) Asphalt, Fabric, & Engineering Inc.
2683 Lime Avenue
Signal Hill, CA 90755
- 2) Byrom-Davey, Inc
13220 Evening Creek Drive South, Suite 103
San Diego, CA 92128
- 3) California Landscape & Design, Inc. dba California Skateparks
273 N. Benson Avenue
Upland, CA 91786

The following two (2) responders submitted incomplete RFQ package submittal response based the following reasons:

Ohno Construction Company: signed only one (1) of the two (2) places for signature on the "Child Care Declaration Statement", page 126 of the RFQ. The contractor had previously submitted the completed form for an RFQ for another contract, and will sign and submit a new form for this contract.

UBU Sports, Inc.: due to a software interface problem, their printer failed to recognize certain character inputs that were overlaid onto a PDF document, causing some responses to the "Contractor Responsibility Questionnaire" to not appear. The contractor has submitted the completed form.

RFQ responses were evaluated solely for the minimum qualifications (as stated in RFQ Document). The minimum qualifications as set forth determine the responder's knowledge and experience to perform the terms and specifications of this Contract. It was found through review and verification by RAP staff that the above listed responders met and/or exceeded the minimum qualifications as set forth in the RFQ. During that review, RAP staff noted some minor informalities found on bid submissions from Ohno Construction Company and UBU Sports, Inc.

On December 15, 2015, RAP also received the following two (2) proposals in response to the Request for Qualifications for All-Weather Turf Construction, Retrofit, Maintenance and Repairs.

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- 1) Ohno Construction Company
16398 Boyle Avenue
Fontana, CA 92337

- 2) UBU Sports, Inc.
3110 Woodcreek Drive
Downers Grove, Illinois 60515

Once it was determined that Ohno Construction Company and UBU Sports, Inc. had met all of the minimum qualifications, RAP staff verified with the respondents' provided references. Questions were posed regarding both the respondent's ability to produce a quality product that met all necessary standards in a timely manner, and if the respondent was timely and effective in their correspondence with governing agencies. All of the references for the respondents who met our minimum qualifications responded favorably to these questions, and highly recommended the respective respondent. It was then determined that each of the above listed Respondents should be selected as a pre-qualified synthetic turf construction, retrofit, maintenance and/or repair contractor; and therefore, eligible to bid on future RAP projects.

All responders are to complete the minimum requirements in the Business Inclusion Program (BIP). BIP requires the responders to reach out to the subcontractors and to give the subcontractors opportunities to participate in the performance of the City contracts.

Board authorization is being sought to authorize the Board President and Secretary to execute contracts, subject to City Attorney and Mayor approval. The selected pre-qualified Responders will be recommended to the Board for a three (3) year contract, in an amount not to exceed an annual expenditure of \$10,000,000 per contract, per year. The contract amount is an estimate, and RAP does not guarantee that the contract maximum amount will be reached. The construction services that RAP is requesting shall be on an as-needed basis. RAP, in entering into an agreement, guarantees no minimum amount of business or compensation. Contracts awarded through this RFQ shall be subject to funding availability and early termination by RAP, as provided in the Standard Provisions for City Contracts.

Funding for projects will be provided from various funding sources including, but not limited to Proposition A, Quimby, Community Development Block Grant (CDBG), and Proposition 84.

FISCAL IMPACT STATEMENT

Executing these as-needed contracts have no impact on the RAP's General Fund as funding will be identified on a per project basis.

This Report was prepared by Noel Williams, Chief Financial Officer, Financial Division.

CONTRACT

BETWEEN

THE CITY OF LOS ANGELES

DEPARTMENT OF RECREATION AND PARKS

AND

OHNO CONSTRUCTION COMPANY

FOR ALL-WEATHER TURF CONSTRUCTION, RETROFIT, MAINTENANCE AND
REPAIR SERVICES ON PUBLIC PARK PROPERTY

This CONTRACT is made and entered into this _____ day of _____, 20___, by and between the City of Los Angeles, a municipal corporation, Department of Recreation and Parks (hereinafter referred to as DEPARTMENT), acting by and through its Board of Recreation and Park Commissioners (hereinafter referred to as RAP), and Ohno Construction Company (hereinafter referred to as CONTRACTOR).

