

HOUSING COMMISSION PALM DESERT HOUSING AUTHORITY REGULAR MEETING AGENDA

Wednesday, June 11, 2025

3:30 p.m.

Administrative Conference Room, City Hall

73-510 Fred Waring Drive

Palm Desert, CA 92260

Pursuant to Assembly Bill 2449, this meeting will be conducted as a hybrid meeting and there will be in-person access to this location.

- To participate via Zoom, use the following link: <https://palmdesert.zoom.us/j/82626679090> or call (213) 338-8477, Zoom Meeting ID: 826 2667 9090
- Written public comment may also be submitted to cityclerk@palmdesert.gov. E-mails received by 12:30 p.m. prior to the meeting will be distributed to the Commission. Any correspondence received during or after the meeting will be distributed to the Commission as soon as practicable and retained for the official record. **Emails will not be read aloud** except as an ADA accommodation.

Pages

1. CALL TO ORDER

2. ROLL CALL

3. NON-AGENDA PUBLIC COMMENTS

This time has been set aside for the public to address the Housing Commission on issues that are not on the agenda for up to three minutes. Because the Brown Act does not allow the Commission to act on items not listed on the agenda, Commissioners may briefly respond or refer the matter to staff for a report and recommendation at a future meeting.

4. CONSENT CALENDAR

All matters listed on the Consent Calendar are considered routine and may be approved by one motion. The public may comment on any items on the Consent Agenda within the three-minute time limit. Individual items may be removed by the Housing Commission for a separate discussion.

RECOMMENDATION:

To approve the consent calendar as presented.

4.a APPROVAL OF MINUTES

7

RECOMMENDATION:

Approve the Minutes of May 14, 2025.

5. CONSENT ITEMS HELD OVER

Items removed from the Consent Calendar for separate discussion are considered at this time.

6. BUSINESS ITEMS

Items listed in this section are presented for the Commission's review and action. Public comment is allowed on each item, with a three-minute time limit per speaker. The Commission may provide direction, request additional information, or take action as appropriate.

6.a AWARD CONTRACT TO GARLAND/DBS, INC., FOR ROOF REPLACEMENTS - LAS SERENAS, NEIGHBORS AND PUEBLOS (PROJECT NO. CHA00011)

13

RECOMMENDATION:

1. Award the construction contract to Garland/DBS, Inc., for Roof Replacements at Las Serenas, Neighbors, and Pueblos (Project No. CHA00011), in an amount not to exceed \$4,594,147.
2. Authorize the Director of Finance to set aside contingency in the amount of \$459,415 for unforeseen conditions.
3. Authorize Director of Finance to appropriate \$369,415 from Housing Authority Reserve to Account No. 8714195-4331100.
4. Authorize the Chairman and/or the Executive Director to execute the Agreement and written requests for change orders up to the contingency amount, amendments, and any documents necessary to effectuate the actions taken herewith.
5. Authorize the Chairman and/or Executive Director to execute the Notice of Completion (NOC) and the City Clerk to file the NOC upon satisfactory completion of the Project.

6.b CONSIDER AWARD OF A CONTRACT TO TRI-STAR CONTRACTING II, INC., FOR DEMOLITION AND PARTIAL REMOVAL OF WATER FEATURE AT ONE QUAIL PLACE APARTMENTS (PROJECT NO. CHA00012)

33

RECOMMENDATION:

Recommend to the Palm Desert Housing Authority Board to:

1. Award Contract to Tri-Star Contracting II, Inc., in an amount not to exceed \$128,362.
2. Authorize the Director of Finance to set aside a 20% contingency in the amount of \$25,672. for unforeseen circumstances.
3. Authorize Special Legal Counsel to make necessary non-monetary changes to the contract.
4. Authorize the Executive Director to approve and execute the contract, change orders up to contingency amount, amendments, and any other documents necessary to effectuate this action in accordance with Section 3.30.170(B) of the Palm Desert Municipal Code.
5. Authorize the Executive Director to execute the Notice of Completion and the City Clerk file the same upon satisfactory completion of the project.

6.c RECOMMEND APPROVAL FOR HOUSING AUTHORITY TO ENTER FACILITIES REPAIRS AND IMPROVEMENTS CONTRACTS

103

RECOMMENDATION:

1. Award maintenance service agreements to eight vendors for Facilities Repairs and Improvements, in a total amount not to exceed \$4,500,000 per Fiscal Year, for a three-year term with two one-year extensions.
2. Authorize the City Attorney to make necessary non-monetary changes to the agreement.
3. Authorize the City Manager to execute the agreement and any other documents necessary to effectuate this action.
4. Authorize National Community Renaissance of California, to enter into on-call contracts with the eight vendors for Facilities Repairs and Improvements.

6.d	CONSIDER APPROVAL OF AMENDMENT NUMBER 1 TO HA48600 WITH MOHAWK COMMERCIAL FOR THE PROCUREMENT OF FLOOR COVERINGS AT PALM DESERT HOUSING AUTHORITY PROPERTIES IN AN AMOUNT NOT TO EXCEED \$250,000 FOR FISCAL YEAR 2025/26.	381
-----	--	-----

RECOMMENDATION:

Recommend to the Palm Desert Housing Authority Board to:

1. Approve Amendment number 1 to contract HA48600 with Mohawk Commercial, Inc. ("Mohawk") for the procurement of floor coverings and installation at Palm Desert Housing Authority ("Authority") properties in an amount not to exceed \$250,000 for fiscal year 2025/26.
2. Authorize Special Counsel to make necessary non-monetary changes to the agreement.
3. Authorize the Executive Director to execute agreement, amendments, changes, and all documents necessary to effectuate this action in accordance with Section 3.30.170 of the Palm Desert Municipal Code ("PDMC").

6.e	CONSIDER AWARD OF CONTRACT TO FRED ROCK POOLS, INC., FOR POOL AND SPA MAINTENANCE AND ADDITIONAL WORK AT PALM DESERT HOUSING AUTHORITY PROPERTIES	471
-----	---	-----

RECOMMENDATION:

Recommend to the Palm Desert Housing Authority Board to:

1. Award a maintenance services agreement to Fred Rock Pools, Inc. (Fred Rock), for Pool Maintenance at an annual cost of \$191,240.00, subject to CPI increases if budget allows, for a two-year term with three one-year extension options.
2. Authorize additional work for pool and spa repairs and emergency response in an annual amount not to exceed \$60,000.
3. Authorize Special Counsel to make necessary non-monetary changes to the agreement.
4. Authorize the Executive Director to execute agreement, amendments, changes, and all documents necessary to effectuate this action, in accordance with Section 3.30.170 of the Palm Desert Municipal Code (PDMC).

7. INFORMATIONAL REPORTS

7.a	FGA MONTHLY REPORTS	559
7.b	RESIDENT ACTIVITIES AT PALM DESERT HOUSING AUTHORITY PROPERTIES	577
7.c	SUMMARY OF CITY COUNCIL AND HOUSING AUTHORITY ACTIONS	

7.d CITY STAFF

City staff will provide updates on relevant projects, activities, and other matters within the commission's scope. These are informational items with no formal action.

7.d.1 HOME IMPROVEMENT PROGRAM ACTIVITY REPORT FOR APRIL 2025

581

7.e CITY COUNCIL LIAISON

The liaison provides updates to facilitate communication between the City Council and the Commission. This is an informational item with no formal action.

7.f ATTENDANCE REPORT

585

8. REQUESTS FOR ACTION

Commissioners may propose future agenda items within the committee's scope. Items that receive support from at least one other Commissioner may be placed on a future agenda for discussion and possible action. No formal action will be taken at this time.

9. ADJOURNMENT

The next Regular Meeting will be held on July 9, 2025, at 3:30 p.m.

10. PUBLIC NOTICES

Agenda Related Materials: Pursuant to Government Code §54957.5(b)(2) the designated office for inspection of records in connection with this meeting is the Office of the City Clerk, Palm Desert Civic Center, 73-510 Fred Waring Drive, Palm Desert. Staff reports for all agenda items considered in open session, and documents provided to a majority of the legislative bodies are available for public inspection at City Hall and on the City's website at www.palmdesert.gov.

Americans with Disabilities Act: It is the intention of the City of Palm Desert to comply with the Americans with Disabilities Act (ADA) in all respects. If, as an attendee or a participant at this meeting, or in meetings on a regular basis, you will need special assistance beyond what is normally provided, the City will attempt to accommodate you in every reasonable manner. Please contact the Office of the City Clerk, (760) 346-0611, at least 48 hours prior to the meeting to inform us of your needs and to determine if accommodation is feasible.

AFFIDAVIT OF POSTING

I hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda for the Housing Commission was posted on the City Hall bulletin board and City website not less than 72 hours prior to the meeting.

/s/ Monique M. Lomeli, CMC
Senior Deputy Clerk

**HOUSING COMMISSION
PALM DESERT HOUSING AUTHORITY
REGULAR MEETING MINUTES**

May 14, 2025, 3:30 p.m.

Present: Commissioner Jann Buller, Commissioner Andy Firestine,
Commissioner Dominic Moore, Commissioner Melody Morrison,
Chair Kathleen Bauer

Absent: Commissioner Olivia Docken, Vice-Chair Franchon-Marie Siddiq

Staff Present: Housing Manager Jessica Gonzales, Management Analyst Celina
Cabrera, Recording Secretary Monique Lomeli, Senior
Administrative Assistant Daniel Mora

Liaison(s) Present: City Council Liaison Pradetto

1. CALL TO ORDER

A Regular Meeting of the Housing Commission was called to order by Chair Bauer on Wednesday, May 14, 2025, at 3:30 p.m. in the Administrative Conference Room, City Hall, located at 73-510 Fred Waring Drive, Palm Desert, California.

2. ROLL CALL

3. NON-AGENDA PUBLIC COMMENTS

None.

4. CONSENT CALENDAR

Motion by: Commissioner Firestine

Seconded by: Commissioner Morrison

To approve the consent calendar as presented.

Motion Carried (5 to 0)

4.a APPROVAL OF MINUTES

Motion by: Commissioner Firestine

Seconded by: Commissioner Morrison

Approve the Minutes of April 9, 2025.

Motion Carried

5. BUSINESS ITEMS

5.a CONSIDER AMENDMENT NO. 1 TO CONTRACT HA48770 WITH VM POOL REPAIR AND SERVICE INC., TO INCREASE ADDITIONAL SERVICES IN FY 2024/25 AT PALM DESERT HOUSING AUTHORITY PROPERTIES

Senior Management Analyst Cabrera provided a staff report.

Senior Management Analyst Cabrera and Housing Manager Gonzales responded to Commissioner's inquiries.

Motion by: Commissioner Buller

Seconded by: Commissioner Firestine

Recommend that the Palm Desert Housing Authority Board:

1. Approve Amendment No. 1 to contract HA48770 with V.M. Pool Repair and Service, Inc. to increase the not to exceed amount for additional services in an amount of \$20,000.00 in fiscal year 2024/25 for an aggregate amount of \$35,000.00.
2. Authorize Special Counsel to make any non-monetary changes to the agreement.
3. Authorize the Executive Director, or his designee, to execute amendment to the agreement and to take any necessary actions to facilitate and effectuate the actions taken herewith.

Motion Carried (5 to 0)

5.b CONSIDER THE USE OF QUILL, WAXIE, LOWE'S, HD SUPPLY, SHERWIN WILLIAMS, AND HOME DEPOT FOR OPERATIONAL SUPPLIES FOR THE PALM DESERT HOUSING AUTHORITY FOR FISCAL YEAR 2025/26

Senior Management Analyst Cabrera provided a staff report.

Motion by: Commissioner Firestine

Seconded by: Chair Bauer

Recommend that the Palm Desert Housing Authority Board authorize the use of the following vendors for the Authority owned and operated properties pursuant to Section 3.30.160(E) of the Palm Desert Municipal Code for Fiscal Year 2025/26 by taking the following actions:

1. Authorize the use of Quill, LLC, for the recurring purchase of office supplies in an amount not to exceed \$17,000.00.
2. Authorize the use of Brady Plus dba Waxie Sanitary Supply for the recurring purchase of janitorial and sanitary supplies in an amount not to exceed \$17,000.00.

3. Authorize the use of Lowe's Home Centers, Inc., for the recurring purchase of materials, supplies, and appliances in an amount not to exceed \$215,000.00.
4. Authorize the use of Home Depot U.S.A., Inc. for the recurring purchase of materials and supplies in an amount not to exceed \$55,000.00.
5. Authorize the use of HD Supply Facilities Maintenance for the recurring purchase of materials and supplies in an amount not to exceed \$230,000.00
6. Authorize the use of The Sherwin-Williams Company for the recurring purchase of paint and supplies in an amount not to exceed \$45,000.00
7. Authorize the disposal and recycling of inefficient, damaged, obsolete, and non-functioning appliances as appropriate in accordance with Environmental Protection Agency ("EPA") standards and declare a surplus at the time of removal from the properties.

Motion Carried (5 to 0)

5.c CONSIDER CONTRACT WITH TRI-STAR CONTRACTING II, INC. FOR DEMOLITION AND PARTIAL REMOVAL OF WATER FEATURE AT ONE QUAIL PLACE APARTMENTS (PROJECT NO. CHA00012)

At the request of staff, this item was removed from the agenda.

5.d RECOMMENDATION TO REJECT BIDS FOR THE DESERT POINTE APARTMENT NUMBER 13 INTERIOR RENOVATION

Senior Management Analyst Cabrera provided a staff report.

Senior Management Analyst Cabrera and Housing Manager Gonzales responded to Commissioner's inquiries.

Motion by: Commissioner Firestine

Seconded by: Commissioner Morrison

Recommend that the Palm Desert Housing Authority Board:

1. Reject all bids submitted in response to a published Invitation for Bid ("IFB") for the interior renovation of unit #13 at Desert Pointe Apartments.
2. Authorize Staff to resolicit new bids for these services and to include additional interior renovations needed at Palm Desert Housing Authority properties.

Motion Carried (5 to 0)

6. INFORMATIONAL REPORTS

6.a FGA MONTHLY REPORTS

6.a.1 MARCH 2025 - MONTHLY LEASE REPORT

Cyndi Karp, Falkenberg-Gilliam and Associates representative, provided an overview of the March 2025 lease report.

6.a.2 RESIDENT ACTIVITIES AT PALM DESERT HOUSING AUTHORITY PROPERTIES

Cyndi Karp, Falkenberg-Gilliam and Associates representative, narrated a PowerPoint presentation.

6.b SUMMARY OF CITY COUNCIL AND HOUSING AUTHORITY ACTIONS

Housing Manager Gonzales reported the following actions by the City Council/Housing Authority Board:

- Held a Study Session on the FY 2025/26 Budget; no changes were made. Final approval is expected in late June 2025.
- Approved the Housing Commission's 2025 meeting schedule.
- Approved the proposed use of CDBG grant funds; project work will commence in June 2025.
- Approved bond issuance for Palm Villas Phase I.

6.c CITY STAFF

Housing Manager Gonzales requested that Commissioners send any agenda-related questions and notice of absence to the Recording Secretary before the meeting, allowing staff to prepare accurate and efficient responses.

Representatives from National CORE, the new property management company set to assume responsibility on July 1, 2025, introduced themselves.

6.c.1 FY 2025/2026 BUDGET INFORMATIONAL REPORT

In response to Vice Chair Siddiq's inquiry at a previous meeting, Housing Manager Gonzales provided an overview of the miscellaneous budget, explaining that it includes expenses such as office supplies, computers, legal counsel leasing fees, operating licenses, and other related items.

6.c.2 HOME IMPROVEMENT PROGRAM ACTIVITY REPORT FOR MARCH 2025

Housing Manager Gonzales provided a report on Home Improvement Program activity for the month of March 2025.

6.c.3 ATTENDANCE REPORT

Report provided; no action taken on this item.

6.d CITY COUNCIL LIAISON

City Council Liaison Pradetto reported on the City's budget focus on capital improvements and deferred maintenance, noted a possible study session on long-term housing plans, and encouraged attendance at Concerts in the Park.

7. REQUESTS FOR ACTION

None.

8. ADJOURNMENT

The Housing Commission adjourned at 4:12 p.m.

9. PUBLIC NOTICES

Monique Lomeli, Senior Deputy Clerk
Recording Secretary

Jessica Gonzales, Housing Manager
Secretary

DATE APPROVED BY HOUSING COMMISSION

**HOUSING COMMISSION
PALM DESERT HOUSING AUTHORITY
STAFF REPORT**

MEETING DATE: June 11, 2025

PREPARED BY: Lucero Leyva, Senior Project Manager

SUBJECT: AWARD CONTRACT TO GARLAND/DBS, INC., FOR ROOF REPLACEMENTS - LAS SERENAS, NEIGHBORS AND PUEBLOS (PROJECT NO. CHA00011)

RECOMMENDATION:

1. Award the construction contract to Garland/DBS, Inc., for Roof Replacements at Las Serenas, Neighbors, and Pueblos (Project No. CHA00011), in an amount not to exceed \$4,594,147.
2. Authorize the Director of Finance to set aside contingency in the amount of \$459,415 for unforeseen conditions.
3. Authorize Director of Finance to appropriate \$369,415 from Housing Authority Reserve to Account No. 8714195-4331100.
4. Authorize the Chairman and/or the Executive Director to execute the Agreement and written requests for change orders up to the contingency amount, amendments, and any documents necessary to effectuate the actions taken herewith.
5. Authorize the Chairman and/or Executive Director to execute the Notice of Completion (NOC) and the City Clerk to file the NOC upon satisfactory completion of the Project.

BACKGROUND/ANALYSIS:

The Authority Board has authorized the engagement of Garland/DBS, Inc. (Garland), to provide comprehensive roof assessment, repair, and related services across the entire portfolio of properties owned by the Palm Desert Housing Authority (Housing Authority). At the request of city staff, Garland conducted a roof assessment of all properties, and identified Las Serenas, Neighbors, and Pueblos, as the properties with the most critical roof maintenance needs.

Site specific information:

- Las Serenas Apartment – 20 Buildings with 150 Units
- Neighbors Apartments – 3 Buildings with 24 Units
- Pueblos Apartments – 3 Buildings with 15 Units

The scope for this project includes:

- Removal and replacement of existing low slope roofing systems down to the substrate
- Repair or replacement of damaged substrate, fascia, insulation and decking
- Installation of a new roof system using Garland specified materials
- Upgrades to the drainage system

Please see attached “Garland/DBS, Inc. PDHA Proposal” for the complete description of scope of work.

The delivery method for this project involves Garland/DBS, Inc. serving as the prime contractor, responsible for supplying the roofing materials, while a subcontractor provides the labor and installation. Garland provided the Housing Authority with three competitive contractor bids for the roof replacement and/or repair work. Each bid included two distinct scopes of work for the Las Serenas Apartments:

- **Option 1** includes targeted roof repairs, with replacement of damaged tiles as needed and matching existing materials to maintain visual consistency.
- **Option 2** includes the roof repairs outlined in Option 1 for the Neighbors and Pueblos apartments, as well as the installation of a new waterproofing layer and full tile replacement for all 20 buildings in the Las Serenas complex.

These options were developed at the request of City staff following Tropical Storm Hilary, which resulted in approximately 28 emergency roof repair incidents at Las Serenas. Subsequent inspections revealed significant signs of deterioration in the visible portions of the underlayment—the primary waterproof barrier of the roof system—raising concerns about the overall integrity of the roof. Based on these findings, staff evaluated long-term repair solutions. Both proposed options include a five-year installation warranty from the contractor and a 30-year material warranty from Garland. The following is a summary of the bids submitted for option 1 and 2:

- **Option 1 – Roof Repairs for all three Properties:**

R&R Roofing & Waterproofing, Inc.	\$2,041,076
Chapman Coast Roof Co	\$2,432,401
Commercial Roofing Systems	\$2,498,181

- **Option 2 – Complete Tile Replacement of Las Serenas Apartment and Roof Repairs for Neighbors and Pueblos Apartments:**

R&R Roofing & Waterproofing, Inc.	\$4,594,147
Chapman Coast Roof Co	\$6,125,644
Commercial Roofing Systems	\$6,751,025

R&R Roofing & Waterproofing, Inc., submitted the lowest bids across both options.

The Housing Authority would like to enter into an agreement with Garland through the Omnia Contract No. PW1925 (a copy is on file with the City of Palm Desert’s City Clerk’s office) to complete the proposed Project. Omnia is a cooperative purchasing organization, established through a collaborative effort to assist public agencies and non-profits across the United States with the specific purpose of reducing procurement costs by leveraging group volume. Omnia accomplishes this by soliciting proposals and awarding contracts that are held by a principal procurement agency for commonly purchased products and services at prices that have been assessed to be fair, reasonable, and competitive. The provisions of the City of Palm Desert

Housing Commission
City of Palm Desert
Award Contract to Garland/DBS, Inc., for Roof Replacements Project (CHA00011)

Municipal Code Section 3.30.160(E) allows the Housing Authority to participate as a government entity with Omnia under their cooperative pricing for purchases through the named vendor.

Staff recommends awarding the contract for the Roof Replacements Project at Las Serenas, Neighbors, and Pueblos to Garland/DBS, Inc., with R&R Roofing and Waterproofing, Inc. serving as their subcontractor. This recommendation is based on the comprehensive scope of work outlined in Option 2, which includes both targeted roof repairs and full roof replacements as specified.

Legal Review:

This report has been reviewed by the City Attorney's Office.

FINANCIAL IMPACT:

Funds for this action have been allocated in the Housing Authority's proposed Fiscal Year 2024-25 budget, however an appropriation is necessary to cover a portion of the 10% contingency. This action does not have any financial impact on the General Fund.

<i>PDHA Roof Replacements Project (CHA00011)</i>	<i>Approved Budget</i>	<i>Expenditures</i>	<i>Available Balance</i>
<i>Housing Authority Replacement Expenditures Fund (8714195-4331100)</i>	4,684,147		
<i>Construction Contract:</i>			
<i>Garland/DBS, Inc.</i>		4,594,147	
<i>Appropriation/Contingency</i>	369,415	459,415	
<i>Totals</i>	5,053,562	5,053,562	0.00

ATTACHMENTS:

1. PDHA Garland DBS Proposal #25-CA-250256
2. CHA00011 Garland/DBS Construction Contract
3. Payment and Performance Bonds

**PALM DESERT HOUSING AUTHORITY
CONTRACT FOR CONSTRUCTION**

This Agreement is made and entered into this **12th** day of **June, 2025**, by and between the Palm Desert Housing Authority, a municipal corporation organized under the laws of the State of California with its principal place of business at 73-510 Fred Waring Drive, Palm Desert, California 92260-2578, ("Authority") and **Garland/DBS, Inc., a Corporation**, with its principal place of business at **3800 East 91st Street, Cleveland OH 44105** ("Contractor").

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other as follows:

ARTICLE 1. SCOPE OF WORK.

The Contractor shall perform all Work within the time stipulated in the Contract, and shall provide all labor, materials, equipment, tools, utility services, and transportation to complete all of the Work required in strict compliance with the Contract Documents as specified in Article 5, below, for the following Project:

**Las Serenas, Neighbors and Pueblos Roof Replacement and Repairs Project
Project No. CHA00011**

(hereinafter referred to as "the Project").

The scope of the project includes the removal and replacement of existing low slope roofings systems down to the substrate, repair and/or replacement of damaged substrate, fascia, insulation and decking, installation of a new roof system using Garland Specified materials and upgrades to the drainage system.

Contractor is an independent contractor and not an agent of the Authority. The Contractor and its surety shall be liable to the Authority for any damages arising as a result of the Contractor's failure to comply with this obligation.

ARTICLE 2. TIME FOR COMPLETION.

Time is of the essence in the performance of the Work. The Work shall be commenced on the date stated in the Authority's Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within **120 Working Days** from the commencement date stated in the Notice to Proceed. By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

ARTICLE 3. CONTRACT PRICE.

The Authority shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of **FOUR MILLION FIVE HUNDRED NINETY-FOUR THOUSAND ONE HUNDRED FORTY-SEVEN DOLLARS (\$4,594,147)**. Payment shall be made as set forth in the General Conditions. The Authority will pay to Contractor compensation based upon the prices set forth in the Bid Schedule.

ARTICLE 4. LIQUIDATED DAMAGES.

Contractor acknowledges that the Authority will sustain actual damages for each and every Day completion of the Project is delayed beyond the Contract Time. Because of the nature

of the Project, it would be impracticable or extremely difficult to determine the Authority's actual damages. Accordingly, in accordance with Government Code section 53069.85, it is agreed that the Contractor will pay the Authority the sum of **\$1,000** for each and every Day of delay beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event this is not paid, the Contractor agrees the Authority may deduct that amount from any money due or that may become due the Contractor under the Contract. This Section does not exclude recovery of other damages specified in the Contract Documents. Liquidated damages may be deducted from progress payments due Contractor, Project retention or may be collected directly from Contractor, or from Contractor's surety. These provisions for liquidated damages shall not prevent the Authority, in case of Contractor's default, from terminating the Contractor.

ARTICLE 5. COMPONENT PARTS OF THE CONTRACT.

The "Contract Documents" include the following:

- Notice Inviting Bids
- Instructions to Bidders
- Bid Forms
- Bid Acknowledgement
- Bid Schedule
- Bid Guarantee
- Designation of Subcontractors
- Information Required of Bidders
- Non-Collusion Declaration Form
- Iran Contracting Act Certification
- Public Works Contractor DIR Registration Certification
- Performance Bond
- Payment (Labor and Materials) Bond
- Contract for Construction
- General Conditions
- Special Conditions
- Specifications
- Addenda
- Construction Plans and Drawings
- Standard Specifications for Public Works Construction "Greenbook", latest edition, Except Sections 1-9
- Standard Plans of the City of Palm Desert, latest edition
- Standard Plans for Public Works Construction, latest edition
- Caltrans Standard Specifications, latest edition, Except Division 1
- Caltrans Standard Plans, latest edition
- California Manual on Traffic Control Devices for Streets and Highways (CAMUTCD), latest edition
- Work Area Traffic Control Handbook, latest edition
- Reference Specifications
- Approved and fully executed Change Orders
- Permits
- Any other documents contained in or incorporated into the Contract

The Contractor shall complete the Work in strict accordance with all of the Contract Documents.

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. In the event of conflict, the various Contract Documents will be given effect in the order set forth in the General Conditions. This Contract shall supersede any prior agreement of the parties.

ARTICLE 6. PROVISIONS REQUIRED BY LAW AND CONTRACTOR COMPLIANCE.

Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of applicable federal, state, and local laws, rules, and regulations, including, but not limited to, the provisions of the California Labor Code and California Public Contract Code which are applicable to this Work.

ARTICLE 7. INDEMNIFICATION AND INSURANCE.

A. Indemnification

1. To the fullest extent permitted by law, Contractor shall immediately defend (with counsel of the Authority's choosing), indemnify, and hold harmless the Authority, its officials, officers, agents, employees, and representatives, and each of them from and against:
 - (a) Any and all claims, demands, causes of action, costs, expenses, injuries, losses or liabilities, in law or in equity, of every kind or nature whatsoever, but not limited to, injury to or death, including wrongful death, of any person, and damages to or destruction of property of any person, arising out of, related to, or in any manner directly or indirectly connected with the Work or this Contract, including claims made by subcontractors for nonpayment, including without limitation the payment of all consequential damages and attorney's fees and other related costs and expenses, however caused, regardless of whether the allegations are false, fraudulent, or groundless, and regardless of any negligence of the Authority or its officers, employees, or authorized volunteers (including passive negligence), except the sole negligence or willful misconduct or active negligence of the Authority or its officials, officers, employees, or authorized volunteers;
 - (b) Contractor's defense and indemnity obligation herein includes, but is not limited to damages, fines, penalties, attorney's fees and costs arising from claims under the Americans with Disabilities Act (ADA) or other federal or state disability access or discrimination laws arising from Contractor's Work during the course of construction of the improvements or after the Work is complete, as the result of defects or negligence in Contractor's construction of the improvements;
 - (c) Any and all actions, proceedings, damages, costs, expenses, fines, penalties or liabilities, in law or equity, of every kind or nature whatsoever, arising out of, resulting from, or on account of the violation of any governmental law or regulation, compliance with which is the responsibility of Contractor;
 - (d) Any and all losses, expenses, damages (including damages to the Work itself), attorney's fees, and other costs, including all costs of defense which any of them may incur with respect to the failure, neglect, or refusal of Contractor to faithfully perform the Work and all of Contractor's obligations under Contract. Such costs, expenses, and damages shall include all costs, including

attorney's fees, incurred by the indemnified parties in any lawsuit to which they are a party.

2. Contractor shall immediately defend, at Contractor's own cost, expense and risk, with the counsel of the Authority choosing, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the Authority, its officials, officers, agents, employees and representatives. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against the Authority, its officials, officers, employees, agents, employees, and representatives, in any such suit, action or other legal proceeding. Contractor shall reimburse the Authority, its officials, officers, agents, employees, and representatives for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The only limitations on this provision shall be those imposed by Civil Code section 2782.
3. The provisions of this Article shall survive the termination of this Contract howsoever caused, and no payment, partial payment, or acceptance of occupancy in whole or part of the Work shall waive or release any of the provisions of this Article.

B. Insurance

1. Without limiting Contractor's indemnification of the Authority, and prior to commencement of Work, Contractor shall obtain, provide, and maintain at its own expense during the term of this Contract, policies of insurance of the type and amounts described below and in a form that is satisfactory to the Authority.
2. **General Liability Insurance.** Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$2,000,000 per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury, and property damage, and a \$4,000,000 completed operations aggregate. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.
3. **Automobile Liability Insurance.** Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Work to be performed under this Contract, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.
4. **Umbrella or Excess Liability Insurance.** Contractor may opt to utilize umbrella or excess liability insurance in meeting insurance requirements. In such circumstances, Contractor may obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury, and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability, automotive liability and employer's liability. Such policy or policies shall include the following terms and conditions:

A drop-down feature requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;

- (a) Pay on behalf of wording as opposed to reimbursement; and
 - (b) Concurrency of effective dates with primary policies; and
 - (c) Policies shall “follow form” to the underlying primary policies; and
 - (d) Insureds under primary policies shall also be insureds under the umbrella or excess policies.
5. **Workers’ Compensation Insurance.** Contractor shall maintain Workers’ Compensation Insurance (Statutory Limits) and Employer’s Liability Insurance (with limits of at least \$1,000,000) for Contractor’s employees in accordance with the laws of the State of California, Section 3700 of the Labor Code. In addition, Contractor shall require each subcontractor to similarly maintain Workers’ Compensation Insurance and Employer’s Liability Insurance in accordance with the laws of the State of California, Section 3700 for all of the subcontractor’s employees. Contractor shall submit to Authority, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the Authority, its officers, agents, employees, and volunteers.
6. Fidelity Coverage. Contractor shall provide evidence of fidelity coverage on a blanket fidelity bond or other acceptable form. Limits shall be no less than \$1,000,000 per occurrence.
7. Pollution Liability Insurance. Environmental Impairment Liability Insurance shall be written on a Contractor’s Pollution Liability form or other form acceptable to the Authority providing coverage for liability arising out of sudden, accidental, and gradual pollution and remediation. The policy limit shall be no less than \$1,000,000 dollars per claim and in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as “covered operations”. The policy shall provide coverage for the hauling of waste from the Project site to the final disposal location, including non-owned disposal sites.

C. Other Provisions or Requirements

1. Proof of Insurance. Contractor shall provide certificates of insurance to Authority as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers’ compensation. Insurance certificates and endorsements must be approved by Authority’s Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with Authority at all times during the term of this contract. Authority reserves the right to require complete, certified copies of all required insurance policies, at any time.
2. Duration of Coverage. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Contractor, its agents, representatives, employees, or subcontractors. Contractor must maintain general liability and umbrella or excess liability insurance for as long as there is a statutory exposure to completed operations claims. The Authority and its officers, officials, employees, and agents shall continue as additional insureds under such policies.
3. Primary/Non-Contributing. Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by Authority shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any

umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of Authority before the Authority's own insurance or self-insurance shall be called upon to protect it as a named insured.

4. Products/Completed Operations Coverage. Products/completed operations coverage shall extend a minimum of three (3) years after project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the Policy must include work performed "by or on behalf" of the insured. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer. The Authority, its officials, officers, agents, and employees, shall be included as additional insureds under the Products and Completed Operations coverage.
5. Authority's Rights of Enforcement. In the event any policy of insurance required under this Contract does not comply with these requirements, or is canceled and not replaced, Authority has the right, but not the duty, to obtain the insurance it deems necessary, and any premium paid by Authority will be promptly reimbursed by Contractor, or Authority will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, Authority may cancel this Contract.
6. Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the Authority's Risk Manager.
7. Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the Authority, its elected or appointed officers, agents, officials, employees, and volunteers, or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against the Authority, its elected or appointed officers, agents, officials, employees, and volunteers and shall require similar written express waivers and insurance clauses from each of its subcontractors.
8. Enforcement of Contract Provisions (non estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of the Authority to inform Contractor of non-compliance with any requirement imposes no additional obligations on the Authority nor does it waive any rights hereunder.
9. Requirements Not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Contractor maintains higher limits than the minimums shown above, the Authority requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the

specified minimum limits of insurance and coverage shall be available to the Authority.

10. Notice of Cancellation. Contractor agrees to oblige its insurance agent or broker and insurers to provide to Authority with a thirty (30) Day notice of cancellation (except for nonpayment for which a ten (10) Day notice is required) or nonrenewal of coverage for each required coverage.
11. Additional Insured Status. General liability, automobile liability, and if applicable, pollution liability policies shall provide or be endorsed to provide that the Authority and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies. Coverage shall be at least as broad as coverage provided by ISO's Owners, Lessees, or Contractors Additional Insured Endorsement for the ongoing (i.e. ISO Form CG 20 10 07 04) and completed operations (i.e. ISO Form CG 20 37 07 04) of Contractor.
12. Prohibition of Undisclosed Coverage Limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to Authority and approved of in writing.
13. Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.
14. Pass Through Clause. Contractor agrees to ensure that its sub-consultants, sub-contractors, and any other party involved with the Project who is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the Project will be submitted to Authority for review.
15. Authority's Right to Revise Requirements. The Authority or its Risk Manager reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor ninety (90) Days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the Authority and Contractor may renegotiate Contractor's compensation. If the Authority reduces the insurance requirements, the change shall go into effect immediately and require no advanced written notice.
16. Self-Insured Retentions. Any self-insured retentions must be declared to and approved by Authority. Authority reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by Authority.
17. Timely Notice of Claims. Contractor shall give Authority prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Contract, and that involve or may involve coverage under any of the required liability policies.

18. Additional Insurance. Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.
19. Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions, where applicable, shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

ARTICLE 8. PREVAILING WAGES.

Contractor shall be required to pay the prevailing rate of wages in accordance with the Labor Code which such rates shall be made available at the Authority's Office or may be obtained online at <http://www.dir.ca.gov> and which must be posted at the job site.

ARTICLE 9. FALSE CLAIMS.

Contractor acknowledges that if a false claim is submitted to the Authority, it may be considered fraud and Contractor may be subject to criminal prosecution. Contractor acknowledges that the False Claims Act, California Government Code sections 12650, et seq., provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include within their scope false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of the information. In the event the Authority seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorneys' fees. Contractor hereby acknowledges that the filing of a false claim may the Contractor to an administrative debarment proceeding wherein Contractor may be prevented from further bidding on public contracts for a period of up to five (5) years.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE TO LONG FORM CONSTRUCTION AGREEMENT
BY AND BETWEEN THE PALM DESERT HOUSING AUTHORITY
AND GARLAND/DBS, INC.**

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed on the day and year first above written.

PALM DESERT HOUSING AUTHORITY

GARLAND/DBS INC., A CORPORATION

By: _____

Chris Escobedo
Interim Executive Director

By: _____

Brian Lambert
President

Attest:

By: _____

Ron Seitz
Director of Construction

By: _____

Anthony J. Mejia
Secretary

Contractor's License Number and
Classification

DIR Registration Number (*if applicable*)

Approved as to form:

By: _____

Isra Shah
Best Best & Krieger LLP
Special Counsel

Clerks QC: _____

Contracts QC: _____

Insurance: _____

Initial Review

Final Approval

Bonds



Garland/DBS, Inc.
3800 East 91st Street
Cleveland, OH 44105
Phone: (800) 762-8225
Fax: (216) 883-2055



ROOFING MATERIAL AND SERVICES PROPOSAL

**City of Palm Desert - Palm Desert Housing Authority
Palm Desert Housing Authority
73510 Fred Waring Dr
Palm Desert, CA 92260**

**Date Submitted: 04/22/2025
Proposal #: 25-CA-250256
MICPA # PW1925
CA General Contractor #:949380
DIR #:1000000135**

Purchase orders to be made out to: Garland/DBS, Inc.

Please Note: The following budget/estimate is being provided according to the pricing established under the Master Intergovernmental Cooperative Purchasing Agreement (MICPA) with Racine County, WI and OMNIA Partners, Public Sector (U.S. Communities). The line item pricing breakdown from Attachment C: Bid Form should be viewed as the maximum price an agency will be charged under the agreement. Garland/DBS, Inc. administered an informal competitive process for obtaining quotes for the project with the hopes of providing a lower market-adjusted price whenever possible.

Scope of Work: Las Serenas Apts. (73315 Country Club Dr. Palm Desert, CA.)

1. Work Area Includes 20 Buildings, low slope and pitched roof sections.
2. Tear off existing low slope roof system down to substrate and dispose of properly.
3. Replace any damaged substrate and fascia with same type, proceed with roofing after inspectoin.
4. Include 10 sheets of substrate and 100 lineal feet of primed fascia in proposal.
5. Provide Garland/DBS with sq. foot price for replacement of substrate and lineal foot price for fascia board replacement. Page 5. of bid package.
6. All drains must be tested before reroofing begins. If any drains are clogged, please notify the City immediately. Do not proceed until drains are fixed. Roofing contractor will be responsible for all drains to be in working condition once roof is complete. All drains missing strainers or that have plastic strainers are to be replaced with metal strainers.
7. Mechanically fasten Densdeck per IBC & CBC (ASCE 7-5) wind uplift calculations. Note to keep all surfaces clean and ready for next steps in the process.
8. Install one coat of SA primer at ½ gallon a square over primed densdeck.
9. Install one layer of HPR SA FR Base Sheet. (Roll in with heavy roller)
10. Install Cap Sheet StressPly SA FR Mineral. (Roll in with heavy roller)
11. Install new edge metal and coping metal, color to be chosen from standard color chart.
12. Absolutely no asbestos will be allowed in any products or form on this job.
13. Install new redwood blocking and clamps, where necessary to support conduit or cable. Blocking should be secured to a 5/8" thick walk pad.
14. Install walk pads around all units and at roof hatch opening.
15. Pitch pans are not allowed on this roofing project. Locations with multiple cables penetrating the decking fabricate and install a metal goose neck.

16. Apply green lock mastic to granules at over lap points. (End and Side laps)
17. Three course around all drainage areas and add granules to fresh mastic.
18. Coat entire roof with Pyramic Plus LO Cool Roof coating. Coat (1.5) gallon per square per coat (2) coats required for a total of 3 gallons a square.
19. Coat drainage and waterways with Cool Sil silicone coating at 2 gallons a square 24 hrs after Pyramic installation. Add white minerals into wet silicone, non slip.
20. Contractor is responsible to insure that positive drainage is accomplished throughout the entire roofing area. Increase or add crickets & taper insulation as needed. Ponding water will be cause for rejection.
21. Seal all metal pans with White Knight and reinforce seams with polyester.
22. Tile roof sections per Building code, replace up to 10 tiles per building. Tile to match as close as possible to current design and style. Up to 200 tiles included in base bid. Include a line item for tile replacement over 200 tiles.
23. Tile roof sections, perform general roof maintenance to tile roofs. Clean all valley ways, re-secure loose / slid tiles, and re-caulk all penetrations.
24. Contractor to follow all current City, County, and State codes for re-roofing.
25. Contractor to fill in Garland supplied material quantities on the bid form page 6.
26. Contractor to provide (5) Five Year warranty.

Scope of Work: Las Serenas Apts. (73315 Country Club Dr. Palm Desert, CA.) Tile Replacement

1. Remove Tile and BUR roof systems, re-roof with new Tile and SA BUR
2. Include 10 sheets of substrate and 100 lineal feet of primed fascia in proposal.

Scope of Work: Neighbors Apts. (73535 Santa Rosa Way, Palm Desert, CA.)

1. Work Area Includes 3 Buildings, low slope.
2. Tear off existing low slope roof system down to substrate and dispose of properly.
3. Replace any damaged substrate and fascia with same type, proceed with roofing after inspectoin.
4. Include 5 sheets of substrate in proposal.
5. Provide Garland/DBS with sq. foot price for replacement of substrate and lineal foot price for fascia board replacement. Page 5. of bid package.
6. All drains must be tested before reroofing begins. If any drains are clogged, please notify the City immediately. Do not proceed until drains are fixed. Roofing contractor will be responsible for all drains to be in working condition once roof is complete. All drains missing strainers or that have plastic strainers are to be replaced with metal strainers.
7. Replace all plastic drainage with new cast iron.
8. Replace skylights with new.
9. Mechanically fasten Densdeck per IBC & CBC (ASCE 7-5) wind uplift calculations. Note to keep all surfaces clean and ready for next steps in the process.
10. Install one coat of SA primer at ½ gallon a square over primed densdeck.
11. Install one layer of HPR SA FR Base Sheet. (Roll in with heavy roller)
12. Install Cap Sheet StressPly SA FR Mineral. (Roll in with heavy roller)
13. Install new edge metal and coping metal, color to be chosen from standard color chart.
14. Absolutely no asbestos will be allowed in any products or form on this job.
15. Install new redwood blocking and clamps, where necessary to support conduit or cable. Blocking should be secured to a 5/8" thick walk pad.
16. Install walk pads around all units and at roof hatch opening.
17. Pitch pans are not allowed on this roofing project. Locations with multiple cables penetrating the decking fabricate and install a metal goose neck.
18. Apply green lock mastic to granules at over lap points. (End and Side laps)
19. Three course around all drainage areas and add granules to fresh mastic.
20. Install new metal coping cap system, color from standard color chart.

21. Coat entire roof with Pyramic Plus LO Cool Roof coating. Coat (1.5) gallon per square per coat (2) coats required for a total of 3 gallons a square.
22. Coat drainage and waterways with Cool Sil silicone coating at 2 gallons a square 24 hrs after Pyramic installation. Add white minerals into wet silicone, non slip.
23. Contractor is responsible to ensure that positive drainage is accomplished throughout the entire roofing area. Increase or add crickets & taper insulation as needed. Ponding water will be cause for
24. Seal all metal pans with White Knight and reinforce seams with polyester.
25. Contractor to follow all current City, County, and State codes for re-roofing.
26. Contractor to fill in Garland supplied material quantities on the bid form page 6.
27. Contractor to provide (5) Five Year warranty.

Scope of Work: The Pueblos Apts. (73695 Santa Rosa Way, Palm Desert, CA.)

1. Work Area Includes 3 Buildings, low slope and pitched roof sections.
2. Tear off existing low slope roof system down to substrate and dispose of properly.
3. Replace any damaged substrate and fascia with same type, proceed with roofing after inspectoin.
4. Include 5 sheets of substrate in proposal.
5. Provide Garland/DBS with sq. foot price for replacement of substrate and lineal foot price for fascia board replacement. Page 5. of bid package.
6. All drains must be tested before reroofing begins. If any drains are clogged, please notify the City immediately. Do not proceed until drains are fixed. Roofing contractor will be responsible for all drains to be in working condition once roof is complete. All drains missing strainers or that have plastic strainers are to be replaced with metal strainers.
7. Mechanically fasten Densdeck per IBC & CBC (ASCE 7-5) wind uplift calculations. Note to keep all
8. Install one coat of SA primer at ½ gallon a square over primed densdeck.
9. Install one layer of HPR SA FR Base Sheet. (Roll in with heavy roller)
10. Install Cap Sheet StressPly SA FR Mineral. (Roll in with heavy roller)
11. Install new edge metal and coping metal, color to be chosen from standard color chart.
12. Absolutely no asbestos will be allowed in any products or form on this job.
13. Install new redwood blocking and clamps, where necessary to support conduit or cable. Blocking should be secured to a 5/8" thick walk pad.
14. Install walk pads around all units and at roof hatch opening.
15. Pitch pans are not allowed on this roofing project. Locations with multiple cables penetrating the decking fabricate and install a metal goose neck.
16. Apply green lock mastic to granules at over lap points. (End and Side laps)
17. Three course around all drainage areas and add granules to fresh mastic.
18. Coat entire roof with Pyramic Plus LO Cool Roof coating. Coat (1.5) gallon per square per coat (2) coats required for a total of 3 gallons a square.
19. Coat drainage and waterways with Cool Sil silicone coating at 2 gallons a square 24 hrs after Pyramic installation. Add white minerals into wet silicone, non slip.
20. Contractor is responsible to insure that positive drainage is accomplished throughout the entire roofing area. Increase or add crickets & taper insulation as needed. Ponding water will be cause for rejection.
21. Seal all metal pans with White Knight and reinforce seams with polyester.
22. Tile roof sections, replace up to 10 tiles per building. Tile to match as close as possible to current design and style. Up to 30 tiles included in base bid. Include a line item for tile replacement over 30 tiles.
23. Seal all metal pans with White Knight and reinforce seams with polyester.
24. Contractor to follow all current City, County, and State codes for re-roofing.
25. Contractor to fill in Garland supplied material quantities on the bid form page 6.
26. Contractor to provide (5) Five Year warranty.

