

CITY OF ORANGE
REQUEST FOR BIDS
FOR
SPORTS FIELD MAINTENANCE SERVICES
FOR
CITY OF ORANGE PARKS

BID NO: 189-10



**REQUEST FOR PROPOSAL
Bid No. 189-10**

SPORTS FIELD MAINTENANCE SERVICES

CITY OF ORANGE
COMMUNITY SERVICES DEPARTMENT
230 E. Chapman Ave.
Orange, CA 92866
(714) 744-7274

Date:
Company/Firm Name:
Address:

Phone #:

E-mail Address:
Contact Name:

PROJECT NAME: Sports Field Maintenance

Location Addresses: El Camino Real Park
400 N. Main St. Orange. Ca. 92868

El Modena Park
555 S. Hewes St. Orange, Ca. 92869

City Contact Name: Paul Miller- Park Maintenance Supervisor

Phone #: (714) 532-6472 (office)

E-Mail Address: pmiller@cityoforange.org

INSTRUCTIONS TO BIDDERS

1. SCOPE OF WORK. The City of Orange, a municipal corporation (herein referred to as the “City”), is requesting bids from qualified companies to provide softball field maintenance services for four (4) softball fields at El Camino Real Park, 400 North Main Street, one (1) baseball field at El Modena Park, 555 South Hewes Street, and other parks as directed.
2. WHERE AND WHEN TO SUBMIT BIDS. Bids must be complete and sealed. **THREE (3) COPIES** of the bid shall be submitted to the Office of the City Clerk, located at 300 East Chapman Avenue, Orange, California, 92866 (Attention: Paul Miller) **not later than 2:00 p.m. on Thursday, October 18, 2018.** The envelopes containing the bids must be marked **“SPORTS FIELD MAINTENANCE SERVICES”**. Bids must be signed by an individual (or individuals) authorized to execute legal documents on behalf of the applicant. Faxed or e-mailed bids are not acceptable and will not be considered. Bids received after this deadline will not be considered.
3. BID INQUIRIES, INSTRUCTIONS AND QUESTIONS. The City representative from whom proposers will receive instructions:

Paul Miller, Park Maintenance Supervisor
pmiller@cityoforange.org
230 East Chapman Avenue
Orange, California 92866
714-532-6472

Mr. Miller will lead an optional **pre-bid meeting. Please meet Mr. Miller at 10:00 a.m. on October 8, 2018 at 230 East Chapman Avenue in the City of Orange.** Proposers are encouraged to attend this meeting and visit sites prior to submitting their bids.

Questions regarding this Request for Bids (“RFB”) should be directed only to Mr. Miller. All questions, requests for clarification, and comments shall be sent to the City by e-mail, and must be clearly titled “Written Questions”. All such e-mails shall be sent to Paul Miller, Park Maintenance Supervisor, at pmiller@cityoforange.org. The City shall not be responsible for its failure to respond to e-mail questions that have not been titled as such, and that have not been sent directly to Mr. Miller. If any person or firm contemplating the submittal of a proposal in response to this RFB is in doubt as to the true meaning of any part of this RFB, he/she/it may submit to Mr. Miller a written request for an interpretation or correction thereof. Any interpretation or correction of any part of this RFB will be made only by addendum, duly issued by Mr. Miller. Copies of such addenda (if any) will be mailed or delivered to those persons who have received this RFB.

The successful bidder must possess an active C-27 contractors license that has been issued by the State of California Contractors State License Board. These licenses and certification must be maintained for the duration of the agreement. **Failure to possess the specified license shall render the bid non-responsive.**

4. SIGNATURE ON BID; PROOF OF AUTHORITY. If the bid is submitted by a corporation, it must be signed on behalf of the corporation by the following combination of corporate officers: (i) the Chairman of the Board, the President or any Vice President, on the one hand, **AND** (ii) the

Secretary, an Assistant Secretary, the Chief Financial Officer or an Assistant Treasurer, on the other hand. If the bid is submitted by a corporation under the signature of only one corporate officer or representative or with a different combination of the foregoing corporate officers, it must be accompanied by the original of a Secretary's Certificate, to which is attached a corporate resolution duly authorizing the named individual to consummate the transaction contemplated by the bid for and on behalf of the corporation. For a sole proprietorship, the owner's signature is acceptable. If the bid is submitted by a partnership, the signature of the managing general partner or the general partner(s) authorized to bind the partnership to such transactions must appear on the bid bid. Bids may be rejected if the proper documentation is not provided.

5. EXAMINATION OF BID. Each bidder is responsible for examining this RFB, including all attachments hereto, and submitting its bid complete and in conformance with these instructions.

6. CONDITIONS OF SITE/WORK. Each bidder shall carefully examine the documents and project sites to become fully informed regarding all existing and expected conditions and matters which could affect performance, cost or time of the work in any way.

7. ADDENDA. If any person contemplating submitting a bid for the services listed herein is in doubt as to the true meaning of any part of this RFB, he/she may submit to the City representative identified above a written request for an interpretation or correction thereof. Any interpretation or correction of City specifications will be made only by addendum, duly issued by the City representative identified above. Copies of such addenda (if any) will be mailed or delivered to those persons who have received this bid package.

8. REQUIRED INFORMATION. The bidder is required to complete, execute and deliver with its bid the following:

(a) A Statement of Required Information and Experience in the form attached hereto as Attachment No. 1; and

(b) A Certificate of Non-collusion in the form attached hereto as Attachment No. 2;

9. BONDS.

(a) Bid Bond. No Bid Bond is required for this Request for Bid.

10. CERTIFICATE OF INSURANCE. Proof of insurance is not required to be submitted with your bid but will be required prior to the City's award of the contract in accordance with the terms of the form of contract attached hereto as Attachment No. 5.

11. WITHDRAWAL OF BID. Any bidder may withdraw its bid, either personally or by telegraphic or written request at any time prior to the time set for the opening of bids.

12. ERRORS AND OMISSIONS. Bidders shall not be allowed to take advantage of any errors in or omissions from the RFB. Full instructions will be given if such error or omission is discovered and timely called to the attention of the City.

13. SPECIFICATIONS NOT CONTRACTUAL. Nothing contained in this RFB shall create any contractual relationship between the bidder and the City. The City accepts no financial responsibility for costs incurred by any bidder regarding this RFB.