RECITALS

WHEREAS, RAP owns various facilities and infrastructure throughout the City of Los Angeles and is responsible for the maintenance and improvements for such facilities and infrastructure; and

WHEREAS, RAP requires the services of an experienced and responsible CONTRACTOR to perform All-Weather Turf Construction, Retrofit, Maintenance and Repair Services for the DEPARTMENT; and

WHEREAS, a Request for Qualifications (RFQ) for All-Weather Turf Construction, Retrofit, Maintenance, and Repair Services was released on October 19, 2015, and six (6) responses to the RFQ were received on December 15, 2015; and

WHEREAS, the CONTRACTOR'S response met the minimum requirement for the All-Weather Turf Construction and Retrofit Services component and the All-Weather Turf Maintenance and Repair Services component as specified in the RFQ; and

WHEREAS, CONTRACTOR has the necessary equipment and staff who possess sufficient knowledge, expertise, and experience required to provide the necessary services and has indicated its willingness to perform such services; and

WHEREAS, RAP, pursuant to Charter Section 371(e)(2), finds that competitive bidding is not practicable or advantageous as it is necessary for the DEPARTMENT to be able to call on contractors to perform this work as-needed and on an occasional, but frequent, basis without engaging in a new competitive process for each individual project to be performed; however, from among as needed contractors each individual project is assigned on the basis of availability of an as-needed contractor to perform the work, the price to be charged and the unique expertise of the as-needed contractor; and,

WHEREAS, RAP, pursuant to Charter Section 372 and Los Angeles Administrative Code Section 10.15(a)(2), finds that obtaining competitive proposals or bids for each individual project for which work may be performed pursuant to this agreement is not reasonably practicable or compatible with the DEPARTMENT's interests of having available as-needed contractors who are assigned various projects on the basis of availability, price and expertise and that it is therefore necessary to have several as-needed contractors for this type of service available when called upon by the DEPARTMENT to perform services; and,

WHEREAS, pursuant to Charter Section 371(e)(10), that use of competitive bidding would be undesirable, impractical or impossible or is otherwise excused by the common law and the Charter because, unlike the purchase of a specified product, there is no single criterion, such as price comparison, that will determine which proposer can best provide the services required by the Department to provide as-needed all-weather turf construction, retrofit, maintenance and repair services; and

WHEREAS, RAP, pursuant to Charter Section 1022, does not have sufficient or adequate personnel in its employ to undertake this task on an emergency basis and it is more feasible and economical to secure said services by contract; and

NOW, THEREFORE, RAP AND CONTRACTOR, in consideration of the recitals above and of the terms, covenants, and conditions contained herein, agree as follows:

SECTION 1 - PARTIES TO CONTRACT, REPRESENTATIVES AND NOTICE

1.1 Parties

The parties to this Contract are:

RAP - The City of Los Angeles, a municipal corporation, Department of Recreation and Parks, acting by and through its Board of Recreation and Park Commissioners, having its principal office located at 221 North Figueroa Street, Suite 350, Los Angeles, California 90012.

CONTRACTOR – Ohno Construction Company, having its principal office located at 16398 Boyle Avenue, Fontana, CA 92337

1.2 Representatives

The representatives of the parties who are authorized to administer this Contract and to whom formal notices, demands and communications will be given for as follows:

RAP's representative will be:

Michael A. Shull, General Manager
Department of Recreation and Parks
221 N. Figueroa St., Suite 350
Los Angeles, CA 90012

With copies to:

Jimmy Newsom, Senior Management Analyst I
Department of Recreation and Parks
221 N. Figueroa St., Suite 200
Los Angeles, CA 90012

Telephone Number: (213) 202-2678
Fax Number: (818) 908-9786

CONTRACTOR'S representative will be:

Representative
Ohno Construction Company
16398 Boyle Avenue
Fontana, CA 92337
Telephone Number: (909) 356-5672
Fax Number: (619) 278-8761

1.3 Notices

Formal notices, demands and communications to be given hereunder by either party will be made in writing and may be effected by personal delivery or certified mail, return receipt requested, and will be deemed communicated as of the date of receipt.

If the person designated to receive the notices, demands or communications or the address of such person is changed, written notice shall be given, in accord with this ARTICLE, within five (5) working days of the change.