Garland/DBS Price: Las Serenas Option 1 (Tile Repair)

1 R & R Roofing & Waterproofing INC	\$	1,055,281
2 Chapman Coast Roof Co	\$	1,098,604
3 Commercial Roofing Systems	\$	1,130,095

Garland/DBS Price: Las Serenas Option 2 (Tile Replacement)

1 R & R Roofing & Waterproofing INC	\$	3,574,132
2 Chapman Coast Roof Co	\$	4,722,986
3 Commercial Roofing Systems	\$	5,194,131

Garland/DBS Price: Neighbors Apartments

1 R & R Roofing & Waterproofing INC	\$	797,825
2 Chapman Coast Roof Co	\$	1,055,347
3 Commercial Roofing Systems	\$	1,177,760

Garland/DBS Price: The Pueblos Apartments

1 Chapman Coast Roof Co	\$	266,311
2 Commercial Roofing Systems	\$	278,789
3 R & R Roofing & Waterproofing INC	\$	289,556

Garland/DBS Price: All Locations Base Bid Option 1 (Tile Repairs Las Serenas)

1 R & R Roofing & Waterproofing INC	\$	2,041,076
2 Chapman Coast Roof Co	\$	2,432,401
3 Commercial Roofing Systems	\$	2,498,181

Garland/DBS Price: All Locations Base Bid Option 2 (Tile Replacement Las Serenas)

1 R & R Roofing & Waterproofing INC	\$	4,594,147
2 Chapman Coast Roof Co	\$	6,125,644
3 Commercial Roofing Systems	\$	6,751,025

R & R Roofing & Waterproofing Inc. - Unforeseen Site Conditions:

Fascia Replacement	\$	188.10	per Ln. Ft.
Decking Replacement	\$	9.98	per Sq. Ft.
Tile Replacement Over the Included 30 Tiles at - The Pueblos Apts	\$	256.50	per Sq. Ft.
Tile Replacement Over the Included 200 Tiles at - Las Serenas Apts	\$	256.50	per Sq. Ft.

Potential issues that could arise during the construction phase of the project will be addressed via unit pricing for additional work beyond the scope of the specifications. This could range anywhere from wet insulation, to the replacement of deteriorated wood nailers.

Please Note – The construction industry is experiencing unprecedented global pricing and availability pressures for many key building components. Specifically, the roofing industry is currently experiencing long lead times and significant price increases with roofing insulation and roofing fasteners. Therefore, this proposal can only be held for 30 days. DBS greatly values your business, and we are working diligently with our long-term suppliers to minimize price increases and project delays which could effect your project. Thank you for your understanding and cooperation.

Clarifications/Exclusions:

1. Plumbing, Mechanical, Electrical work is excluded.
2. Masonry work is included to which it obtains to the scope of work.
3. Interior Temporary protection is excluded.
4. Prevailing Wages are included.
5. Any work not exclusively described in the above proposal scope of work is excluded.

If you have any questions regarding this proposal, please do not hesitate to call me at my number listed below.

Respectfully Submitted,

John Petersen

John Petersen
Garland/DBS, Inc.
(216) 302-3777

**HOUSING COMMISSION
PALM DESERT HOUSING AUTHORITY
STAFF REPORT**

MEETING DATE: June 11, 2025

PREPARED BY: Celina Cabrera, Senior Management Analyst

SUBJECT: CONSIDER AWARD CONTRACT TO TRI-STAR CONTRACTING II, INC.,
FOR DEMOLITION AND PARTIAL REMOVAL OF WATER FEATURE AT
ONE QUAIL PLACE APARTMENTS (PROJECT NO. CHA00012)

RECOMMENDATION:

Recommend to the Palm Desert Housing Authority Board to:

1. Award Contract to Tri-Star Contracting II, Inc., in an amount not to exceed \$128,362.
2. Authorize the Director of Finance to set aside a 20% contingency in the amount of \$25,672. for unforeseen circumstances.
3. Authorize Special Legal Counsel to make necessary non-monetary changes to the contract.
4. Authorize the Executive Director to approve and execute the contract, change orders up to contingency amount, amendments, and any other documents necessary to effectuate this action in accordance with Section 3.30.170(B) of the Palm Desert Municipal Code.
5. Authorize the Executive Director to execute the Notice of Completion and the City Clerk file the same upon satisfactory completion of the project.

BACKGROUND/ANALYSIS:

Prior to 2015, One Quail Place featured 10 water ponds distributed throughout the property. However, in 2015, 9 of these ponds were removed due to aging equipment, escalating utility costs, and ongoing maintenance challenges. The ponds were backfilled and integrated into the surrounding landscape design. The remaining water feature, located at the front entrance of the property and the subject of this staff report, was retained at that time because its equipment had been updated and remained functional.

On February 4, 2025, property management notified staff of a leak in the entrance water feature, resulting in water pooling and running across the parking lot. V.M. Pool Service and Repair, the service contractor, promptly drained the water from the feature and shut down the equipment to prevent further water loss and potential safety hazards. The contractor has provided an initial estimate of \$6,800 for exploration work to determine the source of the leak. Once this investigation is complete, a separate estimate for necessary repairs will follow.

Staff assessed the situation and considered many things such as anticipated costs associated with repairing an aging, non-essential water feature, the City's water conservation goals, the need for equipment replacement, and ongoing operation and maintenance expenses. As a result of the assessment, staff solicited bids to remove the ponded water areas of the water feature while retaining the existing rock and boulder structure as much as possible to integrate into the surrounding low-maintenance desert landscaping.

On March 18, 2025, a bid request for the Demolition and Partial Removal of Water Feature at One Quail Place Apartments was posted on the City's online bid management portal Open Gov (Project ID: 2025-RFP-168) to registered vendors pursuant to Section 3.30.095 of the PDMC. A mandatory pre-proposal meeting was held on March 27, 2025, wherein seven contract companies were in attendance. Proposals were due on April 18, 2025, and three proposals were received.

A selection committee, comprised of representatives from the Housing, Capital Improvements, and Landscape teams, was formed to evaluate the proposals and score them according to the following criteria that were provided in the published RFP:

- Clarity and conformance of the proposal to the RFP (10%)
- Content of the proposal, including the work plan (30%)
- Proposer's experience and performance (25%)
- Team members' experience (10%)
- Fee Proposal (25%)

The proposals were ranked cumulatively as follows:

Proposer	Ranking	Overall Proposal Score	Cost Proposal
Tri-Star Contracting II, Inc.	1	63.33	\$128,362.00
Sky Construction Services, Inc.	2	59.00	\$160,912.00
American Heritage Pool Corporation	3	45.67	\$51,253.50

Tri-Star Contracting II, Inc. received the highest evaluation score due to their completeness, accuracy, responsiveness to the bid documents, and the city's experience and knowledge of the qualifications and reliability of the bidder. Tri-Star's proposal demonstrated capability and experience aligning with the scope of work that demonstrates their ability to meet the Authority's project requirements and standards for successful project delivery. Tri-Star is the best overall value to provide the required service to the Authority.

Although Tri-Star is not the lowest bidder, prior experience with American Heritage Pool has demonstrated delays in schedule and multiple change orders resulting in increased costs. Additionally, American Heritage Pool did not provide sufficient documentation to demonstrate their ability to meet the Authority's project requirements and standards for successful project delivery.

The removal of the non-essential water feature at the front of the property will save approximately \$15,000 per year in annual maintenance, as well as savings in water and electric utilities.

FINANCIAL IMPACT:

Funds are available in the FY 2024-25 Annual Budget in Account No. 8714195-4331100. There is no financial impact to the General Fund.

ATTACHMENTS:

Housing Commission
Palm Desert Housing Authority
Award Contract for One Quail Place Water Feature Demolition

1. Estimate provided by V.M. Pool Service and Repair
2. Tri-Star Contracting II, Inc. Bid
3. Draft Short Form Construction Contract
4. Draft Payment and Performance Bond

40395 Firenze, Ct
Indio
CA 92203

Date	Estimate #
2/4/2025	94

Name / Address
One Quial Place 72600 Fred Waring Palm Desert Ca 92260

Project

Description	Qty	Rate	Total
Pond Repair Prevailing Wages Water appeared rolling over the parking lot and i dug and it was discovered that the water appears from the bottom of the fountain. To fix this water leak it is necessary to empty the fountain, remove all the gravel that exists and apply a cement with sealant on the affected surface. [If when we discover the entire surface we notice that the cement has to be demolished to repair a PVC pipe under the concrete , this would already be an extra Charge]		6,800.00	6,800.00
Sales TaxSale Tax Item		8.00%	0.00
		Total	\$6,800.00

PROPOSAL

Tri-Star Contracting II, Inc.

15-501 LITTLE MORONGO ROAD

DESERT HOT SPRINGS CA 92240

Bus: (760) 251-5454 Fax: (760) 251-5458

License Number: 909195 (A), DIR Number 1000004952



"We dig the
Coachella Valley"

Proposal Date: 18-Apr-25

Date of plans:

Proposal number: 050425

Proposal Submitted to: City of Palm Desert

Address: 73510 Fred Waring Drive

Palm Desert CA 92260

Phone: 760-340-0574

Fax: ccabrera@cityofpalmdesert.org

Job Name: Pond Demo

Address: One Quail Place

Palm Desert CA

Contact: Celina Cabrera

Contact cell #: 760-776-6449

We hereby submit an estimate for equipment, labor & material to:

Mobilization	1 LS	\$	21,688.00	\$	21,688.00
Includes bonding, & Site Protection					
Remove Trees	2 EA	\$	5,668.00	\$	11,336.00
Demo	1 LS	\$	40,734.00	\$	40,734.00
Demo to include:					
Demo & remove ponds on site:					
Rocks encased in concrete to be removed					
Rocks not covered in concrete to stay on-site as decorative wall					
No fill to be exported or imported					
Grade Area	5,000 SF	\$	1.56	\$	7,800.00
Place Salvaged Boulders	1 LS	\$	24,804.00	\$	24,804.00
Install Irrigation to include:					
Connect to existing valve	1 EA	\$	68.00	\$	68.00
3/4" PVC Pipe	400 LF	\$	15.50	\$	6,200.00
1804 Pop-up Spray Head	20 EA	\$	76.00	\$	1,520.00
1/2" Bubbler	20 EA	\$	19.00	\$	380.00
5 Gallon Plants (addendum 1)	20 EA	\$	66.60	\$	1,332.00
Sod	5,000 SF	\$	2.50	\$	12,500.00

Sod to be planted over native soil

Project includes prevail wage

Project includes work listed in the invite to bid

Billing to be done based on work completed on-site, changes in work or scope to be billed T&M

Plant maintenance to be done T&M if requested

Exclusions (unless listed above): **any permits**, inspections, fees, bonding, water, water meter, engineering, surveying, tests, screening on-site material, traffic control, drainage in areas of less than 1% grade.

Contractor is under no duty to investigate the project site, analyze, compare and/or correct the plans and specifications.

Tri-Star is not responsible for undisclosed site conditions including utilities, rocks, pipes, or septic tanks.

Work necessary as a result of these unknown conditions are the owner's responsibility and if additional work is necessary as a result, such work will be billed as an extra. Owner/contractor is advised to obtain their own soils engineer & compaction tests.

TOTAL PROPOSAL: \$ 128,362.00


All sums are due and payable as stated. Any unpaid sums incur interest at the rate of (2%) per month from the date said sum is due. If any installment payment due hereunder is past due, or if Buyer disputes an extra charge hereunder, Tri-Star may stop work.

Payment is to be made as follows: **30 day billing**

THIS PROPOSAL IS VALID FOR 180 DAYS

Respectfully

Submitted: _____


Dan Willis

General Provisions

Any alteration or deviation from above specifications, including any such alterations or deviations involving additional material and/or labor cost, will be executed only upon written order for same, signed by Owner and Tri-Star, and if there is any charge for such alteration or deviation, the additional charge will be added to this Contract. If payment is not made when due, Tri-Star may suspend work on the job until such time as all payments due have been made. A failure to make payments from the

due date shall be deemed a breach of this Contract

In addition the following general provisions apply:

1. All work shall be completed in a workman-like manner and in compliance with all building codes and other applicable laws.
2. To the extent required by law all work shall be performed by individuals duly licensed and authorized to perform said work.
3. Tri-Star may at its discretion engage sub-contractors to perform work hereunder, provided Tri-Star shall fully pay said sub-contractor and in all instances remain responsible for the proper completion of this Contract.
4. Tri-Star shall furnish Owner appropriate releases or waivers of lien for all work performed or materials provided at the time the next periodic payment shall be due.
5. All change orders shall be in writing and signed both by Owner and Tri-Star, and shall be incorporated in, and become a part of this Contract.
6. In the event Owner shall fail to pay any periodic or installment payment due hereunder, Tri-Star may cease work without breach of pending payment or resolution of any dispute.
7. All disputes hereunder shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association. The arbitration venue shall be in Palm Desert California. The prevailing party shall be entitled to all arbitration and court costs, as well as reasonable attorney's fees.
8. Tri-Star shall not be liable for any delay due to circumstances beyond its control, including but not limited to, acts by Owner and/or contractors, acts of God, weather, governmental authority or litigation. It shall also acknowledge that any changes in the plans and specifications made by the Owner as well as the contractor, agents, architects, engineers, or government agency which will extend or change the scope of work may be charged as an extra under this Contract.
9. Tri-Star warrants all work for a period of 12 months following completion.

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. It is understood and agreed that this work is not provided for in any other agreement and no contractual rights arise until this proposal is accepted in writing.

Acceptance _____ Date _____

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the Palm Desert Housing Authority (hereinafter referred to as "Authority") has awarded to **Tri-Star Contracting II, Inc.**, (hereinafter referred to as the "Contractor") an agreement for Demolition and Partial Removal of Water Feature at One Quail Place Apartments (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated **June 12, 2025** (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, **Tri-Star Contracting II, Inc.**, the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the Authority in the sum of **One Hundred Twenty-Eight Thousand Three Hundred Sixty Two and 00/100** Dollars, (**\$128,362.00**), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the Authority, its elected or appointed officers, and their respective agents, officials, employees, volunteers and representatives, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by Authority, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the Authority from loss or damage resulting from or caused by defective materials or faulty workmanship, Surety shall undertake and faithfully fulfill all such obligations. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the Authority's rights or the Contractor or Surety's obligations under the Contract, law, or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever Contractor shall be, and is declared by the Authority to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the Authority's option:

- (1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or

Exhibit "C"

Contract No. _____

- (2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the Authority, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the Authority under the Contract and any modification thereto, less any amount previously paid by the Authority to the Contractor and any other set offs pursuant to the Contract Documents.
- (3) Permit the Authority to complete the Project in any manner consistent with local, California and federal law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the Authority under the Contract and any modification thereto, less any amount previously paid by the Authority to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the Authority may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the Authority, when declaring the Contractor in default, notifies Surety of the Authority's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project, including but not limited to the provisions of sections 2819 and 2845 of the California Civil Code.

[SIGNATURES ON NEXT PAGE]

Contract No. _____

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20____.

(Corporate Seal)

Contractor/ Principal

By _____

Printed name: Bryan Willis

Title: President

(Corporate Seal) Surety

By: _____

Printed Name: _____

Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached.

The rate of premium on this bond is _____ per thousand. The total amount of premium charges, \$_____.

(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of Agent or Representative for service of process in California, if different from above)

(Telephone number of Surety and Agent or Representative for service of process in California)

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

Notary Acknowledgment**Contract No.** _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPAAUTHORITY CLAIMED BY SIGNER**DESCRIPTION OF ATTACHED DOCUMENT**

- ☐ Individual
☐ Corporate Officer

- | Title(s) | |
|---|----------------------------------|
| <input type="checkbox"/> Partner(s) | <input type="checkbox"/> Limited |
| | <input type="checkbox"/> General |
| <input type="checkbox"/> Attorney-In-Fact | |
| <input type="checkbox"/> Trustee(s) | |
| <input type="checkbox"/> Guardian/Conservator | |
| <input type="checkbox"/> Other: | |

Title or Type of Document

Number of Pages

Date of Document

Signer is representing:
Name Of Person(s) Or Entity(ies)

Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for Contractor/Principal.

Notary Acknowledgment**Contract No.** _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPAAUTHORITY CLAIMED BY SIGNER**DESCRIPTION OF ATTACHED DOCUMENT**

- ☐ Individual
☐ Corporate Officer

- | | | |
|---|----------------------------------|----------|
| _____ | | Title(s) |
| <input type="checkbox"/> Partner(s) | <input type="checkbox"/> Limited | |
| | <input type="checkbox"/> General | |
| <input type="checkbox"/> Attorney-In-Fact | | |
| <input type="checkbox"/> Trustee(s) | | |
| <input type="checkbox"/> Guardian/Conservator | | |
| <input type="checkbox"/> Other: | | |

_____ Title or Type of Document

_____ Number of Pages

_____ Date of Document

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____ Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of-Attorney to local representatives of the bonding company must also be attached.

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS That

WHEREAS, the Authority of Palm Desert (hereinafter designated as the "Authority"), by action taken or a resolution passed June 12, 2025 has awarded to Tri-Star Contracting II, Inc., hereinafter designated as the "Principal," a contract for the work described as follows:

Demolition and Partial Removal of Water Feature at One Quail Place Apartments the "Project"); and

WHEREAS, the work to be performed by the Principal is more particularly set forth in the Contract Documents for the Project dated June 12, 2025, ("Contract Documents"), the terms and conditions of which are expressly incorporated by reference; and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the Authority in the penal sum of One Hundred Twenty Eight Thousand Three Hundred Sixty Two and 00/100 Dollars, (\$128,362.00) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 9100 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by Authority in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or

Contract No. _____

modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or Authority and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned and the provisions of sections 2819 and 2845 of the California Civil Code.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

(Corporate Seal)

Contractor/ Principal

By _____

Printed name: Bryan Willis

Title: President

(Corporate Seal) Surety

By: _____

Printed Name: _____

Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached. A Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

Notary Acknowledgment**Contract No.** _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capaAuthority(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPAAUTHORITY CLAIMED BY SIGNER**DESCRIPTION OF ATTACHED DOCUMENT**

- ☐ Individual
☐ Corporate Officer

Title(s)
☐ Partner(s) ☐ Limited
 ☐ General

- ☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for Contractor/Principal.

Notary Acknowledgment**Contract No.** _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPAAUTHORITY CLAIMED BY SIGNER

- ☐ Individual
☐ Corporate Officer

Title(s)

- ☐ Partner(s) ☐ Limited
 ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT_____
Title or Type of Document_____
Number of Pages_____
Date of Document_____
Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of-Attorney to local representatives of the bonding company must also be attached.

**PALM DESERT HOUSING AUTHORITY
SHORT FORM CONSTRUCTION CONTRACT**

1. Parties and Date. This Agreement is made and entered into this **12th** day of **June, 2025**, by and between the Palm Desert Housing Authority, a municipal corporation organized under the laws of the State of California with its principal place of business at 73-510 Fred Waring Drive, Palm Desert, California 92260-2578, ("Authority") and **Tri-Star Contracting II, Inc., a Corporation**, with its principal place of business at **15-501 Little Morongo Road, Desert Hot Springs, CA 92240** ("Vendor"). The Authority and Vendor are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. Recitals.

2.1 Authority. Authority is a public agency organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose.

2.2 Contractor. Contractor desires to perform and assume responsibility for the provision of certain construction services required by the Authority on the terms and conditions set forth in this Contract. Contractor represents that it is duly licensed and experienced in providing **Demolition** related construction services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the services in the State of California, and that it is familiar with the plans of Authority. The following license classifications are required for this Project: **Demolition and Partial Removal of Water Feature at One Quail Apartments**

2.3 Project.

The Authority is a public agency of the State of California and is in need of services for the following project:

**Demolition and Partial Removal of Water Feature at One Quail Apartments
Project No. CHA00012
(hereinafter referred to as "the Project")**

2.4 Project Documents & Certifications. Contractor has obtained, and delivers concurrently herewith, applicable performance bond, payment bond, insurance documents as required by the Contract.

3. Terms.

3.1 Incorporation of Documents. This Contract includes and hereby incorporates in full by reference the following documents, including all exhibits, drawings, specifications, and documents therein, and attachments and addenda thereto:

- Services/Schedule (Exhibit "A")
- Special Conditions (Exhibit "B")
- Contractor's Certificate Regarding Workers' Compensation (Exhibit "C")
- Public Works Contractor Registration Certification (Exhibit "D")
- Request for Proposal published on March 18, 2025 (Exhibit "E")
- Contractor's Bid (Exhibit "F")

3.1.1 Precedence. To the extent there is a conflict between any portions of this Contract, the order of precedence shall be as follows: change orders, special conditions, technical specifications, plans/construction drawings, general contract terms, scope of work, standard

plans, advertisements for bid/proposals, bids/proposals or other documents submitted by Contractor.

3.2 Contractor's Basic Obligation; Scope of Work. Contractor promises and agrees, at its own cost and expense, to furnish to the Authority all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately complete the Project, including all structures and facilities necessary for the Project or described in the Contract (hereinafter sometimes referred to as the "Work"), for a Total Contract Price as specified pursuant to this Contract. All Work shall be subject to, and performed in accordance with the above referenced documents, as well as the exhibits attached hereto and incorporated herein by reference. The plans and specifications for the Work are further described in Exhibit "A" attached hereto and incorporated herein by this reference. Special Conditions, if any, relating to the Work are described in Exhibit "B" attached hereto and incorporated herein by this reference.

3.2.1 Change in Scope of Work. Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition or deletion is approved in advance and in writing by a valid change order executed by the Authority ("Change Order").

3.2.1.1 Change Orders. Changes to the Contract Time (as defined in Section 3.3) or Total Contract Price shall be in the form of a written Change Order, either signed by both parties or issued unilaterally by the Authority. No adjustment shall be made to the Contract Time unless the delay impacts the critical path to completion and the delay was not caused in whole or in part by the Contractor. Failure to timely request a Change Order shall constitute a waiver of any right to adjust the Contract Time or the Total Contract Price. All requests for Change Orders shall be accompanied by detailed supporting documentation, including but not limited to payroll records, invoices, schedules, and any other documentation requested by the Authority for the purpose of determining the additional costs or the impact of any delay. If the change involves Work bid at a unit price, then the Total Contract Price shall be increased at the unit price. If there is no unit price, then the Total Contract Price shall be adjusted to account for costs actually incurred plus an allowed mark-up of fifteen percent (15%), which shall constitute the entire amount of profit, mark-ups, field or home office overhead costs, including personnel, equipment or office space, any materials, or any costs of equipment idle time for such work. Nothing herein shall prevent the Parties from agreeing to a lump sum cost.

(A) Changes Ordered By Authority. Authority may at any time issue a written directive ordering additions, deletions, or changes to the Work. Contractor shall proceed with the work in accordance with the directive. To the extent the directive results in extra work or requires additional Contract Time, Contractor shall request a Change Order within seven (7) days of receiving the Work Directive. If any costs are not capable of being determined within seven (7) days, then Contractor shall request a Change Order within seven (7) days of when the costs are capable of being determined.

(B) Changes Requested By Contractor. With respect to any matter that may involve or require an adjustment to the Contract Time or the Contract Price, Contractor shall provide written notice of the underlying facts and circumstances that gave rise to the potential change within seven (7) days or prior to the alteration of conditions, whichever is earlier. Failure to give notice shall constitute a waiver of Contractor's right to a change order. If any costs are not capable of being determined within seven (7) days, then Contractor shall request a Change Order within seven (7) days of when the costs are capable of being determined.

3.2.2 Substitutions/"Or Equal". Pursuant to Public Contract Code section 3400(b), the Authority may make a finding that designates certain products, things, or services by specific brand or trade name. Unless specifically designated in this Contract, whenever any material, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such Specifications shall be deemed to be used for the purpose of facilitating the description of the material, process or article desired and shall be deemed to be followed by the words "or equal".

Contractor may, unless otherwise stated, offer for substitution any material, process or article which shall be substantially equal or better in every respect to that so indicated or specified in this Contract. However, the Authority may have adopted certain uniform standards for certain materials, processes, and articles. Contractor shall submit requests, together with substantiating data, for substitution of any "or equal" material, process, or article no later than thirty-five (35) days after award of the Contract. To facilitate the construction schedule and sequencing, some requests may need to be submitted before thirty-five (35) days after award of Contract. Provisions regarding submission of "or equal" requests shall not in any way authorize an extension of time for performance of this Contract. If a proposed "or equal" substitution request is rejected, Contractor shall be responsible for providing the specified material, process, or article. The burden of proof as to the equality of any material, process or article shall rest with Contractor.

The Authority has the complete and sole discretion to determine if a material, process, or article is an "or equal" material, process or article that may be substituted. Data required to substantiate requests for substitutions of an "or equal" material, process or article data shall include a signed affidavit from Contractor stating that, and describing how, the substituted "or equal" material, process or article is equivalent to that specified in every way except as listed on the affidavit. Substantiating data shall include any and all illustrations, specifications, and other relevant data including catalog information which describes the requested substituted "or equal" material, process or article, and substantiates that it is an "or equal" to the material, process or article. The substantiating data must also include information regarding the durability and lifecycle cost of the requested substituted "or equal" material, process, or article. Failure to submit all the required substantiating data, including the signed affidavit, to the Authority in a timely fashion will result in the rejection of the proposed substitution.

Contractor shall bear all of the Authority's costs associated with the review of substitution requests. Contractor shall be responsible for all costs related to a substituted "or equal" material, process, or article. Contractor is directed to the Special Conditions (if any) to review any findings made pursuant to Public Contract Code section 3400.

3.3 Period of Performance and Liquidated Damages. Contractor shall perform and complete all Work under this Contract within **60** days, beginning the effective date of the Notice to Proceed ("Contract Time"). Contractor shall perform its Work in strict accordance with any completion schedule, construction schedule or project milestones developed by the Authority. Such schedules or milestones may be included as part of Exhibits "A" or "B" attached hereto or may be provided separately in writing to Contractor. Contractor agrees that if such Work is not completed within the aforementioned Contract Time and/or pursuant to any such completion schedule, construction schedule or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged and agreed that the Authority will suffer damage. Pursuant to Government Code Section 53069.85, Contractor shall pay to the Authority as fixed and liquidated damages the sum of **Five Hundred Dollars (\$500)** per day for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule, or Project milestones established pursuant to the Contract.

3.4 Standard of Performance; Performance of Employees. Contractor shall perform all Work under this Contract in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Work. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them. Finally, Contractor represents that it, its employees, and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Work, including a Authority Business License, and that such licenses and approvals shall be maintained throughout the term of this Contract. Contractor shall perform, at its own cost and expense and without reimbursement from the Authority, any work necessary to correct errors or omissions which are caused by Contractor's failure to comply with the standard of care provided for herein. Any employee who is determined by the Authority to be uncooperative, incompetent, a threat to the safety of persons or the Work, or any employee who fails or refuses to perform the Work in a manner acceptable to the Authority, shall be promptly removed from the Project by Contractor and shall not be re-employed on the Work.

3.5 Control and Payment of Subordinates; Contractual Relationship. Authority retains Contractor on an independent contractor basis and Contractor is not an employee of Authority. Any additional personnel performing the work governed by this Contract on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance under this Contract and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

3.6 Authority's Basic Obligation. Authority agrees to engage and does hereby engage Contractor to furnish all materials and to perform all Work according to the terms and conditions herein contained for the sum set forth above. Except as otherwise provided in the Contract, the Authority shall pay to Contractor, as full consideration for the satisfactory performance by Contractor of the services and obligations required by this Contract, the below-referenced compensation in accordance with compensation provisions set forth in the Contract.

3.7 Compensation and Payment.

3.7.1 Amount of Compensation. As consideration for performance of the Work required herein, Authority agrees to pay Contractor the Total Contract Price of **One Hundred Twenty-Eight Thousand Three Hundred Sixty Two Dollars and 00/Cents (\$128,362.00)** ("Total Contract Price") provided that such amount shall be subject to adjustment pursuant to the applicable terms of this Contract or written Change Orders approved and signed in advance by the Authority.

3.7.2 Payment of Compensation. If the Work is scheduled for completion in thirty (30) or less calendar days, Authority will arrange for payment of the Total Contract Price upon completion and approval by Authority of the Work. If the Work is scheduled for completion in more than thirty (30) calendar days, Authority will pay Contractor on a monthly basis as provided for herein. On or before the fifth (5th) day of each month, Contractor shall submit to the Authority an itemized application for payment in the format supplied by the Authority indicating the amount of Work completed since commencement of the Work or since the last progress payment. These applications shall be supported by evidence which is required by this Contract and such other documentation as the Authority may require. The Contractor shall certify that the Work for which payment is requested has been done and that the materials listed are stored where indicated. Contractor may be required to furnish a detailed schedule of values upon request of the Authority

and in such detail and form as the Authority shall request, showing the quantities, unit prices, overhead, profit, and all other expenses involved in order to provide a basis for determining the amount of progress payments. Contractor shall submit its final invoice to Authority within thirty (30) days from the last date of the Work or termination in accordance with this Contract and failure by the Contractor to submit a timely invoice shall constitute a waiver of its right to final payment.

3.7.3 Prompt Payment. Authority shall review and pay all progress payment requests in accordance with the provisions set forth in Section 20104.50 of the California Public Contract Code. No progress payments will be made for Work not completed in accordance with this Contract. Contractor shall comply with all applicable laws, rules and regulations relating to the proper payment of its employees, subcontractors, suppliers, or others.

3.7.4 Contract Retentions. From each approved progress estimate, 5% will be deducted and retained by the Authority, and the remainder will be paid to Contractor. All Contract retention shall be released and paid to Contractor and subcontractors pursuant to California Public Contract Code section 7107.

3.7.5 Other Retentions. In addition to Contract retentions, the Authority may deduct from each progress payment an amount necessary to protect Authority from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the Authority in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract Price or within the Contract Time; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by Authority during the prosecution of the Work; (9) erroneous or false estimates by Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages as determined by the Authority, incurred by the Authority for which Contractor is liable under the Contract; and (11) any other sums which the Authority is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the Authority to deduct any of these sums from a progress payment shall not constitute a waiver of the Authority's right to such sums.

3.7.6 Substitutions for Contract Retentions. In accordance with California Public Contract Code section 22300, the Authority will permit the substitution of securities for any monies withheld by the Authority to ensure performance under the Contract. At the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with the Authority, or with a state or federally chartered bank in California as the escrow agent, and thereafter the Authority shall then pay such monies to Contractor as they come due. Upon satisfactory completion of the Contract, the securities shall be returned to Contractor. For purposes of this Section and Section 22300 of the Public Contract Code, the term "satisfactory completion of the contract" shall mean the time the Authority has issued written final acceptance of the Work and filed a Notice of Completion as required by law and provisions of this Contract. Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon. The escrow agreement used for the purposes of this Section shall be in the form provided by the Authority.

3.7.7 Payment to Subcontractors. Contractor shall pay all subcontractors for and on account of work performed by such subcontractors in accordance with the terms of their respective subcontracts and as provided for in Section 7108.5 of the California Business and

Professions Code. Such payments to subcontractors shall be based on the measurements and estimates made and progress payments provided to Contractor pursuant to this Contract.

3.7.8 Title to Work. As security for partial, progress, or other payments, title to Work for which such payments are made shall pass to the Authority at the time of payment. To the extent that title has not previously been vested in the Authority by reason of payments, full title shall pass to the Authority at delivery of the Work at the destination and time specified in this Contract. Such transferred title shall in each case be good, free, and clear from any and all security interests, liens, or other encumbrances. Contractor promises and agrees that it will not pledge, hypothecate, or otherwise encumber the items in any manner that would result in any lien, security interest, charge, or claim upon or against said items. Such transfer of title shall not imply acceptance by the Authority, nor relieve Contractor from the responsibility to strictly comply with the Contract and shall not relieve Contractor of responsibility for any loss of or damage to items.

3.7.9 Labor and Material Releases. Contractor shall furnish Authority with labor and material releases from all subcontractors performing work on, or furnishing materials for, the Work governed by this Contract prior to final payment by Authority.

3.8 Labor

3.8.1 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request and shall post copies at the Contractor's principal place of business and at the Project site. Contractor shall defend, indemnify, and hold the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers and representatives free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

3.8.2 Apprenticeable Crafts. When Contractor employs workmen in an apprenticeable craft or trade, Contractor shall comply with the provisions of Section 1777.5 of the California Labor Code with respect to the employment of properly registered apprentices upon public works. The primary responsibility for compliance with said section for all apprenticeable occupations shall be with Contractor. The Contractor or any subcontractor that is determined by the Labor Commissioner to have knowingly violated Section 1777.5 shall forfeit as a civil penalty an amount not exceeding \$100 for each full calendar day of noncompliance, or such greater amount as provided by law.

3.8.3 Hours of Work. Contractor is advised that eight (8) hours labor constitutes a legal day's work. Pursuant to Section 1813 of the California Labor Code, Contractor shall forfeit a penalty of \$25.00 per worker for each day that each worker is permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, except when payment for overtime is made at not less than one and one-half (1-1/2) times the basic rate for that worker.

3.8.4 Payroll Records. Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor in the manner provided in Labor Code section 1776. In the event of noncompliance with the requirements of this section, Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects such Contractor must comply with this section. Should noncompliance still be evident after such 10-day period, Contractor shall, as a penalty to Authority, forfeit not more than \$100.00 for each calendar day or portion thereof, for each worker, until strict compliance is effectuated. The amount of the forfeiture is to be determined by the Labor Commissioner. A contractor who is found to have violated the provisions of law regarding wages on Public Works with the intent to defraud shall be ineligible to bid on Public Works contracts for a period of one to three years as determined by the Labor Commissioner. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due. The responsibility for compliance with this section is on Contractor. In accordance with Labor Code section 1771.4, the Contractor and each subcontractor shall furnish the certified payroll records directly to the DIR on a weekly basis and in the format prescribed by the DIR, which may include electronic submission. The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

3.8.5 Contractor and Subcontractor Registration. Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted, nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. Contractor is directed to review, fill out and execute the Public Works Contractor Registration Certification attached hereto as Exhibit "D" prior to contract execution. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

3.8.6 Labor Compliance; Stop Orders. This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be the Contractor's sole responsibility to evaluate and pay the cost of complying with all labor compliance requirements under this Contract and applicable law. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Work, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay subject to any applicable liquidated damages and shall not be compensable by the Authority. Contractor shall defend, indemnify, and hold the Authority and their respective officers, agents, employees, volunteers, and representatives free and harmless from any claim or liability arising

out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

3.9 Performance of Work; Jobsite Obligations.

3.9.1 Water Quality Management and Compliance.

3.9.1.1 Water Quality Management and Compliance. Contractor shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Work including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); local ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State.

3.9.1.2 Compliance with the Statewide Construction General Permit. Contractor shall comply with all conditions of the most recent iteration of the National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Construction Activity, issued by the California State Water Resources Control Board ("Permit"). It shall be Contractor's sole responsibility to file a Notice of Intent and procure coverage under the Permit for all construction activity which results in the disturbance of more than one acre of total land area, or which is part of a larger common area of development or sale. Prior to initiating work, Contractor shall be solely responsible for preparing and implementing a Storm Water Pollution Prevention Plan (SWPPP) as required by the Permit. Contractor shall be responsible for procuring, implementing, and complying with the provisions of the Permit and the SWPPP, including the standard provisions, and monitoring and reporting requirements as required by the Permit. The Permit requires the SWPPP to be a "living document" that changes as necessary to meet the conditions and requirements of the job site as it progresses through difference phases of construction and is subject to different weather conditions. It shall be Contractor's sole responsibility to update the SWPPP as necessary to address conditions at the project site.

3.9.1.3 Other Water Quality Rules Regulations and Policies. Contractor shall comply with the lawful requirements of any applicable municipality, drainage Authority, or local agency regarding discharges of storm water to separate storm drain systems or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.

3.9.1.4 Cost of Compliance. Storm, surface, nuisance, or other waters may be encountered at various times during construction of the Work. Therefore, the Contractor, hereby acknowledges that it has investigated the risk arising from such waters and assumes any and all risks and liabilities arising therefrom.

3.9.1.5 Liability for Non-Compliance. Failure to comply with the Permit is a violation of federal and state law. Pursuant to the indemnification provisions of this Contract, Contractor hereby agrees to defend, indemnify, and hold harmless the Authority and their respective directors, officers, agents, employees, volunteers, and representatives for any alleged violations. In addition, Authority may seek damages from Contractor for any delay in completing the Work in accordance with the Contract, if such delay is caused by or related to Contractor's failure to comply with the Permit.

3.9.1.6 Reservation of Right to Defend. Authority reserves the right to defend any enforcement action brought against the Authority for Contractor's failure to comply with the Permit or any other relevant water quality law, regulation, or policy. Pursuant to the indemnification provisions of this Contract, Contractor hereby agrees to be bound by, and to reimburse the Authority for the costs (including the Authority's attorney's fees) associated with, any settlement reached between the Authority and the relevant enforcement entity.

3.9.1.7 Training. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the work assigned to them without impacting water quality in violation of the laws, regulations and policies described in paragraph 3.9.1. Contractor further warrants that it, its employees, and subcontractors will receive adequate training, as determined by Authority, regarding the requirements of the laws, regulations and policies described in paragraph 3.9.1 as they may relate to the Work provided under this Contract. Upon request, Authority will provide the Contractor with a list of training programs that meet the requirements of this paragraph.

3.9.2 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. Contractor shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work. In carrying out its Work, Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Work and the conditions under which the Work is to be performed. Safety precautions as applicable shall include, but shall not be limited to, adequate life protection and lifesaving equipment; adequate illumination for underground and night operations; instructions in accident prevention for all employees, such as machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and adequate facilities for the proper inspection and maintenance of all safety measures. Furthermore, Contractor shall prominently display the names and telephone numbers of at least two medical doctors practicing in the vicinity of the Project, as well as the telephone number of the local ambulance service, adjacent to all telephones at the Project site.

3.9.3 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules and regulations in any manner affecting the performance of the Contract or the Work, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with the Work. If Contractor observes that the drawings or specifications are at variance with any law, rule, or regulation, it shall promptly notify the Authority in writing. Any necessary changes shall be made by written Change Order. If Contractor performs any work knowing it to be contrary to such laws, rules, and regulations and without giving written notice to the Authority, Contractor shall be solely responsible for all costs arising therefrom. Authority is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Contract to the same extent as though set forth herein and will be complied with.

3.9.4 Permits and Licenses. Contractor shall be responsible for securing Authority permits and licenses necessary to perform the Work described herein, including, but not limited to, any required business license. While Contractor will not be charged a fee for any Authority permits, Contractor shall pay the Authority's business license fee, if any. Any ineligible contractor or subcontractor pursuant to Labor Code Sections 1777.1 and 1777.7 may not perform work on this Project.

3.9.5 Trenching Work. If the Total Contract Price exceeds \$25,000 and if the Work governed by this Contract entails excavation of any trench or trenches five (5) feet or more in depth, Contractor shall comply with all applicable provisions of the California Labor Code, including Section 6705. To this end, Contractor shall submit for Authority's review and approval a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

3.9.6 Hazardous Materials and Differing Conditions. As required by California Public Contract Code section 7104, if this Contract involves digging trenches or other excavations that extend deeper than four (4) feet below the surface, Contractor shall promptly, and prior to disturbance of any conditions, notify Authority of: (1) any material discovered in excavation that Contractor believes to be a hazardous waste that is required to be removed to a Class I, Class II or Class III disposal site; (2) subsurface or latent physical conditions at the site differing from those indicated by Authority; and (3) unknown physical conditions of an unusual nature at the site, significantly different from those ordinarily encountered in such contract work. Upon notification, Authority shall promptly investigate the conditions to determine whether a Change Order is appropriate. In the event of a dispute, Contractor shall not be excused from any scheduled completion date and shall proceed with all Work to be performed under the Contract but shall retain all rights provided by the Contract or by law for making protests and resolving the dispute.

3.9.7 Underground Utility Facilities. To the extent required by Section 4215 of the California Government Code, Authority shall compensate Contractor for the costs of: (1) locating and repairing damage to underground utility facilities not caused by the failure of Contractor to exercise reasonable care; (2) removing or relocating underground utility facilities not indicated in the construction drawings; and (3) equipment necessarily idled during such work. Contractor shall not be assessed liquidated damages for delay caused by failure of Authority to provide for removal or relocation of such utility facilities.

3.9.8 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the California Air Resources Board (CARB). Although CARB limits and requirements are broader, Contractor shall specifically be aware of their application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify Authority against any fines or penalties imposed by CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Contract.

3.9.9 State Recycling Mandates. Contractor shall comply with State Recycling Mandates. Any recyclable materials/debris collected by the Contractor that can be feasibly diverted via reuse or recycling must be hauled by the appropriate handler for reuse or recycling.

3.9.10 Inspection Of Site. Contractor has visited sites where Work is to be performed and has become acquainted with all conditions affecting the Work. Contractor warrants that it has made such examinations as it deems necessary to determine the condition of the Work sites, its accessibility to materials, workmen and equipment, and to determine the Contractor's ability to protect existing surface and subsurface improvements. No claim for allowances—time or money—will be allowed as to such matters.

3.9.11 Field Measurements. Contractor shall make field measurements, verify field conditions, and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents before commencing activities. Errors, inconsistencies, or omissions discovered shall be reported to the Authority immediately and prior to performing any work or altering the condition.

3.9.12 Removal of Waste and Debris. Contractor shall remove at its own expense all rubbish and waste materials resulting from its operations, including any material that may fall in swimming pools, lagoons, or other water features. If on private property, Contractor must obtain permission from the property owner prior to removing debris. All debris must be removed before the end of the day unless otherwise directed by Authority or Authority's agent.

3.9.13 Notifications to Authority and Residents. The Contractor shall acknowledge that the Authority provides forty-eight (48) hours' notice in advance of the start of any Work that is to occur at any residential unit. Contractor shall provide sufficient notice to the Authority before beginning any such Work so that the Authority may provide timely notice to residents.

3.9.14 Paths of Travel. Pedestrian paths of travel must be maintained free of obstructions and hazardous conditions, except where the condition is necessary for completion of the Work. To the extent any portion of the Work requires obstructing pedestrian paths of travel, the Work shall be performed so as to minimize the extent of the obstruction. Where Contractor's operations may create hazardous conditions to pedestrian paths of travel, appropriate signing and barricades shall be installed to safely route pedestrians around the impacted area. The Authority shall be given at least 48-hours' notice prior to the creation of any condition affecting pedestrian paths of travel.

3.10 Completion of Work. When Contractor determines that it has completed the Work required herein, Contractor shall so notify Authority in writing and shall furnish all labor and material releases required by this Contract. Authority shall thereupon inspect the Work. If the Work is not acceptable to the Authority, the Authority shall indicate to Contractor in writing the specific portions or items of Work which are unsatisfactory or incomplete. Once Contractor determines that it has completed the incomplete or unsatisfactory Work, Contractor may request a re-inspection by the Authority. Once the Work is acceptable to Authority, Authority shall pay to Contractor the Total Contract Price remaining to be paid, less any amount which Authority may be authorized or directed by law to retain.

3.11 Claims: Government Code Claim Compliance.

3.11.1 Except as otherwise provided in this Contract, if any dispute shall arise between the Authority and Contractor regarding performance of the Work, or any alleged change in the Work, Contractor shall timely perform the disputed work and shall give written notice of a claim for additional compensation for the work to the Authority within three (3) days after commencement of the disputed work. Contractor's failure to give written notice within the three (3)-day period constitutes an agreement by Contractor that it will receive no extra compensation for the disputed work and shall constitute a waiver of the right to further pursue the claim under the Contract or at law.

3.11.1.1 Intent. Effective January 1, 1991, Section 20104 et seq., of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial supervised mediation, and judicial arbitration to resolve disputes on construction claims of \$375,000 or less. Effective January 1, 2017, Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Section is to implement Sections 20104 et seq. and Section 9204 of the

California Public Contract Code. This Section shall be construed to be consistent with all applicable law, including but not limited to these statutes.

3.11.1.2 Claims. For purposes of this Section, "Claim" means a separate demand by the Contractor for:

(A) An adjustment to the time for completion including, without limitation, for relief from damages or penalties for delay assessed by the Authority;

(B) Payment by the Authority of money or damages arising from Work done by or on behalf of the Contractor pursuant to the Contract, payment for which is not otherwise expressly provided or to which the Contractor is not otherwise entitled; or

(C) An amount the payment of which is disputed by the Authority.

A "Claim" does not include any demand for payment for which the Contractor has failed to provide notice, request a Change Order, or otherwise failed to follow any procedures contained in the Contract Documents.