14. NOTICE REGARDING DISCLOSURE OF CONTENTS OF DOCUMENT. All responses to this RFB accepted by the City shall become the exclusive property of the City. Upon opening, all proposals accepted by the City shall become a matter of public record and shall be regarded as public, with the exception of those elements of each proposal which are identified by the bidder as business or trade secrets and plainly marked as "trade secret", "confidential" or "proprietary". Each element of a proposal which a bidder desires not to be considered a public record must be clearly marked as set forth above, and any blanket statement (*i.e.*, regarding entire pages, documents, or other non-specific designations) shall not be sufficient and shall not bind the City in any way whatsoever. If disclosure is required under the California Public Records Act or otherwise by law (despite the bidder's request for confidentiality), the City shall not in any way be liable or responsible for the disclosure of any such records or part thereof.

15. QUALIFICATIONS OF BIDDERS. Any bidder who can prove to be a responsible bidder based on, but not limited to, the requirements set forth on the Contractor's Statement of Required Information and Experience (Attachment No. 1 hereto) may submit a bid for consideration.

Each bidder must satisfy the City of its ability to perform the services required, as set forth in the Contract Details attached hereto as Attachment No. 3 and Attachment No. 4. All bidders must demonstrate and document a history of timely and satisfactory performance of similar work in a manner which addresses the stated evaluation criteria. Each bidder shall be entirely responsible for the accuracy of the information supplied concerning references.

In addition, the City may consider evidence of untimely and unsatisfactory performance on prior similar work or litigation by the bidder on previous contracts to disqualify any bidder. The City reserves the right to reject any and all bids and any item or items therein, and to waive any non-conformity of bids with this RFB, whether of a technical or substantive nature, as the interest of the City may require.

It should be noted, however, that the contract will be awarded to the responsible bidder who submitted the lowest price bid; provided that such a bidder successfully meets all of the other criteria indentified in this RFB.

The Contractor shall be registered with Department of Industrial Relations (DIR), State of California per Labor Code Section 177.1(a) at the time of bid. This project is subject to compliance monitoring and enforcement by DIR.

16. AWARD OF CONTRACT. The award of contract, if awarded, will be to the lowest bidder whose proposal complies with all requirements of the notice inviting bids, including, but not limited to, the Statement of Required Information and Experience (Attachment No. 1). The award of contract, if made, shall be made within **one hundred twenty (120) days** after the opening of the bids.

Prior to the award of any work hereunder and before any work can commence, the City and the successful bidder will enter into a written contract substantially in the form attached hereto as Attachment No. 5 with such changes therein as the City's Attorney may deem necessary and appropriate. Bidders responding to this RFB are strongly advised to review all of the terms and conditions of the form of the contract attached hereto.

17. TERM OF CONTRACT. This RFB is for the purpose of awarding a four-year agreement. The scope of the contract may be all or any portions of the scope described.

18. PREVAILING WAGES. While the work which will be the subject of the contract to be awarded to the lowest responsible bidder is not a "public project" (as that term is defined in Section 22002 of the Public Contract Code of the State of California), Section 1771 of the California Labor Code expressly includes "maintenance" within its definition of a "public work" and provides that contracts for maintenance are subject to prevailing wage laws. Prevailing wage determinations exist for certain crafts since 1977. To the extent that the Contractor's employees will perform any work that falls within any of the classifications for which the Department of Labor Relations of the State of California promulgates prevailing wage determinations, the Contractor will be required, together with any subcontractor under it, to pay not less than the specified prevailing rates of wages to all such workmen. The general prevailing wage determinations for crafts can be located on the web site of the Department of Industrial Relations (www.dir.ca.gov/DLSR).

Accordingly, the Contractor selected by the City to enter into a contract for the work, and any subcontractor under it, shall pay not less than the specified prevailing rates of wages to all workers employed in the execution of the contract and the work.

19. CHANGES IN WORK. If the amount bid for the work for City facilities or assessment districts (or any of them) should exceed the amount of money available therefor through assessments for the initial term of the contract or any "Extension Term" (as defined below), the City, through its Parks and Facilities Manager, shall have the right to make changes in the work and the contractor shall perform the work as changed and as directed by the Parks and Facilities Manager.

20. MISCELLANEOUS.

1. The contractor shall provide with this proposal a minimum of three (3) references of commensurate/equal softball field maintenance work with cities and/or municipalities. References shall represent/include:

- Work completed within the last three (3) years.
- A description and location of said softball field maintenance work.
- An approximate cost of said softball field maintenance work.
- A contact person and phone number to verify softball field maintenance work.

2. The City reserves the right to reject any contractor who they feel does not meet a qualifying work experience or satisfying references.

3. The City reserves the right to reject at any time any or all bids, or parts thereof, and to waive any variances, technicalities and informalities which do not impair the quality, or performance of the project.

4. Existing site amenities (ex. sidewalks, walls, tables, paving, etc.) are to be protected from all construction and painting. Any damage to any existing site amenities will be repaired or replaced at the contractor's expense to the satisfaction of the City of Orange.

5. The Contractor is to verify all dimensions and conditions at site prior to bid and construction.

6. The Contractor is responsible for inspecting and being aware of all site conditions.

7. All maintenance work shall be performed in adherence to the City of Orange Ballfield Maintenance Procedures Manual (Attachment No.4 hereto).

8. All maintenance work shall conform to the specifications contained in the Request for Bids and any subsequent Agreements.

ATTACHMENT NO. 1

STATEMENT OF REQUIRED INFORMATION AND EXPERIENCE

The bidder is required to supply the following information. Additional sheets may be attached if necessary:

1. The bidder shall provide the following:
 - A. Company Name: _____
 - B. Type of Entity (*for example, a California corporation*): _____
 - C. License Number: _____
 - D. License Class: _____
 - E. License Expiration Date: _____

2. Number of years experience as a licensed contractor engaged in softball field maintenance work for public agencies: _____

3. List at least three (3) public agencies or contracts for work similar in nature and scope to the work for which this bid is being submitted. Such work or contracts must have been performed or under contract during the past Three (3) years.
 - A. Name: _____
Address: _____
City: _____ State: _____ Zip: _____
Contact: _____ Telephone: (____) _____
Type of Project: _____
Contract Duration: _____ Annual Contract Amount: _____

 - B. Name: _____
Address: _____
City: _____ State: _____ Zip: _____
Contact: _____ Telephone: (____) _____
Type of Project: _____
Contract Duration: _____ Annual Contract Amount: _____

C. Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact: _____ Telephone: (____) _____

Type of Project: _____

Contract Duration: _____ Annual Contract Amount: _____

4. If requested by the City of Orange, the Bidder shall furnish a notarized financial statement, financial data, or other information and reference(s) sufficiently comprehensive to permit an appraisal of the Contractor's current financial conditions.