SECTION 2 - TERM OF CONTRACT

The term of this contract shall be three (3) years from the date of execution between the CONTRACTOR and RAP, subject to earlier termination by DEPARTMENT as provided in Appendix A – The Standard Provisions for City Contracts.

SECTION 3 - SERVICES TO BE PERFORMED BY THE CONTRACTOR

3.1 Conduct of Operations

- A. At all times, work must conform to all current, relevant Federal, State and Local Municipal Codes and Regulations.
- B. CONTRACTOR shall endeavor to maintain good public relations at all times. The work shall be conducted in a manner that will cause the least possible interference with or annoyance to park patrons or employees.
- C. A qualified supervisor shall be present and readily available to City personnel and the public during hours of operation at each work site. The site supervisor shall be available to the Contract Inspector at all times during normal working hours. Avoiding contact with the Contract Inspector may result in suspension of work without extension.
- D. CONTRACTOR's working hours must coincide with those of the Department of Recreation and Parks (Monday through Friday, 7:00 a.m. – 3:30 p.m., excluding City holidays). The DEPARTMENT must first approve any deviation from these hours and/or work on weekends and/or holidays.
- E. CONTRACTOR shall carefully protect from damage all existing trees, shrubs, plants, fences, and other features. The CONTRACTOR shall be liable for any and all damage(s) caused by contract operations to such trees, shrubs, plants, other growth and features or property. All damaged trees, shrubs, plants, other growth and features, and property shall be replaced or restored to their original condition to the satisfaction of the Contract Inspector at CONTRACTOR's expense.
- F. At all times, traffic control measures should conform to the Work Area Traffic Control Handbook, latest edition, published by Building New, Inc. Pedestrian and vehicular traffic shall be allowed to pass through the work area only under conditions of safety and with as little inconvenience and delay as possible. CONTRACTOR shall provide and maintain adequate barricades and warning devices. Flag persons shall be stationed as reasonably necessary for the safety of persons and vehicles.

- G. The roads and pathways shall be left free of debris at the close of each day's operation.
- H. Contractor will be responsible for all safety requirements and certifications in accordance with CAL-OSHA rules and regulations. It will be the CONTRACTOR's responsibility to assess the work location and implement safety controls and procedures that are compliant with Title 8 of the California Code of Regulations. All projects will be awarded to CONTRACTOR as a "Single Employer" in accordance with CAL OSHA classifications. CONTRACTOR will be responsible and have full control over all activities as well as safety requirements thereof, for each as-need project awarded.
- I. CONTRACTOR shall notify the Contract Inspector at least twenty-four (24) hours prior to starting the work required by the contract.
- J. If CONTRACTOR, after having officially started said contract, should discontinue work for any cause, CONTRACTOR shall notify the Contract Inspector of intent to do so, and shall further provide the Contract Inspector with the date that operations will resume.
- K. All work shall be completed to the satisfaction of the Department of Recreation and Parks Contract Inspector. Work will be considered complete only when signed off by the Contract Inspector. Work shall be performed to the specifications as determined by RAP.
- L. Failure to comply with any requirement contained herein may result in suspension of work without extension.
- M. The Contract Inspector must approve any request for subcontracting of work prior to such subcontracting.
- N. CONTRACTOR shall provide equipment and personnel for all tasks.

3.2 SERVICES TO BE PROVIDED BY CONTRACTOR:

All-Weather Turf Construction, Retrofit, Maintenance and Repair Services includes but is not limited to:

- A. All-weather Turf Field Consulting (Design Review, Inspections, and 3rd party testing such as G-max, ball bounce, compaction, tuffing, etc...)
- B. All-Weather Turf Field Design
- C. All-Weather Turf Field Engineering
- D. All-Weather Turf Field Construction, which includes drainage sub-base, sub-grade prep, foundations in accordance to turf manufacture specification and

site amenities (i.e. hardscapes, landscape, lighting, walkways, bleachers, drinking fountains, fencing, goals, irrigation, etc...)

- E. All-Weather Turf Field Retrofit (Additions or major modifications or improvements to existing synthetic turf fields)
- F. All-Weather Turf Field Maintenance including field inspection, sweeping, disinfection, and G-max testing per manufacturers specifications.
- G. All-Weather Turf Field Repairs including broken water lines, base settlement, loose or torn seams and inlays.