3.11.1.3 Filing Claims. Claims governed by this Section may not be filed unless and until the Contractor completes any and all requirements of the Contract Documents pertaining to notices and requests for changes to the Contract Time or Contract Price, and Contractor's request for a change has been denied in whole or in part. Claims governed by this Section must be filed no later than thirty (30) days after a request for change has been denied in whole or in part or after any other event giving rise to the Claim. The Claim shall be submitted in writing to the Authority and shall include on its first page the following words in 16-point capital font: "THIS IS A CLAIM." The Claim shall include all the information and documents necessary to substantiate the Claim, including but not limited to those identified below. Nothing in this Section is intended to extend the time limit or supersede notice requirements otherwise provided by Contract Documents. Failure to follow such contractual requirements shall bar any Claims or subsequent proceedings for compensation or payment thereon.

3.11.1.4 Supporting Documentation. The Contractor shall submit all claims in the following format:

(A) Summary description of Claim including basis of entitlement, merit and amount of time or money requested, with specific reference to the Contract Document provisions pursuant to which the Claim is made

(B) List of documents relating to claim:

(1) Specifications

(2) Drawings

(3) Clarifications (Requests for Information)

(4) Schedules

(5) Other

(C) Chronology of events and correspondence

- (D) Narrative analysis of claim merit
- (E) Analysis of Claim cost, including calculations and supporting documents
- (F) Time impact analysis in CPM format

3.11.1.5 Authority's Response. Upon receipt of a Claim pursuant to this Section, the Authority shall conduct a reasonable review of the Claim and, within a period not to exceed 45 days, shall provide the Contractor a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the Claim will be processed and made within 60 days after the Authority issues its written statement.

(A) If the Authority needs approval from its governing body to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the Claim, and the Authority's governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a Claim sent by registered mail or certified mail, return receipt requested, the Authority shall have up to three (3) days following the next duly publicly noticed meeting of the Authority's governing body after the 45-day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

(B) Within 30 days of receipt of a Claim, the Authority may request in writing additional documentation supporting the Claim or relating to defenses or Claims the Authority may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the Authority and the Contractor. The Authority's written response to the Claim, as further documented, shall be submitted to the Contractor within 30 days (if the Claim is less than \$50,000, within 15 days) after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

3.11.1.6 Meet and Confer. If the Contractor disputes the Authority's written response, or the Authority fails to respond within the time prescribed, the Contractor may so notify the Authority, in writing, either within 15 days of receipt of the Authority's response or within 15 days of the Authority's failure to respond within the time prescribed, respectively, and demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, the Authority shall schedule a meet and confer conference within 30 days for settlement of the dispute.

3.11.1.7 Mediation. Within 10 business days following the conclusion of the meet and confer conference, if the Claim or any portion of the Claim remains in dispute, the Authority shall provide the Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the Claim shall be processed and made within 60 days after the Authority issues its written statement. Any disputed portion of the Claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with the Authority and the Contractor sharing the associated costs equally. The public entity and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the Claim has been identified in writing, unless the parties agree to select a mediator at a later time.

(A) If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

(B) For purposes of this Section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this Section.

(C) Unless otherwise agreed to by the Authority and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(D) The mediation shall be held no earlier than the date the Contractor completes the Work or the date that the Contractor last performs Work, whichever is earlier. All unresolved Claims shall be considered jointly in a single mediation unless a new unrelated Claim arises after mediation is completed.

3.11.1.8 Procedures After Mediation. If following the mediation, the Claim or any portion remains in dispute, the Contractor must file a Claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code prior to initiating litigation. For purposes of those provisions, the running of the period of time within which a Claim must be filed shall be tolled from the time the Contractor submits his or her written Claim pursuant to subdivision (a) until the time the Claim is denied, including any period of time utilized by the meet and confer conference.

3.11.1.9 Civil Actions. The following procedures are established for all civil actions filed to resolve Claims of \$375,000 or less:

(A) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the terms of this Contract. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.

(B) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1114.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration. In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

3.11.1.10 Government Code Claim Procedures.

(A) This Section does not apply to tort claims and nothing in this Section is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.5 of Title 1 of the Government Code.

(B) In addition to any and all requirements of the Contract Documents pertaining to notices of and requests for adjustment to the Contract Time, Contract Price, or compensation or payment for additional work, disputed Work, construction claims and/or changed conditions, the Contractor must comply with the claim procedures set forth in Government Code Section 900, et seq. prior to filing any lawsuit against the Authority.

(C) Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to adjustment of the Contract Time or Contract Price for additional work, disputed Work, construction claims, and/or changed conditions have been followed by Contractor. If Contractor does not comply with the Government Code claim procedure or the prerequisite contractual requirements, Contractor may not file any action against the Authority.

(D) A Government Code claim must be filed no earlier than the date the Work is completed or the date the Contractor last performs Work on the Project, whichever occurs first. A Government Code claim shall be inclusive of all unresolved Claims known to Contractor or that should reasonably be known to Contractor excepting only new unrelated Claims that arise after the Government Code claim is submitted.

3.11.1.11 Non-Waiver. The Authority's failure to respond to a Claim from the Contractor within the time periods described in this Section or to otherwise meet the time requirements of this Section shall result in the Claim being deemed rejected in its entirety and shall not constitute a waiver of any rights under this Section.

3.12 Loss and Damage. Except as may otherwise be limited by law, Contractor shall be responsible for all loss and damage which may arise out of the nature of the Work agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the Work until the same is fully completed and accepted by Authority. In the event of damage proximately caused by an Act of God, as defined by Section 7105 of the Public Contract Code, the Authority may terminate this Contract pursuant to the termination provisions provided herein; provided, however, that the Authority needs to provide Contractor with only one (1) day advanced written notice.

3.13 Indemnification.

3.13.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the Authority and their respective officers, agents, employees, volunteers and representatives free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's services, the Project or this Contract, including without limitation the payment of all expert witness fees, attorneys' fees and other related costs and expenses except such Claims caused by the sole or active negligence or willful misconduct of the Authority. Notwithstanding the foregoing, to the extent required by Civil

Code section 2782, Contractor's indemnity obligation shall not apply to liability for damages for death or bodily injury to persons, injury to property, or any other loss, damage or expense arising from the sole or active negligence or willful misconduct of the Authority or the Authority's agents, servants, or independent contractors who are directly responsible to the Authority, or for defects in design furnished by those persons.

3.13.2 Additional Indemnity Obligations. Contractor shall defend, with counsel of Authority's choosing and at Contractor's own cost, expense, and risk, any and all Claims covered by this section that may be brought or instituted against the Authority and their respective officers, agents, employees, volunteers and representatives. In addition, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against the Authority and their respective officers, agents, employees, volunteers, and representatives as part of any such claim, suit, action, or other proceeding. Contractor shall also reimburse the Authority for the cost of any settlement paid by the Authority and their respective officers, agents, employees, volunteers, and representatives as part of any such claim, suit, action, or other proceeding. Such reimbursement shall include payment for Authority's attorney's fees and costs, including expert witness fees. Contractor shall reimburse the Authority and their respective officers, agents, employees, volunteers, and representatives, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall survive expiration or termination of this Contract, and shall not be restricted to insurance proceeds, if any, received by the Contractor, the Authority and their respective officers, agents, employees, volunteers and representatives.

3.14 Insurance.

3.14.1 Minimum Requirements. Without limiting Contractor's indemnification of the Authority, and prior to commencement of Work, Contractor shall obtain, provide and maintain at its own expense during the term of this Contract, policies of insurance of the type and amounts described below and in a form that is satisfactory to the Authority.

3.14.1.1 General Liability Insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, and a \$2,000,000 completed operations aggregate. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

3.14.1.2 Automobile Liability Insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Work to be performed under this Contract, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

3.14.1.3 Umbrella or Excess Liability Insurance. Contractor may opt to utilize umbrella or excess liability insurance in meeting insurance requirements. In such circumstances, Contractor may obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury, and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability, automobile liability and employer's liability. Such policy or policies shall include the following terms and conditions:

- (A) A drop-down feature requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;
- (B) Pay on behalf of wording as opposed to reimbursement;
- (C) Concurrency of effective dates with primary policies;
- (D) Policies shall “follow form” to the underlying primary policies; and
- (E) Insureds under primary policies shall also be insureds under the umbrella or excess policies.

3.14.1.4 Workers’ Compensation Insurance. Contractor may maintain Workers’ Compensation Insurance (Statutory Limits) and Employer’s Liability Insurance (with limits of at least \$1,000,000) for Contractor’s employees in accordance with the laws of the State of California, Section 3700 of the Labor Code. In addition, Contractor shall require each subcontractor to similarly maintain Workers’ Compensation Insurance and Employer’s Liability Insurance in accordance with the laws of the State of California, Section 3700 for all of the subcontractor’s employees. Contractor shall submit to Authority, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the Authority and their respective officers, agents, employees, volunteers, and representatives.

3.14.1.5 Pollution Liability Insurance Environmental Impairment Liability Insurance shall be written on a Contractor’s Pollution Liability form or other form acceptable to the Authority providing coverage for liability arising out of sudden, accidental, and gradual pollution and remediation. The policy limit shall be no less than \$1,000,000 dollars per claim and in the aggregate. All activities contemplated in this Contract shall be specifically scheduled on the policy as “covered operations”. The policy shall provide coverage for the hauling of waste from the Project site to the final disposal location, including non-owned disposal sites.

3.14.1.6 Builder’s Risk Insurance. [RESERVED]

3.14.2 Other Provisions or Requirements

3.14.2.1 Proof of Insurance. Contractor shall provide certificates of insurance to Authority as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers’ compensation. Insurance certificates and endorsements must be approved by Authority’s Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with Authority at all times during the term of this contract. Authority reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.14.2.2 Duration of Coverage. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Contractor, its agents, representatives, employees, or subcontractors. Contractor must maintain general liability and umbrella or excess liability insurance for as long as there is a statutory exposure to completed operations claims. The Authority and their respective officers, agents, employees, volunteers, and representatives shall continue as additional insureds under such policies.

3.14.2.3 Primary/Non-Contributing. Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by Authority shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of Authority before the Authority's own insurance or self-insurance shall be called upon to protect it as a named insured.

3.14.2.4 Products/Completed Operations Coverage. Products/completed operations coverage shall extend a minimum of three (3) years after project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the Policy must include work performed "by or on behalf" of the insured. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer. The Authority and their respective officers, agents, employees, volunteers, and representatives shall be included as additional insureds under the Products and Completed Operations coverage.

3.14.2.5 Authority's Rights of Enforcement. In the event any policy of insurance required under this Contract does not comply with these requirements, or is canceled and not replaced, Authority has the right, but not the duty, to obtain the insurance it deems necessary, and any premium paid by Authority will be promptly reimbursed by Contractor, or Authority will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, Authority may cancel this Contract.

3.14.2.6 Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the Authority's Risk Manager.

3.14.2.7 Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the Authority and their respective officers, agents, employees, volunteers, and representatives, or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against the Authority and their respective officers, agents, employees, volunteers, and representatives and shall require similar written express waivers and insurance clauses from each of its subcontractors.

3.14.2.8 Enforcement of Contract Provisions (non-estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of the Authority to inform Contractor of non-compliance with any requirement imposes no additional obligations on the Authority nor does it waive any rights hereunder.

3.14.2.9 Requirements Not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Contractor maintains higher limits than the minimums

shown above, the Authority requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Authority.

3.14.2.10 Notice of Cancellation. Contractor agrees to oblige its insurance agent or broker and insurers to provide the Authority with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

3.14.2.11 Additional Insured Status. General liability, automobile liability, and if applicable, pollution liability policies shall provide or be endorsed to provide that the Authority and their respective officers, agents, employees, volunteers, and representatives shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies. Coverage shall be at least as broad as coverage provided by ISO's Owners, Lessees, or Contractors Additional Insured Endorsement for the ongoing (i.e. ISO Form CG 20 10 07 04) and completed operations (i.e. ISO Form CG 20 37 07 04) of Contractor.

3.14.2.12 Prohibition of Undisclosed Coverage Limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to Authority and approved of in writing.

3.14.2.13 Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

3.14.2.14 Pass Through Clause. Contractor agrees to ensure that its sub-consultants, sub-contractors, and any other party involved with the Project who is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the Project will be submitted to Authority for review.

3.14.2.15 Authority's Right to Revise Requirements. The Authority or its Risk Manager reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the Authority and Contractor may renegotiate Contractor's compensation. If the Authority reduces the insurance requirements, the change shall go into effect immediately and require no advanced written notice.

3.14.2.16 Self-Insured Retentions. Any self-insured retentions must be declared to and approved by Authority. Authority reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by Authority.

3.14.2.17 Timely Notice of Claims. Contractor shall give Authority prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Contract, and that involve or may involve coverage under any of the required liability policies.

3.14.2.18 Additional Insurance. Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.

3.15 Bond Requirements.

3.15.1 Payment Bond. If required by law or otherwise specifically requested by Authority in Exhibit "B" hereto and incorporated herein by reference, Contractor shall execute and provide to Authority concurrently with this Contract a Payment Bond in an amount required by the Authority and in a form provided or approved by the Authority. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the Authority.

3.15.2 Performance Bond. If specifically requested by Authority in Exhibit "B" and Exhibit "E" attached hereto and incorporated herein by reference, Contractor shall execute and provide to Authority concurrently with this Contract a Performance Bond in an amount required by the Authority and in a form provided or approved by the Authority. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the Authority.

3.15.3 Bond Provisions. Should, in the Authority's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the effected bond within (ten) 10 days of receiving notice from the Authority. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the Authority, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Contract until any replacement bonds required by this Section are accepted by the Authority. To the extent, if any, that the Total Contract Price is increased in accordance with the Contract, Contractor shall, upon request of the Authority, cause the amount of the bond to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the Authority. If Contractor fails to furnish any required bond, the Authority may terminate the Contract for cause.

3.15.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in California Code of Civil Procedure Section 995.120, shall be accepted. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the Authority.

3.16 Warranty. Contractor warrants all Work under the Contract (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the Work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Contract or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the Authority of any defect in the Work or non-conformance of the Work to the Contract, commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the Authority in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its defective Work or which becomes damaged in the course of repairing or replacing defective Work. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated

for an additional one-year period, commencing with the date of acceptance of such corrected Work. Contractor shall perform such tests as the Authority may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the Authority, regardless of whether or not such warranties and guarantees have been transferred or assigned to the Authority by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the Authority. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the Authority, the Authority shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the Authority for any expenses incurred hereunder upon demand.

3.17 Employee/Labor Certifications.

3.17.1 Contractor's Labor Certification. By its signature hereunder, Contractor certifies that he is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code and agrees to comply with such provisions before commencing the performance of the Work. A certification form for this purpose, which is attached to this Contract as Exhibit "C" and incorporated herein by reference, shall be executed simultaneously with this Contract.

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

3.17.3 Verification of Employment Eligibility. By executing this Contract, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subcontractors and sub-subcontractors to comply with the same.

3.18 General Provisions.

3.18.1 Authority's Representative. The Authority hereby designates **Jessica Gonzales, Housing Manager**, or his or her designee, to act as its representative for the performance of this Contract ("Authority's Representative"). Authority's Representative shall have the power to act on behalf of the Authority for all purposes under this Contract except for increasing the Total Contract Price. Contractor shall not accept direction or orders from any person other than the Authority's Representative or his or her designee.

3.18.2 Contractor's Representative. Before starting the Work, Contractor shall submit in writing the name, qualifications, and experience of its proposed representative who shall be subject to the review and approval of the Authority ("Contractor's Representative"). Following approval by the Authority, Contractor's Representative shall have full authority to represent and

act on behalf of Contractor for all purposes under this Contract. Contractor's Representative shall supervise and direct the Work, using his best skill and attention, and shall be responsible for all construction means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Work under this Contract. Contractor's Representative shall devote full time to the Project and either he or his designee, who shall be acceptable to the Authority, shall be present at the Work site at all times that any Work is in progress and at any time that any employee or subcontractor of Contractor is present at the Work site. Arrangements for responsible supervision, acceptable to the Authority, shall be made for emergency Work which may be required. Should Contractor desire to change its Contractor's Representative, Contractor shall provide the information specified above and obtain the Authority's written approval.

3.18.3 Termination. This Contract may be terminated by the Authority at any time, either with or without cause, by giving Contractor three (3) days advance written notice. In the event of termination by the Authority for any reason other than the fault of Contractor, the Authority shall pay Contractor for all Work performed up to that time as provided herein. In the event of breach of the Contract by Contractor, the Authority may terminate the Contract immediately without notice, may reduce payment to Contractor in the amount necessary to offset the Authority's resulting damages, and may pursue any other available recourse against Contractor. Contractor may not terminate this Contract except for cause. In the event this Contract is terminated in whole or in part as provided, the Authority may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated. If this Contract is terminated as provided, the Authority may require Contractor to provide all finished or unfinished documents, data, diagrams, drawings, materials, or other matter prepared or built by Contractor in connection with its performance of this Contract. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.18.4 Contract Interpretation. Should any question arise regarding the meaning or import of any of the provisions of this Contract or written or oral instructions from the Authority, the matter shall be referred to the Authority's Representative, whose decision shall be binding upon Contractor.

3.18.5 Anti-Trust Claims. This provision shall be operative if this Contract is applicable to California Public Contract Code Section 7103.5. In entering into this Contract to supply goods, services or materials, Contractor hereby offers and agrees to assign to the Authority all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time the Authority tender final payment to Contractor, without further acknowledgment by the Parties.

3.18.6 Notices. All notices hereunder and communications regarding interpretation of the terms of the Contract or changes thereto shall be provided by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

Contractor: Tri-Star Contracting II, Inc.
15-501 Little Morongo Rd
Desert Hot Springs, CA 92240
ATTN: Daniel Willis, Secretary

Authority: Palm Desert Housing Authority
73-510 Fred Waring Drive

Palm Desert, CA 92260-2578
ATTN: Jessica Gonzales, Housing Manager

Any notice so given shall be considered received by the other Party three (3) days after deposit in the U.S. Mail as stated above and addressed to the Party at the above address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.18.7 Time of Essence. Time is of the essence in the performance of this Contract.

3.18.8 Assignment Forbidden. Contractor shall not, either voluntarily or by action of law, assign or transfer this Contract or any obligation, right, title or interest assumed by Contractor herein without the prior written consent of the Authority. If Contractor attempts an assignment or transfer of this Contract or any obligation, right, title or interest herein, Authority may, at its option, terminate and revoke the Contract and shall thereupon be relieved from any and all obligations to Contractor or its assignee or transferee.

3.18.9 No Third-Party Beneficiaries. There are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

3.18.10 Laws; Venue. This Contract shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Contract, the action shall be brought in a state or federal court situated in the County of Riverside, State of California.

3.18.11 Counterparts. This Contract may be executed in counterparts, each of which shall constitute an original.

3.18.12 Successors. The Parties do for themselves, their heirs, executors, administrators, successors, and assigns agree to the full performance of all of the provisions contained in this Contract.

3.18.13 Solicitation. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract. Further, Contractor warrants that it has not paid, nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the Authority shall have the right to terminate this Contract without liability.

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

3.18.15 Certification of License.

3.18.15.1 Contractor certifies that as of the date of execution of this Contract, Contractor has a current contractor's license of the classification indicated below under Contractor's signature.

3.18.15.2 Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

3.18.16 Authority to Enter Contract. Each Party warrants that the individuals who have signed this Contract have the legal power, right and authority to make this Contract and bind each respective Party.

3.18.17 Entire Contract; Modification. This Contract contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings, or agreements. This Contract may only be modified by a writing signed by both Parties.

3.18.18 Non-Waiver. None of the provisions of this Contract shall be considered waived by either party unless such waiver is specifically specified in writing.

3.18.19 Authority's Right to Employ Other Contractors. The Authority reserves right to employ other contractors in connection with this Project or other projects.

3.18.20 Federal Provisions N/A

[Signatures on Next Page]

**SIGNATURE PAGE TO SHORT FORM CONSTRUCTION AGREEMENT
BY AND BETWEEN THE PALM DESERT HOUSING AUTHORITY
AND TRI-STAR CONTRACTING II, INC.**

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed on the day and year first above written.

PALM DESERT HOUSING AUTHORITY

By: _____
Chris Escobedo
Interim Executive Director

By: _____
Bryan Willis
President

Attest:

By: _____
Daniel Willis
Secretary

By: _____
Anthony J. Mejia
Secretary

909195

Contractor's License Number and
Classification

Approved as to form:

1000004952

DIR Registration Number (*if applicable*)

By: _____
Israh Shah
Best Best & Krieger LLP
Special Council

Clerks QC: _____

Contracts QC: _____

Insurance: _____

Initial Review

Final Review

Bonds: _____

EXHIBIT "A"

SCOPE OF SERVICES

Examination

Interested contractors must survey existing site conditions and make an independent determination as the extent of the demolition required.

Proposers must attend a mandatory pre-bid meeting that will be held on Thursday, March 27, 2025 at 9 a.m.

The location is a large multi-family apartment complex and the feature to be removed is at the front of the property. All safety precautions shall be made to secure the construction/demolition site and prevent foot traffic from traversing the area.

Preparation

Contractor must:

- Secure all necessary permits from the Palm Desert Permit Center to cut and/or cap all utilities including water, gas, electricity, and sewer.
- Contact Dig Safe and coordinate identification of all underground utilities.
- Coordinate inspections with the City of Palm Desert Building and Safety Department.
- Make all preparations to secure and protect the existing trees located on the property.
- Must drain, purge, or otherwise remove, collect, and dispose of chemicals, gases, explosives, acids, flammables, or other dangerous material before proceeding with demolition operations.
- Not obstruct streets, walks, or other adjacent occupied or used facilities without permission from the Housing Authority or City of Palm Desert authorities having jurisdiction.
- Erect temporary protection such as walks, fences, railings, canopies, and covered passageways where required.

Demolition

Contractor shall demolish and remove all structures, facilities, other debris (including brush) that compromise the work site, and completely remove the same from the site.

Contractor shall perform demolition operations in accordance with all applicable laws and regulations and the following general policies:

- Ensure minimum interference with roads, streets, walks, and other adjacent occupied and used facilities.
- Conduct demolition operation to prevent injury to people and damage to adjacent buildings and facilities.
- Ensure safe passage of people around demolition area.
- Dispose of demolished items and materials promptly. On-site storage of removed items is prohibited.
- Break up and remove concrete on grade, unless discussed otherwise to remain.
- Below grade structures, foundation, boulders encased with concrete, rocks, and pond slab shall be completely removed.
- Removal and disposal of existing spillways, weirs, pond structures, including mass footings if encountered, rip rap features of waterfalls, low level, and mid-level supply piping.

Special Conditions

The Contractor shall preserve all surrounding buildings and property. Contractor should note the proximity of surrounding buildings. Any damage to surrounding buildings or property will be promptly repaired by the Contractor at its sole expense.

This project is a prevailing wage project and requires DIR registration.

The Contractor must adhere to City Ordinance regarding noise making hours pursuant to Palm Desert Municipal Code Section 9.24:

October 1 - April 30	Monday - Friday	7:00 a.m. - 5:30 p.m.
	Saturday	8:00 a.m. - 5:00 p.m.
	Sunday and Holidays	None
May 1 - September 30	Monday - Friday	5:30 a.m. - 7:00 p.m.
	Saturday	8:00 a.m. - 5:00 p.m.
	Sunday and Holidays	None

Disposal of Demolished Materials

The Contractor must promptly and properly dispose of demolished materials. The Contractor may not allow demolished materials to accumulate on-site.

The Contractor shall transport all demolished materials off-site and legally dispose of them. The Contractor must supply the Palm Desert Housing Authority with copies of all landfill and disposal receipts.

Restoration

- Fill below-grade areas and voids resulting from demolition of concrete slabs and structures to meet existing site grades and profile.
- Install irrigation lines and emitters to support sod installation and 20 5-gallon planters of comparable existing landscape plants. Field coordination is expected with the landscape inspector assigned.
- 10-20% reuse of existing boulders for aesthetic rock placement within landscape area is expected. Field coordination is expected with the landscape inspector assigned.

Inclusions

Specific Inclusions for the Scope of Work includes, but is not limited to:

- The Bid Package Contractor is responsible for:
 - Completing all work included in this Scope of Work.
 - Furnishing all labor, materials, appliances, tools, equipment, facilities, transportation, applicable taxes, permits, and services necessary for and incidental to, performing all operations in connection with this Bid Package.
 - Completing all work as detailed herein as well as indicated in plans and specifications in accordance with approved project documents.
 - Multiple mobilizations may be required to perform this work.
 - Attend and participate in coordination meetings (date and time to be determined by construction manager).
 - Providing representation by someone with authority to make schedule and manpower decisions when the Contractor's work is being performed on site or when specifically requested by Construction Manager.
- The Bid Package Contractor is responsible for:
 - Securing the area for safety

Exhibit "A"

- Storage and security of own materials and equipment located on jobsite.
- Supplying and installing own yard and security fence if required for storage.
- Note: On-Site storage, laydown areas, parking, and access is limited and controlled by the Construction Manager.
- Own employee parking.
- Daily clean up of debris and removal of same from project site.
- Mitigate and prevent dust, noise, and traffic for own work.
- The Bid Package Contractor is responsible for:
 - Connecting to utilities at provided power sources.
 - Attend and participate in a pre-construction conference.
 - Responsible for all trucking operations associated with own work, including street clean up, flag people, and routing requirements.
 - Export of spoils from job site from own work.
 - Provide dumpsters, secure them, and arrange for disposal and removal of own work.

EXHIBIT "B"

SPECIAL CONDITIONS

ARTICLE 1. BONDS

Concurrently with this Contract, the Contractor shall deliver to the Authority four identical counterparts of the Performance Bond and Payment Bond on the forms supplied by the Authority. The surety supplying the bond must be an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, authorized to do business as such in the State of California and satisfactory to the Authority. The Performance Bond and the Payment Bond shall be for one hundred percent (100%) of the Total Contract Price.

EXHIBIT "C"

**CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION
LABOR CODE - SECTION 1861**

I, the undersigned Contractor, am aware of the provisions of Section 3700, et seq., of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I, the undersigned Contractor, agree to and will comply with such provisions before commencing the performance of the Work on this Contract.

TRI-STAR CONTRACTING II, INC.

By: _____
Signature

Bryan Willis
Name (Print)

CEO
Title (Print)

EXHIBIT "D"**PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION**

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See <http://www.dir.ca.gov/PublicWorks/PublicWorks.html> for additional information.

No bid will be accepted, nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Contractor hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.¹

Name of Contractor: Tri-Star Contracting II, Inc.

DIR Registration Number: 1000004952

DIR Registration Expiration: June 30, 2025

Small Project Exemption: Yes or **X** No

Unless Contractor is exempt pursuant to the small project exemption, Contractor further acknowledges:

1. Contractor shall maintain a current DIR registration for the duration of the project.
2. Contractor shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
3. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Name of Contractor: Tri-Star Contracting II, Inc.

Signature: _____

Name and Title: Bryan Willis, CEO

Dated: _____

¹ If the Project is exempt from the contractor registration requirements pursuant to the small project exemption under Labor Code Sections 1725.5 and 1771.1, please mark "Yes" in response to "Small Project Exemption."

EXHIBIT “E”

REQUEST FOR PROPOSAL PUBLISHED MARCH 18, 2025

REQUEST FOR PROPOSAL

2025-RFP-168

DEMOLITION AND REMOVAL OF WATER FEATURE AT ONE
QUAIL PLACE APARTMENTS



City of Palm Desert

73-510 Fred Waring Drive

Palm Desert, CA 92260

RELEASE DATE: March 18, 2025

DEADLINE FOR QUESTIONS: April 7, 2025

RESPONSE DEADLINE: April 18, 2025, 5:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://procurement.opengov.com/portal/cityofpalmdesert>

Exhibit “E”

City of Palm Desert
REQUEST FOR PROPOSAL
Demolition and Removal of Water Feature at One Quail Place
Apartments

- I. Background and Introduction
- II. Notice Inviting Proposals
- III. Scope of Services
- IV. Requests for Clarification
- V. Content and Format of Proposal
- VI. Selection Process
- VII. Evaluation Criteria
- VIII. Submittal Requirements
- IX. General Conditions
- X. Protests.....

Attachments:

- A - Site Map
- B - Photos with Details
- C - Draft Short Form Construction Contract
- D - Sample Payment and Performance Bonds

Request For Proposal #2025-RFP-168
Title: Demolition and Removal of Water Feature at One Quail Place Apartments

1. Background and Introduction

1.1. Summary

The Palm Desert Housing Authority ("Authority") is requesting proposals from qualified firms ("Proposers") for Demolition and Removal of Water Feature at One Quail Place Apartments ("Services") to establish a Short Form Construction Contract ("Agreement").

To serve and promote the welfare of its residents, the Authority intends to procure the Services, as described below.

The Palm Desert Housing Authority owns and operates a multi-family apartment complex called One Quail Place which is located at 72-600 Fred Waring, Palm Desert. At its primary entrance there is a water feature with several ponds. It is the intent of this RFP to demo the ponds, remove rock feature as needed, but leaving the aesthetics of the water feature for the property as much as possible.

1.2. Background

The City Council of the City of Palm Desert ("City Council") has determined that there is a need for a housing authority within City limits. Consequently, the Authority was established. The Authority is a public agency functioning as a separate legal entity from the City of Palm Desert ("City") whose objective is to serve and promote the welfare of its residents. The members of the City Council constitutes the governing body of the Authority, which is known as the "Authority Board". The Authority Board meets every second and fourth Thursdays of the month at Palm Desert City Hall, which is located at 73-510 Fred Waring Drive.

The Authority owns 15 affordable housing properties in the City of Palm Desert which amounts to 1,114 units. The properties are managed by a contracted property management group which is responsible for the day-to-day operations of the properties.

The City is a charter city in the State of California and was incorporated in 1973. The City is a thriving community of approximately 50,000 full-time and 32,000 seasonal residents. It is located in the Coachella Valley in eastern Riverside County, the City is part of the low desert region of Southern California. The City features big-city resources in a friendly, small-town setting, offering first class educational opportunities, as well as safe and clean streets, in addition to plentiful shopping and community events. Palm Desert is considered the geographical, educational and retail center of the Coachella Valley.

1.3. Contact Information

John Ramont

Deputy Director, Finance

Email: jramont@cityofpalmdesert.org

Phone: [\(760\) 776-6308](tel:7607766308)

Department:

Finance Department

1.4. Timeline

The above scheduled dates are tentative and Authority retains the sole discretion to adjust the above schedule. Nothing set forth herein shall be deemed to bind Authority to award a contract for the Services and Authority retains the sole discretion to cancel or modify any part of or all of this RFP at any time.

Request For Proposal #2025-RFP-168

Title: Demolition and Removal of Water Feature at One Quail Place Apartments

Release of Request for Proposal	March 18, 2025
Pre-Proposal Meeting (Mandatory)	March 27, 2025, 9:00am 72-600 Fred Waring Dr., Palm Desert, CA 92260
Last Day to Submit Questions for Clarification	April 7, 2025, 3:00pm
Clarifications Issued by City on or before	April 10, 2025, 5:00pm
Deadline for Receipt of Proposals submitted on or before	April 18, 2025, 5:00pm

2. Notice Inviting Proposals

2.1. NOTICE

RFP No.: 2025-RFP-168

Project Title: Demolition and Removal of Water Feature at One Quail Place Apartments

Project No. (if applicable): N/A

PUBLIC NOTICE IS HEREBY GIVEN that proposals will be received by the Palm Desert Housing Authority ("Authority") electronically through the City of Palm Desert's ("City") online bid management provider ("OpenGov Procurement"), until 5:00 pm, Friday, April 18, 2025. Proposals may not be submitted by fax, email, telephone, mail, hand delivery, or other means; any proposals received through any means other than OpenGov Procurement will be returned to the proposer unopened.

The Authority is requesting proposals to provide: Removal and partial demolition of water feature and capping of utilities at One Quail Place apartments.

The award of this contract is subject to available budget adequate to carry out the provisions of the proposed Agreement including the identified scope of work. The Authority reserves the right to reject any or all proposals determined not to be in the best interest of the Authority.

The Palm Desert Housing Authority is committed to inclusion and diversity and welcomes proposals and bids from contractors, consultants, and vendors of all faiths, creeds, ancestries, and ethnicities without regard to disability, gender identity, sexual orientation, or immigration status. The Authority condemns and will not tolerate prejudice, racism, bigotry, hatred, bullying, or violence towards any group within or outside of our community.

Request For Proposal #2025-RFP-168

Title: Demolition and Removal of Water Feature at One Quail Place Apartments

2.2. SCOPE OF SERVICES

The Services sought under this Request for Proposals (“RFP”) are set forth in more detail in the Scope of Services Section, incorporated herein by this reference. Notwithstanding the inclusion of such Services in the Scope of Services Section, the final scope of Services negotiated between Authority and the successful Proposer shall be set forth in the Professional Services Agreement (“Agreement”) executed by and between Authority and the successful Proposer. A copy of the Agreement is attached and incorporated herein by this reference.

2.3. PREVAILING WAGE

- A. Certain labor categories under this project may be subject to prevailing wages as identified in the State of California Labor Code commencing at sections 1720 et seq. and 1770 et seq. If applicable, employees working in these categories at the site must be paid not less than the basic hourly rates of pay and fringe benefits established by the California Department of Industrial Relations. Copies of the State of California wage schedules are available for review at www.dir.ca.gov/dlsr/. In addition, a copy of the prevailing rate of per diem wages will be made available at the Finance Department upon request. The successful proposer shall post a copy of the prevailing wage rates at each job site. It shall be mandatory upon the proposer to whom the contract is awarded, and upon any subcontractors, to comply with all Labor Code provisions, which include but are not limited to the payment of not less than the said specified prevailing wage rates to all workers employed by them in the execution of the contract, employment of apprentices, hours of labor and debarment of contractors and subcontractors.
- B. Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations (“DIR”). No proposal will be accepted, nor any contract entered into without proof of the proposer’s and subcontractors’ current registration with the DIR to perform public work. If awarded a contract, the proposer and its subcontractors, of any tier, shall maintain active registration with the DIR for the duration of the project. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1. The contract awarded pursuant to this proposal may also be subject to compliance monitoring and enforcement by the DIR.

2.4. LICENSE REQUIREMENTS

Unless otherwise provided in the Instructions for Bidders, each Bidder shall be a licensed contractor pursuant to sections 7000 et seq. of the Business and Professions Code in the following classification(s) throughout the time it submits its Bid and for the duration of the Contract: Class B, General Construction

Request For Proposal #2025-RFP-168

Title: Demolition and Removal of Water Feature at One Quail Place Apartments

2.5. REGISTRATION

Interested proposers may register as vendors and download the Request for Proposals ("RFP"). To register, visit the City's electronic bidding website, [OpenGov Procurement](#), and proceed to "Subscribe" as a vendor with the Authority to receive new project notifications. Interested proposers may "Follow" the RFP to view and/or download the RFP details, receive addenda alerts and notices, and draft and submit a response.

2.6. PRE-PROPOSAL MEETING

Each Proposer is requested to attend a "**mandatory**" pre-proposal meeting to be held at 9:00 am on Thursday, March 27, 2025, at 72-600 Fred Waring Dr., Palm Desert, CA 92260. Failure to attend this meeting will preclude a Proposer from submitting a proposal. Attendance at the pre-proposal meeting will ensure the Proposer understands the full scope of the Services requested.

3. Scope of Services

3.1. Examination

Interested contractors must survey existing site conditions and make an independent determination as the extent of the demolition required.

Proposers must attend a mandatory pre-bid meeting that will be held on Thursday, March 27, 2025 at 9 a.m.

The location is a large multi-family apartment complex and the feature to be removed is at the front of the property. All safety precautions shall be made to secure the construction/demolition site and prevent foot traffic from traversing the area.

3.2. Preparation

Contractor must:

- Secure all necessary permits from the Palm Desert Permit Center to cut and/or cap all utilities including water, gas, electricity, and sewer.
- Contact Dig Safe and coordinate identification of all underground utilities.
- Coordinate inspections with the City of Palm Desert Building and Safety Department.
- Make all preparations to secure and protect the existing trees located on the property.
- Must drain, purge, or otherwise remove, collect, and dispose of chemicals, gases, explosives, acids, flammables, or other dangerous material before proceeding with demolition operations.
- Not obstruct streets, walks, or other adjacent occupied or used facilities without permission from the Housing Authority or City of Palm Desert authorities having jurisdiction.
- Erect temporary protection such as walks, fences, railings, canopies, and covered passageways where required.

6

Request For Proposal #2025-RFP-168

Title: Demolition and Removal of Water Feature at One Quail Place Apartments

3.3. Demolition

Contractor shall demolish and remove all structures, facilities, other debris (including brush) that compromise the work site, and completely remove the same from the site.

Contractor shall perform demolition operations in accordance with all applicable laws and regulations and the following general policies:

- Ensure minimum interference with roads, streets, walks, and other adjacent occupied and used facilities.
- Conduct demolition operation to prevent injury to people and damage to adjacent buildings and facilities.
- Ensure safe passage of people around demolition area.
- Dispose of demolished items and materials promptly. On-site storage of removed items is prohibited.
- Break up and remove concrete on grade, unless discussed otherwise to remain.
- Below grade structures, foundation, boulders encased with concrete, rocks, and pond slab shall be completely removed.
- Removal and disposal of existing spillways, weirs, pond structures, including mass footings if encountered, rip rap features of waterfalls, low level, and mid-level supply piping.

3.4. Special Conditions

The Contractor shall preserve all surrounding buildings and property. Contractor should note the proximity of surrounding buildings. Any damage to surrounding buildings or property will be promptly repaired by the Contractor at its sole expense.

This project is a prevailing wage project and requires DIR registration.

The Contractor must adhere to City Ordinance regarding noise making hours pursuant to Palm Desert Municipal Code Section 9.24:

October 1 - April 30	Monday - Friday	7:00 a.m. - 5:30 p.m.
	Saturday	8:00 a.m. - 5:00 p.m.
	Sunday and Holidays	None
May 1 - September 30	Monday - Friday	5:30 a.m. - 7:00 p.m.
	Saturday	8:00 a.m. - 5:00 p.m.

Request For Proposal #2025-RFP-168

Title: Demolition and Removal of Water Feature at One Quail Place Apartments

	Sunday and Holidays	None
--	---------------------	------

3.5. Disposal of Demolished Materials

The Contractor must promptly and properly dispose of demolished materials. The Contractor may not allow demolished materials to accumulate on-site.

The Contractor shall transport all demolished materials off-site and legally dispose of them. The Contractor must supply the Palm Desert Housing Authority with copies of all landfill and disposal receipts.

3.6. Restoration

- Fill below-grade areas and voids resulting from demolition of concrete slabs and structures to meet existing site grades and profile.
- Install irrigation lines and emitters to support sod installation and 20 5-gallon planters of comparable existing landscape plants. Field coordination is expected with the landscape inspector assigned.
- 10-20% reuse of existing boulders for aesthetic rock placement within landscape area is expected. Field coordination is expected with the landscape inspector assigned.

3.7. Inclusions

Specific Inclusions for the Scope of Work includes, but is not limited to:

- The Bid Package Contractor is responsible for:
 - Completing all work included in this Scope of Work.
 - Furnishing all labor, materials, appliances, tools, equipment, facilities, transportation, applicable taxes, permits, and services necessary for and incidental to, performing all operations in connection with this Bid Package.
 - Completing all work as detailed herein as well as indicated in plans and specifications in accordance with approved project documents.
 - Multiple mobilizations may be required to perform this work.
 - Attend and participate in coordination meetings (date and time to be determined by construction manager).
 - Providing representation by someone with authority to make schedule and manpower decisions when the Contractor's work is being performed on site or when specifically requested by Construction Manager.
- The Bid Package Contractor is responsible for:

8

Request For Proposal #2025-RFP-168

Title: Demolition and Removal of Water Feature at One Quail Place Apartments

- Securing the area for safety
- Storage and security of own materials and equipment located on jobsite.
- Supplying and installing own yard and security fence if required for storage.
- Note: On-Site storage, laydown areas, parking, and access is limited and controlled by the Construction Manager.
- Own employee parking.
- Daily clean up of debris and removal of same from project site.
- Mitigate and prevent dust, noise, and traffic for own work.
- The Bid Package Contractor is responsible for:
 - Connecting to utilities at provided power sources.
 - Attend and participate in a pre-construction conference.
 - Responsible for all trucking operations associated with own work, including street clean up, flag people, and routing requirements.
 - Export of spoils from job site from own work.
 - Provide dumpsters, secure them, and arrange for disposal and removal of own work.

4. Requests for Clarification

All questions, requests for interpretations or clarifications, either administrative or technical must be requested in writing VIA THE "Q&A" tab through the Authority's online bid management provider ("[OpenGov-Procurement](#)").

All written questions, if answered, will be answered in writing, conveyed to all interested firms, and posted through [OpenGov-Procurement](#). Oral statements regarding this RFP by any persons should be considered unverified information unless confirmed in writing. To ensure a response, questions must be received in writing by 3:00 pm (local time) on Monday, April 7, 2025.

5. Content and Format of Proposal

5.1. [Proposal \(WITHOUT COST\)](#)*

Proposals shall be concise, well organized and demonstrate qualifications and applicable experience. Proposals shall be organized and include page numbers for all pages in the proposal. The proposal shall be uploaded here, in the following order and shall include:

A. Cover Letter

Request For Proposal #2025-RFP-168

Title: Demolition and Removal of Water Feature at One Quail Place Apartments

1. This letter should briefly introduce the firm, summarize the firm's general qualifications, include an executive summary of the specific approach which will be used to deliver the work scope; and identify the individual(s) name, address and phone number authorized to negotiate Agreement terms and compensation.

B. Experience and Technical Competence

1. **Background:** Provide history of the firm's consulting experience which specifically addresses the individual or firm's experience with similar Service as described in this RFP.
2. **References:** The proposal shall include a list of recently completed projects that are similar in scope and function to this RFP. Provide a description of the project, client name, and the name, title, and telephone number of the primary contact person.

C. Firm Staffing and Key Personnel

1. **Staffing:** Provide the number of staff to be assigned to perform the Services and the names/discipline/job title of each as well as your firm's capacity to provide additional personnel as needed.
2. **Key Personnel:** Identify key persons that will be principally responsible for working with the Authority. Indicate the role and responsibility of each individual.
3. **Team Organization:** Describe proposed team organization, including identification and responsibilities of key personnel.
4. **Subcontractors:** The Proposer shall identify functions that are likely to be subcontracted and identify the subcontractor that is anticipated to perform each function.

D. Proposed Method to Accomplish the Work

1. Describe the technical and management approach to providing the Services to the Authority. Proposer should take into account the scope of the Services, and general functions required. Include a draft first year schedule of tasks, milestones, and deliverables that will provide for timely provision of the Services. In reviewing the scope of Services and goals described herein, the Proposer may identify additional necessary tasks and is invited to bring these to the Authority's attention within the discussion of its proposed method to accomplish the work.

*Response required

5.2. Fee Proposal*

Please provide a lump-sum, not-to-exceed fee proposal for the scope of Services. The fee proposal shall include hourly rates for all personnel for "Additional Work" (as such term is defined in the proposed Agreement attached herein).

*Response required

10

Request For Proposal #2025-RFP-168
Title: Demolition and Removal of Water Feature at One Quail Place Apartments

5.3. Non-Collusion Declaration*

The undersigned declares:

I am an authorized representative of my company, the party making the foregoing Bid, to certify the following.

The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid Price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid Price, or of that of any other Bidder. All statements contained in the Bid are true. The Bidder has not, directly or indirectly, submitted his or her Bid Price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

☐ Please confirm

*Response required

5.4. Enter your valid CA Contractors State License Board (CSLB) number*

Please enter your License Number here. This will be verified against the state database.

*Response required

5.5. Enter your California Department of Industrial Relations (DIR) Registration number*

Please enter your Public Works Contractor DIR Number. This will be verified against the state database.

*Response required

5.6. Type of Business*

- ☐ C Corporation (if corporation, two signatures are required)
- ☐ S Corporation (if corporation, two signatures are required)
- ☐ Limited Liability C Corporation (if corporation, two signatures are required)
- ☐ Partnership
- ☐ Limited Liability Partnership
- ☐ Sole Proprietor/Individual

11

Request For Proposal #2025-RFP-168

Title: Demolition and Removal of Water Feature at One Quail Place Apartments

☐ Other

*Response required

5.7. Litigation*

Provide litigation history for any claims filed by your firm or against your firm related to the provision of Services in the last five (5) years (or type "N/A").

*Response required

5.8. Changes to Agreement*

The Authority standard professional services agreement contract is included as an attachment herein. The Proposer shall identify any objections to and/or request changes to the standard contract language in this section of the proposal (or type "N/A"). If you are identifying changes here **ALSO** upload a copy of the redlined Language/Agreement with your Proposal. Changes requested may effect the Authority's decision to enter into an Agreement.

*Response required

5.9. No Deviations from the RFP*

In submitting a proposal in response to this RFP, Proposer is certifying that it takes no exceptions to this RFP including, but not limited to, the Agreement. If any exceptions are taken, such exceptions must be clearly noted here, and may be reason for rejection of the proposal. As such, Proposer is directed to carefully review the proposed Agreement and, in particular, the insurance and indemnification provisions therein (or type "N/A").