5. The Bidder shall check one of the following blank spaces, as the case may be. If the Bidder does not check either box, it will be deemed that he has checked Box A:

A. ____ The undersigned DOES NOT INTEND to subcontract any portion of this project.

B. ____ The undersigned INTENDS to subcontract a portion of this project to the following subcontractors. (**Note:** Please refer to the Subletting and Subcontracting Fair Practices Act commencing at Section 4100 of the California Public Contract Code for the portion of work for which subcontract disclosure is required with the bid.)

For each subcontractor to be used for the performance of work under this RFB, please identify the name of the subcontractor, the contact person, address and telephone number, a description of the type of work to be performed by each subcontractor and the percentage that its work represents to the whole:

ATTACHMENT NO. 2

**FORM OF
CERTIFICATE OF NON-COLLUSION**

CERTIFICATE OF NON-COLLUSION

[Note: This form must be completed, signed by an authorized representative of the bidder, and returned with your bid.]

Be it known that _____(name),
being first duly sworn, deposes and testifies that he/she is the
_____(relationship with bidding firm), of
_____(legal name of bidding firm), making the
foregoing bid:

1. That the bid tendered is not presented in the interest or on behalf of any undisclosed person, persons, or other legal entity.
2. That no Councilman, officer, agent, or employee of the City of Orange is personally interested, directly or indirectly, in the Contract, or the compensation to be paid thereunder.
3. That the bid is genuine and not collusive or a sham.
4. That said bidder has not directly or indirectly or solicited any other bidder to submit a false or sham bid, nor colluded or agreed with any other bidder or person to submit a sham bid, nor colluded to prevent any other bidder or persons from bidding.
5. That said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to illegally limit or establish the bid price of said or any other bidder, not to similarly seek limit or establish any overhead, profit or cost element of such bid price.
6. That said bidder has not sought to secure any advantage against the public entity awarding the contract or anyone interested in the proposed contract.
7. That said bidder has not directly or indirectly submitted its bid price, revealed any contents or breakdown thereof or divulged information or data relative thereto, paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except those with documented financial interest with the bidder in his general business.
8. That all the above statements are true to the best of my knowledge.

[Remainder of page intentionally left blank; signatures on next page]

Name of Entity Submitting Bid: _____

Type of Entity: _____

By: _____

Printed Name: _____

Title: _____

By: _____

Printed Name: _____

Title: _____

Business Address: _____

Telephone Number: _____

FAX Number: _____

ATTACHMENT NO. 3

CONTRACT DETAILS

SCOPE OF WORK:

To Provide the Following Softball Field Maintenance Services:

1. Heavy Water, Deep Scarify and Drag Treatments (2 times per week)

After putting down a layer of water to approximately ½”, scarify the entire infield surface to loosen the infield mix to knock down high areas and backfill high impact areas that are depressed. After scarifying and leveling/backfilling, the surface is then dragged smooth using a screen drag and is watered again.

2. Water-Blast Perimeter Border (Every other week)

Using a hose and a high pressure nozzle, push infield mix that has been displaced by weather or use into the turf border back onto the traction area. Rake the area adjacent to the turf border level to prevent a “trough” from developing.

3. Paint Foul Lines (1 Time per week)

Run a string from well behind home plate, going along the right back edge of home plate, to beyond first base, going along the outside edge of the base, terminating at the foul pole. Anchor each end of the string, pulling tight. Following the inside edge of the string line, paint the foul line with white turf paint. Paint the line from first base to the foul pole, placing the foul line in the turf. Repeat the process from the left side of home plate to paint the foul line on the third base side. Paint will be provided by the contractor.

4. Install Base Anchors, Pitching Rubbers, and Home Plate

Installation will be made at the direction of the City, per the standards described in Attachment No.4- Ballfield Maintenance Procedures Manuel. All materials will be provided by the Contractor. These items will be as needed at an additional cost above regular maintenance.

5. Patching and Tamping (2 times per week)

The areas that usually need to be patched and tamped are the batter’s box, around the bases, the pitcher’s mound and behind home plate where the catcher plays:
Start with home plate and then the pitcher’s mound. They need more time to dry because of the amount of clay. Sweep out loose infield mix. Fill hole with water and let it soak into about half of the depth of the hole. Push loose infield mix back into the hole and mix it with water. Sometimes new infield mix needs to be brought in because there is not enough clay left for adhesion. It is generally better to use mound mix in the areas of the pitcher’s mound and home plate for better adhesion and compaction. Let this set until firm but still damp, then tamp.

BID SHEET
SPORTS FIELD MAINTENANCE SERVICES

Date: _____
Bid Submitted by: _____
Company Name: _____
Address: _____

Phone #: _____
E-mail Address: _____
Contact Name: _____

Signature of Responsible Officer or Employee Print Name

PROJECT

PROJECT NAME: SPORTS FIELD MAINTENANCE SERVICES

Location Address: Four (4) Softball Fields at El Camino Real Park, 400 North Main Street, and one (1) baseball field at El Modena Park, 555 South Hewes Street, and other parks as directed.

Contact Name: Paul Miller, Park Maintenance Supervisor
Phone #: 714-532-6472
E-Mail Address: pmiller@cityoforange.org

The stated bid amount below constitutes the total dollar amount to perform the work described in the above scope of services to include all that is required to provide the work product and/or install all materials required to complete the work to a professional workmanship standard, and to install and apply all materials per all manufacturer's specifications and recommendations.