SECTION 4 - SERVICES TO BE PROVIDED BY RAP

- 4.1 RAP personnel will work cooperatively with the CONTRACTOR to ensure timely approvals of all items required under this contract.
- 4.2 RAP will promptly act, review, and make decisions as necessary to permit the orderly progress of this work.

SECTION 5 - INSPECTION

- 5.1 CONTRACTOR must request final inspection from RAP representative for work completed at each site.
- 5.2 CONTRACTOR will receive written notification for any services and/or delivery determined by the Project Manager or his/her designee to be below an acceptable level. This notification shall be in the form of a "Notice to Correct Unacceptable Service."
- 5.3 CONTRACTOR shall respond in writing to the Project Manager indicating the steps taken to correct the unacceptable service. If unacceptable service is not corrected after CONTRACTOR receives the "Notice to Correct Unacceptable Service," payment may be withheld by RAP until corrections are made.
- 5.4 If unacceptable service continues, or if CONTRACTOR receives three (3) or more such notices, RAP may terminate the contract as described in PSC-10-Termination, of the Standard Provisions for City Contracts (Rev. 3/09), attached hereto and incorporated herein by reference as Appendix A.

SECTION 6 - COMPENSATION AND INVOICING

6.1 Compensation

RAP will pay CONTRACTOR an amount for service outlined in the "Notice to Proceed" for each individual project. The total for this contract will not exceed Ten Million Dollars (\$10,000,000.00) annually. CITY will monitor this not-to-exceed aggregate total.

6.2 CONTRACTOR shall inform RAP of any additional project costs due to unforeseen delays and unexpected changes to the scope of work. Additional project costs shall be itemized by CONTRACTOR and approved by RAP before payment is made to CONTRACTOR.

6.3 Invoicing

CONTRACTOR shall invoice upon completion of job by submitting two (2) copies of the invoice, which details the work performed in accordance with the original scope of services and any approved amendments to the scope, within thirty (30) days of completion of service.

CONTRACTOR shall submit invoices to:

Department of Recreation and Parks
Attention: Jimmy Newsom
Contracts, Finance Section
6335 Woodley Avenue
Van Nuys, CA 91406.

All invoices shall be submitted on CONTRACTOR'S letterhead, containing CONTRACTOR'S official logo, or other unique and identifying information such as the name and address of CONTRACTOR. Evidence that the task has been completed, in the form of a report, brochure or photographs, shall be attached to all invoices.

Invoices and supporting documentation shall be prepared at the sole expense and responsibility of CONTRACTOR. CITY will not compensate CONTRACTOR for costs incurred in invoice preparation. RAP may request changes to the content and format of the invoice and supporting documentation at any time. RAP reserves the right to request additional supporting documentation to substantiate costs at any time.

Tasks that are completed by subcontractors shall be supported by subcontractor invoices, copies of pages from reports, brochures, photographs, or other unique documentation that substantiates their charges.

Failure to adhere to these policies may result in nonpayment pursuant to Charter Section 262(a), which requires the City Controller to inspect the quality, quantity, and condition of services, labor, materials, supplies, or equipment received by any City office or department, and to approve demands before they are drawn on the Treasury.

SECTION 7 - INCORPORATION OF DOCUMENTS

This Contract and exhibits represent the entire integrated agreement of the parties and supersedes all prior written or oral representations, discussions, and agreements. The following documents are incorporated and made a part hereof by reference:

Appendix A. Standard Provisions for City Contracts (Rev. 3/09)

(Signature Page to Follow)

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their respective duly authorized representatives.

Executed this _____ day
of _____, 20__

THE CITY OF LOS ANGELES, a municipal corporation, Department of Recreation and Parks, acting by and through its Board of Recreation and Park Commissioners

By _____
PRESIDENT

By _____
SECRETARY

Executed this _____ day
of _____, 20__

OHNO CONSTRUCTION COMPANY

By _____

By _____

Approved as to Form:

MICHAEL N. FEUER
City Attorney

Date: _____

By: _____
STREFAN FAUBLE
Deputy City Attorney III

CONTRACT

BETWEEN

THE CITY OF LOS ANGELES

DEPARTMENT OF RECREATION AND PARKS

AND

UBU SPORTS, INC.