Maximum response length: 5000 characters

*Response required

5.10. Project Team Resumes*

Submit resumes of all key personnel/support staff that will produce work product for the Services. Describe their qualifications, education, and professional licensing.

*Response required

5.11. List the Signatory(s) Authorized to Sign and Bind an Agreement.*

(If two (2) signatures are required, include the following information for both signatories)

- A. Full Name
- B. Title
- C. Physical Business Address
- D. Email Address
- E. Phone Number

*Response required

12

Request For Proposal #2025-RFP-168

Title: Demolition and Removal of Water Feature at One Quail Place Apartments

5.12. Certification of Proposal: The undersigned hereby submits its proposal and, by doing so, agrees to furnish services in accordance with the Request for Proposal (RFP), and to be bound by the terms and conditions of the RFP.*

☐ Please confirm

*Response required

6. Selection Process

- A. During the evaluation process, the Authority reserves the right, where it may serve the Authority's best interest, to request additional information or clarifications from Proposers, or to allow corrections of errors or omissions.
- B. It is the Authority's intent to select a Proposer best evidencing demonstrated competence and professional qualification to perform the Services. The Authority reserves the right to reject all proposals, select by proposal review only or interview as needed. Certain Proposers may be selected to make a brief presentation and oral interview after which a final selection will be made. The successful Proposer will be selected on the basis of information provided in the RFP, in-person presentations, and the results of the Authority's research and investigation. Upon selection of a Proposer, the Authority will endeavor to negotiate a mutually agreeable Short Form Construction Contract with the selected Proposer. In the event that the Authority is unable to reach Agreement, the Authority will proceed, at its sole discretion, to negotiate with the next Proposer selected by the Authority. The Authority reserves the right to contract for services in the manner that most benefits the Authority including awarding more than one contract if desired.
- C. After negotiating a proposed Agreement that is fair and reasonable, Authority staff will make the final recommendation to the Authority Board concerning the proposed Agreement. The Authority Board has the final authority to approve or reject the Agreement.

7. Evaluation Criteria

The Authority will evaluate proposals based on the following criteria:

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	Clarity and conformance of proposal to the RFP	0-5 Points	10 (10% of Total)
2.	Content of the proposal, including the work plan	0-5 Points	30 (30% of Total)
3.	Proposer's experience and performance	0-5 Points	25 (25% of Total)

13

Request For Proposal #2025-RFP-168

Title: Demolition and Removal of Water Feature at One Quail Place Apartments

4.	Team members' experience and performance	0-5 Points	10 (10% of Total)
5.	Fee proposal	0-5 Points	25 (25% of Total)

8. Submittal Requirements

8.1. General

It is strongly recommended that the Proposer submit proposals in the format identified in this RFP to allow the Authority to fully evaluate and compare the proposal. All requirements and questions in the RFP should be addressed and all requested data shall be supplied. The Authority reserves the right to request additional information which, in the Authority's opinion, is necessary to assure that the Proposer's competence, number of qualified employees, business organization, and financial resources are adequate to perform according to the Agreement.

8.2. Preparation

Proposals should be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Responses should emphasize the Proposer's demonstrated capability to perform the Services. Expensive bindings and promotional materials, etc., are not necessary or desired. However, technical literature that supports the approach to providing the Services and work plan should be forwarded as part of the proposal. Emphasis should be concentrated on completeness, approach to the work and clarity of proposal.

8.3. Site Examination

Proposers may visit the Authority and its physical facilities to determine the local conditions which may in any way affect the performance of the work; familiarize themselves with all federal, state and local laws, ordinances, rules, regulations, and codes affecting the performance of the work; make such investigations, as it may deem necessary for performance of the Services at its proposal price within the terms of the Agreement; and correlate its observations, investigations, and determinations with the requirements of the Agreement.

8.4. Authorization

The proposal shall be signed by an individual, partner, officer or officers authorized to execute legal documents on behalf of the Proposer.

8.5. Confidentiality of Proposal

Proposals submitted in response to this RFP shall be held confidential by Authority and shall not be subject to disclosure under the California Public Records Act (Cal. Government Code section 6250 et seq.) until after either Authority and the successful Proposer have completed negotiations and entered into an Agreement or Authority has rejected all proposals. All correspondence with the Authority including responses to this RFP will become the exclusive property of the Authority and will become public records under the California Public Records Act. The Authority will have no liability to the Proposer or other party as a result of any public disclosure of any proposal or the Agreement.

14

Request For Proposal #2025-RFP-168

Title: Demolition and Removal of Water Feature at One Quail Place Apartments

If a Proposer desires to exclude a portion of its proposal from disclosure under the California Public Records Act, the Proposer must mark it as such and state the specific provision in the California Public Records Act which provides the exemption as well as the factual basis for claiming the exemption. For example, if a Proposer submits trade secret information, the Proposer must plainly mark the information as "Trade Secret" and refer to the appropriate section of the California Public Records Act which provides the exemption as well as the factual basis for claiming the exemption. If a request is made for information marked "Confidential", "Trade Secret" or "Proprietary" ("Proprietary Information"), the Authority will provide Proposers who submitted the information with reasonable notice to seek protection from disclosure by a court of competent jurisdiction. Proposer shall have five (5) working days after receipt of such notice to give Authority written notice of Proposer's objection to the Authority's release of Proprietary Information. Proposer shall indemnify, defend and hold harmless the Authority, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information.

Proposals which indiscriminately identify all or most of the proposal as exempt from disclosure without justification may be deemed unresponsive and disqualified from further participation in this RFP.

8.6. Submittal Instructions

The proposal must be received no later than 5:00 pm, on or before Friday, April 18, 2025 through the City's electronic bidding system, OpenGov Procurement. It is solely the responsibility of Proposer to see that its proposal is properly submitted in [#Content and Format of Proposal](#) in proper form and prior to the stated closing time. The City's electronic bidding system will not accept late proposals. The Authority will only consider proposals that have transmitted successfully and have been sent an email with a time stamp from the City's electronic bidding system indicating that the proposal was submitted successfully. Proposers shall be solely responsible for informing themselves with respect to the proper utilization of the City's electronic bidding system, ensuring the capability of their computer system to upload the required documents, and the stability of their internet service. Failure of the Proposer to successfully submit an electronic proposal shall be at the Proposer's sole risk, and no relief will be given for late and/or improperly submitted proposals.

Proposers experiencing any technical difficulties with the proposal submission process may contact OpenGov Procurement Support using the instant help chat function (located at the bottom right of the screen while on the website) during business hours, or by emailing support@procurenw.com. Neither the Authority nor OpenGov Procurement make any guarantee as to the timely availability of assistance or assurance that any given problem will be resolved by the proposal submission date and/or time.

9. General Conditions

9.1. Amendments to RFP

The Authority reserves the right to amend the RFP or issue to all Proposers addenda to answer questions for clarification.

Request For Proposal #2025-RFP-168

Title: Demolition and Removal of Water Feature at One Quail Place Apartments

9.2. Amendments to Proposals

Unless specifically requested by the Authority, no amendment, addendum or modification will be accepted after a proposal has been submitted to Authority. If a change to a proposal that has been submitted is desired, the submitted proposal must be withdrawn and the replacement proposal submitted prior to the deadline stated herein for receiving proposals.

9.3. Non-Responsive Proposals

A proposal may be considered non-responsive if conditional, incomplete, or if it contains alterations of form, additions not called for, or other irregularities that may constitute a material change to the proposal.

9.4. Costs for Preparing

The Authority will not compensate any Proposer for the cost of preparing any proposal, and all materials submitted with a proposal shall become the property of the Authority. The Authority will retain all proposals submitted and may use any idea in a proposal regardless of whether that proposal is selected.

9.5. Cancellation of RFP

Authority reserves the right to cancel this RFP at any time prior to contract award without obligation in any manner for proposal preparation, interview, fee negotiation or other marketing costs associated with this RFP.

9.6. Price Validity

Prices provided by Proposers in response to this RFP are valid for 180 days from the proposal due date. The Authority intends to award the contract within this time but may request an extension from the Proposers to hold pricing, until negotiations are complete, and the contract is awarded.

9.7. No Commitment to Award

Issuance of this RFP and receipt of proposals does not commit the Authority to award a contract. Authority expressly reserves the right to postpone the proposal for its own convenience, to accept or reject any or all proposals received in response to this RFP, to negotiate with more than one Proposer concurrently, or to cancel all or part of this RFP.

9.8. Right to Negotiate and/or Reject Proposals

Authority reserves the right to negotiate any price or provision, task order or service, accept any part or all of any proposals, waive any irregularities, and to reject any and all, or parts of any and all proposals, whenever, in the sole opinion of Authority, such action shall serve its best interests and those of the tax-paying public. The Agreement, if any is awarded, will go to the Proposer whose proposal best meets Authority's requirements.

9.9. Non-Discrimination

The Authority does not discriminate on the basis of race, color, national origin, religion, age, ancestry, medical condition, disability or gender in consideration for an award of contract.

The Authority's commitment to diversity and inclusion can be found [here](#).

16

10. Protests

The procedures set forth in this section are mandatory and are the sole and exclusive remedy of a bidder, proposer or other vendor to dispute the award of a contract that the city solicits through a competitive process. A protest that does not comply with these procedures with these procedures may be summarily rejected and the person submitting the protest shall be deemed to have waived all rights to relief.

10.1. Protests of Solicitation Method

By submitting a bid, proposal or other application for a contract award, the bidder, proposer or other vendor shall be deemed to have waived all rights to challenge the city's method for procuring the contract or any discrepancy in the solicitation process or documents. Bidders, proposers, or vendors may submit bids, proposals or other applications under protest. Protests under this section shall be submitted in writing to the official designated to receive the bid, proposal or other application and shall contain a full summary of the factual and legal basis for the protest.

10.2. Waiver

Any person that: (1) did not directly submit a bid or proposal, (2) is not responsible or qualified to receive the contract, (3) failed to submit a responsive bid or proposal, (4) is not in line to receive the contract or is otherwise ineligible to receive the contract, (5) is otherwise not beneficially interested in the award, or (6) fails to submit a timely protest shall be deemed to have waived the right to protest the award of the contract. Any protest deemed waived will be subject to summary rejection without further consideration and the person will have no right to any relief.

10.3. Protests of Award

A bidder, proposer or other vendor applying for a city contract through a competitive process may submit a written protest of the award of the contract. The protest shall identify and explain the factual and legal grounds for the protest. Any grounds not raised in the written protest are deemed waived by the protesting bidder.

10.4. Timing of Protest of Award

Protests shall be submitted in writing to the official designated to receive the bid, proposal or other application within the following times:

- A. If of another bidder, within five (5) calendar days after the bid opening date.
- B. If the NO VALUE makes a recommendation to the City Council/Housing Authority to award a proposal or other application, then within five (5) calendar days following the issuance of the recommendation and prior to the date of the award.
- C. If in response to a notice of intent to reject a bid, proposal or other application, then within five (5) calendar days following the issuance of the notice of intent.

Request For Proposal #2025-RFP-168

Title: Demolition and Removal of Water Feature at One Quail Place Apartments

10.5. Protest Review and Response

If the protest is timely and complies with the above requirements, the NO VALUE shall review the protest, any response from the challenged bidder, proposer or other vendor, and all other relevant information. The NO VALUE will provide a written decision to the protester in a reasonable amount of time. If the protest is in response to a recommendation of award to the NO VALUE then the protest will be considered concurrently with the award of the contract, and the approval authority's action is final.

10.6. Conflicts

The protest procedures contained in this section shall not apply if a particular solicitation contains a different protest procedure. This section does not limit or eliminate a claimant's obligations under the Government Claims Act, Government Code Section 900 et seq.

Contract No. _____

EXHIBIT “F”
CONTRACTOR’S BID

PROPOSAL
Tri-Star Contracting II, Inc.

15-501 LITTLE MORONGO ROAD
 DESERT HOT SPRINGS CA 92240

Bus: (760) 251-5454 Fax: (760) 251-5458

License Number: 909195 (A), DIR Number 1000004952



*"We dig the
Coachella Valley"*

Proposal Date: 18-Apr-25
 Date of plans:

Proposal number: 050425

Proposal Submitted to: City of Palm Desert	Job Name: Pond Demo
Address: 73510 Fred Waring Drive	Address: One Quail Place
Palm Desert CA 92260	Palm Desert CA
Phone: 760-340-0574	Contact: Celina Cabrera
Fax: ccabrera@cityofpalmdesert.org	Contact cell #: 760-776-6449

We hereby submit an estimate for equipment, labor & material to:

Mobilization	1 LS	\$	21,688.00	\$	21,688.00
Includes bonding, & Site Protection					
Remove Trees	2 EA	\$	5,668.00	\$	11,336.00
Demo	1 LS	\$	40,734.00	\$	40,734.00
Demo to include: Demo & remove ponds on site: Rocks encased in concrete to be removed Rocks not covered in concrete to stay on-site as decorative wall No fill to be exported or imported					
Grade Area	5,000 SF	\$	1.56	\$	7,800.00
Place Salvaged Boulders	1 LS	\$	24,804.00	\$	24,804.00
Install Irrigation to include:					
Connect to existing valve	1 EA	\$	68.00	\$	68.00
3/4" PVC Pipe	400 LF	\$	15.50	\$	6,200.00
1804 Pop-up Spray Head	20 EA	\$	76.00	\$	1,520.00
1/2" Bubbler	20 EA	\$	19.00	\$	380.00
5 Gallon Plants (addendum 1)	20 EA	\$	66.60	\$	1,332.00
Sod	5,000 SF	\$	2.50	\$	12,500.00

Sod to be planted over native soil

Project includes prevail wage

Project includes work listed in the invite to bid

Billing to be done based on work completed on-site, changes in work or scope to be billed T&M

Plant maintenance to be done T&M if requested

Exclusions (unless listed above): any permits, inspections, fees, bonding, water, water meter, engineering, surveying, tests, screening on-site material, traffic control, drainage in areas of less than 1% grade.

Contractor is under no duty to investigate the project site, analyze, compare and/or correct the plans and specifications.

Tri-Star is not responsible for undisclosed site conditions including utilities, rocks, pipes, or septic tanks.

Work necessary as a result of these unknown conditions are the owner's responsibility and if additional work is necessary as a result, such work will be billed as an extra. Owner/contractor is advised to obtain their own soils engineer & compaction tests.

TOTAL PROPOSAL: \$ 128,362.00

All sums are due and payable as stated. Any unpaid sums incur interest at the rate of (2%) per month from the date said sum is due. If any installment payment due hereunder is past due, or if Buyer disputes an extra charge hereunder, Tri-Star may stop work.

Payment is to be made as follows: **30 day billing**

THIS PROPOSAL IS VALID FOR 180 DAYS

Respectfully

Submitted: 
 Dan Willis

General Provisions

Any alteration or deviation from above specifications, including any such alterations or deviations involving additional material and/or labor cost, will be executed only upon written order for same, signed by Owner and Tri-Star, and if there is any charge for such alteration or deviation, the additional charge will be added to this Contract. If payment is not made when due, Tri-Star may suspend work on the job until such time as all payments due have been made. A failure to make payments from the

due date shall be deemed a breach of this Contract

In addition the following general provisions apply:

1. All work shall be completed in a workman-like manner and in compliance with all building codes and other applicable laws.
2. To the extent required by law all work shall be performed by individuals duly licensed and authorized to perform said work.
3. Tri-Star may at its discretion engage sub-contractors to perform work hereunder, provided Tri-Star shall fully pay said sub-contractor and in all instances remain responsible for the proper completion of this Contract.
4. Tri-Star shall furnish Owner appropriate releases or waivers of lien for all work performed or materials provided at the time the next periodic payment shall be due.
5. All change orders shall be in writing and signed both by Owner and Tri-Star, and shall be incorporated in, and become a part of this Contract.
6. In the event Owner shall fail to pay any periodic or installment payment due hereunder, Tri-Star may cease work without breach of pending payment or resolution of any dispute.
7. All disputes hereunder shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association. The arbitration venue shall be in Palm Desert California. The prevailing party shall be entitled to all arbitration and court costs, as well as reasonable attorney's fees.
8. Tri-Star shall not be liable for any delay due to circumstances beyond its control, including but not limited to, acts by Owner and/or contractors, acts of God, weather, governmental authority or litigation. It shall also acknowledge that any changes in the plans and specifications made by the Owner as well as the contractor, agents, architects, engineers, or government agency which will extend or change the scope of work may be charged as an extra under this Contract.
9. Tri-Star warrants all work for a period of 12 months following completion.

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. It is understood and agreed that this work is not provided for in any other agreement and no contractual rights arise until this proposal is accepted in writing.

Acceptance _____ Date _____

**HOUSING COMMISSION
PALM DESERT HOUSING AUTHORITY
STAFF REPORT**

MEETING DATE: June 11, 2025

PREPARED BY: Shawn Muir, Community Services Manager

SUBJECT: RECOMMEND APPROVAL FOR HOUSING AUTHORITY TO ENTER
FACILITIES REPAIRS AND IMPROVEMENTS CONTRACTS

RECOMMENDATION:

1. Award maintenance service agreements to eight vendors for Facilities Repairs and Improvements, in a total amount not to exceed \$4,500,000 per Fiscal Year, for a three-year term with two one-year extensions.
2. Authorize the City Attorney to make necessary non-monetary changes to the agreement.
3. Authorize the City Manager to execute the agreement and any other documents necessary to effectuate this action.
4. Authorize National Community Renaissance of California, to enter into on-call contracts with the eight vendors for Facilities Repairs and Improvements.

BACKGROUND/ANALYSIS:

Facility Maintenance Needs:

The City of Palm Desert (City) and the Palm Desert Housing Authority (Housing Authority) are responsible for maintaining a wide range of public facilities, including municipal buildings, fire stations, parks and recreation amenities, and affordable housing sites. Many of these facilities require ongoing maintenance, repairs, and improvements to ensure safety, operational functionality and continued public use. A list of facility locations is included as Attachment 1.

To address these needs efficiently, staff recommends awarding eight on-call maintenance contracts to qualified vendors. These agreements will allow the City/Housing Authority to issue task orders for a variety of services without the need to conduct separate bid processes for each project. Work may include, but is not limited to, framing, drywall, painting, concrete, carpentry, audiovisual and security systems, welding, flooring, fixture repair, plumbing and electrical work.

The Housing Authority's contracted property management company, National Community Renaissance of California (National CORE), will enter into task order agreements on the Authority's behalf as authorized in accordance with the Property Management Agreement for the day-to-day operations of the properties.

Selection Process:

The Request for Proposals (RFP) was released in the City's online procurement portal (PROJECT ID: 2025-RFP-161) on February 18, 2025, and closed on April 17, 2025. Twelve proposals were received. A selection committee evaluated each submission based on clarity, the quality of the proposed work plan, firm experience, references, and cost.

The following eight vendors are recommended for contract award. These firms will be used on an as-needed basis through task orders, with assignments determined by project scope, contractor expertise and schedule availability:

Vendor	Location	Ranking
M. Brey Inc, dba MBE Construction	Beaumont, CA	1
R&R B Inc DBA Servpro of Palm Springs/Indio/Coachella/LaQuinta/Indian Wells	Indio, CA	2
PUB Construction, Inc.	Diamond Bar, CA	3
Brian Stemmer Construction	Palm Desert, CA	4
Southern Pacific Construction	Temecula, CA	5
AMTEK Construction	Orange, CA	6
Cove Electric Inc.	Palm Desert, CA	7
Urban Work Construction, Inc.	Palm Desert, CA	8

Scoring and ranking are not factors in the award of these contracts. All vendors meeting the minimum qualifications are being awarded. Awarding a collective not-to-exceed amount of \$4,500,000 per fiscal year across all vendors will enable the City/Housing Authority to coordinate repairs and improvements efficiently and avoid delays related to procurement. This approach supports timely facility upkeep, reduces administrative overhead and allows staff to match project needs with appropriate contractor capabilities.

Legal Review:

This report has been reviewed by the City Attorney's Office.

Appointed Body Recommendation:

The Housing Commission will consider recommendation of this item at its regular meeting on June 11, 2025. Staff will be available to provide information regarding the Commission's recommendation at the City Council and Housing Authority Board Meeting on June 26, 2025.

FINANCIAL IMPACT:

The approved Public Works Operations, Capital Improvement Project (CIP), and Housing Authority Budgets for Fiscal Year 2025/26 include approximately \$6.5 million allocated for repairs and improvement projects across various accounts. Therefore, there is no additional financial impact on the General Fund with this action.

The following outlines the estimated budget allocations for each account; however, these amounts are not intended to limit contract expenditure to specific accounts, nor do they guarantee that the full amounts will be allocated or expended:

Housing Commission
City of Palm Desert and Palm Desert Housing Authority
Award On-Call Contracts for Facilities Repairs and Improvements

<i>Account No.</i>	<i>Description</i>	<i>Ops Budget</i>	<i>**CIP FY25/26 Budget</i>
1104610-4331000 & 4004674-4400100	Civic Center Park	\$100,000	\$1,600,000
1104611-4331000 & 4004618-4400100	Parks	\$150,000	\$1,500,000
1104330-4331000 & 4004330-4400100	Corporation Yard	\$50,000	\$550,000
1104340-4331000 & 4504161-4400100	City Hall	\$100,000	\$750,000
1104344-4331000 & 4504439-4400100	Portola	\$25,000	\$100,000
1104800-4388500 & 4504164-4388500	Artists Center	\$10,000	\$225,000
2304220-4331000 & -4400100	Fire Stations	\$50,000	\$750,000
2424195-4331101 & -4400100	Aquatic Center	\$50,000	\$300,000
4504164-4400100	Henderson Building	\$10,000	\$250,000
5104361-4400100	State Building	\$15,000	\$750,000
871xxxx-4405000 and 871xxxx-4331000 (Multiple Housing Accounts)	Housing Authority		\$600,000
<i>Totals</i>		\$560,000	\$6,025,000
<i>Total FY 25/26 Available Budget</i>			\$6,585,000

***Includes estimated carryover amount*

Funding for this agreement in future fiscal years is contingent upon City Council/Housing Authority approval of the budget request. By establishing a \$4.5M aggregated annual maximum, any amount approved by City Council/Housing Authority, equal to or less than this amount, would not require a contract amendment in addition to the approved budget allocation.

ATTACHMENTS:

1. Facility Locations
2. City Council-Housing Authority Staff Report
3. Draft Maintenance Services Agreement
4. Draft Payment and Performance Bond Forms
5. Proposal AMTEK Construction
6. Proposal Brian Stemmer Construction
7. Proposal Cove Electric Inc.
8. Proposal M. Brey Inc, dba MBE Construction
9. Proposal PUB Construction, Inc.
10. Proposal R&R B Inc, dba Servpro of Palm Springs/Indio/Coachella/LaQuinta/Indian Wells
11. Proposal Southern Pacific Construction
12. Proposal Urban Worx Construction, Inc.

**Attachment 1
Facility Locations**

Buildings	Fire Stations	Parks and Recreation	Housing Authority Properties
City Hall 73510 Fred Waring Drive	Fire Station No. 33 44400 Towne Center Way	Palm Desert Aquatic Center 73751 Magnesia Falls Drive	One Quail Place 72-600 Fred Waring
Community Center (Henderson) 72559 Highway 111	Fire Station No. 67 73200 Mesa View Drive	Cahuilla Hills Park 45825 Edgehill Drive	Las Serenas 73-315 Country Club Drive
Corporation Yard 74705 42 nd Avenue	Fire Station No. 71 73995 Country Club Drive	Cap Homme/Ralph Adams Park 72500 Thrush Road	California Villas 77-107 California Drive
Portola Community Center 45480 Portola Avenue		Civic Center Park 43900 San Pablo Ave	Catalina Gardens 73-600 Catalina Way
Palm Desert Sheriff Substation, 73520 Fred Waring Drive		Freedom Park 77400 Country Club Drive	Desert Pointe 43-805 Monterey Avenue
Parkview Office Complex 73710 Fred Waring Drive		Hovley Soccer Park 74735 Hovley Lane	Laguna Palms 73-875 Santa Rosa Way
Desert Willow Golf Resort, 38995 Desert Willow Drive		Ironwood Park 47800 Chia Drive	Neighbors 73-535 Santa Rosa Way
iHUB 37023 Cook Street, Ste 102		Joe Mann Park 77810 California Drive	Pueblos 73-695 Santa Rosa Way
Henderson Building		Magnesia Falls City Park 74200 Rutledge Way	Taos Palms 44-830 Las Palmas
Artists Center 725567 Highway 111		Palma Village Park 44550 San Carlos Avenue	Candlewood Apartments 7400 & 74002 Shadow Mountain
Palm Desert Historical Society, 72861 El Paseo		University Park East 74902 University Park Drive	Palm Village Apartments 73-650 Santa Rosa Way
State Building 73720 Fred Waring Drive		University Dog Park 74802 University Park Drive	Sagecrest 73-811 Santa Rosa Way
		Washington Charter School Park 45768 Portola Avenue	La Rocca Villas 42-135 Golden Eagle Lane
		Park A 74201 Harper Street	Carlos Ortega Villas 77-915 Avenue of the States
			Santa Rosa 73625 Street Rosa Way

**CITY OF PALM DESERT and
PALM DESERT HOUSING AUTHORITY
STAFF REPORT**

MEETING DATE: June 26, 2025

PREPARED BY: Brad Chuck, Public Works Superintendent
Shawn Muir, Community Services Manager

SUBJECT: AWARD ON-CALL CONTRACTS TO EIGHT VENDORS FOR FACILITIES
REPAIRS AND IMPROVEMENTS (PROJECT NO. MFA00009)

RECOMMENDATION:

1. Award maintenance service agreements to eight vendors for Facilities Repairs and Improvements, in a total amount not to exceed \$4,500,000 per Fiscal Year, for a three-year term with two one-year extensions.
2. Authorize the City Attorney to make necessary non-monetary changes to the agreement.
3. Authorize the City Manager to execute the agreement and any other documents necessary to effectuate this action.

BACKGROUND/ANALYSIS:

Facility Maintenance Needs:

The City of Palm Desert (City) and the Palm Desert Housing Authority (Housing Authority) are responsible for maintaining a wide range of public facilities, including municipal buildings, fire stations, parks and recreation amenities, and affordable housing sites. Many of these facilities require ongoing maintenance, repairs, and improvements to ensure safety, operational functionality and continued public use. A list of facility locations is included as Attachment 18.

To address these needs efficiently, staff recommends awarding eight on-call maintenance contracts to qualified vendors. These agreements will allow the City to issue task orders for a variety of services without the need to conduct separate bid processes for each project. Work may include, but is not limited to, framing, drywall, painting, concrete, carpentry, audiovisual and security systems, welding, flooring, fixture repair, plumbing and electrical work.

The Housing Authority's contracted property management company, National Community Renaissance of California (National CORE), will enter into task order agreements on the Authority's behalf as authorized in accordance with the Property Management Agreement for the day-to-day operations of the properties.

Selection Process:

The Request for Proposals (RFP) was released in the City's online procurement portal (PROJECT ID: 2025-RFP-161) on February 18, 2025, and closed on April 17, 2025. Twelve proposals were received. A selection committee evaluated each submission based on clarity, the quality of the proposed work plan, firm experience, references and cost.

City of Palm Desert
Award On-Call Contracts for Facilities Repairs and Improvements

The following eight vendors are recommended for contract award. These firms will be used on an as-needed basis through task orders, with assignments determined by project scope, contractor expertise and schedule availability:

Vendor	Location	Ranking
M. Brey Inc, dba MBE Construction	Beaumont, CA	1
R&R B Inc DBA Servpro of Palm Springs/Indio/Coachella/LaQuinta/Indian Wells	Indio, CA	2
PUB Construction, Inc.	Diamond Bar, CA	3
Brian Stemmer Construction	Palm Desert, CA	4
Southern Pacific Construction	Temecula, CA	5
AMTEK Construction	Orange, CA	6
Cove Electric Inc.	Palm Desert, CA	7
Urban Worx Construction, Inc.	Palm Desert, CA	8

Scoring and ranking are not factors in the award of these contracts. All vendors meeting the minimum qualifications are being awarded. Awarding a collective not-to-exceed amount of \$4,500,000 per fiscal year across all vendors will enable the City to coordinate repairs and improvements efficiently and avoid delays related to procurement. This approach supports timely facility upkeep, reduces administrative overhead and allows staff to match project needs with appropriate contractor capabilities.

Legal Review:

This report has been reviewed by the City Attorney's Office.

Appointed Body Recommendation:

The Housing Commission will consider recommendation of this item at its regular meeting on June 11, 2025. Staff will be available to provide information regarding the Commission's recommendation at the City Council and Housing Authority Board Meeting on June 12, 2025.

FINANCIAL IMPACT:

The approved Public Works Operations and Capital Improvement Project (CIP) Budget for Fiscal Year 2025/26 includes approximately \$6.5 million allocated for repairs and improvement projects across various accounts. Therefore, there is no additional financial impact on the General Fund with this action.

The following outlines the estimated budget allocations for each account; however, these amounts are not intended to limit contract expenditure to specific accounts, nor do they guarantee that the full amounts will be allocated or expended:

City of Palm Desert
Award On-Call Contracts for Facilities Repairs and Improvements

<i>Account No.</i>	<i>Description</i>	<i>Ops Budget</i>	<i>**CIP FY25/26 Budget</i>
1104610-4331000 & 4004674-4400100	Civic Center Park	\$100,000	\$1,600,000
1104611-4331000 & 4004618-4400100	Parks	\$150,000	\$1,500,000
1104330-4331000 & 4004330-4400100	Corporation Yard	\$50,000	\$550,000
1104340-4331000 & 4504161-4400100	City Hall	\$100,000	\$750,000
1104344-4331000 & 4504439-4400100	Portola	\$25,000	\$100,000
1104800-4388500 & 4504164-4388500	Artists Center	\$10,000	\$225,000
2304220-4331000 & -4400100	Fire Stations	\$50,000	\$750,000
2424195-4331101 & -4400100	Aquatic Center	\$50,000	\$300,000
4504164-4400100	Henderson Building	\$10,000	\$250,000
5104361-4400100	State Building	\$15,000	\$750,000
2144490-4390101	Housing Authority		\$600,000
<i>Totals</i>		\$560,000	\$6,025,000
<i>Total FY 25/26 Budget</i>			\$6,585,000

***Includes estimated carryover amount*

Funding for this agreement in future fiscal years is contingent upon City Council approval of the budget request. By establishing a \$4.5M aggregated annual maximum, any amount approved by City Council, equal to or less than this amount, would not require a contract amendment in addition to the approved budget allocation.

ATTACHMENTS:

1. Maintenance Services Agreement AMTEK Construction
2. Maintenance Services Agreement Brian Stemmer Construction
3. Maintenance Services Agreement Cove Electric Inc.
4. Maintenance Services Agreement M. Brey Inc, dba MBE Construction
5. Maintenance Services Agreement PUB Construction, Inc.
6. Maintenance Services Agreement R&R B Inc, dba Servpro of Palm Springs/Indio/Coachella/LaQuinta/Indian Wells
7. Maintenance Service Agreement Southern Pacific Construction
8. Maintenance Services Agreement Urban Worx Construction, Inc.
9. Performance and Payment Bond Forms
10. Proposal AMTEK Construction
11. Proposal Brian Stemmer Construction
12. Proposal Cove Electric Inc.
13. Proposal M. Brey Inc, dba MBE Construction
14. Proposal PUB Construction, Inc.
15. Proposal R&R B Inc, dba Servpro of Palm Springs/Indio/Coachella/LaQuinta/Indian Wells
16. Proposal Southern Pacific Construction
17. Proposal Urban Worx Construction, Inc.
18. Facility Locations

**CITY OF PALM DESERT OR PALM DESERT HOUSING AUTHORITY
MAINTENANCE SERVICES AGREEMENT**

1. Parties and Date. This Agreement is made and entered into this ___ day of ___, **2025**, by and between the City of Palm Desert or Palm Desert Housing Authority, a municipal corporation organized under the laws of the State of California with its principal place of business at 73-510 Fred Waring Drive, Palm Desert, California 92260-2578, ("City") and _____, _____, with its principal place of business at _____ ("Vendor"). The City and Vendor are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. Recitals.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain maintenance services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing maintenance services to public clients, that it and its subcontractors have all necessary licenses and permits to perform the services in the State of California, and that it is familiar with the plans of City. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

2.2 Project.

The City is a public agency of the State of California and is in need of services for the following project:

**Facilities Repairs and Improvements Project
Project No. MFA00009**
(hereinafter referred to as "the Project").

3. Terms.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the maintenance services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state, and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from **July 1, 2025**, to **June 30, 2028**, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than **2** additional one-year terms. Contractor shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Responsibilities of Contractor.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the

means, methods, and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Any personnel performing the Services under this Agreement on behalf of Contractor shall not be employees of City and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Contractor shall perform the Services in a prompt and timely manner in accordance with each Task Order set forth in Exhibit "B" attached hereto and incorporated herein by reference. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.

3.2.4 City's Representative. The City hereby designates **Shawn Muir, Community Services Manager**, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement except for increasing compensation. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.5 Contractor's Representative. Contractor hereby designates _____, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.6 Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants, and other staff at all reasonable times.

3.2.7 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees, and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors who is determined by the City to be

uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.8 Period of Performance. Contractor shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Contractor shall perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be provided separately in writing to the Contractor. Contractor agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such completion schedule or Project milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage.

3.2.9 Disputes. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do or respecting the size of any payment to Contractor during the performance of this Contract, Contractor shall continue to perform the Work while said dispute is decided by the City. If Contractor disputes the City's decision, Contractor shall have such remedies as may be provided by law.

3.2.10 Laws and Regulations; Employee/Labor Certifications. Contractor shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with the Services and this Agreement. All violations of such laws and regulations shall be grounds for the City to terminate the Agreement for cause. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Agreement to the same extent as though set forth herein and will be complied with.

3.2.10.1 Employment Eligibility; Contractor. Contractor certifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time and shall require all subconsultants and sub-subconsultants to comply with the same. Contractor certifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement and shall not violate any such law at any time during the term of the Agreement.

3.2.10.2 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code and agrees to comply with such provisions before commencing the performance of the Services.

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

termination. Contractor shall comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.2.10.4 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the California Air Resources Board (CARB). Contractor shall specifically be aware of the CARB limits and requirements' application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify City against any fines or penalties imposed by CARB or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

3.2.10.5 Water Quality Management and Compliance. To the extent applicable, Contractor's Services must account for, and fully comply with, all local, state and federal laws, rules and regulations that may impact water quality compliance, including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); laws, rules and regulations of the Environmental Protection Agency and the State Water Resources Control Board; the City's ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State. Failure to comply with the laws, regulations and policies described in this Section is a violation of law that may subject Contractor to penalties, fines, or additional regulatory requirements.

3.2.11 Insurance.

3.2.11.1 Minimum Requirements. Without limiting Contractor's indemnification of City, and prior to commencement of the Services, Contractor shall obtain, provide, and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form that is satisfactory to City.

(A) General Liability Insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(B) Automobile Liability Insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident. The City's Risk Manager may modify this requirement if it is determined that Consultant will not be utilizing a vehicle in the performance of his/her duties under this Agreement.

(C) Umbrella or Excess Liability Insurance. Contractor may opt to utilize umbrella or excess liability insurance in meeting insurance requirements. In such circumstances, Contractor may obtain and maintain an umbrella or excess liability insurance

policy with limits that will provide bodily injury, personal injury, and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability and employer's liability. Such policy or policies shall include the following terms and conditions:

- (a) A drop-down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;
- (b) Pay on behalf of wording as opposed to reimbursement;
- (c) Concurrency of effective dates with primary policies; and
- (d) Policies shall "follow form" to the underlying primary policies.
- (e) Insureds under primary policies shall also be insureds under the umbrella or excess policies.

(D) Workers' Compensation Insurance. Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000). Contractor shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers, and representatives.

(E) Fidelity Coverage. (Reserved)

(F) Cyber Liability Insurance. (Reserved)

(G) Pollution Liability Insurance. Environmental Impairment Liability Insurance shall be written on a Contractor's Pollution Liability form or other form acceptable to the City providing coverage for liability arising out of sudden, accidental, and gradual pollution and remediation. The policy limit shall be no less than \$1,000,000 dollars per claim and in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as "covered operations". The policy shall provide coverage for the hauling of waste from the Project site to the final disposal location, including non-owned disposal sites.

3.2.11.2 Other Provisions and Requirements.

(A) Proof of Insurance. Contractor shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this contract. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(B) Duration of Coverage. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to

property, which may arise from or in connection with the performance of the work hereunder by Contractor, his/her agents, representatives, employees, or subconsultants.

(C) Primary/Non-Contributing. Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

(D) City's Rights of Enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications, or is canceled and not replaced, City has the right, but not the duty, to obtain the insurance it deems necessary, and any premium paid by City will be promptly reimbursed by Contractor, or City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, City may cancel this Agreement.

(E) Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

(F) Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers, and representatives, or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers, and representatives, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

(G) Enforcement of Contract Provisions (non estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform Contractor of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

(H) Requirements Not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(I) Notice of Cancellation. Contractor agrees to oblige its insurance agent or broker and insurers to provide City with a thirty (30) day notice of cancellation (except

for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(J) Additional Insured Status. General liability, automobile liability, and if applicable, pollution liability and cyber liability, policies shall provide or be endorsed to provide that the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers, and representatives, shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(K) Prohibition of Undisclosed Coverage Limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

(L) Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(M) Pass Through Clause. Contractor agrees to ensure that its sub-consultants, sub-contractors, and any other party involved with the Project who is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the Project will be submitted to City for review.

(N) City's Right to Revise Specifications. The City or its Risk Manager reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in cost to the Contractor, the City and Contractor may renegotiate Contractor's compensation. If the City reduces the insurance requirements, the change shall go into effect immediately and require no advanced written notice.

(O) Self-Insured Retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

(P) Timely Notice of Claims. Contractor shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(Q) Additional Insurance. Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

3.2.12 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the

work and the conditions under which the work is to be performed. Safety precautions, where applicable, shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.13 Bonds.

3.2.13.1 Performance Bond. If required by law or otherwise specifically requested by City in Exhibit "E" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Performance Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.13.2 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit "E" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Payment Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.13.3 Bond Provisions. Should, in City's sole opinion, any bond become insufficient, or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within ten (10) days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Agreement until any replacement bonds required by this Section are accepted by the City. To the extent, if any, that the total compensation is increased in accordance with the Agreement, the Contractor shall, upon request of the City, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the total compensation, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety. If the Contractor fails to furnish any required bond, the City may terminate this Agreement for cause.

3.2.13.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, shall be accepted. The surety must be a California-admitted surety with a current A.M. Best's rating no less than A:VIII and satisfactory to the City. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

3.2.14 Accounting Records. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents

created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.2.15 Work Sites.

3.2.15.1 Inspection of Site. Contractor shall visit sites where Services are to be performed and shall become acquainted with all conditions affecting the Services prior to commencing the Services. Contractor shall make such examinations as it deems necessary to determine the condition of the work sites, its accessibility to materials, workmen and equipment, and to determine Contractor's ability to protect existing surface and subsurface improvements. No claim for allowances—time or money—will be allowed as to such matters after commencement of the Services.

3.2.15.2 Field Measurements. Contractor shall make field measurements, verify field conditions, and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract, including any plans, specifications, or scope of work before commencing Services. Errors, inconsistencies, or omissions discovered shall be reported to the City immediately and prior to performing any Services or altering the condition.

3.2.15.3 Hazardous Materials and Differing Conditions. Should Contractor encounter material reasonably believed to be polychlorinated biphenyl (PCB) or other toxic wastes, hazardous substances and hazardous materials as defined in California state or federal law at the site which have not been rendered harmless, the Contractor shall immediately stop work at the affected area and shall report the condition to the City in writing. The City shall contract for any services required to directly remove and/or abate PCBs, hazardous substances, other toxic wastes, and hazardous materials, and shall not require the Contractor to subcontract for such services. The Services in the affected area shall not thereafter be resumed except by written agreement of the City and Contractor.

3.2.16 Loss and Damage. Contractor shall be responsible for all loss and damage which may arise out of the nature of the Services agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the Services until the same is fully completed and accepted by City.

3.2.17 Warranty. Contractor warrants all Services under the Agreement (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the Services or non-conformance of the Services to the Agreement, commence and prosecute with due diligence all Services necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the work (or work of other contractors) damaged by its defective Services or which becomes damaged in the course of repairing or replacing defective work. For any work so corrected, Contractor's obligation hereunder to correct defective work shall be reinstated for an additional one (1) year period, commencing with the date of acceptance of such corrected work. Contractor shall perform such tests as the City may require

to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers, and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

3.3 Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The maximum compensation for Services to be provided pursuant to each approved Task Order shall be set forth in the relevant Task Order. The total compensation, in the aggregate, shall not exceed **Four Million Five Hundred Thousand Dollars (\$4,500,000)** without written approval of the City Council or City Manager, as applicable.

3.3.2 Payment of Compensation. Contractor shall submit to City monthly invoices which provides a detailed description of the Services and hours rendered by Contractor. City shall, within thirty (30) days of receiving such statement, review the statement and pay all non-disputed and approved charges. Contractor shall submit its final invoice to City within thirty (30) days from the last date of provided Services or termination of this Agreement and failure by the Contractor to submit a timely invoice shall constitute a waiver of its right to final payment. Payment shall not constitute acceptance of any Services completed by Contractor. The making of final payment shall not constitute a waiver of any claims by the City for any reason whatsoever.

3.3.2.1 Retainer. From each approved progress estimate exceeding **Seventy-Five Thousand Dollars (\$75,000.00)**, five percent (5%) will be deducted and retained by the City, and the remainder will be paid to Contractor. All Agreement retainage shall be released and paid to the Contractor and subcontractors pursuant to California Public Contract Code Section 7107. Contractor shall furnish City with labor and material releases from all subcontractors performing work on, or furnishing materials for, the work governed by this Agreement prior to final payment by City.

3.3.3 Deductions. City may deduct or withhold, as applicable, from each progress payment an amount necessary to protect City from loss because of: (1) stop payment notices as allowed by state law; (2) unsatisfactory prosecution of the Services by Contractor; (3) sums representing expenses, losses, or damages as determined by the City, incurred by the City for which Contractor is liable under the Agreement; and (4) any other sums which the City is entitled to recover from Contractor under the terms of the Agreement or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the City to deduct any of these sums from a progress payment shall not constitute a waiver of the City's right to such sums.

3.3.4 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.5 Extra Work. At any time during the term of this Agreement, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.3.6 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request and shall post copies at the Contractor's principal place of business and at the Project site. Contractor shall defend, indemnify, and hold the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers and representatives free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

3.3.7 Registration/DIR Compliance. If the Services are being performed as part of an applicable "public works" or "maintenance" project, and if the total compensation is \$15,000 or more, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subcontractors performing such Services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Project and require the same of any subcontractors, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Services, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay and shall not be compensable by the City. Contractor shall defend, indemnify, and hold the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers, and representatives free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

3.4 Termination of Agreement.

3.4.1 Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those Services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

3.4.2 Conflict of Interest. The Contractor covenants that any and all relationships with construction firms that may submit bids for projects developed under this agreement will require full disclosure of any direct or indirect conflicts of interest, financial interests, relationships, and the nature of any relationships with any related project bid submitters; and that any violation of this provision may result in the immediate termination of the Agreement

3.4.3 Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.4.4 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5 General Provisions.

3.5.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Contractor: Click or tap here to enter text.
Click or tap here to enter text.
Click or tap here to enter text.
ATTN: _____

City: City of Palm Desert or Palm Desert Housing Authority
73-510 Fred Waring Drive
Palm Desert, CA 92260-2578
ATTN: **Shawn Muir, Community Services Manager**

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.2 Indemnification.

3.5.2.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers and representatives free and harmless from

any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all expert witness fees, attorneys' fees and other related costs and expenses except such Claims caused by the sole or active negligence or willful misconduct of the City.

3.5.2.2 Additional Indemnity Obligations. Contractor shall defend, with counsel of City's choosing and at Contractor's own cost, expense, and risk, any and all Claims covered by this section that may be brought or instituted against the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers and representatives. In addition, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers, and representatives as part of any such claim, suit, action, or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers, and representatives as part of any such claim, suit, action, or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Contractor shall reimburse the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers, and representatives, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the Contractor, the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers, and representatives.

3.5.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County. In addition to any and all Agreement requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims, and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City.

3.5.4 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.5 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project.

3.5.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.7 Assignment or Transfer. Contractor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written

consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.8 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not workdays. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to the City include its elected or appointed officers, and their respective agents, officials, employees, volunteers, and representatives except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.5.9 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.10 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.5.11 No Third-Party Beneficiaries. Except to the extent expressly provided for in Section 3.5.7, there are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

3.5.12 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

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

3.5.14 Cooperation; Further Acts. The Parties shall fully cooperate with one another and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.15 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.16 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.5.17 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings, or agreements. This Agreement may only be modified by a writing signed by both parties.