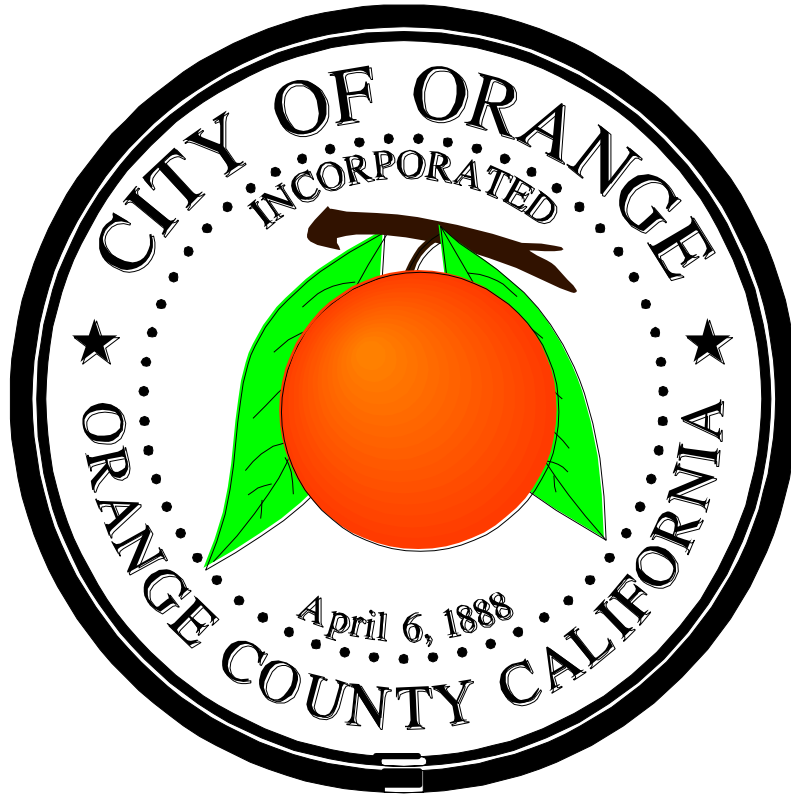
Contractor represents and warrants that it has thoroughly investigated and considered the scope of services and fully understands the difficulties and restrictions in performing the work. Contractor represents that it is experienced in performing the work and will follow professional standards in performance of the work. All services provided shall conform to all federal, state and local laws, rules and regulations and to the best professional standards and practices.

BID AMOUNT PER FOUR (4) WEEK PERIOD \$ _____
(Regular Infield Maintenance)

SUPPLY AND INSTALL AS NEEDED: BASE PEG (cost per) \$ _____

SUPPLY AND INSTALL AS NEEDED: PITCHERS RUBBER (cost per) \$ _____

SUPPLY AND INSTALL AS NEEDED: HOME PLATE (cost per) \$ _____



Ballfield Maintenance Procedures Manual

Ballfield Maintenance Procedures Manual

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Ballfield Maintenance Procedures Manual

Patching and Tamping

The areas that usually need to be patched and tamped are the batter's box, around the bases, the pitcher's mound and behind home plate where the catcher plays:

Start with home plate and then the pitcher's mound. They need more time to dry because of the amount of clay.

- Sweep out loose infield mix.
- Fill hole with water and let it soak into about half of the depth of the hole.
- Push loose infield mix back into the hole and mix it with water.
- Sometimes new infield mix needs to be brought in because there is not enough clay left for adhesion.
- It is generally better to use mound mix in the areas of the pitcher's mound and home plate for better adhesion and compaction.
- Let this set until firm but still damp, then tamp.

Dragging

Prior to dragging, hand-water the infield mix lightly to keep it from blowing.

- The base lines on turfed infields, the pitcher's mound and all edges near turf shall be prepared by hand with a rake or lute.
- The infield shall be dragged using a tight loop, circular or crisscross pattern, alternating the pattern daily.

Watering (Floating)

Weather conditions affect how much water is used. More water will be needed if it is sunny or windy; if overcast, less; if raining, none.

- After dragging, set out sprinklers and water heavily.
- Do not over-water areas that have been patched.
- Apply a sufficient amount of water to ensure the infield mix compacts and adheres together for good footing during play.
- Too much water can cause the field to become slippery and a hazard to play on.
- Hand-water problem areas, such as base paths, when needed.
- The infield shall be lightly watered again, just prior to a game, to keep down the dust.

Removing Infield Mix from Turf

- Sweep with a broom, daily or as needed.
- Water blast with a high-pressure nozzle. Note: This can only be done if there is sufficient time for drying.
- Perform this work at least every other week.

Scarify and Level Infields

- Water heavily prior to scarifying to keep down dust and to soften the infield mix.
- Scarify in a tight circular pattern going over the area several times to get the lines down to a depth of one to two inches (See Exhibit A).
- The base lines on turfed infields shall be prepared by hand with a rake.
- Never scarify a pitcher's mound.
- Do not snag a base stand with the lines.
- Level the infield with the flip side of the scarifier.
- Follow procedures for dragging and watering fields.
- Edge infield every other week.
- Check irrigation around infields; repair and adjust weekly.
- Check for problems and hazards weekly.
- Renovate yearly, when possible.
- Seed, fertilize and aerate when possible.
- Paint/Chalk in foul lines monthly.

Procedures to Correct Flooded Ballfields

Standing Water

- Drain off water.
- Fill low areas with dry infield mix.
- Push water into dry area with the back of the rake.

Field must be dry for a while before it can be walked on without slipping or squishing.

Very Wet with No Standing Water

- Rake with a bow rake to a depth of ½ inch in all muddy areas.
- Allow to air out for several hours while raking occasionally.
- Rake several more times to assist airing.
- Scarify entire field until there are no clods. It should be fluffy even though moist.

- Alternate between wet and dry areas to help mix the soils and aid in drying.
- The dry areas must be crumbled while scarifying in order for this to work.
- A straight edge drag-type planing device (the flip side of the scarifier), shall be dragged as above until there is even texture and color.
- The field shall be dragged and leveled.
- Allow time after this for additional drying, 20 to 30 minutes on a warm day.
- Drag and prepare the field as usual.

Equipment

The contractor shall provide and have “on hand” at all times during the infield mix maintenance operation the following equipment.

Utility Vehicle

Small tight turn radius (13 foot) 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 infield mix infield area and not trespass onto adjacent turf areas. Vehicles manufactured by John Deer, Ryan, Toro and Dihatsu may be acceptable.

Drags

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 ½ inch in diameter. Pull chain shall be included.