FOR ALL-WEATHER TURF CONSTRUCTION, RETROFIT, MAINTENANCE AND
REPAIR SERVICES ON PUBLIC PARK PROPERTY

This CONTRACT is made and entered into this _____ day of _____, 20___, by and between the City of Los Angeles, a municipal corporation, Department of Recreation and Parks (hereinafter referred to as DEPARTMENT), acting by and through its Board of Recreation and Park Commissioners (hereinafter referred to as RAP), and UBU Sports, Inc. (hereinafter referred to as CONTRACTOR).

RECITALS

WHEREAS, RAP owns various facilities and infrastructure throughout the City of Los Angeles and is responsible for the maintenance and improvements for such facilities and infrastructure; and

WHEREAS, RAP requires the services of an experienced and responsible CONTRACTOR to perform All-Weather Turf Construction, Retrofit, Maintenance and Repair Services for the DEPARTMENT; and

WHEREAS, a Request for Qualifications (RFQ) for All-Weather Turf Construction, Retrofit, Maintenance, and Repair Services was released on October 19, 2015, and six (6) responses to the RFQ were received on December 15, 2015; and

WHEREAS, the CONTRACTOR'S response met the minimum requirement for the All-Weather Turf Construction and Retrofit Services component and the All-Weather Turf Maintenance and Repair Services component as specified in the RFQ; and

WHEREAS, CONTRACTOR has the necessary equipment and staff who possess sufficient knowledge, expertise, and experience required to provide the necessary services and has indicated its willingness to perform such services; and

WHEREAS, RAP, pursuant to Charter Section 371(e)(2), finds that competitive bidding is not practicable or advantageous as it is necessary for the DEPARTMENT to be able to call on contractors to perform this work as-needed and on an occasional, but frequent, basis without engaging in a new competitive process for each individual project to be performed; however, from among as needed contractors each individual project is assigned on the basis of availability of an as-needed contractor to perform the work, the price to be charged and the unique expertise of the as-needed contractor; and,

WHEREAS, RAP, pursuant to Charter Section 372 and Los Angeles Administrative Code Section 10.15(a)(2), finds that obtaining competitive proposals or bids for each individual project for which work may be performed pursuant to this agreement is not reasonably practicable or compatible with the DEPARTMENT's interests of having available as-needed contractors who are assigned various projects on the basis of availability, price and expertise and that it is therefore necessary to have several as-needed contractors for this type of service available when called upon by the DEPARTMENT to perform services; and,

WHEREAS, pursuant to Charter Section 371(e)(10), that use of competitive bidding would be undesirable, impractical or impossible or is otherwise excused by the common law and the Charter because, unlike the purchase of a specified product, there is no single criterion, such as price comparison, that will determine which proposer can best provide the services required by the Department to provide as-needed all-weather turf construction, retrofit, maintenance and repair services; and

WHEREAS, RAP, pursuant to Charter Section 1022, does not have sufficient or adequate personnel in its employ to undertake this task on an emergency basis and it is more feasible and economical to secure said services by contract; and

NOW, THEREFORE, RAP AND CONTRACTOR, in consideration of the recitals above and of the terms, covenants, and conditions contained herein, agree as follows:

SECTION 1 - PARTIES TO CONTRACT, REPRESENTATIVES AND NOTICE

1.1 Parties

The parties to this Contract are:

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CONTRACTOR – UBU Sports, Inc., having its principal office located at 3110 Woodcreek Drive, Downers Grove, Illinois 60515

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The representatives of the parties who are authorized to administer this Contract and to whom formal notices, demands and communications will be given for as follows:

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Michael A. Shull, General Manager
Department of Recreation and Parks
221 N. Figueroa St., Suite 350
Los Angeles, CA 90012

With copies to:

Jimmy Newsom, Senior Management Analyst I
Department of Recreation and Parks
221 N. Figueroa St., Suite 200
Los Angeles, CA 90012

Telephone Number: (213) 202-2678
Fax Number: (818) 908-9786

CONTRACTOR'S representative will be:

Representative

UBU Sports, Inc.
Michael Jenkins, Regional Manager
3110 Woodcreek Drive
Downers Grove, Illinois 60515
Telephone Number: (310) 613-1441
Fax Number: (800) 828-1300

1.3 Notices

Formal notices, demands and communications to be given hereunder by either party will be made in writing and may be effected by personal delivery or certified mail, return receipt requested, and will be deemed communicated as of the date of receipt.