3.5.18 Federal Provisions. (Reserved)

[SIGNATURES ON NEXT PAGE]

DRAFT

Contract No. _____

**SIGNATURE PAGE TO MAINTENANCE SERVICES AGREEMENT
BY AND BETWEEN THE CITY OF PALM DESERT OR PALM DESERT HOUSING
AUTHORITY**

AND Click or tap here to enter text.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed on the day and year first above written.

CITY OF PALM DESERT OR PALM DESERT HOUSING AUTHORITY _____, **Choose an item.**

By: _____

Chris Escobedo
Interim City Manager

By: _____

By: _____

Attest:

By: _____

Anthony J. Mejia
City Clerk

Contractor's License Number and
Classification

DIR Registration Number *(if applicable)*

Approved as to form:

By: _____

Isra Shah
Best Best & Krieger LLP
Special Counsel

City Clerk QC: _____

Contracts QC: _____

Insurance:

Initial Review

Final Approval

Bonds

EXHIBIT "A"**SCOPE OF SERVICES****1. SCOPE OF WORK**

This contract provides for the regular evaluation and maintenance project services for the City of Palm Desert (City) or Palm Desert Housing Authority ("City") owned or operated facilities listed below.

The City intends to enter agreements with more than one contractor to accomplish this Scope of Services. During the contract term, the City will contact the Contractor to request assessments of City facilities, make recommendations, and perform work.

The Contractor will furnish all labor, materials, renderings, equipment, tools, removal, installation, coordination, permits, supervision, utility and transportation services, and incidentals (including tax) as required for the Facilities Improvement project in accordance with the Specifications.

2. LOCATION OF WORK

- City Hall Building, 73510 Fred Waring Drive
- Community Center (Henderson), 72559 Highway 111
- Corporation Yard, 74705 42nd Avenue
- Desert Willow Golf Resort, 38995 Desert Willow Drive
- iHUB, 37023 Cook Street, Suite 102
- Palm Desert Historical Society, 72861 El Paseo
- Palm Desert Sheriff Substation, 73520 Fred Waring Drive
- Parkview Office Complex, 73710 Fred Waring Drive
- Portola Community Center, 45480 Portola Avenue
- State Building, 73720 Fred Waring Drive
- Artists Center, 72567 Highway 111
- Fire Stations
 - Fire Station No. 33, 44400 Towne Center Way
 - Fire Station No. 67, 73200 Mesa View Drive
 - Fire Station No. 71, 73995 Country Club Drive
- Palm Desert Aquatic Center, 73751 Magnesia Falls Drive
- Parks Buildings
 - Cahuilla Hills Park, 45825 Edgehill Drive
 - Cap Homme / Ralph Adams Park, 72500 Thrush Road
 - Civic Center Park, 43900 San Pablo Avenue
 - Freedom Park, 77400 Country Club Drive
 - Hovley Soccer Park, 74735 Hovley Lane
 - Ironwood Park, 47800 Chia Drive
 - Joe Mann Park, 77810 California Drive
 - Magnesia Falls City Park, 74200 Rutledge Way
 - Palma Village Park, 44550 San Carlos Avenue
 - University Park East, 74902 University Park Drive
 - University Dog Park, 74802 University Park Drive
 - Washington Charter School Park, 45768 Portola Avenue
 - Park A, 74201 Harper Street

Exhibit "A"

- Housing Authority Properties
 - One Quail Place, 72-600 Fred Waring
 - Las Serenas, 73-315 Country Club Dr.
 - California Villas, 77-107 California Drive
 - Catalina Gardens, 73-600 Catalina Way
 - Desert Pointe, 43-805 Monterey Avenue
 - Laguna Palms, 73-875 Santa Rosa Way
 - Neighbors, 73-535 Santa Rosa Way
 - Pueblos, 73-695 Santa Rosa Way
 - Taos Palms, 44-830 Las Palmas
 - Candlewood Apartments, 74000 & 74002 Shadow Mountain
 - Palm Village Apartments, 73-650 Santa Rosa Way
 - Sagecrest, 73-811 Santa Rosa Way
 - La Rocca Villas, 42-135 Golden Eagle Lane
 - Carlos Ortega Villas, 77-915 Avenue of the States
 - Santa Rosa, 73625 St. Rosa Way

Each facility requires unique maintenance needs that will be met through this contract. All facility maintenance and improvement projects will be conducted in a manner that provides for the adequate and safe use of the facility and continues the City's prominence as a world-class municipality for the enjoyment of the community.

3. GENERAL SERVICES TO BE PERFORMED

Contractor shall provide the necessary equipment and labor to perform maintenance projects on an as-requested basis for the City. Facilities maintenance requests will be based on contractor assessments in coordination with City staff.

3.1 Contractor will visit the above listed Palm Desert facilities a minimum of once per quarter on a rotating basis or based on priority designated by City staff. The purpose of the site visits is to perform inspections and assessments, provide recommendations, and develop long-term plans for facility upkeep. A written report will be developed by the Contractor after each site visit and submitted to City staff within two weeks of the site visit. Minimum requirements for the report include:

- Site locations visited and address.
- Contractor representative and contact information.
- Date and time of visit
- Prioritized list of areas recommended for maintenance projects.
- Descriptions of maintenance projects
- Estimated cost to complete each maintenance project.
- Photos

3.2 The contractor will provide technicians capable of working on a variety of facility elements, including but not limited to:

- Framing
- Drywall
- Painting
- Concrete
- Carpentry
- Audio/Visual & Security
- Welding
- Flooring
- Fixtures
- Plumbing
- Electric

3.3 In addition to scheduled quarterly site visits, Contractor will participate in one (1) meeting annually for the duration of the contract with City staff to review short-term and long-term maintenance need projections and life expectancies of facility furnishings. This will allow the City to accurately budget and plan for anticipated maintenance needs, facility repairs and upgrades.

3.4 Contractor shall provide appropriate equipment and labor for the execution of all maintenance and repair activities. The City reserves the right to inspect and/or approve any equipment used in this contract. If City deems the equipment to be in disrepair or inappropriate to the task at hand, City may require that the equipment be removed from the job site and replaced with a different piece of equipment.

3.5 Contractor shall provide personnel fully trained in all phases of facility maintenance. Contractor shall provide personnel capable of effective verbal and written communication with City representatives. If City deems personnel to be inadequate to accomplish the task at hand, City may require that the personnel be removed from the job site and replaced with personnel demonstrating the appropriate level of job knowledge, skills, and verbal communication to effectively accomplish the work.

3.6 Prior to commencement of the contract, designated City representative(s) and the Contractor will perform a mandatory acceptance walk-through inspection of the contract area.

3.7 All new equipment installations provided by the Contractor will include a one-year warranty or better.

3.8 Contractor shall remove debris caused by all maintenance activities on the same working day that such debris is accumulated, unless otherwise agreed upon by the Contractor and City staff in advance.

3.9 Contractor is required to protect from damage as necessary, existing equipment that is not part of the maintenance services. Contractor will be responsible to replace or repair any equipment damaged by contractor, not related to the service, at Contractor's expense and include a one-year warranty or better.

3.10 Contractor is responsible for cordoning off public areas during their course of work as to protect the public from harm. Contractor is to supply all safety equipment as needed to perform the scope of work, including but not limited to: signage, cones, partitions, plywood covers, etc.

3.11 Pursuant to Section 7028.15 of the Business and Professions Code and Section 3300 of the Public Contract Code, all proposers must possess proper licenses for performance of the Contract. Subcontractors must possess the appropriate licenses for each specialty subcontracted. Pursuant to Section 7028.5 of the Business and Professions Code, the City shall consider any proposal submitted by a contractor not currently licensed in accordance with state law and pursuant to the requirements found in the Contract Documents to be nonresponsive, and the City shall reject the proposal. The City shall have the right to request, and the proposers shall provide within five (5) calendar days, evidence satisfactory to the City of all valid license(s) currently held by that proposer and each of the proposer's subcontractors before awarding the Contract.

4. MAINTENANCE PROJECTS

Maintenance projects will be determined based on the prioritized lists developed through the quarterly facility inspections. City staff will inform the contractor when a maintenance project may be initiated.

4.1 No work will be initiated without an approved City Work Order.

4.2 City staff will hold a meeting with the Contractor to finalize the scope and cost of the project.

4.3 The Contractor will provide an estimated timeline for project milestones and completion.

5. PAYMENT

Maintenance service and materials not described in this scope of work will be needed periodically to satisfactorily maintain the City facilities. On such occasions, the following criteria will be followed:

5.1 All work shall be approved in writing on a City-issued extra work form by the Director of Public Works, or his designee, prior to ordering or commencing activities.

5.2 Contractor's failure to obtain prior written authorization to order parts or to perform work shall constitute the City's denial of payment for said work and parts. Upon Contractor's submission of requests for work and/or parts the City reserves the right to reject quotations on each item, separately or as a whole.

5.3 State and local taxes as applicable, shipping/handling/freight on board charges, applied discounts, and labor estimates shall be shown separately. **All materials will be paid at cost plus an allowable 15% markup.** Labor will be paid based on the approved **Price Sheet**. Receipts are required to be submitted with approved invoice(s). Estimated dates for delivery and installation shall be noted.

5.4 In addition to the rates listed on the Price Sheet, Contractor shall submit a list of services provided and costs not listed in the Scope of Services or Price Sheets. The City may negotiate costs, if needed, prior to approval of the Agreement.

EXHIBIT “B”

SCHEDULE OF SERVICES

AND TASK ORDER FORM SAMPLE

The Completion Date for each Task Order will be agreed upon by both parties and entered on the executed Task Order Form.

The term of this Agreement shall be from July 01, 2025, to June 30, 2028, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than Two (2) additional one-year terms. Contractor shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

DRAFT



CITY OF PALM DESERT **TASK ORDER**

Contract No / P.O. #:		
Task Order No.:		
Task Order Bonds Needed?:	<input type="checkbox"/> YES	<input type="checkbox"/> NO
Account No.:		
Project No.:		
Vendor No.:		

Contract Purpose: _____
 Contractor Name: _____
 Project Manager: _____

This Task Order is hereby executed on:

The Contractor is hereby authorized to perform the following work subject to the provisions of the Agreement identified above:

Description of Work

The dollar amount for this task order is: _____ dollars and ____/100 (_____)

Estimated Completion Date:

The undersigned Contractor hereby agrees that it will provide all equipment, furnish all materials, except as may be otherwise noted above, and perform all work specified above in accordance with the Agreement identified above and will accept as full payment therefore in the amount shown above.

1. APPROVED BY: _____
 City Manager

2. ACCEPTED BY: _____
 Contractor

**NOTE: No payments will be made prior
 to City Manager or Council approval**

QC: _____

EXHIBIT “C”

COMPENSATION

In the event that this Agreement is renewed pursuant to Section 3.1.2, the rates set forth above may be increased or reduced each year at the time of renewal, but any increase shall not exceed the Consumer Price Index, All Urban Consumers, Los Angeles-Riverside-Orange Counties. The City and Contractor may review the CPI on an annual basis and recommend adjustments to the City Manager or City Council for approval. Any increase shall not exceed the Consumer Price Index.

The maximum compensation for Services to be provided pursuant to each Task Order shall be set forth in the relevant Task Order. The total annual compensation, in the aggregate, shall not exceed **Four Million Five Hundred Thousand Dollars (\$4,500,000)** without written approval of the City Council, Housing Authority Board, Executive Director, or City Manager, as applicable.

Pricing schedule is as follows:

EXHIBIT "D"

SPECIAL PROVISIONS

1. PRE-COMMENCEMENT CONFERENCE

A pre-commencement conference shall be conducted at the Palm Desert City Hall, 73 510 Fred Waring Drive, Palm Desert, California, 92260 prior to the start of work. The area manager or superintendent assigned by the Contractor for this project shall be present at the Pre-commencement Meeting. The Contractor shall prepare a tentative maintenance schedule for submission and review at the pre-commencement meeting. The discussion shall include but not be limited to: project supervision; progress schedules and reports; payments to Contractor; safety; and other anticipated issues pertinent to the contract.

At this conference, the Contractor shall designate, in writing, a representative who shall have authority to act for the Contractor. An alternate representative may be designated. The representative or alternate shall be available whenever work is in progress or whenever actions of the elements necessitate its presence to take measures necessary to protect the project, persons, or property. Any order or communication given to this representative shall be deemed delivered to the Contractor.

Those attending the meeting shall include, but not be limited to the following:

1. Contractor
2. City of Palm Desert Deputy Director of Public Works
3. City of Palm Desert Project Manager
4. City of Palm Desert Public Works Staff
5. Pertinent Subcontractor(s)

2. PUBLIC CONVENIENCE

The Contractor shall conduct operations as to offer the least possible obstruction and inconvenience to the public and shall have under active maintenance no greater length or amount of work then can be prosecuted properly with due regard to the rights of the public. Contractor must obey Housing directives.

Paths of travel must be maintained free of obstructions and hazardous conditions when contractor is off site. To the extent any portion of the work requires obstructing pedestrian paths of travel, the work area shall be secured and cordoned off to prevent use of equipment. Where Contractor's operations may create hazardous conditions to pedestrian paths of travel, appropriate signing and barricades shall be installed to safely route pedestrians around the impacted area.

3. HOURS OF WORK

Unless otherwise approved by City, Contractor shall not work outside the established hours of operation under this contract:

May 1 through September 30

- Weekdays (MTWTF): 5:30 AM to 7:00 PM
- Weekends (Saturday): *8:00 AM to 5:00 PM

Exhibit "D"

- Weekends (Sunday): No Work
- Government Code Holidays: No Work

October 1 through April 30

- Weekdays (MTWTF): 7:00 AM to 5:30 PM
- Weekends (Saturday): *8:00 AM to 5:00 PM
- Weekends (Sunday): No Work
- Government Code Holidays: No Work

*Work is permitted on Saturdays only with prior approval by the City or its agent. Work is not permitted on Sundays and during the City of Palm Desert holidays.

Failure to observe these work hours may result in a citation being issued to the offenders by the police department. (Emergency work directed by City is not held to these restrictions.)

4. UTILITY REQUIREMENTS

The Contractor is advised of the existence of the utility notification service provided by UNDERGROUND SERVICE ALERT (USA). USA member utilities will provide the Contractor with the precise locations of their substructures in the construction area when the Contractor gives at least 48-hours' notice to the Underground Service Alert by calling 1-800-227-2600. The location and existence of utilities and improvements shown on the plans are approximate and taken from available records. The Contractor shall verify the location of existing improvements and shall take all precautions to protect them whether shown or not.

5. USE OF AND PROTECTION OF PREMISES AND REMOVAL OF DEBRIS

The Contractor shall be responsible for all damages to persons or property that occurs as a result of the work. Contractor shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance by the City. All work shall be solely at the Contractor's risk. Contractor shall adequately protect adjacent property from settlement or loss of lateral support as necessary. Contractor shall comply with all applicable safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the Project site where work is being performed. Contractor shall erect and properly always maintain, as required by field conditions and progress of work, all necessary safeguards, signs, barriers, lights, and watchmen for protection of workers and the public, and shall post danger signs warning against hazards created in the course of construction.

Contractor shall remove at its own expense all rubbish and waste materials resulting from its operations, including material that is replaced, packaging material, and other debris generated. If on private property, Contractor must obtain permission from the property owner prior to removing debris. All debris must be removed before the end of the day unless otherwise directed by City of Palm Desert or City of Palm Desert's agent.

6. CHANGES IN THE WORK

Contractor shall make no changes in the work without written direction from City. Contractor shall not be compensated for any change made without City's written direction. No changes in the work covered by this Agreement shall exonerate any surety or any bond given in connection with this Agreement. All such changes in the work authorized by change order shall be performed under

the applicable conditions of the Contract Documents. Contractor must give written notice of a proposed change order required for compliance with the Contract Documents within seven (7) days of discovery of the facts giving rise to the proposed change order.

7. CLAIMS

The Contractor will indemnify and save the City of Palm Desert, City and their agents harmless from all claims growing out of the lawful demand of Subcontractors, laborers, workmen, mechanics, material supplier, and furnishers of machinery and parts thereof, equipment tools, and supplies, incurred in the furtherance of the performance of the work. The Contractor shall, at the City's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so the City may, after having notified the Contractor, either pay unpaid bills or withhold from the Contractor's unpaid compensation a sum of money deemed reasonable and sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of the Contract Documents, but in no event shall the provisions of this sentence be constructed to impose any obligations upon the City to either the Contractor his Surety, or any third party. In paying any unpaid bills of the Contractor, any payment so made by the City shall be considered as a payment made under the Contract Documents by the City to the Contractor and the City shall not be liable to the Contractor for any such payment made in good faith.

8. DISPUTE RESOLUTION

Notwithstanding any other provision herein, provisions and procedures in this Section, claims of \$375,000 or less shall be resolved pursuant to the procedures set forth in California Public Contract Code §§ 20104, et seq. Contractor shall comply with the claim procedures set forth in Government Code section 900 et seq. prior to filing any lawsuit against the City. If no such Government Code claim is submitted, or if the prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a lawsuit against the City.

9. PROJECT SAFETY

The Contractor shall take all responsible precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

1. All employees on the project and all other persons who may be affected thereby;
2. All the work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor or any of his Subcontractor or Sub-Subcontractors;
3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction; and
4. Vehicular and pedestrian traffic on or near the project site. This requirement shall apply continuously and not be limited to normal working hours.

The Contractor is responsible to design, construct and maintain all safety devices as required by law or manufacturer. The Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public City bearing on the safety of persons or property or their protection from damage, injury or loss. Neither the City of Palm Desert nor the City of Palm Desert's Representative shall enforce safety measures or regulations. The contractor

must submit a comprehensive written safety program covering all aspects of onsite and applicable offsite operations and activities associated with the contract.

The Contractor shall erect and maintain, as required by existing conditions and progress of the work, all reasonable safeguards for safety and protection, including posting signs and other warnings against hazards, promulgating safety regulations and notifying park users that repairs are being made. The Contractor shall use proper safety signing and barricading as defined by ASTM 1487 and best practices

The Contractor shall use such foresight and shall take such steps and precautions as operations make necessary to protect the public from danger or damage, or loss of life or property, which would result from the interruption or contamination of public water supply, irrigation or other public service or from the failure of partly completed work.

The Contractor shall take all necessary precautions to protect the public from the hazards of open excavations, and other worksite hazards. Repairs shall either be covered or adequately fenced at night and on weekends or whenever operations are not in actual progress.

High visibility clothing shall be worn at all times when working on the project. It is the Contractor's responsibility to ensure that this requirement is enforced.

Contractor shall ensure that all working personnel are identified by a work uniform that, at a minimum, consists of a shirt that identifies the company. All work vehicles used on the project shall also be identified, at a minimum, with the company name adequately displayed on the vehicles.

All safety devices and all guards for equipment shall be in place and in proper working order during equipment use. No safety device or guards shall be removed, modified or altered in any way, except in strict accordance with the manufacturer's recommendation.

In case of an emergency, which threatens loss or injury to property or life, Contractor shall act without previous instructions as the situation may warrant. Contractor shall notify Project Manager immediately thereafter. Any compensation for emergency work claimed by Contractor, together with substantiating documentation, shall be submitted to City of Palm Desert.

Whenever, in the opinion of the City of Palm Desert, an emergency exists against which the Contractor has not taken sufficient precaution for the safety of the public or the protection of utilities or of adjacent structures or property or if immediate action shall be considered necessary in order to protect public or private personnel or property interest, or prevent likely loss of human life or damage on account of the operations under the contract, then and in that event, the City of Palm Desert may provide suitable protection to said interest by causing such work to be performed and material to be furnished, as, in the opinion of the City of Palm Desert, may seem reasonable and necessary. The cost and expense of said labor and material together with the cost and expense of such repairs as may be deemed necessary shall be borne by the Contractor. If he shall not pay said cost and expense upon presentation of the bills therefor, duly certified by the Project Manager, then said costs and expense will be paid by the City of Palm Desert and shall thereafter be deducted from any amounts due, or which may become due said Contractor. Failure of the City of Palm Desert to take such precautionary measure shall not relieve the Contractor of his full responsibility for public safety.

10. WORK AREA APPEARANCE

The Contractor shall maintain the work area in a neat and orderly fashion. When practical, debris developed during maintenance operations shall be disposed of concurrently with its removal. If stockpiling is necessary, the material shall be removed or disposed of daily. No tarps shall be left unattended in parking areas without express permission from the City of Palm Desert. No tarps shall be permitted in any area overnight.

11. CLEANUP AND RESTORATION OF SURFACES

The Contractor shall, as directed by the Project Manager, remove from all public and private property, at its own expense, all temporary structures, rubbish and waste materials resulting from its operations. This includes temporary work area(s) obtained by the Contractor.

All existing surfaces, whether asphaltic or concrete, Portland Cement concrete, permanent fencing and barriers, landscape material such as turf, trees, shrubs, gravel, etc., or other, shall, after operations, be restored to a condition at least equal to that which existed prior to landscape maintenance activity. All restoration shall be in-kind. Restoration shall include, but not be limited to, the replacement of landscape planting and irrigation system, and pavement striping which are disturbed by the Contractor's operations in the course of work.

12. RECYCLING SPECIFICATIONS

Contractor shall segregate the following materials generated by this job and shall haul, or have the material hauled, to recycling, composting or other properly permitted and County-licensed, diversion facilities: Dirt; Sod; Grass; Wood; Concrete (with and without rebar); masonry; landscape irrigation piping and fittings; asphalt; gravel and rock.

Contractor shall submit weight tickets to the City of Palm Desert on a monthly basis showing the quantity (tons) delivered to each diversion facility. Contractor shall also submit to City of Palm Desert, on a monthly basis, all weight tickets showing the tons of all non-divertible material that have been delivered to landfill.

Contractor shall include the costs for the diversion of the above-listed materials in its bid for the job. All other debris generated that is beyond the scope of normal and routine maintenance shall be paid as an extra. Contractors are responsible for doing their own research in contacting the recycling, composting and other processing and diversion facilities to confirm the tipping fees for the various types of materials. Contractor may utilize any recyclers or processors provided that Contractor submits written evidence that said facilities are operating in compliance with all state, federal and local laws. Contractor is liable and responsible for any illegal dumping activities for any and all materials generated at the job site.

Contractor shall remove all green waste generated from maintenance operations on a daily basis. No green waste will be allowed to remain on site after work hours. Disposal of green waste shall not be allowed in any City of Palm Desert trash can, bin or other City of Palm Desert facility (i.e. corporation yard or satellite yards), or in any park refuse container unless other arrangements have been authorized by City of Palm Desert. Contractor shall recycle all green waste removed from City of Palm Desert landscaped areas at a County-licensed facility. If any compost is used in the execution of the landscape maintenance contract, it must be from a facility that receives and composts City or City of Palm Desert green waste. Said products shall be approved by the Project Manager or his designee before use. Contractor shall submit verification of green waste disposal in the Green Waste Monthly Report.

13. PERMITS AND LICENSES

- a. Permits: Contractor, and any subcontractors shall obtain permits for all work within the City, City of Palm Desert, and State public right-of-way, and the project area and will maintain proper safety and regulatory signs for such work.
- b. Licenses: Contractor shall obtain and pay all costs incurred for licenses necessitated by his operations. Prior to starting any work, the Contractor and all subcontractors shall be required to have a City of Palm Desert Business Tax Registration valid for the time they are engaged in work. The cost of these fees shall be included in the price and no additional compensation will be allowed therefor.
- c. Fees: Contractor shall be responsible for all inspection and permit fees required by agencies (other than the City of Palm Desert, Public Works Department) necessitated by his operations for this project. This includes fees required for inspection work within the right-of-way of these other agencies and other public right-of-way. The cost of these fees shall be included in the lump sum contract bid price and no additional compensation will be allowed therefor.

14. POTHOLING

Prior to commencement of any structure replacement, Contractor shall physically locate, verifying horizontal and vertical locations, and map existing underground facilities within the work area that are marked by Underground Service Alert (USA) or shown on the drawings. Contractor shall protect all such facilities from damage due to construction activities for the duration of the project. Contractor shall deliver a plan with the location of each potholed utility to the Project Manager. Repair of damage to such facilities shall be at the Contractor's expense and shall be considered as integral to this item of work. Contractor shall be responsible for following all applicable rules and regulations concerning work in the vicinity of underground and/or overhead utilities. The cost for potholing shall be included in the unit prices bid for the various contract items, and no additional compensation will be allowed therefor.

15. RELOCATION

In the event of Contractor negligence, it becomes necessary to alter or temporarily relocate service connections (including but not limited to: water, irrigation water, sewer, electrical, natural or manufactured gas, underground and/or overhead telephone, cable television, and electrical) it shall be the responsibility of the Contractor. The Contractor shall restore the service connections as soon as possible after any disruption in service. The Contractor shall make all arrangements with the utility owners regarding such work. The costs for such work on service connections shall be included in the lump sum contract bid price, and no additional compensation will be allowed therefor.

16. SURPLUS MATERIALS

All material not suitable for stockpiling as outlined in Section 300-2.2 of the Standard Specifications, which contain debris, shrubbery, asphaltic concrete, Portland Cement concrete or other deleterious material shall become the property of the Contractor. Surplus material encountered in a manner not associated with regular on-going maintenance activities shall be subject to removal at time and material basis upon approval by the City of Palm Desert.

Material shall be disposed of at a legally acceptable disposal site furnished by the Contractor and shall be considered as included in the lump sum contract bid price for and no additional compensation will be made therefor.

17. INSPECTION OF THE WORK

Exhibit "D"

There will be inspection of this work to ensure strict adherence to the specifications and work schedule submitted by the Contractor. It shall be the responsibility of the Contractor to notify the City of Palm Desert should any deviation of said work schedule become necessary. Any work done in unauthorized areas or in a manner unacceptable to the inspector shall not be accepted or paid for by the City of Palm Desert.

18. PROTECTION OF PUBLIC

The Contractor shall take all necessary precautions to protect the public, especially children, from the hazards of their maintenance operations.

Unusual conditions may arise during the scope of work, which will require that immediate and special provisions be made to protect the public from danger or loss or damage to life and property, due directly or indirectly to the progression of the work. It is part of the service required of the Contractor to make such provisions and to furnish such protection.

Whenever, in the opinion of the City of Palm Desert, an emergency exists against which the Contractor has not taken sufficient precaution for the safety of the public or the protection of utilities or of adjacent structures or property or if immediate action shall be considered necessary in order to protect public or private personnel or property interest, or prevent likely loss of human life or damage on account of the operations under the contract, then and in that event, the City of Palm Desert may provide suitable protection to said interest by causing such work to be performed and material to be furnished, as, in the opinion of the City of Palm Desert, may seem reasonable and necessary.

Materials and equipment shall be stored so as to not create a public nuisance and to ensure the preservation of their quality and fitness for the work. No materials or equipment shall be stored at the project site unless its use is imminent.

The Contractor is responsible to design, construct and maintain all safety devices and be responsible for conforming to all local, state and federal safety and health standard, laws and regulation

19. TRAFFIC CONTROL

Contractor shall comply with the State of California and Cal-OSHA Safety Rules and Regulations and the American National Standards Institute (ANSI) 2133.1 standards. Contractor shall supply all delineation, signing and clothing as required by the State of California Department of Transportation. Contractor shall provide and maintain work zone traffic control devices at all times in accordance with the WATCH Manual, the California MUTCD, and as directed by the City of Palm Desert's Representative or his/her designee. All roadway signs, delineators, channelizers, cones and barricades shall be in "like new" condition. All roadway signs used for nighttime traffic control shall have retroreflective sheeting that meet or exceed ASTM Standard D 4956 Type III.

When required by the City of Palm Desert's Representative or when maintenance activities require a traffic control setup that does not conform to standard traffic control layouts as detailed in the previously referenced standard manuals, then the Contractor shall be required to submit project traffic control plans for review and approval by the City. Minor adjustments of the traffic control set up may be made in the field with prior approval from the City Inspector.

A minimum of one (1) 12-foot (12') travel lane in each direction shall be maintained at all times on residential, collector and arterial streets during maintenance operations. No reduction of the travel way width and/or travel lanes shall be permitted before 8:30 a.m., or after 4:30 p.m., unless prior approval from the City Project Manager is obtained. If the closing or opening of a street (either partially or fully) within the City is approved by Project Manager, Contractor shall notify the City Inspector assigned to the project and local authorities at least twenty-four (24) hours prior to the scheduled closing or opening.

A minimum of a four-foot (4') wide ADA compliant pedestrian path of travel must be maintained in the sidewalk area at all times. The area under maintenance in the sidewalk areas must be maintained free of hazardous conditions. The immediate area must be barricaded in such a manner that pedestrian traffic cannot enter.

Access to driveways shall be maintained from at least one end of the work area at all times. At no time is any business or residence to be without access unless otherwise approved by Project Manager. Contractor shall notify residents or businesses of restricted access forty-eight (48) hours in advance of construction activities.

The Contractor shall abate dust nuisance on traffic lanes, detours and work site by cleaning, sweeping and sprinkling with water or other means, as necessary, during and after the course of their work.

The compensation for furnishing, placing, maintaining and removing traffic cones, telescoping tree flags, advance warning signs, flagmen, barricades, temporary striping and other safety devices, as required for public safety or as directed by the City Project Manager, shall be considered as included in the in the contract bid price, and no additional compensation will be made therefor.

20. DUST CONTROL/AIR CONTAMINANTS

The Contractor must comply with the City of Palm Desert's Municipal Code, Chapter 8.20, "Public Nuisances" Chapter 27.12.140, and City of Palm Desert Ordinance 294. Contractor must also comply with Chapter 24.12 "Fugitive Dust (PM10) Control" of City of Palm Desert Municipal Code.

Dust generated by traffic, Contractor's operations, or wind are all included in the definition of "dust." The Contractor is responsible for monitoring all of the active maintenance areas during the life of the contract, and special attention shall be given to areas during over-seeding operation. The Contractor shall not discharge smoke, dust, or any other air contaminants into the atmosphere in such quantity as will violate the regulations of any legally constituted City of Palm Desert.

Payment for maintaining dust control and air contaminates within the project area shall be included in the lump sum contract proposal price, and no additional compensation will be allowed therefor.

21. WATER

Water shall not be taken from any commercial or residential systems without the express written consent of the owner.

22. MEASUREMENT AND PAYMENT

City of Palm Desert has specific criteria by which to evaluate the performance of Contractor on a weekly basis. If performance by Contractor is deficient, City of Palm Desert reserves the right to subtract an associated amount from the billing. Since it is difficult to quantify and assess a value to every aspect of the work, City of Palm Desert may implement liquidated damages of \$250 per day per incident until the deficiency is corrected. The following is a brief summary of possible deficiencies:

1. Failure to comply with Contract Documents.
2. Failure to comply in a timely manner with contractually legitimate requests made by City of Palm Desert.
3. Failure to provide specified reports or falsification of reports.
4. Failure to supply adequate equipment, labor or supervision.
5. Failure to repair deficiencies in the allotted time frame.
6. Failure to comply with schedules.
7. Failure to protect public health and safety.
8. Failure to provide adequate identification on vehicles or employees.

In the event Contractor fails to perform contractual obligations to the satisfaction of City of Palm Desert, City of Palm Desert may choose to obtain the services of a separate maintenance provider to fulfill Contractor's obligations, and any and all associated charges shall be the responsibility of the Contractor.

Invoices must be rendered on Contractor's standard billhead or official letterhead. Contractor shall submit invoices within 30 days after completion of work. Invoices shall include the contract number, location, name of work requester, and payment terms of NET 45. Contractor shall submit monthly Statements for invoices generated during the previous month and note outstanding invoices. Failure to submit invoices within sixty (60) days after completion of work, without a City approved work order, and/or within thirty (30) days after the last date of provided Services or termination of this Agreement shall constitute a waiver of its right to payment.

23. VEHICLES ON SIDEWALK AND TURF

Contractor vehicles shall not drive on sidewalks or turf without prior City of Palm Desert approval.

24. REFUSE DISPOSAL

All refuse collected shall be removed and taken to a sanitary landfill at Contractor's expense. Disposal of debris shall not be allowed in any City of Palm Desert trash can, bin or other City facility (i.e., corporation yard or satellite yards), or in any park refuse container unless other arrangements have been authorized by City of Palm Desert.

25. GREEN WASTE

Contractor shall remove all green waste generated from maintenance operations on a daily basis. No green waste will be allowed to remain on site after work hours. Disposal of green waste shall not be allowed in any City of Palm Desert trash can, bin or other City facility (i.e., Corporation Yard or satellite yards), or in any park refuse container unless other arrangements have been authorized by City of Palm Desert. Contractor shall recycle all green waste removed from City of Palm Desert landscaped areas at a County-licensed compost facility. If any compost is used in the execution of the landscape maintenance contract, it must be from a facility that receives and composts City of Palm Desert green waste. Said products shall be approved by the City of Palm

Desert or his designee before use. Contractor shall submit verification of green waste disposal in the Green Waste Monthly Report.

26. SCHEDULES

At the pre-commencement conference, Contractor and City of Palm Desert staff will review the Work requirements and Contractor will formulate a priority list and submit to City for review. Contractor shall submit a Schedule outlining the work and estimated costs. Once approved by the City, Contractor will proceed with ordering material for the repairs. If, during the first thirty (30) days, an adjustment in the schedule needs to be made, Contractor may submit a revised schedule for approval.

27. LICENSE AND CERTIFICATION REQUIREMENTS

Contractor shall possess all permits and licenses required to comply with city, county, state or federal laws for the work activities performed, including the use of chemicals. Contractor assumes responsibility and liability for use of all chemical controls and shall at all times perform chemical applications in accordance with governmental regulations and industry standards for their safe and appropriate use.

At the time that the Proposal is submitted, Contractor shall possess current licensure and certification as follows, and the same shall be maintained current and valid for the term of the contract:

Class B Contractor License; and specialized Class C licenses as needed.

Exhibit "E"
PERFORMANCE BOND

Contract No. _____

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of Palm Desert (hereinafter referred to as "City") has awarded to Vendor Name, (hereinafter referred to as the "Contractor") an agreement for Facilities Repairs and Improvements Project (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated July 1, 2025, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, Vendor Name, the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the City in the sum of Four Million, Five Hundred Thousand Dollars, (\$4,500,000), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers and representatives, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by City, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage resulting from or caused by defective materials or faulty workmanship, Surety shall undertake and faithfully fulfill all such obligations. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the City's rights or the Contractor or Surety's obligations under the Contract, law, or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever Contractor shall be, and is declared by the City to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the City's option:

- (1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or
- (2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the

Exhibit "C"

Contract No. _____

lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the City, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

- (3) Permit the City to complete the Project in any manner consistent with local, California and federal law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the City, when declaring the Contractor in default, notifies Surety of the City's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project, including but not limited to the provisions of sections 2819 and 2845 of the California Civil Code.

[SIGNATURES ON NEXT PAGE]

Contract No. _____

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20____.

(Corporate Seal)

Contractor/ Principal

By _____

Printed name: _____

Title: _____

(Corporate Seal) Surety

By: _____

Printed Name: _____

Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached.

The rate of premium on this bond is _____ per thousand. The total amount of premium charges, \$ _____.

(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of Agent or Representative for service of process in California, if different from above)

(Telephone number of Surety and Agent or Representative for service of process in California)

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

Notary Acknowledgment

Contract No. _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER**DESCRIPTION OF ATTACHED DOCUMENT**

- ☐ Individual
☐ Corporate Officer

- _____
Title(s)
- ☐ Partner(s) ☐ Limited
 ☐ General
- ☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for Contractor/Principal.

Notary Acknowledgment

Contract No. _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER**DESCRIPTION OF ATTACHED DOCUMENT**

- ☐ Individual
☐ Corporate Officer

- _____
Title(s)
☐ Partner(s) ☐ Limited
☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

Title or Type of Document_____
Number of Pages_____
Date of Document_____
Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of-Attorney to local representatives of the bonding company must also be attached.

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS That

WHEREAS, the City of Palm Desert (hereinafter designated as the "City"), by action taken or a resolution passed June 12, 2025, has awarded to Vendor Name, hereinafter designated as the "Principal," a contract for the work described as follows:

Facilities Repairs and Improvements Project (the "Project").; and

WHEREAS, the work to be performed by the Principal is more particularly set forth in the Contract Documents for the Project dated July 1, 2025, ("Contract Documents"), the terms and conditions of which are expressly incorporated by reference; and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the City in the penal sum of Four Million, Five Hundred Thousand Dollars, (\$4,500,000) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 9100 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by City in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or

Contract No. _____

attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or City and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned and the provisions of sections 2819 and 2845 of the California Civil Code.

[SIGNATURES ON NEXT PAGE]

SAMPLE

Contract No. _____

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

(Corporate Seal)

Contractor/ Principal

By _____

Printed name: _____

Title: _____

(Corporate Seal) Surety

By: _____

Printed Name: _____

Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached. A Power-of-Attorney authorizing the person signing on behalf of the Surety to do so much be attached hereto.

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

Notary Acknowledgment

Contract No. _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

- ☐ Individual
☐ Corporate Officer

Title(s) _____

- ☐ Partner(s) ☐ Limited
☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document _____

Number of Pages _____

Date of Document _____

Signer(s) Other Than Named Above _____

NOTE: This acknowledgment is to be completed for Contractor/Principal.

Notary Acknowledgment

Contract No. _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER**DESCRIPTION OF ATTACHED DOCUMENT**

- ☐ Individual
☐ Corporate Officer

Title(s)
☐ Partner(s) ☐ Limited
☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Title or Type of Document_____
Number of Pages_____
Date of Document

Signer is representing:
Name Of Person(s) Or Entity(ies)

Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of-Attorney to local representatives of the bonding company must also be attached.



City of Palm Desert
PW - Operations & Maintenance
Randy Chavez, Director of Public Works
73-510 Fred Waring Drive, Palm Desert, CA 92260

[AMTEK CONSTRUCTION] RESPONSE DOCUMENT REPORT

RFP No. 2024-RFP-161

Facilities Repairs and Improvements Project 4

RESPONSE DEADLINE: April 17, 2025 at 5:00 pm

Report Generated: Friday, May 9, 2025

AMTEK CONSTRUCTION Response

CONTACT INFORMATION

Company:

AMTEK CONSTRUCTION

Email:

deena@amtekconstruction.com

Contact:

Deena Moore

Address:

946 N Lemon Street
Orange, CA 92867

Phone:

(562) 696-7111

Website:

www.amtekconstruction.com

Submission Date:

Apr 17, 2025 10:35 AM (Pacific Time)

ADDENDA CONFIRMATION

Addendum #1

Confirmed Apr 11, 2025 10:18 AM by Deena Moore

Addendum #2

Confirmed Apr 11, 2025 10:18 AM by Deena Moore

Addendum #3

Confirmed Apr 11, 2025 10:18 AM by Deena Moore

Addendum #4

Confirmed Apr 11, 2025 10:18 AM by Deena Moore

QUESTIONNAIRE

1. Proposal (WITHOUT COST)*

Proposals shall be concise, well organized and demonstrate qualifications and applicable experience. Proposals shall be organized and include page numbers for all pages in the proposal. The proposal shall be uploaded here, in the following order and shall include:

1. Cover Letter

- A. This letter should briefly introduce the firm, summarize the firm's general qualifications, include an executive summary of the specific approach which will be used to deliver the work scope; and identify the individual(s) name, address and phone number authorized to negotiate Agreement terms and compensation.

2. Experience and Technical Competence

- A. **Background:** Provide history of the firm's consulting experience which specifically addresses the individual or firm's experience with similar Service as described in this RFP.

- B. **References:** The proposal shall include a list of recently completed projects that are similar in scope and function to this RFP. Provide a description of the project, client name, and the name, title, and telephone number of the primary contact person.

3. **Firm Staffing and Key Personnel**

- A. **Staffing:** Provide the number of staff to be assigned to perform the Services and the names/discipline/job title of each as well as your firm's capacity to provide additional personnel as needed.
- B. **Key Personnel:** Identify key persons that will be principally responsible for working with the City. Indicate the role and responsibility of each individual.
- C. **Team Organization:** Describe proposed team organization, including identification and responsibilities of key personnel.
- D. **Subcontractors:** The Proposer shall identify functions that are likely to be subcontracted and identify the subcontractor that is anticipated to perform each function.

4. **Proposed Method to Accomplish the Work**

- A. Describe the technical and management approach to providing the Services to the City. Proposer should take into account the scope of the Services, and general functions required. Include a draft first year schedule of tasks, milestones, and deliverables that will provide for timely provision of the Services. In reviewing the scope of Services and goals described herein, the Proposer may identify additional necessary tasks and is invited to bring these to the City's attention within the discussion of its proposed method to accomplish the work.

AMTEK_CONSTRUCTION_REPONSE-_Proposal.pdf

2. **Non-Collusion Declaration***

The undersigned declares:

I am an authorized representative of my company, the party making the foregoing Bid, to certify the following.

The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone

else to put in a sham bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid Price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid Price, or of that of any other Bidder. All statements contained in the Bid are true. The Bidder has not, directly or indirectly, submitted his or her Bid Price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Confirmed

3. Iran Contracting Act Certification*

(Public Contract Code section 2200 et seq.)

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option selected below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 et seq.) is true and correct.

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of \$250,000 or twice the Contract amount, termination of the Contract and/or ineligibility to bid on contracts for three years.

The Contractor is not identified on the current list of person and entities engaged in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or a financial instruction that extends, for 45 calendar days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

4. Enter your valid CA Contractors State License Board (CSLB) number*

Please enter your License Number here. This will be verified against the state database.

490382

[Click to Verify](#) *Value will be copied to clipboard*

5. Enter your California Department of Industrial Relations (DIR) Registration number*

Please enter your Public Works Contractor DIR Number. This will be verified against the state database.

1000009822

[Click to Verify](#) *Value will be copied to clipboard*

6. Type of Business*

S Corporation (if corporation, two signatures are required)

7. Litigation*

Provide litigation history for any claims filed by your firm or against your firm related to the provision of Services in the last five (5) years (or type "N/A").

N/A

8. Changes to Agreement*

The City or Authority standard professional services agreement contract is included as an attachment herein. The Proposer shall identify any objections to and/or request changes to the standard contract language in this section of the proposal (or type "N/A"). If you are identifying changes here **ALSO** upload a copy of the redlined Language/Agreement with your Proposal. Changes requested may effect the City or Authority's decision to enter into an Agreement.

N/A

9. No Deviations from the RFP*

In submitting a proposal in response to this RFP, Proposer is certifying that it takes no exceptions to this RFP including, but not limited to, the Agreement. If any exceptions are taken, such exceptions must be clearly noted here, and may be reason for rejection of the proposal. As such, Proposer is directed to carefully review the proposed Agreement and, in particular, the insurance and indemnification provisions therein (or type "N/A").

Maximum response length: 5000 characters

N/A

10. Project Team Resumes*

Submit resumes of all key personnel/support staff that will produce work product for the Services. Describe their qualifications, education, and professional licensing.

AMTEK_CONSTRUCTION_REPONSE-_Project_Team_Resumes.pdf

11. List the Signatory(s) Authorized to Sign and Bind an Agreement.*

(If two (2) signatures are required, include the following information for both signatories)

1. Full Name
2. Title
3. Physical Business Address
4. Email Address
5. Phone Number

- A. Full Name: Alan Sayce
- B. Title: President / CEO
- C. Physical Business Address: 946 N LEMON STREET, ORANGE CA 92867
- D. Email Address: alan@amtekconstruction.com

- E. Phone Number: Office (562) 696-7111 Ext.101

- A. Full Name: Steve Sayce
- B. Title: Vice President
- C. Physical Business Address: 946 N LEMON STREET, ORANGE CA 92867
- D. Email Address: steven@amtekconstruction.com
- E. Phone Number: Office (562) 696-7111

- A. Full Name: Deena Moore
- B. Title: Secretary/COO/ Service Manager
- C. Physical Business Address: 946 N LEMON STREET, ORANGE CA 92867
- D. Email Address: deena@amtekconstruction.com
- E. Phone Number: Office (562) 696-7111 Ext.103

- A. Full Name: Loretta Sayce
- B. Title: Treasurer/ CFO
- C. Physical Business Address: 946 N LEMON STREET, ORANGE CA 92867
- D. Email Address: loretta@amtekconstruction.com
- E. Phone Number: Office (562) 696-7111 Ext.105

12. Certification of Proposal: The undersigned hereby submits its proposal and, by doing so, agrees to furnish services in accordance with the Request for Proposal (RFP), and to be bound by the terms and conditions of the RFP.*
Confirmed

PRICE TABLES

HOURLY RATES

These rates are to be used to provide quotes for work under the Maintenance Services Agreement and incorporated into Task Orders.