Cutting and Leveling Drag

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 which are adjustable and capable of cutting down dirt build-up (high spots) and depositing dirt into holes (low spots) creating a smooth and level playing surface. Pull chain shall be included.

Grooming or Finish Drag

Used to complete dragging procedure on a daily basis and lighter-gentle movement of infield mix. This drag shall be galvanized metal “door-mat” link. Pull chain shall be included. Drag(s) shall be 6 foot in length and 6 foot in width.

Other Equipment

Hand Tamp

20 pound variety with 48 inch min. handle. Used to compact worn areas around bases, home plate and pitching mound.

Plastic Sheeting and Duct Tape

Used to wrap hand tamp head and help prevent wet clay from sticking.

Grade or Grooming Rake

Used to rake and fine level areas. Shall be made of aluminum, 36 inch wide and a 6 foot handle.

Heavy Duty Shovels

Used to move materials. Round and square nosed.

Heavy Duty Hose

Used to water down skinned area. Shall be ¾ inch to 1 inch top quality construction with 225 psi working pressure. Leaks of any kind are not permitted. Contractor shall have a minimum of 175 foot of hose on hand at all times

High Pressure Nozzle

Attached to hose. Used to spray down infield mix and push excess brickdust off turf edges.

Industrial Push Groom

Used to remove excess infield mix from turf edges. Shall be 24 inch min. wide with heavy duty dual weight bristles.

Wet Conditions Equipment

(Add to equipment above.) During periods of inclement weather or when the areas are wet the contractor shall have “on-hand” during all infield mix maintenance operations the following items:

Squeegee

Used to push/squeeze water off wet areas or into dry areas or drains. Shall be 24 inch to 36 inch wide with neoprene blade and magnesium/aluminum head.

“Super Sopper”

Used to collect standing water in infield mix areas. Shall be drum type with exterior sponge and arm holding drum.

Diamond or Beckson Pump

Used to remove standing water in infield mix areas. Shall be plastic with flexible piston and value.

Infield Sopper with Wringer and Bucket

Used to collect standing water in infield mix areas. Sopper shall be geotextile covered sponge typical for absorbing chemical spills.

Meetings

Contractor shall provide City of Orange staff with a contact person(s) and a phone number to reach the contract person(s) from the hours of 8:00 a. m. – 10:00 p.m., Monday – Saturday.

Contractor shall appoint and identify to City of Orange staff a "site supervisor." This site supervisor shall meet with staff one (1) time per week at a time and place agreed upon by both parties for as long as the contract is in effect to discuss any problems/concerns which may arise and any goals for the day/week.

In 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" (listed in Section 10.0).

Daily Maintenance

General

- Contractor shall remove all litter, broken glass and hazardous debris from infield area.
- Contractor shall keep infield mix area in a weed free condition.
- Contractor shall hose and/or sweep all dug-outs.

Maintenance Procedure

- Retain smooth and level playing surface, using the following daily procedure. The contractor shall remove all bases before beginning any work on infield and re-install after all work on infield is completed.
- 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.
- 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.

Home Plate Area/Batters Box Area Holes

- Sweep/rake away all loose brick dust.
- Wet area until moist.
- Scarify areas(s) (batter's box hole(s)) with shovel. This will help the mix bind better.
- In a 5 gallon bucket mix "mound mix" with water to desired consistency. Do not use infield mix for this purpose.
- Backfill "mound-mix" material into hole(s).
- Tamp the area firmly with steel ramp.
 - Note: The tamp will be most effective if you cover the bottom with plastic. Tape the plastic to the tamp handle. The plastic keeps the clay from sticking to the tamp's bottom.
- After tamping and compacting the "mound mix" cover areas with infield brick dust.

Pitcher's Mound

- Follow same procedure for repair of home plate/batter's box area except to not cover with infield mix. Utilize dry "mound mix" for this purpose.

- Add to the above the following: Rake all loose material from bottom to top and cover with “mound mix.”

General Infield Mix 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 infield mix from stock and make level.
- Lightly water entire infield before dragging.

Note: Watering shall penetrate infield mix to a minimum depth of 1/8 inch deep min. This process is crucial to keeping brickdust in place and not going air borne.

- Drag infield utilizing small utility vehicle as specified with “grooming or finishing drag.” Circular or figure eight drag patterns shall be used (see details 1-A and 1-B). Alternate drag patterns or reverse direction of drag patterns daily to avoid ruts and high/low areas. Speed of drag procedure shall not exceed 7 m.p.h.
- When dragging the skinned infield, the contractor shall stay away from all turf edges a minimum of 18 inch. This will help in avoiding lips at brickdust/turf edges. This 18-inch gap shall also apply to all backstops and chain link fence areas.
- Contractor shall hand rake all base paths on combination turf/infield mix infields.
- When the dragging process is complete, the contractor shall stop the drag in a different location daily. This will stop the accumulation of infield mix in focused areas. At this time roll-up the drag, place it on the vehicle and remove all debris accumulated in the drag at this spot and rake out material emptied from drag.
- After dragging, hand rake the 12-inch edges using the “grade or grooming rake.” The rake shall be held at an angle as to not push brickdust onto/into turf areas.
- After raking the 18-inch edges, the contractor shall clean all excess infield mix on the turf edges utilizing a high pressure water nozzle or heavy duty broom. NO infield mix shall be permitted on the turf edges at any time.
- If in the determination of staff an unsafe lip situation occurs in any turf/infield mix border area infield to infield mix, basepaths or infield mix to outfield, contractor will be required to remove or level the soil build-up with a rototiller or sod cutter and re-establish the infield boundaries with a string line or suitable method and re-sod up to the border to remedy the situation at the contractor’s expense.

Final Watering

- This is the most time-consuming and a very important element of the procedure.
- The contractor shall final water the skinned infield mix to a depth of ¼ inch minimum.

Lining of Fields

- Lining of fields should be performed per the requirements of Section 68 and the Request for Proposals with paint/chalk/perma white marking material.

Rainy Weather / Wet Field Procedure

- On the next scheduled working day after a rainfall, the following procedure, in the order listed, shall be adhered to:
- 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.
- Rake out (scarify) wet areas.
- Apply dry infield mix material from stock to all wet areas and rake out.