If the person designated to receive the notices, demands or communications or the address of such person is changed, written notice shall be given, in accord with this ARTICLE, within five (5) working days of the change.

SECTION 2 - TERM OF CONTRACT

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SECTION 3 - SERVICES TO BE PERFORMED BY THE CONTRACTOR

3.1 Conduct of Operations

- A. At all times, work must conform to all current, relevant Federal, State and Local Municipal Codes and Regulations.
- B. CONTRACTOR shall endeavor to maintain good public relations at all times. The work shall be conducted in a manner that will cause the least possible interference with or annoyance to park patrons or employees.
- C. A qualified supervisor shall be present and readily available to City personnel and the public during hours of operation at each work site. The site supervisor shall be available to the Contract Inspector at all times during normal working hours. Avoiding contact with the Contract Inspector may result in suspension of work without extension.
- D. CONTRACTOR's working hours must coincide with those of the Department of Recreation and Parks (Monday through Friday, 7:00 a.m. – 3:30 p.m., excluding City holidays). The DEPARTMENT must first approve any deviation from these hours and/or work on weekends and/or holidays.
- E. CONTRACTOR shall carefully protect from damage all existing trees, shrubs, plants, fences, and other features. The CONTRACTOR shall be liable for any and all damage(s) caused by contract operations to such trees, shrubs, plants, other growth and features or property. All damaged trees, shrubs, plants, other growth and features, and property shall be replaced or restored to their original condition to the satisfaction of the Contract Inspector at CONTRACTOR's expense.
- F. At all times, traffic control measures should conform to the Work Area Traffic Control Handbook, latest edition, published by Building New, Inc. Pedestrian and vehicular traffic shall be allowed to pass through the work area only under conditions of safety and with as little inconvenience and delay as possible. CONTRACTOR shall provide and maintain adequate barricades and warning devices. Flag persons shall be stationed as reasonably necessary for the safety of persons and vehicles.

- G. The roads and pathways shall be left free of debris at the close of each day's operation.
- H. Contractor will be responsible for all safety requirements and certifications in accordance with CAL-OSHA rules and regulations. It will be the CONTRACTOR's responsibility to assess the work location and implement safety controls and procedures that are compliant with Title 8 of the California Code of Regulations. All projects will be awarded to CONTRACTOR as a "Single Employer" in accordance with CAL OSHA classifications. CONTRACTOR will be responsible and have full control over all activities as well as safety requirements thereof, for each as-need project awarded.
- I. CONTRACTOR shall notify the Contract Inspector at least twenty-four (24) hours prior to starting the work required by the contract.
- J. If CONTRACTOR, after having officially started said contract, should discontinue work for any cause, CONTRACTOR shall notify the Contract Inspector of intent to do so, and shall further provide the Contract Inspector with the date that operations will resume.
- K. All work shall be completed to the satisfaction of the Department of Recreation and Parks Contract Inspector. Work will be considered complete only when signed off by the Contract Inspector. Work shall be performed to the specifications as determined by RAP.
- L. Failure to comply with any requirement contained herein may result in suspension of work without extension.
- M. The Contract Inspector must approve any request for subcontracting of work prior to such subcontracting.
- N. CONTRACTOR shall provide equipment and personnel for all tasks.

3.2 SERVICES TO BE PROVIDED BY CONTRACTOR:

All-Weather Turf Construction, Retrofit, Maintenance and Repair Services includes but is not limited to:

- A. All-weather Turf Field Consulting (Design Review, Inspections, and 3rd party testing such as G-max, ball bounce, compaction, tuffing, etc...)
- B. All-Weather Turf Field Design
- C. All-Weather Turf Field Engineering
- D. All-Weather Turf Field Construction, which includes drainage sub-base, sub-grade prep, foundations in accordance to turf manufacture specification and

site amenities (i.e. hardscapes, landscape, lighting, walkways, bleachers, drinking fountains, fencing, goals, irrigation, etc...)