Line Item	Description	Unit of Measure	Unit Cost
1	Construction Foreman	Hourly Rate	\$190.00
2	Construction Supervisor	Hourly Rate	\$197.00
3	Framer	Hourly Rate	\$174.00
4	Drywall Installer	Hourly Rate	\$174.00
5	Plumber	Hourly Rate	\$190.00
6	Concrete worker	Hourly Rate	\$168.00
7	Carpenter	Hourly Rate	\$174.00
8	Painter	Hourly Rate	\$168.00
9	Welder	Hourly Rate	\$168.00
10	Flooring Installer	Hourly Rate	\$168.00
11	Electrician	Hourly Rate	\$177.00

Line Item	Description	Unit of Measure	Unit Cost
12	Laborer	Hourly Rate	\$168.00



AMTEK CONSTRUCTION
ENGINEERED AND BUILT TO LAST
Est. 1983

946 N Lemon St. Orange, CA 92867 (562) 696-7111

AMTEK Construction Response
To
City of Palm Desert
For
Facilities Repairs and Improvements Project 4
Project ID: 2024-RFP-161

Palm Desert City Hall
Administrative Conference Room
73-510 Fred Waring Drive
Palm Desert, CA 92260

Due Date: 4/17/2025 5:00 PM

General Electrical Contractor, California Contractor
License # 490382 A, B, C7, C8, C10, C12, C61/D06, C61/D38, C61/D31, C61/D21, C61/D42, C61/D34
Federal I.D. # 90-0937001
DIR # 1000009822
www.amtekconstruction.com



AMTEK CONSTRUCTION
ENGINEERED AND BUILT TO LAST
Est. 1983

946 N Lemon St. Orange, CA 92867 (562) 696-7111

A. Cover Letter

As the CEO/President of AMTEK Construction, I am pleased to present my company to Cal-State University Northridge. AMTEK currently holds license #490382 with classification of A, B, C-7, C-8, C-10, C-12, D06, D21, D31, D34, D38, and D42. AMTEK Construction is a family owned and operated company that has been in existence since 1983. During that time, we have performed service projects for Orange County Public Works, Orange County Community Resources, City of Irvine, City of Torrance, City of Manhattan beach, Mojave Water Agency, City of Coachella, Eastern Municipal Water District, City of Claremont, and many more. We have performed services for these entities such as complete building maintenance, lighting maintenance, UPS/Battery maintenance, air-compressor maintenance, generator maintenance, conveyor/carousel maintenance, electrical maintenance, and even water softener maintenance to name a few. AMTEK is fully committed to providing CSUN with complete service for everything they require within this RFP.

AMTEK is fully committed to providing the best service possible to CSUN for this RFP. As such, I, Alan Sayce, the CEO/President is the main point of contact for this RFP. In my absence, my COO/Service Manager, Deena Moore, will be the second point of contact.

Alan Sayce

CEO/President

Work: 562-696-7111

Cell: 562-217-2887

Fax: 562-696-7022

Address: 946 N. Lemon St., Orange CA 92867

Deena Moore

COO/Service Manager

Work: 562-696-7111

Cell: 714-317-7334

Fax: 562-696-7022

Address: 946 N. Lemon St., Orange CA 92867

Lastly, AMTEK has the staff, comprised of electricians and plumbers mostly, to handle every aspect of this RFP for Palm Desert. Furthermore, AMTEK has reviewed any/all addendums for this project. If (hopefully when) AMTEK is selected for this project, we will gladly enter the contract per the terms presented herein.

We look forward to working with you.

General Electrical Contractor, California Contractor

License # 490382 A, B, C7, C8, C10, C12, C61/D06, C61/D38, C61/D31, C61/D21, C61/D42, C61/D34

Federal I.D. # 90-0937001

DIR # 1000009822

www.amtekconstruction.com

B. Experience and Technical Competence

1. Background:

Amtek Construction has many satisfied customers and has built a solid customer relations orientation base with our employees. Amtek has been in business for over Forty (42) years and has successfully established company goals whereby key personnel are assigned to a specific customer to separate other clients, thereby assuring a higher standard of quality.

AMTEK Construction is a unique company in that while we may specialize in electrical and concrete services, we also have the crew that can handle complete building maintenance services. Through our service department, AMTEK has provided services from electrical, to lighting, to high voltage, to water softener services, to generator maintenance, to overall building maintenance, including plumbing, carpentry, painting, and many more.

2. References:

CASEY PROPERTIES- VARIOUS PROPERTIES

Location: 3520-3528 FIRST STREET, Santa Ana

Project duration: 6/2019- 1/2026

Contract amount: Hourly rate, Bill per work order given.

Contact: Matt Miller

Telephone: 949-370-3721

Email: caseypropertiesca@gmail.com

Job Description: Provide On-call maintenance/ Miscellaneous repair work/ Pressure washing, cleaning, general building maintenance/ Minor plumbing repairs / electrical repairs (removal and installation) / Assembly of manufactured items

SWEDLUND PROPERTIES – VARIOUS PROPERTIES

Location: 1240 Logan Ave, Suite A, Costa Mesa CA 92626

Project duration: 11/2023- 6/2026

Contract amount: Hourly rate, Bill per work order given.

Contact: Jon Swedlund

Telephone: 714-321-8003

Email: swedlund@pacbell.net

Job Description: Provide On-call maintenance/ Miscellaneous repair work/ Pressure washing, cleaning, general building maintenance/ Minor plumbing repairs / electrical repairs (removal and installation) / Assembly of manufactured items

General Electrical Contractor, California Contractor

License # 490382 A, B, C7, C8, C10, C12, C61/D06, C61/D38, C61/D31, C61/D21, C61/D42, C61/D34

Federal I.D. # 90-0937001

DIR # 1000009822

www.amtekconstruction.com



ORANGE COUNTY PUBLIC WORKS LIGHTING MAINTENANCE & REPAIR SERVICE CONTRACT IFB-080-21126201-NM

Location: 601 N Ross Street 4th Floor Santa Ana, CA 92701 – Various Locations

Project duration: 5/2022 – 5/2027 (3-year contract with a 2-year renewable term)

Contract amount: \$1.8M

Contact: Robert Kimentz, County Project Manager

Telephone: 714-667-3281

Email: robert.kimentz@ocpw.ocgov.com

Contact: Nicholas Murray, County DPW

601 North Ross Street Santa Ana, CA 92701

Telephone: 714-667-1659

Email: nmicholas.murray@ocpw.ocgov.com

Job Description: Lighting Maintenance and Repair Services, Conduct inspections and replacements on a scheduled basis at various locations.

ORANGE COUNTY SHERIFF -CORONER DEPARTMENT MAINTENACE CONVEYOR & CAROUSEL SYSTEMS CONTRACT MA-060-22010787

Location: 431 The City Drive South Orange, CA 92868 – Various Locations

Project Duration: 11/2021-11/2024

Contract amount: \$596,341.53 3-year contract.

Contact: Elizabeth Ochoa, Facility Operations

Telephone: 714-935-6841

Email: elochoa@ocsheriff.gov

Contact: Desiree Lopez, SCD/Purchasing Services Unit

Location: 320 N Flower Street Santa Ana, CA 92703

Telephone: 714-834-2360 Email: djlopez@ocsd.org

Job Description: Maintenance and Repair Services for conveyor belts and carousel. Services include preventative maintenance, corrective repair, cleaning, inspection, testing and adjustments at three locations.

ORANGE COUNTY INFORMATION TECHNOLOGY BATTERY & POWER PLANT MAINTENANCE SERVICES- MA-017-22011625

Location: 1055 N. Main Street 6th Floor Santa Ana, CA 92701 – Various Locations

Project Duration: 11/2022-11/2025

Contract amount: Based on Hourly rates Not to exceed \$30,000.00 annually.

Contact: Roger Kaszynski, Project Manager

Location: 1400 S Grand Avenue Santa Ana, CA 92705

Telephone: 714-567-5052

Email: Roger.kaszynski@ocit.ocgove.com

Contact: Eldon Baptist, OCIT/Contracts & Procurement

Location: 1055 N. Main Street 6th Floor Santa Ana, CA 92701 Telephone: 714-567-7908

Email: Eldon.baptist@ocit.ocgov.com

Job Description: Repair Services Repair services may include, but are not limited to, testing. existing battery plants or UPS systems, verification of test results, replacement of expended, defective,

General Electrical Contractor, California Contractor

License # 490382 A, B, C7, C8, C10, C12, C61/D06, C61/D38, C61/D31, C61/D21, C61/D42, C61/D34

Federal I.D. # 90-0937001

DIR # 1000009822

www.amtekconstruction.com



AMTEK CONSTRUCTION
ENGINEERED AND BUILT TO LAST
Est. 1983

946 N Lemon St. Orange, CA 92867 (562) 696-7111

damaged and/or leaking batteries, repairing, or replacing existing rectifiers and inverters, new site or equipment installations, certified transport and disposal of expended battery cells and emergency service response.

ORANGE COUNTY LIBRARY FACILITY – AS NEEDED ELECTRICAL FAC. LIGHTING MAINTENANCE

Location: – Various Locations

Project Duration: 5/2022-4/2025 Contract amount: \$400,000.00.

Contact: Jeremy Hampton, OCCR Facilities Maintenance Supervisor

Location: 1501 E. Saint Andre Place Santa Ana, CA 92705

Telephone: 714-514-4246 cell

Email: jeremy.hampton@occr.ocgov.com

Job Description: Lighting Maintenance and Repair Services to maintenance all lighting, ballast, and sensors at various on an as-needed basis.

EXTERIOR LIGHTING MAINTENANCE SERVICES OF CITY OF IRVINE FACILITIES INCLUDING GREAT PARK – 23-3338

Location: 6427 Oak Canyon, Irvine CA 92618– Various Locations

Project Duration: 7/2023- 1/2025 with option additional 6 months

Contract amount: \$270,351.62

Contact: Scott Newberry, Master Facilities Maintenance Specialist

Location: 6427 Oak Canyon Irvine, CA 92618

Telephone: 949-724-7705 office 949-337-7011 cell

Email: snewberry@cityofirvine.org

Job Description: Maintenance & service of all electrical poles, bollards, pumpkin, acorn, and multiple light fixtures throughout the city if Irvine's parks, athletic fields, tennis courts, handball courts, racquetball courts, basketball courts, animal centers, trails, paths, walkways, this includes the great park located in city of Irvine.

General Electrical Contractor, California Contractor

License # 490382 A, B, C7, C8, C10, C12, C61/D06, C61/D38, C61/D31, C61/D21, C61/D42, C61/D34

Federal I.D. # 90-0937001

DIR # 1000009822

www.amtekconstruction.com



AMTEK CONSTRUCTION
ENGINEERED AND BUILT TO LAST
Est. 1983

946 N Lemon St. Orange, CA 92867 (562) 696-7111

C. Firm Staffing and Key Personnel

1. Staffing

There will be Five staff members assigned to the Project, which will be Alan Sayce President/ CEO, Deena Moore COO/Service manager, Tyler James Foreman/ Journeyman, Michael Lukach Electrician, Eric Abrams Journeyman Plumber. Three staff members will provide the service required

Alan Sayce attended University of California, Fullerton, business degree, AMTEK employee for seventeen years. Alan Sayce has worked with many municipalities to install and complete such projects as this. Alan has become proficient in the coordination between trades and subcontractors in order to complete the project in a timely manner. Alan Sayce: 17 years of construction experience.

Deena Moore attended Purdue University, project engineer, project coordinator, fifteen + years, Operations Manager, ten + years. AMTEK employee of thirteen years. Deena Moore has been working within the construction industry for over twenty-five years and has become AMTEK's focal point for communication and organization of every construction project.

Tyler James has over 10 years of experience, He is a journeyman electrician. He is AMTEK's lead foreman on AMTEK's major construction projects and Maintenance projects. He focuses on safety with every project while ensuring that project is completed to the customer's satisfaction. Train and mentor apprentice electricians.

Michael Lukach has over 15 years of experience, He is a electrician and focuses on safety with every project while ensuring that project is completed to the customer's satisfaction. Micheal Lukach also has roofing experience.

Eric Abrams has over 29 years of experience in the construction industry. He is a journeyman plumber. Inspect work sites for obstructions and to ensure that holes will not cause structural weakness. Modify, clean, and maintain pipe systems, units, fittings, and related machines and equipment, following specifications. He is able to read schematics, able to read blueprints, pipe brazing certified leak detection, and pr/red cross first aid certified med.

2. **Key Personnel:** The Key Personnel will be Alan Sayce, President/ CEO, Deena Moore, COO/ Service Manager, Tyler James Foreman/ Journeyman, Michael Lukach Electrician, Eric Abrams Journeyman Plumber. Alan Sayce will be the Project manager. Deena Moore will assist the PM and City of Palm Dessert. Tyler James, Michael Lukach and Eric Abrams will each Inspect, repair and maintain any issues the city has.

3. **Team Organization:** Please see the attached organization chart.

General Electrical Contractor, California Contractor

License # 490382 A, B, C7, C8, C10, C12, C61/D06, C61/D38, C61/D31, C61/D21, C61/D42, C61/D34

Federal I.D. # 90-0937001

DIR # 1000009822

www.amtekconstruction.com



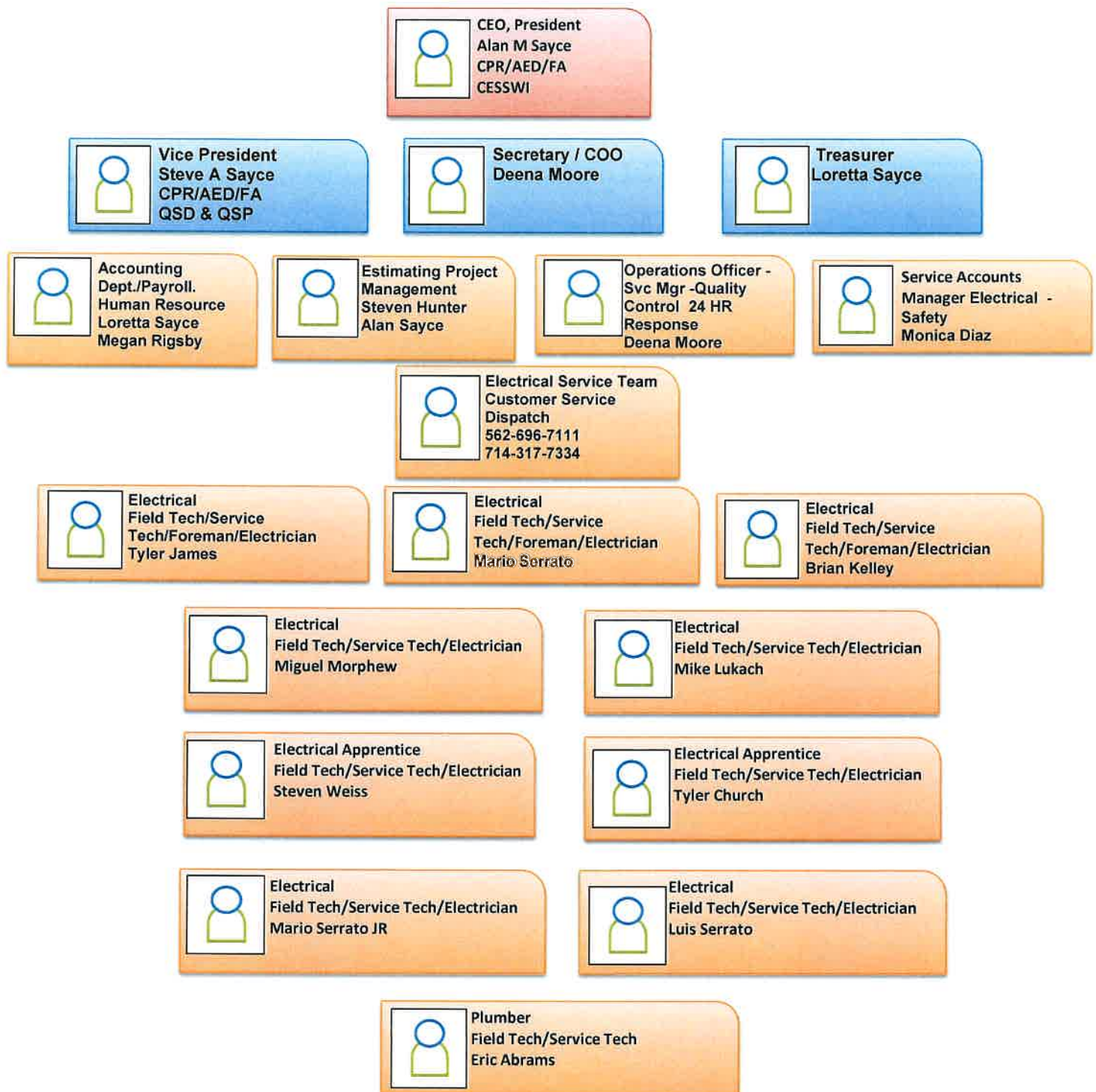
AMTEK CONSTRUCTION
ENGINEERED AND BUILT TO LAST
Est. 1983

946 N Lemon St. Orange, CA 92867 (562) 696-7111

4. **Subcontractors:** The subcontractor we intend to use is BLACKSTONE BUILDERS INC. We will anticipate them to perform the following painting, drywall, framing, Carpentry.

General Electrical Contractor, California Contractor
License # 490382 A, B, C7, C8, C10, C12, C61/D06, C61/D38, C61/D31, C61/D21, C61/D42, C61/D34
Federal I.D. # 90-0937001
DIR # 1000009822
www.amtekconstruction.com

AMTEK CONSTRUCTION ORGANIZATIONAL CHART





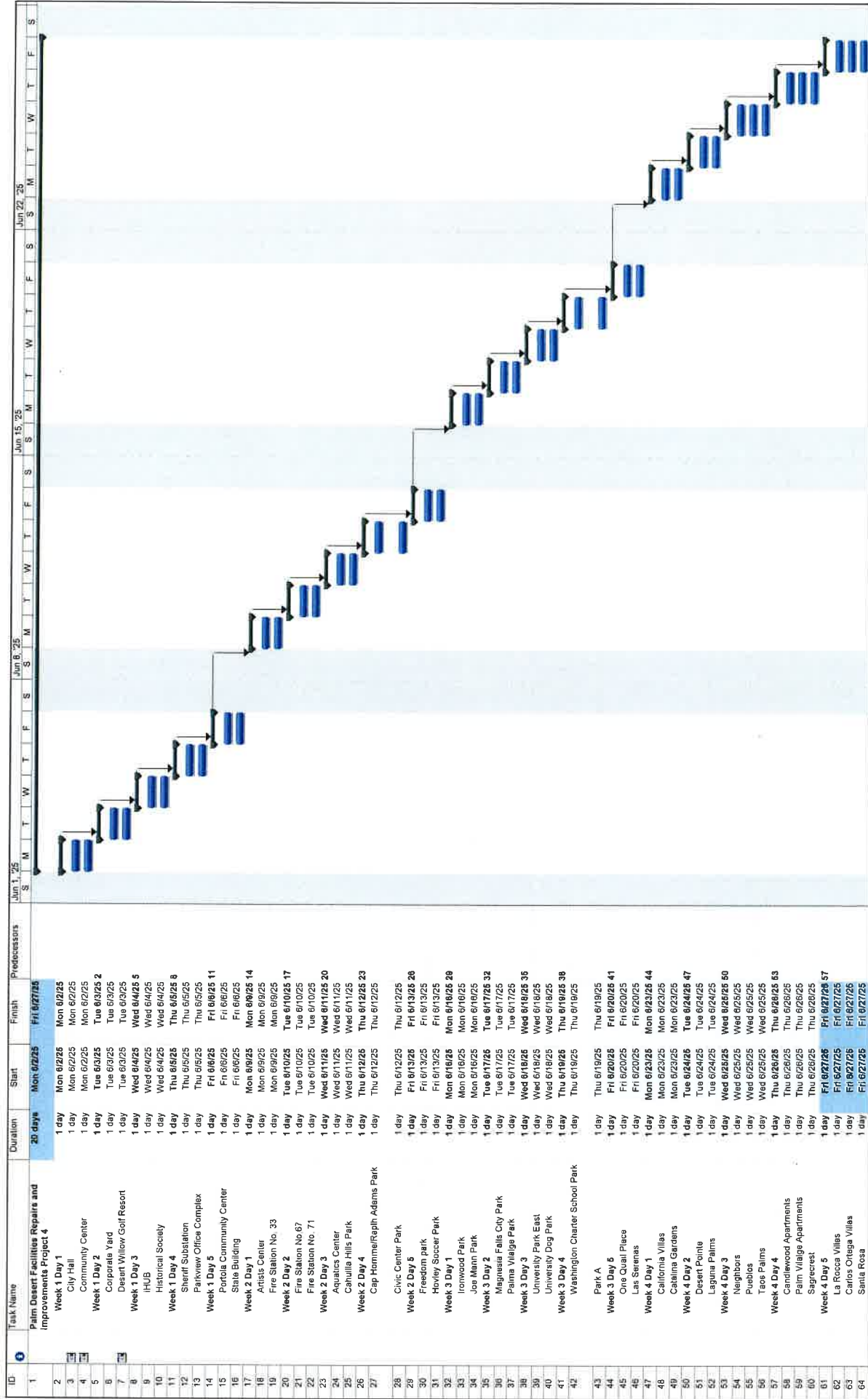
946 N Lemon St. Orange, CA 92867 (562) 696-7111

D. Proposed Method to Accomplish the Work

AMTEK Construction would respond as soon as possible to any requests and based on the request, we would either send out a technician or I, myself would come out to work up the quote for service. In most cases, the city would be asking for AMTEK to come out and create a quote for the requested work. This would allow AMTEK to get a hands-on view of the work needed and/or requested by the city. Once the walk is completed, AMTEK would complete the quote and send it over to the city. Once approved, AMTEK would schedule the work with the city representative. Once the work is completed, AMTEK would prefer to have final approval from the city and then we would submit our invoice.

AMTEK would also present performing monthly inspections on all the facilities. We are currently conducting this type of inspection for many of our other service clients and we find that this allows for faster work order request completion. The monthly inspections would allow for AMTEK to become familiar with all the locations within the city. It would also allow AMTEK to handle any small tasks while we are there. These tasks would include items such as lighting issues, small electrical issues, small plumbing issues, and other miscellaneous items. These inspections handled in this manner would allow for AMTEK to complete small tasks while we are onsite and able to simply complete the item without needing to quote it. Lastly, the inspection process also guarantees that AMTEK would have a technician in the area in case any emergency work order comes through. In this situation, AMTEK would already have a technician within the city to solve the problem.

General Electrical Contractor, California Contractor
License # 490382 A, B, C7, C8, C10, C12, C61/D06, C61/D38, C61/D31, C61/D21, C61/D42, C61/D34
Federal I.D. # 90-0937001
DIR # 1000009822
www.amtekconstruction.com





AMTEK CONSTRUCTION

ENGINEERED AND BUILT TO LAST
Est. 1983

946 N Lemon St. Orange, CA 92867 (562) 696-7111

Alan Sayce, President/CEO

AMTEK Construction

Cell: (562) 217-2887

Phone: (562) 696-7111

FAX: (562) 696-7022

alan@amtekconstruction.com

Work Experience:

2006-Current:

I work for AMTEK Construction as an estimator, project manager and CEO. I have overseen multiple projects, from the private and public sectors. Some of these projects have been simple projects, only requiring a single trade, while some have been multi-faceted and required many trades. I oversee project from the very beginning, in looking at the plans and estimating the project, to the closeout. I estimate the project and follow through with every awarded project as the project manager.

These Projects Include: Chino Hills Government Center, Orange Coast Community College, Lowell Joint School District, Swedlund Properties, Orange County Public Works for multiple contracts, Orange County Community Resources, City of Manhattan Beach, City of Claremont, City of Torrance, City of Coachella, City of Irvine, Mojave Water Agency, Superior Courts of Orange County, Orange County IT, City of Aliso Viejo, and the Golden State Water Company. These projects have involved trades such as electrical, lighting, batteries, generators, buildings, water softeners, VFDs, concrete, asphalt, grading, and many more.

Education:

2014:

College: Degree in Business Administration from Cal State University Fullerton.

Emphasis: General Management

2006:

High School: Graduated from Bishop Amat Memorial High School.

Professional Certificates:

2014:

Acquired C-7 (Low Voltage) License for AMTEK Construction as the RMO for the corporation

ICPI: Interlocking Concrete Pavement Institute Installer Received: May 2013

BELDEN: IBDN Installation Fiber Received: December 2013

BELDEN: IBDN Installation Copper Received: December 2013

CPR Certified

General Electrical Contractor, California Contractor

License # 490382 A, B, C7, C8, C10, C12, C61/D06, C61/D38, C61/D31, C61/D21, C61/42

Federal I.D. # 90-0937001

DIR # 1000009822

www.amtekconstruction.com

Deena Moore, Chief Operating Officer

Work Experience:

AMTEK Construction

2009-Current:

- Develop, implement, and monitor day-to-day operational systems and processes to provide visibility to our goals.
- Draw on relationships with each department head, external partners, and vendors to collaborate and make decisions regarding operational activity and strategic goals.
- Plan, monitor and analyze key metrics for day-to-day operations to ensure efficient and timely completion of all tasks.
- Develop and implement strategies for ensuring the growth of programs and identify obstacles and implement process improvements to maximize output and minimize cost.
- Adhere to company policies and standards and ensure that laws and regulations are being followed.
- Communicate and work closely with Human Resources to lead our team with integrity and maintain a trusting, inclusive and productive environment.

2004-2009 Weaver Electric

Yorba Linda California

- Participated in the project design and proposed improvements.
- Evaluate potential problems and technical obstacles and develop solutions.
- Planned and managed team goals, project schedule, construction schedule.
- Coordinate all team members to keep workflow on track.
- Manage project-related paperwork by ensuring all necessary materials are current, properly filed.
- Direct project correspondence by preparing and reviewing project proposals, memos, meeting minutes, submittals, transmittals, rfi's, emails.
- Background in administrative support.
- Work closely with the Project Manager to support with adhering to the budget by monitoring expenses and implementing cost saving measures.

1999-2004 South Coast Electric

Costa Mesa, California

- Develop profitable purchasing strategies.
- Assess supplier profiles and analyze offers.
- Prepare and implement effective negotiation tactics.
- Manage relationships with key suppliers to maintain quality of goods, timely delivery and compliance with terms of contracts.

General Electrical Contractor, California Contractor

License # 490382 A, B, C7, C8, C10, C12, C61/D06, C61/D38, C61/D31, C61/D21, C61/42

Federal I.D. # 90-0937001

DIR # 1000009822

www.amtekconstruction.com



- Review supplies to ensure quality.
- Monitor inventory levels.
- Prepare and submit detailed reports (revenues, buying expenditures etc.)
- Keep updated records.
- Release fixture package, switchgear, generator, compressor orders for projects.
- Work closely with project managers, project superintendents, and project foreman, to process material orders.
- Work with the warehouse manager to pull materials from inventory stock and deliver materials to said project.

College
Purdue University
1985 - 1989 Finance - Statistics
2020-2024 Legal Studies

Software Programs
Microsoft Excel
Microsoft Word
PowerPoint
Outlook

General Electrical Contractor, California Contractor
License # 490382 A, B, C7, C8, C10, C12, C61/D06, C61/D38, C61/D31, C61/D21, C61/42
Federal I.D. # 90-0937001
DIR # 1000009822
www.amtekconstruction.com



AMTEK CONSTRUCTION

ENGINEERED AND BUILT TO LAST
Est. 1983

946 N Lemon St. Orange, CA 92867 (562) 696-7111

Tyler James

Tyler@amtekconstruction.com

SKILLS

Attended ABC Southern California, forklift certified, scissor lift certified, aerial lift certified.

EXPERIENCE

2021 – Present **AMTEK Construction** **Orange, CA**
Project Foreman / Electrician

- Summary of Projects:
- Job Forman for CITY OF MANHATTAN BEACH - ON-CALL ELECTRICAL SERVICES
- Job Foreman for City OF CLAREMONT VARIOUS PROJECTS-ON-CALL ELECTRICAL SERVICES
- Job Foreman ORANGE COUNTY SHERIFF -CORONER DEPARTMENT MAINTENACE CONVEYOR & CAROUSEL SYSTEMS
- Worked of various projects with AMTEK
- Ordering: Order electrical components and materials
- Blueprints: Read and interpret technical drawings and blueprints
- Installation: Install electrical systems, including wiring, outlets, switches, circuit breakers, appliances, and security systems, EV chargers
- Training: Train and mentor apprentice electricians

2018 – 2021 **Sunwest Electrical** **ANAHEIM, CA**
Electrician

- Ordering: Order electrical components and materials
- Blueprints: Read and interpret technical drawings and blueprints
- Installation: Install electrical systems, including wiring, outlets, switches, circuit breakers, appliances, and security systems
- Maintenance: Perform routine maintenance on electrical systems
- Safety: Follow safety standards, such as OSHA, and ensure equipment is safe to operate
- Repair: Diagnose and repair faulty wiring and electrical systems

2016 -2018 **R. Walker electrical co.** **San Juan Capistrano, Ca**
Electrician

- Electrical installation of switch gear, electrical panels, light poles, generators, light fixtures, underground, wiring, general electrical install

Education

- ABC Southern California 2018- 2020, Anaheim, Ca.

General Electrical Contractor, California Contractor
License # 490382 A, B, C7, C8, C10, C12, C61/D06, C61/D38, C61/D31, C61/D21, C61/42
Federal I.D. # 90-0937001
DIR # 1000009822
www.amtekconstruction.com



AMTEK CONSTRUCTION
ENGINEERED AND BUILT TO LAST
Est. 1983

946 N Lemon St. Orange, CA 92867 (562) 696-7111

MICHAEL LUKACH
mlukach@amtekconstruction.com

Entrepreneurial self-starter with a long history of successful management in retail and remodel construction, looking for a long-term career in a face moving managerial position overseeing multiple aspects of facilities maintenance.

EXPERIENCE

MAINTENANCE ELECTRICIAN, AMTEK CONSTRUCTION, INC.

MAR 2022 – PRESENT

SEP 2014 – SEP 2015, JULY 2010 – AUG 2011

- Routinely inspecting electrical systems such as wiring, fixtures, and appliances
- Identifying faults or hazards.
- Troubleshooting system failures.
- Reviewing blueprints to understand wiring placement.
- Testing of electrical systems with oscilloscopes, voltmeters, and ohmmeters.
- Conducting maintenance repairs on old or faulty fixtures.
- Writing electrical maintenance reports.
- Installing new electrical appliances in the building.
- Adhering to safety and performance standards.
- Providing suggestions for equipment replacement and proving quotes

Projects for multiple locations: Orange County Public Works for multiple contracts, Orange County Community Resources, City of Manhattan Beach, City of Claremont, City of Torrance, City of Coachella, City of Irvine, Mojave Water Agency, Superior Courts of Orange County, Orange County IT, City of Aliso Viejo, and the Golden State Water Company, Riverside Sheriff's Department, Orange County Sheriff's Department.

PRODUCTION MANAGER, CELOSEAL ROOFING, INC.

SEP 2015 – MAR 2022

- Work closely with client capital expenditure departments to provide accurate asset longevity related to re-roofing and provide recommendations on capital expenditure
- Ensure all safety policies and procedures are followed by both team members, and sub-contractors
- Develop and coach new superintendents and project managers on productivity and cost during monthly project reviews
- Maintain project oversight on all aspects of the project including bidding, contracting, material procurement, daily operations, change orders, final inspections, and close out packages
- Ensure team members and technicians perform root cause analysis on repairs to mitigate future expenditures
- Perform pre and post job financial evaluations on each project
- Oversee daily crew scheduling for the entire company, collaborating with project managers assigned to me to ensure proper crew placement
- Manage projects ranging from \$20,000 to \$10 Million.
- Manage entire repair division including after hour callouts and emergency repairs.
- Vet and oversee various subcontractors on projects.
- Tasked with leading special projects outside of normal roof operations.
- Provide prompt and accurate communication with clients about all aspects of the project.
- Ensure projects are on time and on budget

STORE FACILITIES TECHNICIAN, TARGET

DEC 2012 – SEP 2014

General Electrical Contractor, California Contractor
License # 490382 A, B, C7, C8, C10, C12, C61/D06, C61/D38
Federal I.D. # 90-0937001
DIR # 1000009822
www.amtekconstruction.com



AMTEK CONSTRUCTION

ENGINEERED AND BUILT TO LAST
Est. 1983

946 N Lemon St. Orange, CA 92867 (562) 696-7111

- Oversee all aspects of facility maintenance at Target retail shop.
- Inspected all assets within the facility based on corporate protocol.
- Troubleshoot and fix downed assets in a timely manner to limit overall disruption to the store process.
- Collaborated with key managers and leaders within the company to improve overall customer satisfaction.
- Oversee vendors assigned to work on store equipment to ensure proper execution and minimal store impact.
- Work with regional facility managers to provide recommendations on future capital expenditure and required projects.
- Utilized workflow management software to document and track repairs within the store.
- Maintained a working parts shop with essential parts and supplies to delay down days on assets
- Was a district trainer overseeing development and on job training for new facility technicians
- Worked with store security to maintain and resolve issues with security camera systems.

SUPERINTENDENT, CELOSEALROOFING, INC.

AUG 2011 – DEC 2012

- Oversee daily operations of one large project at a time.
- Reported directly to project manager.
- Provided project manager with daily job site logs and reports.
- Ordered material needed for the project.
- Oversaw and implemented company safety policies.
- Oversaw multiple subcontractors onsite and ensured task daily operations.
- Provided proper communication to the client regarding project scheduling and progress.
- Organized change orders for the project manager.
- Met with City Inspectors to ensure compliance with City, State, and Federal codes.

EDUCATION

2014

ASSOCIATE OF SCIENCE, ADMINISTRATION OF JUSTICE, FULLERTON COLLEGE

SKILLS AND CERTIFICATIONS

- OSHA 30 Certified
- OSHA 10 Certified
- Sit-Down Propane Forklift Certification
- D7 Forklift Certification
- Scissor & Aerial Lift Certified
- Tile Roofing Institute – Certified Tile Roof Installer
- Cal OSHA Fall Protection – Certified
- Excel, Word
- FileMaker Pro
- Bluebeam
- Smart sheets
- Blueprint Reading
- Specification Reading
- Electrical Maintenance

General Electrical Contractor, California Contractor
License # 490382 A, B, C7, C8, C10, C12, C61/D06, C61/D38
Federal I.D. # 90-0937001
DIR # 1000009822
www.amtekconstruction.com



AMTEK CONSTRUCTION

ENGINEERED AND BUILT TO LAST
Est. 1983

946 N Lemon St. Orange, CA 92867 (562) 696-7111

Eric Abrams

PROFESSIONAL EXPERIENCE

A. ABRAMS PLUMBING, Mission Viejo, CA June 2014 – Present Journey Man Plumber

AMTEK CONSTRUCTION, Orange, CA May 2023 – Present Journeyman Plumber

- Measure, cut, thread, and bend pipe to required angle, using hand and power tools or machines such as pipe cutters, pipe-threading machines, and pipe-bending machines.
- Study building plans and inspect structures to assess material and equipment needs, to establish the sequence of pipe installations, and to plan installation around obstructions such as electrical wiring.
- Assemble pipe sections, tubing and fittings, using couplings, clamps, screws, bolts, cement, plastic solvent, caulking, or soldering, brazing and welding equipment.
- Repair and maintain plumbing, replacing defective washers, replacing or mending broken pipes, and opening clogged drains.
- Review blueprints and building codes and specifications to determine work details and procedures.
- Keep records of assignments and produce detailed work reports.

PACIFIC PLUMBING CO., Santa Ana Dec 2006 – May 2014 Journeyman Plumber

- Measure, cut, thread, and bend pipe to required angle, using hand and power tools or machines such as pipe cutters, pipe-threading machines, and pipe-bending machines.
- Study building plans and inspect structures to assess material and equipment needs, to establish the sequence of pipe installations, and to plan installation around obstructions such as electrical wiring.
- Locate and mark the position of pipe installations, connections, passage holes, and fixtures in structures, using measuring instruments such as rulers and levels.
- Fill pipes or plumbing fixtures with water or air and observe pressure gauges to detect and locate leaks.
- Assemble pipe sections, tubing and fittings, using couplings, clamps, screws, bolts, cement, plastic solvent, caulking, or soldering, brazing and welding equipment.
- Install pipe assemblies, fittings, valves, appliances such as dishwashers and water heaters, and fixtures such as sinks and toilets, using hand and power tools.
- Direct workers engaged in pipe cutting and preassembly and installation of plumbing systems and components.
- Cut openings in structures to accommodate pipes and pipe fittings, using hand and power tools.
- Review blueprints and building codes and specifications to determine work details and procedures.
- Install underground storm, sanitary and water piping systems and extend piping to

General Electrical Contractor, California Contractor

License # 490382 A, B, C7, C8, C10, C12, C61/D06, C61/D38, C61/D31, C61/D21, C61/D42, C61/D34

Federal I.D. # 90-0937001

DIR # 1000009822

www.amtekconstruction.com



AMTEK CONSTRUCTION
ENGINEERED AND BUILT TO LAST
Est. 1983

946 N Lemon St. Orange, CA 92867 (562) 696-7111

connect fixtures and plumbing to these systems.

- Repair and maintain plumbing, replacing defective washers, replacing or mending broken pipes, and opening clogged drains.
- Keep records of assignments and produce detailed work reports.
- Hang steel supports from ceiling joists to hold pipes in place.
- Perform complex calculations and planning for special or very large jobs.
- Clear away debris in a renovation.
- Install oxygen and medical gas in hospitals.
- Prepare written work cost estimates and negotiate contracts.
- Use specialized techniques, equipment, or materials, such as performing computer-assisted welding of small pipes, or working with the special piping used in microchip fabrication.

DOHENY PLUMBING INC., San Clemente, CA

Oct 2003 – Feb 2006 Plumber

- Measure, cut, thread, and bend pipe to required angle, using hand and power tools or machines such as pipe cutters, pipe-threading machines, and pipe-bending machines.
- Study building plans and inspect structures to assess material and equipment needs, to establish the sequence of pipe installations, and to plan installation around obstructions such as electrical wiring.
- Locate and mark the position of pipe installations, connections, passage holes, and fixtures in structures, using measuring instruments such as rulers and levels.
- Fill pipes or plumbing fixtures with water or air and observe pressure gauges to detect and locate leaks.
- Assemble pipe sections, tubing and fittings, using couplings, clamps, screws, bolts, cement, plastic solvent, caulking, or soldering, brazing and welding equipment.
- Install pipe assemblies, fittings, valves, appliances such as dishwashers and water heaters, and fixtures such as sinks and toilets, using hand and power tools.
- Direct workers engaged in pipe cutting and preassembly and installation of plumbing systems and components.
- Cut openings in structures to accommodate pipes and pipe fittings, using hand and power tools.
- Review blueprints and building codes and specifications to determine work details and procedures.
- Install underground storm, sanitary and water piping systems and extend piping to connect fixtures and plumbing to these systems.
- Keep records of assignments and produce detailed work reports.

CHICKS PLUMBING COMPANY, Capistrano Beach, CA

May 2000 – Jul 2002 Plumber

- Cut, thread, and hammer pipe to specifications, using tools such as saws, cutting torches, and pipe threaders and benders.

General Electrical Contractor, California Contractor

License # 490382 A, B, C7, C8, C10, C12, C61/D06, C61/D38, C61/D31, C61/D21, C61/D42, C61/D34

Federal I.D. # 90-0937001

DIR # 1000009822

www.amtekconstruction.com



AMTEK CONSTRUCTION

ENGINEERED AND BUILT TO LAST
Est. 1983

946 N Lemon St. Orange, CA 92867 (562) 696-7111

- Assemble and secure pipes, tubes, fittings, and related equipment, according to specifications, by welding, brazing, cementing, soldering, and threading joints.
- Attach pipes to walls, structures and fixtures, such as radiators or tanks, using brackets, clamps, tools or welding equipment.
- Inspect, examine, and test installed systems and pipe lines, using pressure gauge, hydrostatic testing, observation, or other methods.
- Lay out full scale drawings of pipe systems, supports, and related equipment, following blueprints.
- Assist plumbers by performing rough-ins, repairing and replacing fixtures, and locating and repairing leaking or broken pipes.
- Cut or drill holes in walls or floors to accommodate the passage of pipes.
- Measure, cut, thread and assemble new pipe, placing the assembled pipe in hangers or other supports.
- Mount brackets and hangers on walls and ceilings to hold pipes and set sleeves or inserts to provide support for pipes.
- Assist pipe fitters in the layout, assembly, and installation of piping for air, ammonia, gas, and water systems.
- Excavate and grade ditches and lay and join pipes for water and sewer service.
- Fill pipes with sand or resin to prevent distortion and hold pipes during bending and installation.

RESCUE ROOTER PLUMBING COMPANY, Orange, CA Nov 1996 – Apr 2000

Plumber

- Assist plumbers by performing rough ins, repairing and replacing fixtures, and locating and repairing leaking or broken pipes.
- Cut or drill holes in walls or floors to accommodate the passage of pipes.
- Measure, cut, thread and assemble new pipe, placing the assembled pipe in hangers or other supports.
- Mount brackets and hangers on walls and ceilings to hold pipes and set sleeves or inserts to provide support for pipes.
- Requisition tools and equipment, select type and size of pipe, and collect and transport materials and equipment to work site.
- Fit or assist in fitting valves, couplings, or assemblies to tanks, pumps, or systems, using hand tools.
- Assist pipe fitters in the layout, assembly, and installation of piping for air, ammonia, gas, and water systems.
- Excavate and grade ditches and lay and join pipes for water and sewer service.
- Clean shop, work area, and machines, using solvent and rags.
- Fill pipes with sand or resin to prevent distortion and hold pipes during bending and installation.
- Cut, thread, and hammer pipe to specifications, using tools such as saws, cutting

General Electrical Contractor, California Contractor

License # 490382 A, B, C7, C8, C10, C12, C61/D06, C61/D38, C61/D31, C61/D21, C61/D42, C61/D34

Federal I.D. # 90-0937001

DIR # 1000009822

www.amtekconstruction.com



AMTEK CONSTRUCTION

ENGINEERED AND BUILT TO LAST
Est. 1983

946 N Lemon St. Orange, CA 92867 (562) 696-7111

torches, and pipe threaders and benders.

- Assemble and secure pipes, tubes, fittings, and related equipment, according to specifications, by welding, brazing, cementing, soldering, and threading joints.
- Attach pipes to walls, structures and fixtures, such as radiators or tanks, using brackets, clamps, tools or welding equipment.
- Inspect, examine, and test installed systems and pipelines, using pressure gauge, hydrostatic testing, observation, or other methods.
- Select pipe sizes and types and related materials, such as supports, hangers, and hydraulic cylinders, according to specifications.
- Cut and bore holes in structures, such as bulkheads, decks, walls, and mains, prior to pipe installation, using hand and power tools.
- Modify, clean, and maintain pipe systems, units, fittings, and related machines and equipment, following specifications and using hand and power tools.
- Turn valves to shut off steam, water, or other gases or liquids from pipe sections, using valve keys or wrenches.
- Prepare cost estimates for clients.
- Inspect work sites for obstructions and to ensure that holes will not cause structural weakness. Operate motorized pumps to remove water from flooded manholes, basements, or facility floors

EDUCATION

- Wooster High School, Reno, Nevada United States
Completed coursework towards Graduated 1984

ADDITIONAL SKILLS

- Able to read schematics, Able to read blueprints, Pipe Brazing Certified Leak Detection PR/Red Cross First Aid Certified Med

General Electrical Contractor, California Contractor
License # 490382 A, B, C7, C8, C10, C12, C61/D06, C61/D38, C61/D31, C61/D21, C61/D42, C61/D34
Federal I.D. # 90-0937001
DIR # 1000009822
www.amtekconstruction.com



City of Palm Desert
PW - Operations & Maintenance
Randy Chavez, Director of Public Works
73-510 Fred Waring Drive, Palm Desert, CA 92260

[BRIAN STEMMER CONSTRUCTION] RESPONSE DOCUMENT REPORT

RFP No. 2024-RFP-161

Facilities Repairs and Improvements Project 4

RESPONSE DEADLINE: April 17, 2025 at 5:00 pm

Report Generated: Friday, May 9, 2025

Brian Stemmer Construction Response

CONTACT INFORMATION

Company:

Brian Stemmer Construction

Email:

bkstemmer@hotmail.com

Contact:

brian stemmer

Address:

74478 Hwy 111 #322
Palm Desert, CA 92260

Phone:

(760) 819-5476

Website:

N/A

Submission Date:

Apr 15, 2025 12:22 PM (Pacific Time)

ADDENDA CONFIRMATION

Addendum #1

Confirmed Apr 7, 2025 1:53 PM by brian stemmer

Addendum #2

Confirmed Apr 7, 2025 1:55 PM by brian stemmer

Addendum #3

Confirmed Apr 7, 2025 1:55 PM by brian stemmer

Addendum #4

Confirmed Apr 15, 2025 12:14 PM by brian stemmer

QUESTIONNAIRE

1. Proposal (WITHOUT COST)*

Proposals shall be concise, well organized and demonstrate qualifications and applicable experience. Proposals shall be organized and include page numbers for all pages in the proposal. The proposal shall be uploaded here, in the following order and shall include:

1. Cover Letter

- A. This letter should briefly introduce the firm, summarize the firm's general qualifications, include an executive summary of the specific approach which will be used to deliver the work scope; and identify the individual(s) name, address and phone number authorized to negotiate Agreement terms and compensation.