Work to be Completed “BI-MONTHLY”

- To maintain levelness of all fields, contractor shall, once every two months, scarify drag built up amounts of material at high spots and cut and level drag the scarified material to low spots. The contractor shall fill any remaining low spots with new “Angel Mix” brickdust from stock and make level.
 - Note: Staff shall identify areas to scarify/cut and level drag to the contractor at weekly meetings with contractors appointed site supervisor (as per section 6.2 of contract).
- Heavy water scarified and cut and leveled areas to a ½ inch min. depth and allow to settle in before play on field.
 - Note: Due to heavy watering and its need to settle before play, staff shall provide a schedule of bio-monthly scarify/cut and level drag dates to contractor.

Work to be Completed “ANNUALLY”

- Between December 1st and December 30th of each year, the following renovation is to be done on all fields:
 - Contractor shall scarify drag built up amounts of material at high spots and cut and level drag the scarified material to low spots. The contractor shall fill any remaining low spots with new infield mix and stock and make level.
 - Note: Staff shall identify areas to scarify/cut and level drag to the contractor at the November, year-end meeting with contractors owner (as per section 6.3 of contract).

- Contractor shall verify all base distances, pitching rubber distances and pitching mound heights per the Little League, Pony/Colt League specifications for each specific field. Any specifications not being met on any field, shall be repaired by contractor.
- In addition, contractor shall install ½inch new infield mix to infields at all diamonds. Responsibility for and purchase of necessary infield mix shall be determined by the City of Orange.
- Note: City of Orange will supply contractor with a schedule of the order in which fields are to be renovated.

Work to be Completed “AS DIRECTED”

- Replace base ANCHORS as directed.
 - Note: City of Orange uses the BOLCO base anchoring system. Contractor shall install base anchors into the ground per manufacturer’s standards (see attachment #2). Top of stake shall be approximately 1inch below the surface grade so that the base sits level and flush against the surface of all sides.
- Replace bases as directed.
 - Note: City of Orange shall be responsible for supplying all necessary base anchors and/or bases to the contractor as needed.
- Replace or remove/level/re-install home plates as directed.
- Replace or remove/level/re-install pitching rubbers as directed.
 - Note: City of Orange shall be responsible for supplying all necessary home plates and/or pitching rubbers to the contractor as needed.
- When given direction to complete “as directed” work, contractor shall complete the directed work on the next working day.

General Contract Provisions

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.

ATTACHMENT NO. 5

SAMPLE CONTRACT

MAINTENANCE SERVICES AGREEMENT
[_____ Maintenance Services for _____]

THIS MAINTENANCE SERVICES AGREEMENT (the “Agreement”) is made at Orange, California, on this ____ day of _____, 2017 by and between the CITY OF ORANGE, a municipal corporation (“City”) and _____, a _____ [*insert the type and name of the Contractor; e.g., “ABC, INC., a California corporation”, “ABC, a California general partnership”, “ABC, L.P., a California limited partnership”, “John Doe, a sole proprietor, doing business as ABC Company”, or “ABC, L.L.C., a California limited liability company”*] (“Contractor”), who agree as follows:

1. Services. Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to the reasonable satisfaction of City the services set forth in Exhibit “A”, which is attached hereto and incorporated herein by this reference. As a material inducement to the City to enter into this Agreement, Contractor represents and warrants that it has thoroughly investigated and considered the scope of services and fully understands the difficulties and restrictions in performing the work. Contractor represents that it is experienced in performing the work and will follow the highest professional standards in performance of the work. All services provided shall conform to all federal, state and local laws, rules and regulations and to the best professional standards and practices. The terms and conditions set forth in this Agreement shall control over any terms and conditions in Exhibit "A" to the contrary.

[Insert Name and Position] _____ (herein referred to as the “City’s Project Manager”), shall be the person to whom the Contractor will report for the performance of services hereunder. It is understood that Contractor’s performance hereunder shall be under the direction and supervision of the City’s Project Manager (or his/her designee), that Contractor shall coordinate its services hereunder with the City’s Project Manager to the extent required by the City’s Project Manager, and that all performances required hereunder by Contractor shall be performed to the satisfaction of the City’s Project Manager and the City Manager.

2. Total Compensation, Annual Compensation and Fee Schedule.

a. Contractor's total compensation for all services performed under this Agreement, shall not exceed _____ DOLLARS and ___/100 (\$_____) without the prior written authorization of the City.

b. The annual not to exceed compensation for services performed under this Agreement shall be paid according to those scheduled in Exhibit “B”.

c. The above fee shall include all costs, including, but not limited to, all clerical, administrative, overhead, insurance, reproduction, telephone, travel, auto and equipment rental, and all related expenses.

3. Payment.

a. As scheduled services are completed, Contractor shall submit to City an invoice for the services completed, authorized expenses and authorized extra work actually performed or incurred.

b. All such invoices shall state the basis for the amount invoiced, including services completed, the number of hours spent and any extra work performed.

c. City will pay Contractor the amount invoiced within 35 days after the approval of the invoice.

d. Payment shall constitute payment in full for all services, authorized costs and authorized extra work covered by that invoice.

4. Change Orders. No payment for extra services caused by a change in the scope or complexity of work, or for any other reason, shall be made unless and until such extra services and a price therefor have been previously authorized in writing and approved by the City Manager or his designee as an amendment to this Agreement. The amendment shall set forth the changes of work, extension of time for preparation and adjustment of the fee to be paid by City to Contractor.

5. Licenses. Contractor represents that it and any subcontractors it may engage, possess any and all licenses which are required under state or federal law to perform the work contemplated by this Agreement and that Contractor and its subcontractors shall maintain all appropriate licenses, including a City of Orange business license, at its cost, during the performance of this Agreement.

6. Independent Contractor. At all times during the term of this Agreement, Contractor shall be an independent contractor and not an employee of City. City shall have the right to control Contractor only insofar as the result of Contractor's services rendered pursuant to this Agreement. City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement. Contractor shall, at its sole cost and expense, furnish all facilities, materials and equipment which may be required for furnishing services pursuant to this Agreement. Contractor shall be solely responsible for, and shall indemnify, defend and save City harmless from all matters relating to the payment of its subcontractors, agents and employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever. Contractor acknowledges that Contractor and any subcontractors, agents or employees employed by Contractor shall not, under any circumstances, be considered employees of the City, and that they shall not be entitled to any of the benefits or rights afforded employees of the City, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits.