- E. All-Weather Turf Field Retrofit (Additions or major modifications or improvements to existing synthetic turf fields)
- F. All-Weather Turf Field Maintenance including field inspection, sweeping, disinfection, and G-max testing per manufacturers specifications.
- G. All-Weather Turf Field Repairs including broken water lines, base settlement, loose or torn seams and inlays.

SECTION 4 - SERVICES TO BE PROVIDED BY RAP

- 4.1 RAP personnel will work cooperatively with the CONTRACTOR to ensure timely approvals of all items required under this contract.
- 4.2 RAP will promptly act, review, and make decisions as necessary to permit the orderly progress of this work.

SECTION 5 - INSPECTION

- 5.1 CONTRACTOR must request final inspection from RAP representative for work completed at each site.
- 5.2 CONTRACTOR will receive written notification for any services and/or delivery determined by the Project Manager or his/her designee to be below an acceptable level. This notification shall be in the form of a "Notice to Correct Unacceptable Service."
- 5.3 CONTRACTOR shall respond in writing to the Project Manager indicating the steps taken to correct the unacceptable service. If unacceptable service is not corrected after CONTRACTOR receives the "Notice to Correct Unacceptable Service," payment may be withheld by RAP until corrections are made.
- 5.4 If unacceptable service continues, or if CONTRACTOR receives three (3) or more such notices, RAP may terminate the contract as described in PSC-10-Termination, of the Standard Provisions for City Contracts (Rev. 3/09), attached hereto and incorporated herein by reference as Appendix A.

SECTION 6 - COMPENSATION AND INVOICING

6.1 Compensation

RAP will pay CONTRACTOR an amount for service outlined in the "Notice to Proceed" for each individual project. The total for this contract will not exceed Ten Million Dollars (\$10,000,000.00) annually. CITY will monitor this not-to-exceed aggregate total.

6.2 CONTRACTOR shall inform RAP of any additional project costs due to unforeseen delays and unexpected changes to the scope of work. Additional project costs shall be itemized by CONTRACTOR and approved by RAP before payment is made to CONTRACTOR.

6.3 Invoicing

CONTRACTOR shall invoice upon completion of job by submitting two (2) copies of the invoice, which details the work performed in accordance with the original scope of services and any approved amendments to the scope, within thirty (30) days of completion of service.

CONTRACTOR shall submit invoices to:

Department of Recreation and Parks
Attention: Jimmy Newsom
Contracts, Finance Section
6335 Woodley Avenue
Van Nuys, CA 91406.

All invoices shall be submitted on CONTRACTOR'S letterhead, containing CONTRACTOR'S official logo, or other unique and identifying information such as the name and address of CONTRACTOR. Evidence that the task has been completed, in the form of a report, brochure or photographs, shall be attached to all invoices.

Invoices and supporting documentation shall be prepared at the sole expense and responsibility of CONTRACTOR. CITY will not compensate CONTRACTOR for costs incurred in invoice preparation. RAP may request changes to the content and format of the invoice and supporting documentation at any time. RAP reserves the right to request additional supporting documentation to substantiate costs at any time.

Tasks that are completed by subcontractors shall be supported by subcontractor invoices, copies of pages from reports, brochures, photographs, or other unique documentation that substantiates their charges.

Failure to adhere to these policies may result in nonpayment pursuant to Charter Section 262(a), which requires the City Controller to inspect the quality, quantity, and condition of services, labor, materials, supplies, or equipment received by any City office or department, and to approve demands before they are drawn on the Treasury.

SECTION 7 - INCORPORATION OF DOCUMENTS

This Contract and exhibits represent the entire integrated agreement of the parties and supersedes all prior written or oral representations, discussions, and agreements. The following documents are incorporated and made a part hereof by reference:

Appendix A. Standard Provisions for City Contracts (Rev. 3/09)

(Signature Page to Follow)

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their respective duly authorized representatives.

Executed this _____ day
of _____, 20__

THE CITY OF LOS ANGELES, a municipal corporation, Department of Recreation and Parks, acting by and through its Board of Recreation and Park Commissioners

By _____
PRESIDENT

By _____
SECRETARY

Executed this _____ day
of _____, 20__

UBU SPORTS, INC.

By _____

By _____

Approved as to Form:

MICHAEL N. FEUER
City Attorney

Date: _____

By: _____
STREFAN FAUBLE
Deputy City Attorney III