2. Experience and Technical Competence

- A. **Background:** Provide history of the firm's consulting experience which specifically addresses the individual or firm's experience with similar Service as described in this RFP.

- B. **References:** The proposal shall include a list of recently completed projects that are similar in scope and function to this RFP. Provide a description of the project, client name, and the name, title, and telephone number of the primary contact person.

3. **Firm Staffing and Key Personnel**

- A. **Staffing:** Provide the number of staff to be assigned to perform the Services and the names/discipline/job title of each as well as your firm's capacity to provide additional personnel as needed.
- B. **Key Personnel:** Identify key persons that will be principally responsible for working with the City. Indicate the role and responsibility of each individual.
- C. **Team Organization:** Describe proposed team organization, including identification and responsibilities of key personnel.
- D. **Subcontractors:** The Proposer shall identify functions that are likely to be subcontracted and identify the subcontractor that is anticipated to perform each function.

4. **Proposed Method to Accomplish the Work**

- A. Describe the technical and management approach to providing the Services to the City. Proposer should take into account the scope of the Services, and general functions required. Include a draft first year schedule of tasks, milestones, and deliverables that will provide for timely provision of the Services. In reviewing the scope of Services and goals described herein, the Proposer may identify additional necessary tasks and is invited to bring these to the City's attention within the discussion of its proposed method to accomplish the work.

Palm_Desert_RFP_2025_Housing_Authority.pdf

2. **Non-Collusion Declaration***

The undersigned declares:

I am an authorized representative of my company, the party making the foregoing Bid, to certify the following.

The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone

else to put in a sham bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid Price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid Price, or of that of any other Bidder. All statements contained in the Bid are true. The Bidder has not, directly or indirectly, submitted his or her Bid Price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Confirmed

3. Iran Contracting Act Certification*

(Public Contract Code section 2200 et seq.)

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option selected below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 et seq.) is true and correct.

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of \$250,000 or twice the Contract amount, termination of the Contract and/or ineligibility to bid on contracts for three years.

The amount of the Contract payable to the Contractor for the Project does not exceed \$1,000,000.

4. Enter your valid CA Contractors State License Board (CSLB) number*

Please enter your License Number here. This will be verified against the state database.

649172

[Click to Verify](#) *Value will be copied to clipboard*

5. Enter your California Department of Industrial Relations (DIR) Registration number*

Please enter your Public Works Contractor DIR Number. This will be verified against the state database.

1001078656

[Click to Verify](#) *Value will be copied to clipboard*

6. Type of Business*

Sole Proprietor/Individual

7. Litigation*

Provide litigation history for any claims filed by your firm or against your firm related to the provision of Services in the last five (5) years (or type "N/A").

N/A

8. Changes to Agreement*

The City or Authority standard professional services agreement contract is included as an attachment herein. The Proposer shall identify any objections to and/or request changes to the standard contract language in this section of the proposal (or type "N/A"). If you are identifying changes here ALSO upload a copy of the redlined Language/Agreement with your Proposal. Changes requested may effect the City or Authority's decision to enter into an Agreement.

N/A

9. No Deviations from the RFP*

In submitting a proposal in response to this RFP, Proposer is certifying that it takes no exceptions to this RFP including, but not limited to, the Agreement. If any exceptions are taken, such exceptions must be clearly noted here, and may be reason for rejection of the proposal. As such, Proposer is directed to carefully review the proposed Agreement and, in particular, the insurance and indemnification provisions therein (or type "N/A").

Maximum response length: 5000 characters

N/A

10. Project Team Resumes*

Submit resumes of all key personnel/support staff that will produce work product for the Services. Describe their qualifications, education, and professional licensing.

Resume.docx

11. List the Signatory(s) Authorized to Sign and Bind an Agreement.*

(If two (2) signatures are required, include the following information for both signatories)

1. Full Name
2. Title
3. Physical Business Address
4. Email Address
5. Phone Number

Brian Stemmer

Owner

74478 Hwy 111 #322 Palm Desert, Ca. 92260

Bkstemmer@hotmail.com

760-819-5476

12. Certification of Proposal: The undersigned hereby submits its proposal and, by doing so, agrees to furnish services in accordance with the Request for Proposal (RFP), and to be bound by the terms and conditions of the RFP.*

Confirmed

PRICE TABLES

HOURLY RATES

These rates are to be used to provide quotes for work under the Maintenance Services Agreement and incorporated into Task Orders.

Line Item	Description	Unit of Measure	Unit Cost
1	Construction Foreman	Hourly Rate	\$145.00
2	Construction Supervisor	Hourly Rate	\$130.00
3	Framer	Hourly Rate	\$120.00
4	Drywall Installer	Hourly Rate	\$120.00
5	Plumber	Hourly Rate	\$120.00
6	Concrete worker	Hourly Rate	\$120.00
7	Carpenter	Hourly Rate	\$120.00
8	Painter	Hourly Rate	\$120.00
9	Welder	Hourly Rate	\$120.00
10	Flooring Installer	Hourly Rate	\$120.00
11	Electrician	Hourly Rate	\$140.00
12	Laborer	Hourly Rate	\$95.00

Brian K. Stemmer Construction
74478 Hwy 111 #322
Palm Desert, CA 92260
(760) 819-5476

April 8, 2025

City of Palm Desert

Attention: City of Palm Desert Housing Authority
73510 Fred Waring Drive
Palm Desert, CA 92260

Subject: Proposal for Facilities Repairs and Improvements Project 4

To Whom it May Concern,

I am pleased to submit this proposal for **Facilities Repairs and Improvements Project 4. Brian K. Stemmer Construction** has been serving the City of Palm Desert and other regional municipalities since 2009, providing high-quality construction services with a focus on repairs, renovations, and general contracting work. With over 30 years of experience in the construction industry and a proven track record with city-owned properties, we are confident in our ability to meet and exceed your expectations for this project.

Experience and Technical Competence

Background

Brian K. Stemmer Construction has been a licensed general contractor (B License) with the California Contractor's Board since 1992. Over the years, we have developed extensive experience in managing and executing a wide variety of construction projects, particularly for public entities and property management companies. Our experience includes repairs, renovations, shower conversions, concrete replacements, drywall repairs, and electrical repairs, making us well-suited to handle the scope of services requested in this RFP.

Since 2009, we have had the privilege of working with the **City of Palm Desert**, completing numerous projects for the **Public Works Department** and other city departments. Below is a list of some of the most recent projects we have successfully completed:

Recent Projects Completed

1. City of Palm Desert

- **Palm Desert City Hall:** Repaired exterior stucco and paint repairs.
- **Fire Station 33:** Drywall and paint repairs.
- **Finance Department:** Replaced the exterior door and painted it.
- **Public Works Department:** Soundproofed interior walls and built new interior walls, installed new doors, drywall, and painting.
- **Contact:** Kevin Swartz, Public Works and Efren Espinoza, Maintenance Department.

2. City of Indio

- **Madison Street Bridge Column Repairs:** \$70,000.00
- **Contact:** Tim Wassil, Public Works Director. 949.375.5706

3. FGA Property Management

- **Catalina Garden Apartments:** Tub / shower conversion.
- **Palm Village Apartments:** Replaced 3 sheets of sub-floor plywood due to leaks.
- **One Quail Place Apartments:** Drywall repairs due to roof leaks.
- **Laguna Palms Apartments:** Window glass replacement.
- **Contact:** Eddie Cedenno 760.674.1139

References

Please contact the following references for additional information regarding the quality of our work and the services we provide:

- **Kevin Swartz** – Public Works Department, City of Palm Desert
- **Efren Espinoza** – Maintenance Department, City of Palm Desert
- **Tim Wassil** – Public Works Director, City of Indio
- **Eddie Cedenno** – FGA Property Management

Firm Staffing and Key Personnel

Staffing

Brian K. Stemmer Construction has a dedicated team of 5 full-time employees who are proficient in their respective trades and skilled in all aspects of construction. We have the ability to mobilize additional personnel if necessary to ensure project milestones are met. Additionally, we maintain relationships with qualified subcontractors in all construction trades (electrical, plumbing, etc.) that we can call upon when needed.

Key Personnel

- **Brian K. Stemmer – Owner and General Contractor**
Brian Stemmer will serve as the prime contact for this project. He will be onsite for evaluations and provide scope of work upon request. With decades of experience, Brian will ensure that every aspect of the project is managed efficiently and that all deliverables are met on time.

Team Organization

Brian K. Stemmer will lead the project, working closely with the rest of the team to ensure smooth operations. Each employee will handle specific tasks according to their skill set, and subcontractors will be brought in as needed to support specialized tasks. The project will benefit from close coordination between the team and city representatives to ensure quality and timely completion.

Subcontractors

At this time, we do not foresee the need for subcontractors but will engage trusted professionals as required. These may include specialists for tasks such as electrical, plumbing, or other niche requirements.

Proposed Method to Accomplish the Work

Brian K. Stemmer Construction is committed to delivering quality results with minimal disruption to the City's operations. Our approach involves clear communication, precise scheduling, and a focus on safety and efficiency. The following outlines our approach to completing the scope of work:

1. **Initial Assessment and Scope Confirmation**
 - Meet with city representatives to finalize the scope of work.
 - Conduct a detailed site evaluation to assess the current conditions and identify any potential challenges.
2. **Planning and Scheduling**
 - Develop a comprehensive project timeline, including key milestones and deadlines.

- Allocate resources and assign responsibilities to ensure efficient progress.

3. **Execution**

- Begin work as outlined in the scope of the proposal, ensuring compliance with all safety standards and regulatory requirements.
- Provide regular updates to the City of Palm Desert on the progress of the project.

4. **Quality Control and Final Inspection**

- Ensure all work meets or exceeds city standards.
- Conduct a final walkthrough with the City's project representatives for approval.

We remain flexible and will make adjustments to this timeline as necessary, with an emphasis on maintaining the highest standards of quality and efficiency.

Conclusion

With over 30 years of experience in construction and a proven track record of working with the City of Palm Desert and other municipalities, **Brian K. Stemmer Construction** is confident in our ability to successfully execute this project. Our highly skilled team, coupled with our extensive knowledge of the city's properties and our commitment to quality, makes us an ideal partner for this work.

Thank you for considering this proposal. I look forward to the opportunity to further discuss how we can contribute to the successful completion of the city facilities.

Respectfully Submitted,

Brian Stemmer
Owner, General Contractor
Brian K. Stemmer Construction

Resume

Personal Information

- Name: Brian Stemmer
- Location: 74478 Hwy 111 #322 Palm Desert, Ca. 92260
- Contact: Bkstemmer@hotmail.com

Professional Experience

Current Position

- Role: General Contractor (owner)
- Company: Brian K. Stemmer Construction
- Duration: 33 years

Previous Position

- Role: Property Management / Home Builder
- Company: Family-owned rental homes (52 SFD)
- Duration: 20 years

Education

- Degree: High School Diploma
- Year of Graduation: 1984

Skills

- Construction Management
- Property Management



City of Palm Desert
PW - Operations & Maintenance
Randy Chavez, Director of Public Works
73-510 Fred Waring Drive, Palm Desert, CA 92260

[COVE ELECTRIC INC.] RESPONSE DOCUMENT REPORT

RFP No. 2024-RFP-161

Facilities Repairs and Improvements Project 4

RESPONSE DEADLINE: April 17, 2025 at 5:00 pm

Report Generated: Friday, May 9, 2025

Cove Electric Inc. Response

CONTACT INFORMATION

Company:

Cove Electric Inc.

Email:

jchavez@coveelectric.com

Contact:

Jorge Chavez

Address:

77-971 Wildcat Drive, Suite F
Palm Desert, CA 92211

Phone:

(760) 360-0036

Website:

<https://coveelectric.com/>

Submission Date:

Apr 17, 2025 5:00 PM (Pacific Time)

QUESTIONNAIRE

1. Proposal (WITHOUT COST)*

Proposals shall be concise, well organized and demonstrate qualifications and applicable experience. Proposals shall be organized and include page numbers for all pages in the proposal. The proposal shall be uploaded here, in the following order and shall include:

1. Cover Letter

- A. This letter should briefly introduce the firm, summarize the firm's general qualifications, include an executive summary of the specific approach which will be used to deliver the work scope; and identify the individual(s) name, address and phone number authorized to negotiate Agreement terms and compensation.

2. Experience and Technical Competence

- A. **Background:** Provide history of the firm's consulting experience which specifically addresses the individual or firm's experience with similar Service as described in this RFP.
- B. **References:** The proposal shall include a list of recently completed projects that are similar in scope and function to this RFP. Provide a description of the project, client name, and the name, title, and telephone number of the primary contact person.

3. Firm Staffing and Key Personnel

- A. **Staffing:** Provide the number of staff to be assigned to perform the Services and the names/discipline/job title of each as well as your firm's capacity to provide additional personnel as needed.
- B. **Key Personnel:** Identify key persons that will be principally responsible for working with the City. Indicate the role and responsibility of each individual.
- C. **Team Organization:** Describe proposed team organization, including identification and responsibilities of key personnel.
- D. **Subcontractors:** The Proposer shall identify functions that are likely to be subcontracted and identify the subcontractor that is anticipated to perform each function.

4. Proposed Method to Accomplish the Work

- A. Describe the technical and management approach to providing the Services to the City. Proposer should take into account the scope of the Services, and general functions required. Include a draft first year schedule of tasks, milestones, and deliverables that will provide for timely provision of the Services. In reviewing the scope of Services and goals described herein, the Proposer may identify additional necessary tasks and is invited to bring these to the City's attention within the discussion of its proposed method to accomplish the work.

Cove_Electric_Resume_-_Project_4_4.17.25.pdf

2. Non-Collusion Declaration*

The undersigned declares:

I am an authorized representative of my company, the party making the foregoing Bid, to certify the following.

The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid Price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid Price, or of that of any other Bidder. All statements contained in the Bid are true. The Bidder has not, directly or indirectly, submitted his or her Bid Price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Confirmed

3. Iran Contracting Act Certification*

(Public Contract Code section 2200 et seq.)

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option selected below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 et seq.) is true and correct.

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of \$250,000 or twice the Contract amount, termination of the Contract and/or ineligibility to bid on contracts for three years.

The amount of the Contract payable to the Contractor for the Project does not exceed \$1,000,000.

4. Enter your valid CA Contractors State License Board (CSLB) number*

Please enter your License Number here. This will be verified against the state database.

39702

[Click to Verify](#) *Value will be copied to clipboard*

5. Enter your California Department of Industrial Relations (DIR) Registration number*

Please enter your Public Works Contractor DIR Number. This will be verified against the state database.

1000004317

[Click to Verify](#) *Value will be copied to clipboard*

6. Type of Business*

C Corporation (if corporation, two signatures are required)

7. Litigation*

Provide litigation history for any claims filed by your firm or against your firm related to the provision of Services in the last five (5) years (or type "N/A").

N/A

8. Changes to Agreement*

The City or Authority standard professional services agreement contract is included as an attachment herein. The Proposer shall identify any objections to and/or request changes to the standard contract language in this section of the proposal (or type "N/A"). If you are identifying changes here ALSO upload a copy of the redlined Language/Agreement with your Proposal. Changes requested may effect the City or Authority's decision to enter into an Agreement.

N/A

9. No Deviations from the RFP*

In submitting a proposal in response to this RFP, Proposer is certifying that it takes no exceptions to this RFP including, but not limited to, the Agreement. If any exceptions are taken, such exceptions must be clearly noted here, and may be reason for rejection of the proposal. As such, Proposer is directed to carefully review the proposed Agreement and, in particular, the insurance and indemnification provisions therein (or type "N/A").

Maximum response length: 5000 characters

N/A

10. Project Team Resumes*

Submit resumes of all key personnel/support staff that will produce work product for the Services. Describe their qualifications, education, and professional licensing.

Cove_Electric_Resume_-_Project_4_4.17.25.pdf

11. List the Signatory(s) Authorized to Sign and Bind an Agreement.*

(If two (2) signatures are required, include the following information for both signatories)

1. Full Name
2. Title
3. Physical Business Address
4. Email Address

5. Phone Number

Charles Bojkovsky

77971 Wildcat Dr. Ste. F

Palm Desert CA 92211

cbojkovsky@coveelectric.com

(760) 275-7594

Danielle Bojkovsky

77971 Wildcat Dr. Ste. F

Palm Desert CA 92211

cbojkovsky@coveelectric.com

(760) 275-6220

12. Certification of Proposal: The undersigned hereby submits its proposal and, by doing so, agrees to furnish services in accordance with the Request for Proposal (RFP), and to be bound by the terms and conditions of the RFP.*

Confirmed

PRICE TABLES

HOURLY RATES

These rates are to be used to provide quotes for work under the Maintenance Services Agreement and incorporated into Task Orders.

Line Item	Description	Unit of Measure	Unit Cost
1	Construction Foreman	Hourly Rate	\$0.00
2	Construction Supervisor	Hourly Rate	\$0.00
3	Framer	Hourly Rate	\$0.00
4	Drywall Installer	Hourly Rate	\$0.00
5	Plumber	Hourly Rate	\$0.00
6	Concrete worker	Hourly Rate	\$0.00
7	Carpenter	Hourly Rate	\$0.00
8	Painter	Hourly Rate	\$0.00
9	Welder	Hourly Rate	\$0.00
10	Flooring Installer	Hourly Rate	\$0.00
11	Electrician	Hourly Rate	\$109.00
12	Laborer	Hourly Rate	\$0.00



COVE ELECTRIC Inc.

**INC.
ELECTRIC**

**77-971 WILDCAT DRIVE,
SUITE F PALM DESERT,
CA 92211**

(760) 360-0036

(760) 360-7895 FAX

www.coveelectric.com



MISSION STATEMENT

Cove Electric, Inc. has furnished complete electrical services throughout our 49 years in business.

Our goal is to provide a simplified approach toward expert and economical solutions for the customer's electrical needs. This is being achieved daily by a highly skilled family team who exhibit integrity and honesty.

COMPANY PROFILE

Cove Electric, Inc. celebrated 49 years of service in the Coachella Valley this year. During that time Cove professionals have worked with contractors, architects, and engineers. Cove's excellence is highly known throughout California, Nevada, and Arizona. All our staff are trained professionals who are able to work in high pressure situations, multi-tasking with enthusiasm and with the goal of quality and cost-effective results.

PERSONNEL

Only the highest qualified team members available are maintained to fill Cove's project requirements. Whether in the office or in the field, Cove's personnel continue to expand their electrical and professional knowledge in various ways including in-house training, college extension, trade school course and trade related manufacturer-sponsored seminars. Continued education at **Cove Electric** is a must to keep up with the ever-changing requirements of the electrical industry. It is because of our quality staff that we are able to increase our volume of negotiated work, specifically in the areas of design/ build and design assist.

The following representatives of **Cove Electric, Inc.** are authorized to negotiate Agreement terms & Compensation:

Charles Bojkovsky, President
Danielle Bojkovsky, Secretary & Treasurer
77971 Wildcat Dr., Suite F
Palm Desert, CA 92211
760-360-0036



SERVICING & MAINTENANCE

Cove Electric, Inc. has been a trusted name in the Coachella Valley since 1976, providing exceptional electrical services with a commitment to excellence and integrity. With decades of experience, our dedicated team of highly skilled journeymen and electrical trainees consistently deliver superior craftsmanship, taking immense pride in every project we undertake.

Whether you are a homeowner or a business owner, our service appointments are designed to offer comprehensive and meticulous evaluations for both residential and commercial needs. This ensures that every diagnostic is thoroughly examined, allowing us to provide solutions that are not only effective but also backed by a guarantee of quality and reliability.

At **Cove Electric**, we understand that electrical issues can arise at any time, which is why we offer 24-hour on-call service. Our trusted technicians and department managers are always available to assist, ensuring that both residents and businesses can rely on us for prompt, professional support whenever they need it most.

We have a fully stocked warehouse to support our after-hours needs. In addition, we have built lasting relationships with our local suppliers over the years, allowing us to guarantee the timely delivery of high-quality materials for your project. This commitment to efficiency and dependability ensures that your electrical needs are met with minimal disruption and maximum satisfaction.

COMMERCIAL

Since its inception in 1976, **Cove Electric, Inc.** has been serving the Coachella Valley's commercial needs. Through dependable service and quality craftsmanship, the company enjoys a sterling reputation from its clients.

CONSTRUCTION

Cove Electric's Construction Division handles projects including retail, hospitals, hotels, casinos, office buildings, parking structures, industrial facilities, golf courses and clubhouses, warehouses, and more! With an in-depth understanding of controls, automation in a wide range of technical applications, lighting, pumps, variable frequency drives, automatic transfer switches, uninterrupted power supplies transfer switches, etc. Our projects range in value from \$50,000 to over \$10,000,000, in both the public and private sectors.

ENGINEERING & DESIGN

Cove Electric's design staff has an extensive experience in both total design and value engineering. The Engineering/Design Team offer design/ build services that can maximize your purchasing power, maintain your schedule, and give you a single source contact. **Cove Electric's** AutoCAD Department with AutoCAD 2024 & plotting capabilities, can assist you in your design. With our vast knowledge and experience, we can design your project quickly and accurately. Once our design is approved, the drawing can be turned into a construction set of documents from which our experienced field can immediately begin construction.

Whether your project needs assistance in design, value engineering or construction, **Cove Electric** can bring the project to a successful completion on time and within budget. In addition, we are NLCAA trade partner and can ensure your design meets title 24 criteria and provide the necessary state required certification and compliance documents/ testing.

Cove Electric knows the importance of the budget and schedule. We will design the project in the most cost effective way while maintaining the appropriate quality electrical system available.

Cove Electric's teamwork approach to each project will ensure a continuity of work from the design to construction phase, saving time, dollars and supplies regardless of complexity or size.



Rancho Mirage Rehabilitation Center

BACKGROUND

Some of the many design/ build projects **Cove Electric** has completed include,
(expanded job list available upon request):

C.V.W.D. Critical Support Building – Palm Desert, CA *2020 DBIA Award Winner

Project: New Construction | Size: 24,000 sq. ft. building

Features: Laboratory and testing facilities, offices, conference rooms.

Critical Infrastructure: Mission-Critical SCADA Control Center



Havasus Landing Resort Casino & Hotel, Havasu Lake, CA

Project: New Construction, 20 Month Schedule

Size: 148,240 sq. ft remote project, 200 miles away from material distribution.

Features: Casino, Hotel, Boating Docks, Parking



Indio Behavior Health

Project: New Construction of OSHPD1 Facility | Size: 73,823 sq. ft. building

Features: Total Occupancy 200. Installed a 2500A normal gear section 1600A Emergency gear section 2-400A. ATS and 1-1200A. ATS Caterpillar Model C27 PGBG 1000KVA generator. Furnished and completed a fully functional ground up OSHPD 1 with normal, emergency, critical and life safety power systems. 42 patient bedroom facility, 84 patient beds plus two seclusion rooms.



REFERENCES

Small sample list provided below, expanded referral list available upon request.

Restaurant / Entertainment in Palm Springs International Airport (2024-2025):

Trio, Las Casualas, Vino Volo, Cactus to Clouds, Commissary Kitchen.

3400 E. Tahquitz canyon Way, Palm Springs, CA

Contractor: G4 Builders - Brian Timothy (602-451-5332) Brian@G4b.com

Shelees Gas Station & Travel Center (2025)

46355 Dillon Road, Indio, CA

Contractor: C.W. Driver - Erik Metzger (714-856-2859) EMetzger@cwdriver.com

El Mirador Medical Plaza (2009-Current)

1180 N. Indian Cayon Drive, Palm Springs, CA

24/7 Support for Maintenance and Remodels

Director in Contact: David Ingram (760-808-7648)

West Coast Self Storage (2025)

73761 Spyder Circle, Palm Desert, CA

Contractor: Tilton Pacific Construction – Jermy Levine (916-824-4165) JLevine@tiltonpacific.com

Site Power Infrastructure, Spotlight 29 Casino

46200 Harrison Place, Coachella, CA

Design Assistant: Robert Grant (760-455-1625) RGrant@29palmsbomi-nsn.gov



MEET THE TEAM

Cove Electric prides itself on our fully capable electrical staff, who possess a wealth of experience and expertise in a wide range of electrical services, ensuring that we deliver high-quality workmanship and reliable solutions tailored to meet our clients' unique needs. Our team's commitment to safety, innovation, and exceptional customer service sets us apart in the industry, making us a trusted partner for both residential and commercial projects.

From Project Management to our Licensed Journeyman Electricians, our team is eager to deliver the highest quality of workmanship and customer service to every one of our clients.



Jorge Chavez – Project Manager / Estimator

- Coordinating with City Officials and Employees.
- Coordinating & Scheduling **Cove Electric** Staff.
- Submitting all RFI's, Change Orders, Redlines, Time & Material Tickets, Etc.
- Coordinating with Utility Companies.
- Coordinating with Inspectors.
- Present for Generator Testing.



MEET THE TEAM



Octavio Rodriguez – VP of Construction / Project Manager

- Coordinating with City Officials and Employees.
- Coordinating & Scheduling **Cove Electric** Staff.
- Submitting RFI's, Change Orders, Redlines, Time & Material Tickets, Etc.
- Coordinating with Utility Companies.
- Coordinating with Inspectors.
- Present for Generator Testing.



Todd Lewis – Superintendent

- Scheduling **Cove Electric** Staff.
- Supervising day-to-day job site operations.
- Submitting RFI's, Change Orders, Redlines, Time & Material Tickets, Etc.
- Coordinating with City of Palm Desert Management & Staff.
- Coordinating with Inspectors.
- Material Requisitions.



MEET THE TEAM



Chris McIntire – Certified Journeyman Electrician

- 24/7 On-Call Service Technician.
- Service Estimates.



Gordon McLaughlin – Certified Journeyman Electrician

- 24/7 On-Call Service Technician.
- Service Estimates.

Brian Magnuson - Certified Journeyman Electrician

- Project Foreman

Jorge Enciso - Certified Journeyman Electrician

- Project Foreman

Arturo Rodriguez - Certified Journeyman Electrician

- Project Foreman



MEET THE TEAM



Ryan Blondell – Warehouse Manager

- **Material Drop Off / Pick up.**
- **Material Orders.**
- **Material Requisition.**



Morgan Taylor – Operations Coordinator

- **Service Coordination & Dispatch.**
- **Accounts Receivables.**



Claudia Esperano – Purchasing Agent

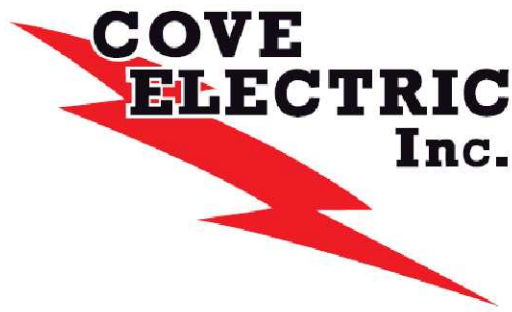
- **Purchasing.**
- **Equipment Scheduling.**



SUBCONTRACTOR AFFILIATIONS

Enclosed is a list of Subcontractors that **Cove Electric, Inc.** may use, should the need arise:

1. **Spartan Concrete & Asphalt Cutting**
19020 N Indian Canyon Dr. Ste 5C
Desert Hot Springs, CA 92240
(760) 534-3789
2. **RTM Engineering Consultants**
74770 CA-111 Ste. 203
Indian Wells, CA 92210
(760) 340-9005
3. **Low Voltage**
Cove performs In-House Low Voltage Services
4. **Horizon Underground Inc,**
1595 Mountain Ave
Norco CA 92860
(951) 691-0969
5. **Gauston Corp.**
73605 Dinah Shore Ste. 600
Palm Desert, CA 92211
(760) 776-2100



OUR COMMITMENT

To provide our services effectively, **Cove Electric's** approach will consist of a structured combination of technical execution, project management, and alignment with the City's goals and needs. The approach will be designed to ensure the timely and efficient delivery of services, while adhering to agreed-upon standards of quality and functionality.

Technical Approach:

1. Assessment and Understanding of Requirements:

- **Initial Discovery Phase:** A thorough review of the City's needs and objectives, analyzing the specific scope of services, and understanding the unique context and requirements.
- **Gap Analysis:** Identifying potential gaps in the current systems or service delivery to ensure that the City's needs are fully met.

2. Design and Planning:

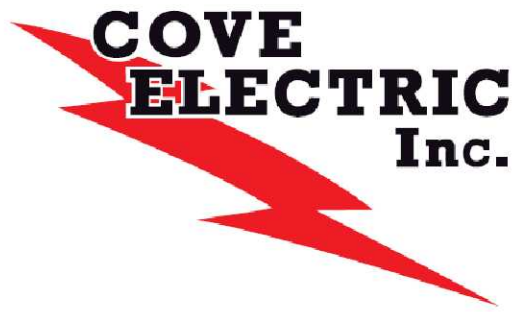
- **Service Design:** Tailoring the technical solution to fit the City's infrastructure, ensuring scalability, efficiency, and adaptability.
- **Technology Selection:** Choosing the appropriate technology stack that ensures reliability, security, and performance.
- **Integration Planning:** Establishing how new services will integrate with existing systems and databases.

3. Implementation:

- **System Setup:** Installing necessary hardware, software, and configurations that enable the delivery of services.
- **Customization:** Adapting services to the specific needs of the City.
- **Testing and Quality Assurance:** Conducting extensive testing to ensure the services meet quality and functional requirements before full-scale deployment.

4. Training and Support:

- **Staff Training:** Developing and delivering a training program for City staff to ensure smooth transition and adoption of new systems or processes.
- **Ongoing Support:** Providing dedicated support resources for troubleshooting, maintenance, and enhancements.



OUR COMMITMENT (CONTINUED)

Management Approach:

1. Project Leadership:

- **Dedicated Project Manager:** Appointing a project manager to oversee the entire process, ensuring milestones are met and the project stays on schedule and within budget.
- **Regular Updates and Communication:** Ensuring constant communication between the project team and the City's designated point of contact. Regular status updates will be provided to address any concerns or adjustments.

2. Work Breakdown Structure (WBS):

- **Milestones and Deliverables:** The project will be divided into distinct phases with clear, measurable milestones to track progress.
- **Risk Management:** Identifying and mitigating potential risks early in the process, with contingency plans in place.
- **Resource Allocation:** Ensuring that appropriate resources (human, technical, and financial) are allocated to tasks based on priority and requirements.

3. Collaboration and Stakeholder Engagement:

- **City Engagement:** Actively involving City stakeholders in the planning and implementation process to ensure alignment with their expectations.
- **Feedback Loops:** Incorporating regular feedback from City representatives during project phases to ensure the solution continuously meets their needs.

4. Timeline and Deliverables. Draft First Year Schedule:

- **Week 1-2: Discovery and Planning** – Complete needs assessment, define detailed technical specifications, and establish communication protocols.
- **Week 3-4: Design & Development** – Finalize system designs, procure required resources, and begin software development/customization.
- **Week 5-6: Construction, Installation, and Quality Assurance** – (Time frame of work TBD by project), carefully manage phases to ensure system functionality meets the outlined goals.
- **Week 7-8: Staff Training and Initial Rollout** – Begin training City staff, deploy the service in stages, and address initial issues.

- **Week 9-10: Full Implementation – Complete full system integration and deployment. All users will transition to the new system.**



OUR COMMITMENT (CONTINUED)

- **Week 11-12: Monitoring and Optimization – Customer feedback, optimization, and enhancements based on user feedback and system performance.**

Additional Necessary Tasks:

1. **Post-Implementation Review: After the first year, conducting a comprehensive review of the service's performance, identifying areas for improvement, and making adjustments as necessary.**
2. **Scalability Review: Evaluating whether the services are scalable to meet future demands as the City grows and new needs arise.**

This approach ensures a structured, efficient, and transparent process for delivering the required services to the City. It enables the Proposer to manage resources effectively, mitigate risks, and maintain high-quality service standards throughout the lifecycle of the project.



Hyatt Regency in Indian Wells



SKILLS PERFORMANCE

Cove Electric is committed to specializing in and providing a wide variety of services including, but not limited to:

- Commercial T.I
- Commercial Ground Up Construction
- Commercial Lighting Control
- Commercial Circuitry & Phases
- Commercial Distribution Equipment (sub-panels, switchgear, disconnects, generators, ATS, transformers, lighting control panels, temporary power, pedestals)
- Commercial Troubleshooting
- Commercial Site Lighting
- Commercial Parking Lot Lighting
- Commercial Pool Equipment (electrical only)
- Commercial Accent Lighting
- Landscape Lighting
- Holliday Lighting
- Time Clocks
- Pedestals
- Photocells
- Sign Power (power only)
- Palm Tree Lighting
- Residential T.I
- Residential Ground Up Construction
- Residential Lighting Control
- Residential Circuitry & Phases
- Residential Distribution Equipment
- Residential Generators
- Residential Troubleshooting
- Residential Site/Landscape Lighting
- Residential Pool Equipment (electrical only)
- Apartment Maintenance
- Hotel Maintenance
- Lighting Inspection
- EV Chargers
- Utility Work (Utility Drawing Required) (Sub May Be Required)
- Concrete Pads & Bollards (Sub May Be Required)
- Engineering



COVE ELECTRIC Inc.

**77-971 WILDCAT DRIVE,
SUITE F PALM DESERT,
CA 92211**

(760) 360-0036

(760) 360-7895 FAX

www.coveelectric.com



MISSION STATEMENT

Cove Electric, Inc. has furnished complete electrical services throughout our 49 years in business.

Our goal is to provide a simplified approach toward expert and economical solutions for the customer's electrical needs. This is being achieved daily by a highly skilled family team who exhibit integrity and honesty.

COMPANY PROFILE

Cove Electric, Inc. celebrated 49 years of service in the Coachella Valley this year. During that time Cove professionals have worked with contractors, architects, and engineers. Cove's excellence is highly known throughout California, Nevada, and Arizona. All our staff are trained professionals who are able to work in high pressure situations, multi-tasking with enthusiasm and with the goal of quality and cost-effective results.

PERSONNEL

Only the highest qualified team members available are maintained to fill Cove's project requirements. Whether in the office or in the field, Cove's personnel continue to expand their electrical and professional knowledge in various ways including in-house training, college extension, trade school course and trade related manufacturer-sponsored seminars. Continued education at **Cove Electric** is a must to keep up with the ever-changing requirements of the electrical industry. It is because of our quality staff that we are able to increase our volume of negotiated work, specifically in the areas of design/ build and design assist.

The following representatives of **Cove Electric, Inc.** are authorized to negotiate Agreement terms & Compensation:

Charles Bojkovsky, President
Danielle Bojkovsky, Secretary & Treasurer
77971 Wildcat Dr., Suite F
Palm Desert, CA 92211
760-360-0036



SERVICING & MAINTENANCE

Cove Electric, Inc. has been a trusted name in the Coachella Valley since 1976, providing exceptional electrical services with a commitment to excellence and integrity. With decades of experience, our dedicated team of highly skilled journeymen and electrical trainees consistently deliver superior craftsmanship, taking immense pride in every project we undertake.

Whether you are a homeowner or a business owner, our service appointments are designed to offer comprehensive and meticulous evaluations for both residential and commercial needs. This ensures that every diagnostic is thoroughly examined, allowing us to provide solutions that are not only effective but also backed by a guarantee of quality and reliability.

At **Cove Electric**, we understand that electrical issues can arise at any time, which is why we offer 24-hour on-call service. Our trusted technicians and department managers are always available to assist, ensuring that both residents and businesses can rely on us for prompt, professional support whenever they need it most.

We have a fully stocked warehouse to support our after-hours needs. In addition, we have built lasting relationships with our local suppliers over the years, allowing us to guarantee the timely delivery of high-quality materials for your project. This commitment to efficiency and dependability ensures that your electrical needs are met with minimal disruption and maximum satisfaction.

COMMERCIAL

Since its inception in 1976, **Cove Electric, Inc.** has been serving the Coachella Valley's commercial needs. Through dependable service and quality craftsmanship, the company enjoys a sterling reputation from its clients.

CONSTRUCTION

Cove Electric's Construction Division handles projects including retail, hospitals, hotels, casinos, office buildings, parking structures, industrial facilities, golf courses and clubhouses, warehouses, and more! With an in-depth understanding of controls, automation in a wide range of technical applications, lighting, pumps, variable frequency drives, automatic transfer switches, uninterrupted power supplies transfer switches, etc. Our projects range in value from \$50,000 to over \$10,000,000, in both the public and private sectors.

ENGINEERING & DESIGN

Cove Electric's design staff has an extensive experience in both total design and value engineering.

The Engineering/Design Team offer design/ build services that can maximize your purchasing power, maintain your schedule, and give you a single source contact. **Cove Electric's** AutoCAD Department with AutoCAD 2024 & plotting capabilities, can assist you in your design. With our vast knowledge and experience, we can design your project quickly and accurately. Once our design is approved, the drawing can be turned into a construction set of documents from which our experienced field can immediately begin construction.

Whether your project needs assistance in design, value engineering or construction, **Cove Electric** can bring the project to a successful completion on time and within budget. In addition, we are NLCAA trade partner and can ensure your design meets title 24 criteria and provide the necessary state required certification and compliance documents/ testing.

Cove Electric knows the importance of the budget and schedule. We will design the project in the most cost effective way while maintaining the appropriate quality electrical system available.

Cove Electric's teamwork approach to each project will ensure a continuity of work from the design to construction phase, saving time, dollars and supplies regardless of complexity or size.



Rancho Mirage Rehabilitation Center

BACKGROUND

Some of the many design/ build projects **Cove Electric** has completed include,
(expanded job list available upon request):

C.V.W.D. Critical Support Building – Palm Desert, CA *2020 DBIA Award Winner

Project: New Construction | Size: 24,000 sq. ft. building

Features: Laboratory and testing facilities, offices, conference rooms.

Critical Infrastructure: Mission-Critical SCADA Control Center



Havasu Landing Resort Casino & Hotel, Havasu Lake, CA

Project: New Construction, 20 Month Schedule

Size: 148,240 sq. ft remote project, 200 miles away from material distribution.

Features: Casino, Hotel, Boating Docks, Parking



Indio Behavior Health

Project: New Construction of OSHPD1 Facility | Size: 73,823 sq. ft. building

Features: Total Occupancy 200. Installed a 2500A normal gear section 1600A Emergency gear section 2-400A. ATS and 1-1200A. ATS Caterpillar Model C27 PGBG 1000KVA generator. Furnished and completed a fully functional ground up OSHPD 1 with normal, emergency, critical and life safety power systems. 42 patient bedroom facility, 84 patient beds plus two seclusion rooms.



REFERENCES

Small sample list provided below, expanded referral list available upon request.

Restaurant / Entertainment in Palm Springs International Airport (2024-2025):

Trio, Las Casualas, Vino Volo, Cactus to Clouds, Commissary Kitchen.

3400 E. Tahquitz canyon Way, Palm Springs, CA

Contractor: G4 Builders - Brian Timothy (602-451-5332) Brian@G4b.com

Shelees Gas Station & Travel Center (2025)

46355 Dillon Road, Indio, CA

Contractor: C.W. Driver - Erik Metzger (714-856-2859) EMetzger@cwdriver.com

El Mirador Medical Plaza (2009-Current)

1180 N. Indian Cayon Drive, Palm Springs, CA

24/7 Support for Maintenance and Remodels

Director in Contact: David Ingram (760-808-7648)

West Coast Self Storage (2025)

73761 Spyder Circle, Palm Desert, CA

Contractor: Tilton Pacific Construction – Jermy Levine (916-824-4165) JLevine@tiltonpacific.com

Site Power Infrastructure, Spotlight 29 Casino

46200 Harrison Place, Coachella, CA

Design Assistant: Robert Grant (760-455-1625) RGrant@29palmsbomi-nsn.gov



MEET THE TEAM

Cove Electric prides itself on our fully capable electrical staff, who possess a wealth of experience and expertise in a wide range of electrical services, ensuring that we deliver high-quality workmanship and reliable solutions tailored to meet our clients' unique needs. Our team's commitment to safety, innovation, and exceptional customer service sets us apart in the industry, making us a trusted partner for both residential and commercial projects.

From Project Management to our Licensed Journeyman Electricians, our team is eager to deliver the highest quality of workmanship and customer service to every one of our clients.



Jorge Chavez – Project Manager / Estimator

- Coordinating with City Officials and Employees.
- Coordinating & Scheduling **Cove Electric** Staff.
- Submitting all RFI's, Change Orders, Redlines, Time & Material Tickets, Etc.
- Coordinating with Utility Companies.
- Coordinating with Inspectors.
- Present for Generator Testing.



MEET THE TEAM



Octavio Rodriguez – VP of Construction / Project Manager

- Coordinating with Coty Officials and Employees.
- Coordinating & Scheduling **Cove Electric** Staff.
- Submitting RFI's, Change Orders, Redlines, Time & Material Tickets, Etc.
- Coordinating with Utility Companies.
- Coordinating with Inspectors.
- Present for Generator Testing.



Todd Lewis – Superintendent

- Scheduling **Cove Electric** Staff.
- Supervising day-to-day job site operations.
- Submitting RFI's, Change Orders, Redlines, Time & Material Tickets, Etc.
- Coordinating with City of Palm Desert Management & Staff.
- Coordinating with Inspectors.
- Material Requisitions.



MEET THE TEAM



Chris McIntire – Certified Journeyman Electrician

- 24/7 On-Call Service Technician.
- Service Estimates.



Gordon McLaughlin – Certified Journeyman Electrician

- 24/7 On-Call Service Technician.
- Service Estimates.

Brian Magnuson - Certified Journeyman Electrician

- Project Foreman

Jorge Enciso - Certified Journeyman Electrician

- Project Foreman

Arturo Rodriguez - Certified Journeyman Electrician

- Project Foreman



MEET THE TEAM



Ryan Blondell – Warehouse Manager

- **Material Drop Off / Pick up.**
- **Material Orders.**
- **Material Requisition.**



Morgan Taylor – Operations Coordinator

- **Service Coordination & Dispatch.**
- **Accounts Receivables.**



Claudia Esperano – Purchasing Agent

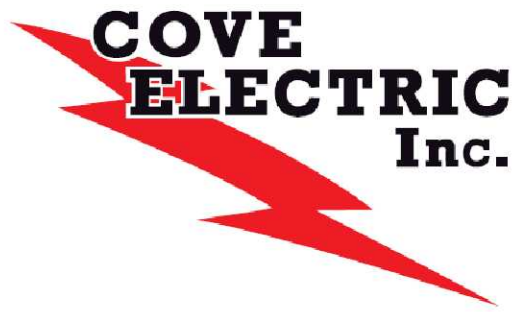
- **Purchasing.**
- **Equipment Scheduling.**



SUBCONTRACTOR AFFILIATIONS

Enclosed is a list of Subcontractors that **Cove Electric, Inc.** may use, should the need arise:

1. **Spartan Concrete & Asphalt Cutting**
19020 N Indian Canyon Dr. Ste 5C
Desert Hot Springs, CA 92240
(760) 534-3789
2. **RTM Engineering Consultants**
74770 CA-111 Ste. 203
Indian Wells, CA 92210
(760) 340-9005
3. **Low Voltage**
Cove performs In-House Low Voltage Services
4. **Horizon Underground Inc,**
1595 Mountain Ave
Norco CA 92860
(951) 691-0969
5. **Gauston Corp.**
73605 Dinah Shore Ste. 600
Palm Desert, CA 92211
(760) 776-2100



OUR COMMITMENT

To provide our services effectively, **Cove Electric's** approach will consist of a structured combination of technical execution, project management, and alignment with the City's goals and needs. The approach will be designed to ensure the timely and efficient delivery of services, while adhering to agreed-upon standards of quality and functionality.

Technical Approach:

1. Assessment and Understanding of Requirements:

- **Initial Discovery Phase:** A thorough review of the City's needs and objectives, analyzing the specific scope of services, and understanding the unique context and requirements.
- **Gap Analysis:** Identifying potential gaps in the current systems or service delivery to ensure that the City's needs are fully met.

2. Design and Planning:

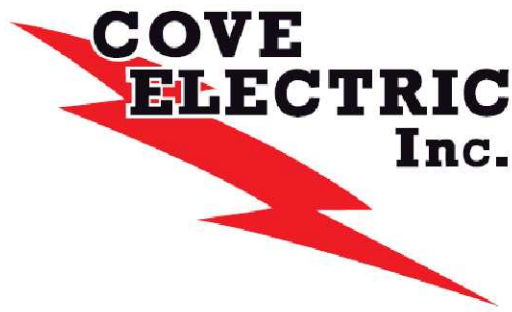
- **Service Design:** Tailoring the technical solution to fit the City's infrastructure, ensuring scalability, efficiency, and adaptability.
- **Technology Selection:** Choosing the appropriate technology stack that ensures reliability, security, and performance.
- **Integration Planning:** Establishing how new services will integrate with existing systems and databases.

3. Implementation:

- **System Setup:** Installing necessary hardware, software, and configurations that enable the delivery of services.
- **Customization:** Adapting services to the specific needs of the City.
- **Testing and Quality Assurance:** Conducting extensive testing to ensure the services meet quality and functional requirements before full-scale deployment.