7. Contractor Not Agent. Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity

whatsoever as an agent. Contractor shall have no authority, express or implied, to bind City to any obligation whatsoever.

8. Designated Persons. Except as otherwise authorized by the City's Project Manager, only the employees of Contractor shall perform work provided for under this Agreement. It is understood by the parties that clerical and other nonprofessional work may be performed by persons other than those designated.

9. Assignment or Subcontracting. No assignment or subcontracting by Contractor of any part of this Agreement or of funds to be received under this Agreement shall be of any force or effect unless the assignment has had the prior written approval of City. City may terminate this Agreement rather than accept any proposed assignment or subcontracting. Such assignment or subcontracting may be approved by the City Manager or his designee.

10. Term. The term of this Agreement shall be for four years, commencing on _____, 20__, and ending on _____, 20__.

11. Time Is of the Essence. Time is of the essence in this Agreement. Contractor shall do all things necessary and incidental to the prosecution of Contractor's work.

12. Reserved.

13. Delays and Extensions of Time. Contractor's sole remedy for delays outside its control, other than those delays that are caused by the City, shall be an extension of time. No matter what the cause of the delay, Contractor must document any delay and request an extension of time in writing at the time of the delay to the satisfaction of City. Any extensions granted shall be limited to the length of the delay outside Contractor's control. If Contractor believes that delays caused by the City will cause it to incur additional costs, it must specify, in writing, why the delay has caused additional costs to be incurred and the exact amount of such cost at the time the delay occurs. No additional costs can be paid that exceed the not to exceed amount absent a written amendment to this Agreement.

14. Reserved.

15. Equal Employment Opportunity. During the performance of this Agreement, Contractor agrees as follows:

a. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or mental or physical disability. Contractor shall ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or mental or physical disability. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection

for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

b. Contractor shall, in all solicitations and advertisements for employees placed by, or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard for race, color, religion, sex, national origin, or mental or physical disability.

c. Contractor shall cause the foregoing paragraphs (a) and (b) to be inserted in all subcontracts for any work covered by this Agreement, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

16. Conflicts of Interest. Contractor agrees that it shall not make, participate in the making, or in any way attempt to use its position as a contractor to influence any decision of City in which Contractor knows or has reason to know that Contractor, its officers, partners, or employees have a financial interest as defined in Section 87103 of the Government Code.

17. Indemnity.

a. To the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold the City, its City Council and each member thereof, and the officers, employees and representatives of the City (herein referred to collectively as the "Indemnitees") entirely harmless from all liability arising out of:

(1) Any and all claims under worker's compensation acts and other employee benefit acts with respect to Contractor's employees arising out of Contractor's work under this Agreement; and

(2) Any claim, loss, injury to or death of persons or damage to property caused by any act, neglect, default, or omission other than a professional act or omission of the Contractor, or person, firm or corporation employed by the Contractor, either directly or by independent contract, including all damages due to loss or theft sustained by any person, firm or corporation including the Indemnitees, or any of them, arising out of, or in any way connected with the work or services which are the subject of this Agreement, including injury or damage either on or off City's property; but not for any loss, injury, death or damage caused by the active negligence or willful misconduct of City. The Contractor, at Contractor's own expense, cost and risk, shall indemnify any and all claims, actions, suits or other proceedings that may be brought or instituted against the Indemnitees on any such claim or liability covered by this subparagraph, and shall pay or satisfy any judgment that may be rendered against the Indemnitees, or any of them, in any action, suit or other proceedings as a result of coverage under this subparagraph.

[For Agreements Requiring Professional Liability Insurance]

b. To the fullest extent permitted by law, Contractor agrees to indemnify and hold Indemnitees entirely harmless from all liability arising out of any claim, loss, injury to or death of persons or damage to property caused by the negligent professional act or omission in the performance of professional services pursuant to this Agreement.

c. Except for the Indemnitees, the indemnifications provided in this Agreement shall not be construed to extend any third party indemnification rights of any kind to any person or entity which is not a signatory to this Agreement.

18. Insurance.

a. Contractor shall carry workers compensation insurance as required by law for the protection of its employees during the progress of the work. Contractor understands that it is an independent contractor and not entitled to any worker's compensation benefits under any City program.

b. Contractor shall maintain during the life of this Agreement, comprehensive general liability insurance or commercial general liability insurance written on an occurrence basis providing for a combined single limit of \$1 million for bodily injury, death and property damage.

c. Contractor shall maintain during the life of this Agreement, automotive liability insurance on a comprehensive form written on an occurrence basis covering all owned, non-owned and hired automobiles providing for a combined single limit of \$1 million for bodily injury, death and property damage.

d. Each policy of general liability and automotive liability shall provide that City, its officers, agents, and employees are declared to be additional insureds under the terms of the policy, but only with respect to the work performed by Contractor under this Agreement. A policy endorsement to that effect shall be provided to the City along with the certificate of insurance, which endorsement shall be on Insurance Services Office, Inc. Form CG 20 10 10 01. In lieu of an endorsement, the City will accept a copy of the policy(ies) which evidences that the City is an additional insured as a contracting party.

e. The insurance policies maintained by Contractor shall be primary insurance and no insurance held or owned by City shall be called upon to cover any loss under the policy. Contractor will determine its own needs in procurement of insurance to cover liabilities other than as stated above.

f. Before Contractor performs any work or prepares or delivers any materials, Contractor shall furnish certificates of insurance and endorsements, as required by City, evidencing the aforementioned general liability and automotive liability insurance coverages on forms acceptable to City, which shall provide that the insurance in force will

not be canceled or allowed to lapse without at least ten (10) days prior written notice to City.

g. All insurance maintained by Contractor shall be issued by companies admitted to conduct the pertinent line of insurance business in the State of California and having a rating of Grade A or better and Class VII or better by the latest edition of Best's Key Rating Guide.

h. Contractor shall immediately notify the City if any required insurance lapses or is otherwise modified and cease performance of this Agreement unless otherwise directed by the City. In such a case, the City may procure insurance or self insure the risk and charge Contractor for such costs and any and all damages resulting therefrom, by way of set-off from any sums owed Contractor.

i. Contractor agrees that in the event of loss due to any of the perils for which it has agreed to provide insurance, Contractor shall look solely to its insurance for recovery. Contractor hereby grants to the City, on behalf of any insurer providing insurance to either the Contractor or to the City with respect to the services of Contractor herein, a waiver of any right to subrogation which any such insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance.

j. Contractor shall include all subcontractors, if any, as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor to the City for review and approval. All coverages for subcontractors shall be subject to all of the requirements stated herein.

19. Termination. The City may for any reason terminate this Agreement by giving the Contractor not less than five (5) days written notice of intent to terminate. Upon receipt of such notice, the Contractor shall immediately cease work, unless the notice from the City provides otherwise. Upon the termination of this Agreement, the City shall pay Contractor for services satisfactorily provided and all allowable reimbursements incurred to the date of termination in compliance with this Agreement, unless termination by the City shall be for cause, in which event the City may withhold any disputed compensation. The City shall not be liable for any claim of lost profits.

20. Maintenance and Inspection of Records. In accordance with generally accepted accounting principles, Contractor and its subcontractors shall maintain reasonably full and complete books, documents, papers, accounting records, and other information (collectively, the "records") pertaining to the costs of and completion of services performed under this Agreement. The City and any of their authorized representatives shall have access to and the right to audit and reproduce any of Contractor's records regarding the services provided under this Agreement. Contractor shall maintain all such records for a period of at least three (3) years after termination or completion of this Agreement. Contractor agrees to make available all such records for inspection or audit at its offices during normal business hours and upon three (3) days notice from the City, and copies thereof shall be furnished if requested.

21. Compliance with all Laws/Immigration Laws.

a. Contractor shall be knowledgeable of and comply with all local, state and federal laws which may apply to the performance of this Agreement.

b. Contractor represents and warrants that Contractor:

(1) Has complied and shall at all times during the term of this Agreement comply, in all respects, with all immigration laws, regulations, statutes, rules, codes, and orders, including, without limitation, the Immigration Reform and Control Act of 1986 (IRCA); and

(2) Has not and will not knowingly employ any individual to perform services under this Agreement who is ineligible to work in the United States or under the terms of this Agreement; and

(3) Has properly maintained, and shall at all times during the term of this Agreement properly maintain, all related employment documentation records including, without limitation, the completion and maintenance of the Form I-9 for each of Contractor's employees; and

(4) Has responded, and shall at all times during the term of this Agreement respond, in a timely fashion to any government inspection requests relating to immigration law compliance and/or Form I-9 compliance and/or worksite enforcement by the Department of Homeland Security, the Department of Labor, or the Social Security Administration.

c. Contractor shall require all subcontractors to make the same representations and warranties as set forth in Section b.

d. Contractor shall, upon request of the City, provide a list of all employees working under this Agreement and shall provide, to the reasonable satisfaction of the City, verification that all such employees are eligible to work in the United States. All costs associated with such verification shall be borne by the Contractor. Once such request has been made, Contractor may not change employees working under this Agreement without written notice to the City, accompanied by the verification required herein for such employees.

e. Contractor shall require all subcontractors to make the same verification as set forth in Section d.

f. Any Contractor or subcontractor who knowingly employs an employee providing work under this Agreement who is not authorized to work in the United States, and/or fails to follow federal laws to determine the status of such employee shall constitute a material breach of this Agreement and may be cause for immediate termination of this Agreement by the City.

g. The Contractor agrees to indemnify and hold the City, its officials, and employees harmless for, of and from any loss, including but not limited to fines, penalties and corrective measures, the City may sustain by reason of the Contractor's failure to comply with said laws, rules and regulations in connection with the performance of this Agreement.

22. Attorneys' Fees. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs, and necessary disbursements, in addition to any other relief to which it may be entitled. If the City is the prevailing party and uses in-house counsel in the litigation, it shall be entitled to recover attorneys' fees at the hourly rate that Contractor is being charged by its attorney or at the in-house counsel's fully burdened rate, whichever is higher.

23. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of California and Contractor agrees to submit to the jurisdiction of California courts.

24. Integration. This Agreement constitutes the entire agreement of the parties. No other agreement, oral or written, pertaining to the work to be performed under this Agreement shall be of any force or effect unless it is in writing and signed by both parties. Any work performed which is inconsistent with or in violation of the provisions of this Agreement shall not be compensated.

25. Notice. Except as otherwise provided herein, all notices required under this Agreement shall be in writing and delivered personally or by first class mail, postage prepaid, to each party at the address listed below. Either party may change the notice address by notifying the other party in writing. Notices may be sent by either e-mail or U.S. Mail. Notices shall be deemed received upon receipt of same or within 3 days of deposit in the U.S. Mail, whichever is earlier. Notices sent by e-mail shall be deemed received on the date of the e-mail transmission.

“CONTRACTOR”

“CITY”

Attn.: _____

City of Orange
300 E. Chapman Avenue
Orange, CA 92866-1591
Attn.: _____

Telephone No.:
E-Mail Address:

Telephone No.:
E-Mail Address:

[Remainder of page intentionally left blank; signatures on next page]

IN WITNESS of this Agreement, the parties have entered into this Agreement as of the year and day first above written.

“CONTRACTOR”

“CITY”

[Insert name of contractor.]
corporation,

CITY OF ORANGE, a municipal

By: _____

By: _____

Printed Name: _____

[Insert “Rick Otto, City Manager” if Contract does not require Council approval or “Teresa E. Smith, Mayor” if Contract requires Council approval.]

Title: _____

*By: _____

ATTEST:

Printed Name: _____

Title: _____

Mary E. Murphy, City Clerk *[This attestation provision need only be included when the Mayor signs the Contract.]*

APPROVED AS TO FORM:

(Senior) (Assistant) City Attorney

***NOTE:** *The City requires the following signature(s) on behalf of the Contractor: -- (1) the Chairman of the Board, the President or a Vice-President, AND (2) the Secretary, the Chief Financial Officer, the Treasurer, an Assistant Secretary or an Assistant Treasurer. If only one corporate officer exists or one corporate officer holds more than one corporate office, please so indicate. OR*

-- The corporate officer named in a corporate resolution as authorized to enter into this Agreement. A copy of the corporate resolution, certified by the Secretary close in time to the execution of the Agreement, must be provided to the City.