4. Training and Support:

- **Staff Training:** Developing and delivering a training program for City staff to ensure smooth transition and adoption of new systems or processes.
- **Ongoing Support:** Providing dedicated support resources for troubleshooting, maintenance, and enhancements.



OUR COMMITMENT (CONTINUED)

Management Approach:

1. Project Leadership:

- **Dedicated Project Manager:** Appointing a project manager to oversee the entire process, ensuring milestones are met and the project stays on schedule and within budget.
- **Regular Updates and Communication:** Ensuring constant communication between the project team and the City's designated point of contact. Regular status updates will be provided to address any concerns or adjustments.

2. Work Breakdown Structure (WBS):

- **Milestones and Deliverables:** The project will be divided into distinct phases with clear, measurable milestones to track progress.
- **Risk Management:** Identifying and mitigating potential risks early in the process, with contingency plans in place.
- **Resource Allocation:** Ensuring that appropriate resources (human, technical, and financial) are allocated to tasks based on priority and requirements.

3. Collaboration and Stakeholder Engagement:

- **City Engagement:** Actively involving City stakeholders in the planning and implementation process to ensure alignment with their expectations.
- **Feedback Loops:** Incorporating regular feedback from City representatives during project phases to ensure the solution continuously meets their needs.

4. Timeline and Deliverables. Draft First Year Schedule:

- **Week 1-2: Discovery and Planning** – Complete needs assessment, define detailed technical specifications, and establish communication protocols.
- **Week 3-4: Design & Development** – Finalize system designs, procure required resources, and begin software development/customization.
- **Week 5-6: Construction, Installation, and Quality Assurance** – (Time frame of work TBD by project), carefully manage phases to ensure system functionality meets the outlined goals.
- **Week 7-8: Staff Training and Initial Rollout** – Begin training City staff, deploy the service in stages, and address initial issues.

- **Week 9-10: Full Implementation – Complete full system integration and deployment. All users will transition to the new system.**



OUR COMMITMENT (CONTINUED)

- **Week 11-12: Monitoring and Optimization – Customer feedback, optimization, and enhancements based on user feedback and system performance.**

Additional Necessary Tasks:

1. **Post-Implementation Review: After the first year, conducting a comprehensive review of the service's performance, identifying areas for improvement, and making adjustments as necessary.**
2. **Scalability Review: Evaluating whether the services are scalable to meet future demands as the City grows and new needs arise.**

This approach ensures a structured, efficient, and transparent process for delivering the required services to the City. It enables the Proposer to manage resources effectively, mitigate risks, and maintain high-quality service standards throughout the lifecycle of the project.



Hyatt Regency in Indian Wells



SKILLS PERFORMANCE

Cove Electric is committed to specializing in and providing a wide variety of services including, but not limited to:

- Commercial T.I
- Commercial Ground Up Construction
- Commercial Lighting Control
- Commercial Circuitry & Phases
- Commercial Distribution Equipment (sub-panels, switchgear, disconnects, generators, ATS, transformers, lighting control panels, temporary power, pedestals)
- Commercial Troubleshooting
- Commercial Site Lighting
- Commercial Parking Lot Lighting
- Commercial Pool Equipment (electrical only)
- Commercial Accent Lighting
- Landscape Lighting
- Holliday Lighting
- Time Clocks
- Pedestals
- Photocells
- Sign Power (power only)
- Palm Tree Lighting
- Residential T.I
- Residential Ground Up Construction
- Residential Lighting Control
- Residential Circuitry & Phases
- Residential Distribution Equipment
- Residential Generators
- Residential Troubleshooting
- Residential Site/Landscape Lighting
- Residential Pool Equipment (electrical only)
- Apartment Maintenance
- Hotel Maintenance
- Lighting Inspection
- EV Chargers
- Utility Work (Utility Drawing Required) (Sub May Be Required)
- Concrete Pads & Bollards (Sub May Be Required)
- Engineering



City of Palm Desert
PW - Operations & Maintenance
Randy Chavez, Director of Public Works
73-510 Fred Waring Drive, Palm Desert, CA 92260

[M. BREY INC, DBA MBE CONSTRUCTION] RESPONSE DOCUMENT REPORT

RFP No. 2024-RFP-161

Facilities Repairs and Improvements Project 4

RESPONSE DEADLINE: April 17, 2025 at 5:00 pm

Report Generated: Friday, May 9, 2025

M. Brey Inc, dba MBE Construction Response

CONTACT INFORMATION

Company:

M. Brey Inc, dba MBE Construction

Email:

marco@mbreyinc.com

Contact:

Marco Rodriguez

Address:

408 Elm Ave.
Beaumont, CA 92223

Phone:

N/A

Website:

N/A

Submission Date:

Apr 2, 2025 1:09 PM (Pacific Time)

ADDENDA CONFIRMATION

Addendum #1

Confirmed Mar 31, 2025 10:22 AM by Marco Rodriguez

Addendum #2

Confirmed Mar 31, 2025 10:22 AM by Marco Rodriguez

Addendum #3

Confirmed Mar 31, 2025 10:22 AM by Marco Rodriguez

Addendum #4

Confirmed Apr 11, 2025 7:50 AM by Marco Rodriguez

QUESTIONNAIRE

1. Proposal (WITHOUT COST)*

Proposals shall be concise, well organized and demonstrate qualifications and applicable experience. Proposals shall be organized and include page numbers for all pages in the proposal. The proposal shall be uploaded here, in the following order and shall include:

1. Cover Letter

- A. This letter should briefly introduce the firm, summarize the firm's general qualifications, include an executive summary of the specific approach which will be used to deliver the work scope; and identify the individual(s) name, address and phone number authorized to negotiate Agreement terms and compensation.

2. Experience and Technical Competence

- A. **Background:** Provide history of the firm's consulting experience which specifically addresses the individual or firm's experience with similar Service as described in this RFP.

- B. **References:** The proposal shall include a list of recently completed projects that are similar in scope and function to this RFP. Provide a description of the project, client name, and the name, title, and telephone number of the primary contact person.

3. **Firm Staffing and Key Personnel**

- A. **Staffing:** Provide the number of staff to be assigned to perform the Services and the names/discipline/job title of each as well as your firm's capacity to provide additional personnel as needed.
- B. **Key Personnel:** Identify key persons that will be principally responsible for working with the City. Indicate the role and responsibility of each individual.
- C. **Team Organization:** Describe proposed team organization, including identification and responsibilities of key personnel.
- D. **Subcontractors:** The Proposer shall identify functions that are likely to be subcontracted and identify the subcontractor that is anticipated to perform each function.

4. **Proposed Method to Accomplish the Work**

- A. Describe the technical and management approach to providing the Services to the City. Proposer should take into account the scope of the Services, and general functions required. Include a draft first year schedule of tasks, milestones, and deliverables that will provide for timely provision of the Services. In reviewing the scope of Services and goals described herein, the Proposer may identify additional necessary tasks and is invited to bring these to the City's attention within the discussion of its proposed method to accomplish the work.

Proposal_Palm_Desert.pdf

2. **Non-Collusion Declaration***

The undersigned declares:

I am an authorized representative of my company, the party making the foregoing Bid, to certify the following.

The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone

else to put in a sham bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid Price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid Price, or of that of any other Bidder. All statements contained in the Bid are true. The Bidder has not, directly or indirectly, submitted his or her Bid Price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Confirmed

3. Iran Contracting Act Certification*

(Public Contract Code section 2200 et seq.)

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option selected below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 et seq.) is true and correct.

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of \$250,000 or twice the Contract amount, termination of the Contract and/or ineligibility to bid on contracts for three years.

The amount of the Contract payable to the Contractor for the Project does not exceed \$1,000,000.

4. Enter your valid CA Contractors State License Board (CSLB) number*

Please enter your License Number here. This will be verified against the state database.

581224

[Click to Verify](#) *Value will be copied to clipboard*

5. Enter your California Department of Industrial Relations (DIR) Registration number*

Please enter your Public Works Contractor DIR Number. This will be verified against the state database.

1000005926

[Click to Verify](#) *Value will be copied to clipboard*

6. Type of Business*

S Corporation (if corporation, two signatures are required)

7. Litigation*

Provide litigation history for any claims filed by your firm or against your firm related to the provision of Services in the last five (5) years (or type "N/A").

N/A

8. Changes to Agreement*

The City or Authority standard professional services agreement contract is included as an attachment herein. The Proposer shall identify any objections to and/or request changes to the standard contract language in this section of the proposal (or type "N/A"). If you are identifying changes here ALSO upload a copy of the redlined Language/Agreement with your Proposal. Changes requested may effect the City or Authority's decision to enter into an Agreement.

N/A

9. No Deviations from the RFP*

In submitting a proposal in response to this RFP, Proposer is certifying that it takes no exceptions to this RFP including, but not limited to, the Agreement. If any exceptions are taken, such exceptions must be clearly noted here, and may be reason for rejection of the proposal. As such, Proposer is directed to carefully review the proposed Agreement and, in particular, the insurance and indemnification provisions therein (or type "N/A").

Maximum response length: 5000 characters

N/A

10. Project Team Resumes*

Submit resumes of all key personnel/support staff that will produce work product for the Services. Describe their qualifications, education, and professional licensing.

Resumes.pdf

11. List the Signatory(s) Authorized to Sign and Bind an Agreement.*

(If two (2) signatures are required, include the following information for both signatories)

1. Full Name
2. Title
3. Physical Business Address
4. Email Address
5. Phone Number

Matthew Brey,

President

408 Elm Ave

Beaumont, CA 92223

matt@mbreyinc.com

951-845-5438

12. Certification of Proposal: The undersigned hereby submits its proposal and, by doing so, agrees to furnish services in accordance with the Request for Proposal (RFP), and to be bound by the terms and conditions of the RFP.*

Confirmed

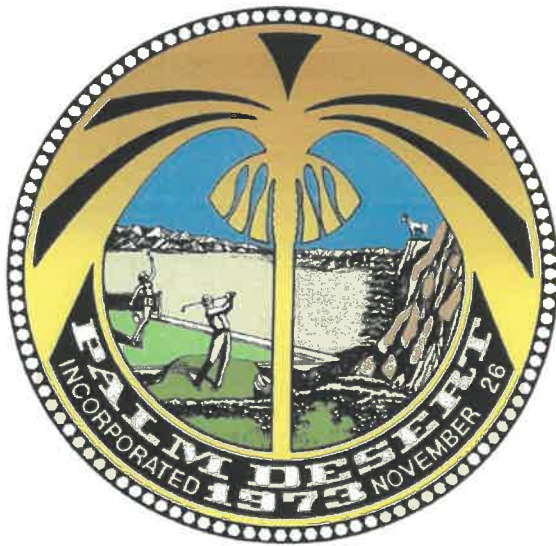
PRICE TABLES

HOURLY RATES

These rates are to be used to provide quotes for work under the Maintenance Services Agreement and incorporated into Task Orders.

Line Item	Description	Unit of Measure	Unit Cost
1	Construction Foreman	Hourly Rate	\$147.00
2	Construction Supervisor	Hourly Rate	\$151.00
3	Framer	Hourly Rate	\$127.00
4	Drywall Installer	Hourly Rate	\$127.00
5	Plumber	Hourly Rate	\$142.00
6	Concrete worker	Hourly Rate	\$127.00
7	Carpenter	Hourly Rate	\$127.00
8	Painter	Hourly Rate	\$127.00
9	Welder	Hourly Rate	\$127.00
10	Flooring Installer	Hourly Rate	\$127.00
11	Electrician	Hourly Rate	\$142.00
12	Laborer	Hourly Rate	\$119.00

**CITY OF PALM DESERT
73-510 FRED WARING DRIVE
PALM DESERT, CA 92260**



**PROPOSAL FOR
CITY OF PALM DESERT
FOR
2024-RFP-161
FACILITIES REPAIRS
AND IMPROVEMENTS PROJECT 4**

Matthew Brey, President
M. Brey, Inc. dba MBE Construction
April 3, 2025

Table of Contents

Cover Letter	1
Experience and Technical Competence	3
Background.....	3
References.....	4
Firm Staffing and Key Personnel	9
Staffing	9
Key Personnel.....	10
Team Organization	11
Subcontractors	12
Proposed Method to Accomplish the Work	13
5.2 Non-Collusion Declaration	16
5.3 Iran Contracting Act Certification	17
5.4 California State Contractors License Number	18
5.5 California Department of Industrial Relations Registration Number	19
5.6 Type of Business	20
5.7 Litigation	21
5.8 Changes to Agreement	22
5.9 No Deviations from the RFP	23
5.10 Project Team Resumes	24
5.11 List of Signatory(s) Authorized to Sign and Bind an Agreement.....	29
5.12 Certification of Proposal.....	31

Cover Letter

For over a decade M. Brey, Inc., dba MBE Construction (MBE) has been providing on-call services to public agencies in the Inland Empire and Southern California. MBE offers a unique understanding of the type of support public agencies expect and require from on-call contractors. MBE understands the challenges of maintaining a city the size and complexity of Palm Desert. That is why MBE is a one phone call "on call" general contractor. The job of every employee of MBE is to make the job of maintaining Palm Desert as easy as possible for the staff members of the city. This is possible because of quick response and understanding, experienced, accommodating, and polite staff.

As demonstrated in this proposal, MBE is financially stable, well-staffed, and properly equipped to provide Palm Desert with on-call service. The company maintains a multi-talented staff that is able to perform a multitude of tasks. From constructing and repairing interior or exterior walls to placing concrete sidewalks and fabricating vandal proof enclosures with our own fabrication shop. For the field, MBE employs framers, concrete and block masons, drywallers, a welder, equipment operator, electricians, and craftsmen that can perform roof repairs, window glazing, paint, and stucco repairs. Other trades are subcontracted such as plumbing, mechanical, door maintenance, fire sprinklers, locksmith, fencing, hazardous material disposal, and flooring. Also, MBE maintains a close relationship with other subcontractors to fill in when our in-house crews are obligated on other projects. As for running the office, MBE employs personnel that are well versed in drafting, estimating, project management, scheduling, accounts payable and accounts receivable, payroll and certified payroll reports, and general accounting.

MBE is a State of California Certified Small Business therefore, agile enough to mobilize technicians whenever and wherever Palm Desert has a need. MBE maintains a large enough staff to service contracts promptly and proficiently. Employees of MBE are eager to service customers in an efficient fashion. Additionally, as an added incentive for MBE employees to maintain satisfied clients, the corporation participates in profit sharing, giving all members of the firm financial incentive to keep MBE clients satisfied and maintain a profitable, clean, and safe jobsite.

MBE has performed Public Works projects and on-call service for years and is well versed in providing our customers with the highest quality workmanship and acceptable industry standards. Moreover, MBE employees understand the critical role they play in keeping the public safe and protecting the public against hazards they may encounter. As part of MBE's quality assurance program periodic job checks are performed by the company's president. Each staff member assigned to the City of Palm Desert brings a specific skill set ranging from operating equipment to hanging drywall and placing concrete.

MBE currently holds several, "On-call" contracts and understands the critical importance of all work approval to come from the Contract Administrator and/or authorized representative. Because MBE is an, "On-call" service company, it understands the importance of employees' appearance and ease of identification. For this reason, all employees are issued button up, collared shirts with the company name and employee name.

As stated in the body of the proposal, MBE's fees schedule is reasonable and based on the current Riverside County Prevailing Wage Rates. Also, MBE's insurance policies exceed the City of Palm Desert minimum insurance requirements. MBE has not been involved in any claims related to the provision of service since the founding of the company.

This proposal contains two examples of crucially important tasks that were performed for one of MBE's on call contract cities, Moreno Valley. Although Moreno Valley is slightly larger than Palm Desert these tasks were used as examples of properly and efficiently staffing projects while completing them within the allocated time, budget, and dealing with unique constraints.

MBE maintains a steady community involvement. MBE has been recognized by the State Senate and Assembly for work performed on special projects. MBE has sponsored many sports teams (youth and adult), and donated to several charities. MBE believes that if we take care of our community, our community will take care of us.

The leadership and staff of MBE understand the role of on-call general contracting for public agencies. MBE's role is to take direction from the Contract Administrator and/or authorized representative and to assist city staff in maintaining and improving Palm Desert assets. In doing so, MBE staff might be dispatched to stop a roof from leaking in a rain storm or repairing a clogged toilet. MBE is here to support the staff of Palm Desert efficiently and quickly as possible.

In conclusion, MBE is financially stable and maintains a staff that is experienced in on call service for public agencies, MBE feels the company is a perfect fit for Palm Desert. MBE prides itself on delivering quality service and an outstanding product every time. Finally, it is the goal of MBE to use Palm Desert as a reference in future proposals.

Individual authorized to negotiate Agreement terms and compensation:

Matthew Brey, President

1105 Cherry Avenue

Beaumont, CA 92223

(951)538-8382

Experience and Technical Competence

1. Background

With almost 30 years as a licensed contractor, Matthew Brey founded MBE Construction as a service "on-call" general contractor. Our firm was designed and assembled as a one phone call service.

MBE maintains an adequate size crew at all times. MBE crews possess a diverse range of skills and trades. When a specialty contractor is required, MBE maintains a list of subcontractors that share the same helpful and willingness attitude as MBE staff. MBE subcontractors are always willing to perform above expectations.

MBE currently holds several, "On-call" contracts and understands the critical importance of all work approval to come from the Contract Administrator and/or authorized representative. Because MBE is an, "On-call" service company, it understands the importance of employees' appearance and ease of identification. For this reason all employees are issued button up, collared shirts with the company name and employee name.

When a task order or purchase order is issued to MBE it will be one of two categories. A task requiring immediate attention or work that can be scheduled such as maintenance or construction. If a task requires immediate attention, MBE is capable of dispatching a crew within 60 minutes of receiving authorization. When a task is for maintenance or construction, MBE will schedule the work to cause the least amount of interruption to the user and public.

MBE works closely with and always keeps Contract Administrators up to date as to the progress of all tasks because MBE recognizes Contract Administrators must keep other members of city staff informed.

Finally, the importance of paperwork. From Certified Payroll reports, Certificates of Insurance, to clear and detailed invoicing. MBE has years of experience in refining and producing paperwork that will support the Contract Administrator and/or authorized designee to track all work issued to MBE.

The knowledgeable and experienced staff of MBE to be assigned have been tasked with everything from remodeling Section 8 housing in Palmdale to building new offices in Moreno Valley City Hall. They have repaired

a 10" main water line leak under a 12" concrete parking apron for Victor Valley Transit Authority and removed and replaced a water damaged exterior stucco wall for City of Riverside. The staff at MBE has performed graffiti removal and restored dedication plaques for City of Moreno Valley (figure 1 and 2).

MBE staff is also capable of relocating a 120 volt receptacle for City of Laguna Niguel or replacing 10 amp fuses for Riverside County Superior Courts. MBE possesses the equipment and the staff with the knowledge to replace light standard footings for Caltrans or replace street lights for City of Palmdale.



Figure 1



Figure 2

MBE crews are experienced in maintaining public facilities, streets, highways, parks, and utilities.

The company and staff has the knowledge, equipment, and experience to replace electrical switchgear and to perform emergency weatherproofing to stop water leaks on city facilities. The emergency rain water leak pictured below was a call out at the end of the day. Rain was penetrating the exterior wall of a city facility and MBE staff performed an emergency repair to temporarily stop water from entering the building. Without the immediate response and knowledge of MBE staff substantial water damage would have occurred (figure 3). The switchgear pictured took MBE staff two days to complete (Figure 4).



Figure 4



Figure 3

MBE currently has 22 on-call service contracts for various public agencies throughout the Coachella Valley and Inland Empire.

MBE is confident on the staff it has assembled over the years. As stated previously, MBE employees staff members that can specifically address the needs of general construction. MBE staff has constructed gates for park restrooms, block walls, replaced

city sidewalks, performed interior office improvements, and much more.

MBE incorporated in 2012 and started providing on-call service to public agencies in 2013 with small specialty contracts. As MBE perfected the on-call service, larger contracts were pursued and attained.

2. References

- (1) City of Moreno Valley
Facilities: Joseph Mattox, Fleet and Facilities Maintenance Division Manager
951-850-7667
josephm@moval.org
\$13,760,000.00
- (2) City of Palmdale
Public Works: Jeffery Newman, Traffic Signal & Streetlight Superintendent
661-810-4539

jnewman@cityofpalmdale.org
\$450,000.00

- (3) City of Fontana
Public Works: Brian Clements, Parks and Landscape Supervisor
909-350-6771
bclements@fontanaca.gov
\$100,000.00 annually

Project Specific Experience- City of Moreno Valley, new block wall at Fire Station 58 (figure 5).

The roll of MBE for a new block wall at Fire Station 58 was to design and build a 12' high block wall along the northern side of the fire station along Highway 60.

Dollar value of the service contract (total contract) \$13,760,000

Dollar value of the fee (block wall)
\$258,474

Description of service MBE attended meetings with facilities and fire personnel to understand the requirements and needs of both parties. After initial meeting, MBE produced preliminary drawings to gather additional input from facilities staff. After additional input was received, MBE obtained the services of a structural engineer to complete the plans and calculations.

After the completion of the plans and calculations, the information was submitted to Moreno Valley building department for review and permit processing. Permit was issued and wall was constructed as planned.



Figure 5

Staffing for Fire Station 58 Block Wall consisted of the following:

Matthew Brey, President- Attended meeting with facilities and fire station personnel to develop initial concept.

Chi Tang, Tang Structural Engineers, Inc.- Develop plans and structural calculations.

Jim Cole, Surveyor B&R Consulting Engineers- Bring in control points and wall layout.

Marco Rodrigues, Project Manager- Developed construction schedule, submitted plans to building department for permit, oversee material orders.

Joe Gutierrez, Foreman concrete/masonry- Site layout, oversee masons and tenders, setup and tear down scaffold, site cleanup.

Duration of providing service after revisions to the location and opening of the wall approval was obtained from the building department July 1, 2024. Substantial completion was achieved August 20, 2024

Contact Joseph Mattox, Fleet and Facilities Maintenance Division Manager
951-850-7667
josephm@moval.org

Project Specific Experience- City of Moreno Valley, Emergency and non-emergency door preventive maintenance (figure 6).

Roll of MBE for emergency and non-emergency door preventive maintenance is scheduling. Within the City of Moreno Valley there exist 7 fire stations with a total of 38 emergency doors. Additionally, there are 6 sites with a total of 21 non-emergency doors

Dollar value of the service contract (total contract) \$7,760,000

**Dollar value of the fee
Emergency doors \$18,615
Non-emergency doors \$14,848**



Figure 6

Description of service All Doors inspected includes spring tension, bearings, curtains, tracks, guides, and operators. Change drive belts as needed, drive chain, all safeties. Technicians adjust, tighten as needed, lube friction points, adjust spring tension, Tighten wall angles and report any issue that will be followed with quote.

Staffing for emergency and non-emergency preventive maintenance consist of the following:

Marquel Dopp, office assistant- Scheduling and coordination between City of Moreno Valley facilities staff and Commercial Door staff

Chuck Nugent, Commercial Door- Schedules and dispatches service crews to perform preventive maintenance

Duration of providing service- Emergency doors are serviced once every two months and non-emergency doors are serviced twice each year. Service started September 29, 2022 and is on-going

**Contact Joseph Mattox, Fleet and Facilities Maintenance Division Manager
951-850-7667
josephm@moval.org**

Project Specific Experience- City of Palm Springs

**Roll of MBE was to repair palm tree lighting on Palm Canyon Drive (figure 7).
Dollar value of the service contract (total contract) \$600,000
Dollar value of the fee \$50,000**

Description of service Repair palm tree lighting as required that was damaged by vandalism

Staffing for Palm tree lighting repairs on Palm Canyon Drive consist of the following:

John Magill, Electrical Superintendent/Estimator- John coordinated with Palm Springs facilities staff and scheduled our electricians to be onsite.

Duration of providing service August 19, 2024 through September 27, 2024



Figure 7

**Contact Aaron Bergeson, Project Manager Public Works
760-567-9520
Aaron.Bergeson@palmspringsca.gov**

Firm Staffing and Key Personnel

M. Brey, Inc. (MBE) averages 25 employees, including office staff. MBE has the financial strength and trade connections to add extra staff when the need arises. The following are the key field personnel to be assigned to City of Palm Desert

1. Staffing:

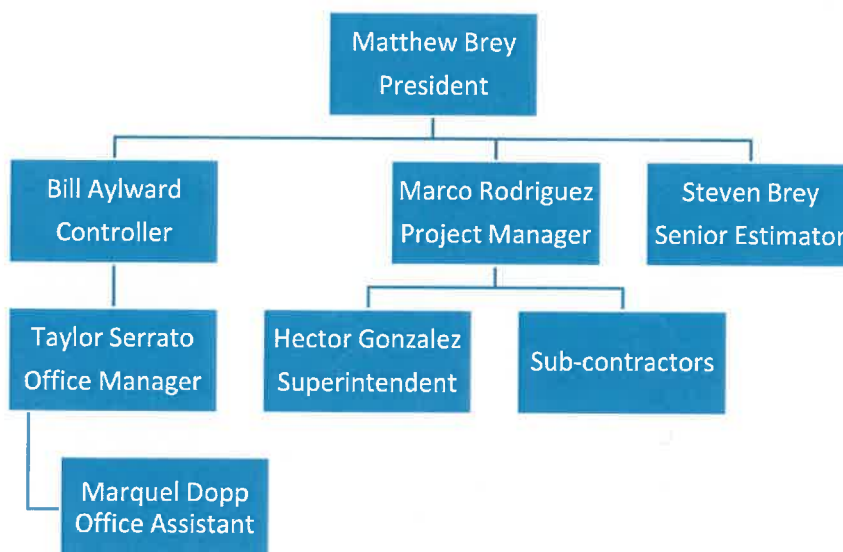
- Staffing for the City of Palm Desert will be as required per task. As a minimum, the staff listed below will be directly involved with the performance of work for Palm Desert. For the reason that MBE Construction has been in the on-call business for years, it possesses the resources and trade connections to be able to add additional staff whenever required, whether it is through part time employees or relationships with other general contractors and subcontractors.
- **Hector Gonzalez- Superintendent**
Hector Gonzalez has worked for MBE since 2013, starting with the company as a laborer and working his way to superintendent. Hector's years of dedication to the company has helped make the firm what it is today. He is in charge of the foreman and the crews, Hector top priority is to make sure the job is done correctly, completed on time, and safely. Hector understands the philosophy of the company because he helped shape it, our company philosophy is to make the city's employee's jobs as easy as possible. Hector understands that our firm is a "One Call" shop and whatever the task Palm Desert has, it's our job to take care of it as efficiently and safely as possible. Hector also holds several certifications including but not limited to:
 - Confined Space Entry
 - Traffic Control Technician
 - Ariel Lift
 - OSHA 30
 - **Julian Sandoval- Foreman/welder/framer/drywaller**
Although Julian Sandoval has only worked for MBE for three years he has made a huge impact. Julian is one of our foreman and he is also a certified welder. Julian understands jobsite safety and how to keep the public safe around jobsites. Julian is a framer, lath and plasterer, drywaller, and painter. He performs fence repairs, hangs doors, repairs roofs and installs flooring.
 - **Jose Gonzalez- Foreman/electrician**
Jose Gonzales has been with the company for about eight years. He has worked his way from the bottom to become a valuable asset to the firm. MBE sponsored Joe into the Western Electrical Contractors Association apprenticeship five year program which he successfully completed. He then took the California State Journeymen's exam and was awarded Journeyman status as an inside wireman. Since then, Joe has been running electrical crews keeping the jobsites clean and safe.
 - **Jose Gutierrez- Foreman concrete/masonry**
Jose has about 30 years in the concrete and masonry trade. He recently joined MBE about two years ago, coming from Winegardner Masonry as one of their top foreman. Although masonry and concrete are messy, Joe's jobsites are ALWAYS clean and safe. Safety is Joe's first priority and that starts with a clean jobsite. If it's building a 12' high block wall for the city of Moreno Valley or placing a concrete pad for the city of Riverside, the company always receives compliments on his jobsite cleanliness and his quality of work.

- **David Paige- Equipment operator**
David has been a part of the company for about three years. His responsibilities range from maintaining, operating, and transporting MBE's equipment fleet. Dave has over 35 years of experience in the field as a heavy equipment operator and truck driver. Dave also performs BIT inspections on the medium and heavy duty trucks in MBE's fleet. Dave's priority is to keep the equipment running safely and to keep the jobsite safe.

2. Key Personnel

- **Matthew Brey, President.** For resume see Appendix A.
 - Attend job walks
 - Write proposals
 - Inspect progress of projects
 - Inspect completion of projects
- **Marco Rodriguez- Project Manager.** For resume see Appendix B.
 - Manage equipment and personnel
 - Dispatch sub-contractors
 - Locate and order materials
 - Schedule deliveries
 - Produce construction schedules
- **Taylor Serrato- Office Manager.** For resume see Appendix C.
 - Invoicing
 - Certified Payroll Reports
 - Certificates of Insurance

3. **Team organization:**
Describe proposed team organization, including identification and responsibilities of key personnel.



MBE is a State of California Certified Small Business and is agile enough to mobilize technicians whenever and wherever Palm Desert has a need. MBE maintains a large enough staff to service contracts promptly and proficiently. Employees of MBE are eager to service customers in an efficient fashion. Additionally, as an added incentive for MBE employees to please clients, MBE employees participate in profit sharing, giving all members of the firm financial incentive to maintain satisfied clients, and a profitable, clean, and safe jobsite.

Matthew Brey, President:

Matthew Brey will be Palm Desert's main point of contact. Matt will be responsible for meeting on project sites with Palm Desert representatives as well as putting together costs proposals. Additionally, as part of MBE's quality control, Matt will visit the project sites as they progress and at project completion to make sure the project goes as planned and city personnel is satisfied with the final product.

Marco Rodriguez, Project Manager:

Marco Rodriguez will be Palm Desert's secondary point of contact. Marco is responsible for scheduling projects along with equipment and crew sizes. Marco manages all sub-contractors and is responsible for all contracts and purchase orders. Additionally, Marco is responsible for procurement of all building materials.

Taylor Serrato, Office Manager:

Taylor Serrato will be Palm Desert's point of contact for certified payroll reports, DIR compliance, and invoicing. Additionally, Taylor will assist Marco with scheduling service calls and emergency calls.

4. Subcontractors

Functions likely to be subcontracted and subcontractors

Locksmith:	Beaumont Safe and Lock CSLB # 1096850
Rollup doors and gates:	Commercial Door CLSB #272762
Pedestrian/storefront Doors:	EZ Automation CSLB #434801
Mechanical:	Daniels Heating and Air Conditioning, Inc. CSLB #610726
Plumbing:	Billy Moore Plumbing Co. CSLB #519847
Hazardous Material:	Karcher Environmental CSLB#481416
Fencing:	Elrod Fence Co. CSLB #332890
Fire Sprinklers:	Cosco Fire Protection CSLB #577621

Proposed Method to Accomplish the Work

MBE has performed Public Works projects and on-call service for years and is well versed in providing our customers with the highest quality workmanship and acceptable industry standards. As part of our Quality Assurance program, periodic job checks are performed by the company president. All employees are uniformed, provided with means of communications, trained in First Aid, and supplied with a company service truck stocked with common parts and supplies pertaining to their specific trade. Also, all employees understand any work performed on an hourly basis will require a daily report.

A representative of MBE will coordinate and visit the work site with city staff to perform inspections, provide recommendations, and develop a long-term plan for each facility. MBE understands work will only be requested by the Contract Administrator and/or designee. Additionally, MBE will furnish a proposal on work request when possible. After a site visit is performed, MBE will generate a report for each facility containing the following:

- Site name and address
- MBE representative and contact information
- Date and time of site visit
- List of recommended maintenance projects with descriptions
- Cost for each project with the following:
 1. Scope
 2. Estimated timeline for milestones and completion
- Photos

After all city facilities are inspected MBE will produce a baseline Gantt chart style schedule. This schedule will reflect all facilities along with each maintenance project at each facility.

Performance

MBE provides 24 hour emergency service. Our phones are always answered by an employee of MBE, never an answering service. During regular office hours (7:00AM-5:00PM, Monday through Friday) the phones are answered by a service scheduler. After hours and on the weekends the phones are forwarded to the service supervisor or the office manager. Additionally, Palm Desert's staff will be supplied with MBE's president cell phone number.

MBE maintains a highly skilled crew that is well versed in facilities, streets, and park maintenance. They are well adept to working around the public and understand they will be representing the city of Palm Desert.

Approval/Task Order

MBE understands all work approvals must come from the Contract Administrator and/or authorized representative. As regular procedure, MBE will complete the following:

- Make contact with city representative
- Evaluate the material and labor required to complete the repair/task
- Develop a proposal for the project (if possible)
- Advise the Contract Administrator and/or authorized representative by phone or email of the cost of repairs and other work prior to proceeding
- Proceed with work after authorization is received from the Contract Administrator and/or authorized representative
- Complete all work in accordance with the proposal
- Notify the Contract Administrator and/or authorized representative when work is complete

MBE will notify Contract Administrator and/or authorized representative if any additional work is required and when it will be performed. If urgent repairs are needed, MBE's technician will contact the Contract Administrator

and/or authorized representative by phone and provide a pricing, if possible, before proceeding. Additionally, MBE understands no extra work can proceed without prior written authorization.

Capable Technicians

MBE and its crews are well versed in facilities maintenance and understands the element of protecting the public. Also, MBE understands the urgency of calls such as a board-up for a broken window or performing a task involving removing a hazard from public access. MBE acknowledges performing the following tasks will be part of the requirements of this contract:

- **Wood and Metal Structural Framing**
Perform inspections, repairs, and/or replace when requested wood/metal structural framing to include beams, trusses, joist, studs, fascia, wall backing and other building systems.
- **Drywall**
Construct, demolish, and repair interior walls and ceilings. Walls may be metal or wood stud with drywall or another type of siding. Ceilings may be T bar, drywall, or another type of material.
- **Painting**
Perform interior/exterior painting, water sealing, staining, coatings, and graffiti removal on various types of building surfaces e.g., stucco, drywall, concrete, block, metal, wood, and other composites.
- **Concrete**
Perform repairs/replace broken/damaged concrete sidewalks, concrete flooring and other lightweight concrete systems for slabs, flooring, decking and roofs.
- **Carpentry**
Perform repairs/replace millwork, cabinets, countertops, interior doors, door jambs, windowsills, and other finish carpentry.
- **Audio/Visual and Security**
Perform maintenance, troubleshooting, and new installations on systems as required
- **Welding**
Perform gas/arc/tig welding repairs for fences, door jambs, doors, equipment, metal fabrication, poles, pipes, flanges, and other building systems.
- **Flooring**
Perform repairs and/or replace flooring e.g., carpet, vinyl, VCT, tile, and epoxy systems. Prep, repair and clean walls, ceilings, sub flooring, concrete, wood etc. to receive acoustic, ceramic tile, drywall, paneling and or other flooring systems.
- **Fixtures**
Remove, replace, maintain and clean city owned fixtures of all types
- **Plumbing**
Jet, scope, and install sewer line liners. Replace plumbing fixtures, locate and repair leaks, install new water and gas lines.

In addition to the tasks listed in RFP #2024-RFP-161, MBE also performs the following:

- **Board-ups**
Perform board-ups at buildings/structures with broken windows/doors using plywood, metal and or other materials to restrict access.

- **Replace Windows, Doors, Etcetera**

Replace/repair broken windows, doors, door jambs, rolling gates, grills, hatches, and other building/property access devices.

- **Fence Repairs**

Perform repairs and or installations of parameter fencing systems to include but not limited to rod iron, chain link, rolling gates, pedestrian gates, concrete walls, block walls, wood fencing, and other materials used to construct fencing.

- **Roof Repairs**

Perform roof repairs and/or replacement using asphalt composition tiles, concrete slate tiles, clay tiles, composite torch down, rubber membranes, metal, and other roofing systems.

- **Flashing, Gutters, and Curb Repairs**

Perform basic and/or major repairs of roof flashing systems, expansion joints, rain gutters, vent flashings, electrical flashing, solar flashings, down spouts, and HVAC curbs.

- **Siding**

Perform repairs/replace exterior siding, stucco, block, brick, veneer, metal fiber board, Hardie panel, wood panel, aluminum planking and vinyl systems.

- **Specialized Work**

Specialized work (such as work requiring excavation or removal of large city monuments, exterior amenities, or signs on City property) may be requested and a separate quote will be requested from the vendor for approval by the Contract Administrator. In such instances, the vendor and contract administrator may negotiate specialized rates if needed.

- **Door Maintenance**

Perform regularly scheduled maintenance and emergency service calls on city rollup doors and rolling gates.

- **Electrical**

Install parking lot lighting, troubleshoot electrical systems, change electrical panels, and replace lighting control panels. Furnish and install EV chargers, change main switch boards

- **Locksmith**

Re-key locks, make copies of keys, implement lock systems such as Primus, and repair latches,

- **HVAC/Mechanical**

Perform maintenance and service calls on refrigeration equipment, remove and replace coolers, service HVAC building equipment, remove and replace exhaust fans

- **Fire Sprinklers**

Relocate or add fire sprinklers as needed. Certify fire sprinkler systems on existing structures.

5.2. Non-Collusion Declaration*

The undersigned declares:

I am an authorized representative of my company, the party making the foregoing Bid, to certify the following.

The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid Price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid Price, or of that of any other Bidder. All statements contained in the Bid are true. The Bidder has not, directly or indirectly, submitted his or her Bid Price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

☒ Please confirm



Matthew Brey, President
M. Brey, Inc. dba MBE Construction

5.3. Iran Contracting Act Certification*

(Public Contract Code section 2200 et seq.)

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option selected below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 et seq.) is true and correct.

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of \$250,000 or twice the Contract amount, termination of the Contract and/or ineligibility to bid on contracts for three years.

☒ The Contractor is not identified on the current list of person and entities engaged in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or a financial instruction that extends, for 45 calendar days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

☐ The City or Authority has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the City or Authority will be unable to obtain the goods and/or services to be provided pursuant to the Contract.

☐ The amount of the Contract payable to the Contractor for the Project does not exceed \$1,000,000.

*Response required



Matthew Brey, President
M. Brey, Inc. dba MBE Construction

5.4. Enter your valid CA Contractors State License Board (CSLB) number*

Please enter your License Number here. This will be verified against the state database.

CSLB #581224

A handwritten signature in blue ink, appearing to read 'Matthew Brey'.

Matthew Brey, President
M. Brey, Inc. dba MBE Construction

5.5. Enter your California Department of Industrial Relations (DIR) Registration number*

Please enter your Public Works Contractor DIR Number. This will be verified against the state data

DIR #1000005926

A handwritten signature in blue ink, appearing to read 'Matthew Brey'.

Matthew Brey, President
M. Brey, Inc. dba MBE Construction

5.6. Type of Business*

- ☐ C Corporation (if corporation, two signatures are required)
- ☒ S Corporation (if corporation, two signatures are required)
- ☐ Limited Liability C Corporation (if corporation, two signatures are required)
- ☐ Partnership
- ☐ Limited Liability Partnership
- ☐ Sole Proprietor/Individual
- ☐ Other



Matthew Brey, President
M. Brey, Inc. dba MBE Construction

5.7. Litigation*

Provide litigation history for any claims filed by your firm or against your firm related to the provision of Services in the last five (5) years (or type "N/A").

N/A

A handwritten signature in blue ink, appearing to read 'Matthew Brey', with a stylized flourish at the end.

Matthew Brey, President
M. Brey, Inc. dba MBE Construction

5.8. Changes to Agreement*

The City or Authority standard professional services agreement contract is included as an attachment herein. The Proposer shall identify any objections to and/or request changes to the standard contract language in this section of the proposal (or type "N/A"). If you are identifying changes here ALSO upload a copy of the redlined Language/Agreement with your Proposal. Changes requested may effect the City or Authority's decision to enter into an Agreement.

N/A

A handwritten signature in blue ink, appearing to read 'Matthew Brey'.

Matthew Brey, President
M. Brey, Inc. dba MBE Construction

5.9. No Deviations from the RFP*

In submitting a proposal in response to this RFP, Proposer is certifying that it takes no exceptions to this RFP including, but not limited to, the Agreement. If any exceptions are taken, such exceptions must be clearly noted here, and may be reason for rejection of the proposal. As such, Proposer is directed to carefully review the proposed Agreement and, in particular, the insurance and indemnification provisions therein (or type "N/A").

N/A

A handwritten signature in blue ink, appearing to read 'Matthew Brey', with a stylized flourish at the end.

Matthew Brey, President
M. Brey, Inc. dba MBE Construction

5.10. Project Team Resumes*

Submit resumes of all key personnel/support staff that will produce work product for the Services. Describe their qualifications, education, and professional licensing.

A handwritten signature in blue ink, appearing to read 'Matthew Brey', with a stylized flourish at the end.

Matthew Brey, President
M. Brey, Inc. dba MBE Construction

Matthew A. Brey
 1105 Cherry Ave
 Beaumont, CA 92223
 (951) 538-8382
matt@mbreyinc.com

Professional Profile

Career spans 36 years in the construction industry including 29 years as a contractor. Experience ranges from several aspects of field work to administrative work, management, scheduling, negotiations, proposal writing, cost estimating, and managing projects. The majority of experience is derived from Department of Defense, cities, counties, and state projects. Most recently, supervising the day to day operations of M. Brey, Inc.

Education

- B.S., Business Administration, University of Phoenix, Phoenix, AZ (2012)
- Electrical Technology Certificate, J.M. Perry Technical Institute, Yakima, WA (1988)

Certificates

- Qualified SWPPP Practitioner (QSP)
- EM-385 Certified
- RCRA Hazardous Waste Management Certificate
- ACOE PCC Airfield Paving Certificate
- ACOE Airfield Lighting Certified
- ACOE/NAVFAC Construction Quality Management Certificate
- OSHA Hazard Communication Certificate
- Primavera P6
- Confined Space Certificate

Employment Summary

- Contractor/Owner, 1995 to present; M. Brey, Inc.
- Foreman/Superintendent, 1991 to 1995; Baldi Bros., Inc.
- Journeyman Electrician, 1988 to 1991; Brey Electric

Experience

M. Brey, Inc. - Owner 1/1995 to Present: Oversee day-to-day operations of a general engineering and building construction company. Duties include but are not limited to Corporate Safety Officer and Quality Control Officer. Other duties include estimating and scheduling. Projects completed include; firing ranges, airfield construction, car dealerships, high voltage distribution systems, security and site lighting, machine automation, on-call service maintenance, and interior office improvements. Developed long-term customer relationships and provided strategic direction for the firm.

Baldi Bros., Inc. - Foreman/Superintendent, 6/1991 to 1/1995: Provided field supervision of more than 20 workers on mixture of civil and vertical construction projects for Navy ROICC, Army Corps of Engineers, State of California, and Southern California counties.

Brey Electric - Electrician, 7/1988 to 6/1991: Performed electrical work on a diverse range of commercial, industrial, county, and state projects.

MARCO RODRIGUEZ

951-318-9428

MORENO VALLEY, CA 92557

EXPERIENCE

Experienced as a project manager and estimator.

Oct 2018- Present –M Brey, Inc. Beaumont, CA

- Project Management
 - Scheduling projects
 - Ordering materials
 - Managing subcontractors
 - Conducting weekly safety meetings
 - Maintain company master schedule
 - Issue and manage contracts
 - Negotiate change orders
 - Submit proposals
 - Prepare schedule of values
 - Prepare progress billing

Feb 2009- 2018 –R Dependable Construction San Bernardino, CA

- Payroll/Accounts Payable/Accounts Receivable/Estimator Assistant – AR/AP/Data entry
 - Quick books/Time Entry/Certified Payroll/Tax payments (IRS,EDD) Releases and Prelims
 - Ordering bid bonds, general liability and workmen's comp certificates. -Public Works and Government projects
 - Preparing bids, ordering plans and submitting proposals for projects along with reviewing contracts and all related documents.
-
- Preparing Schedule of values, submitting change orders - Answer phones, filing, ordering, customer service

EDUCATION

2008-Present Riverside Community College (RCC) Riverside, CA
General Ed/Computer Science/Accounting

SKILLS

- Computer skills, Microsoft Office (Excel, word, power point, outlook)

- QuickBooks, Accu-build, Photoshop, Auto-CAD
 - Able to multi-task
 - Good work ethic and reliable. - Bilingual English/Spanish
-

Taylor N. Serrato
Beaumont, Ca 92223 (951) 807-0324

Employment

OFFICE MANAGER
MBE Construction

YEARS EMPLOYED 2018-CURRENT
Beaumont, Ca

AR/AP. Foundation Payroll. Computer Ease by Deltek. Certified Payroll. Scheduling. Maintain day to day operations.

OFFICE MANAGER
C&B Crushing, Inc,

YEARS EMPLOYED 2015-2018
Yucaipa, Ca

Vista by Viewpoint. AIA Contracts. Preliminary Lien Filing. Conditional & Unconditional Releases. AR/AP Invoicing, payments. Answer / Make Phone Calls. Day to day operations.

OFFICE ASSISTANT
Red River Builders

YEARS EMPLOYED 2012-2015
Murrieta, Ca

Assist with all accounting. Project Management. Errands. Phones. Customer Service.

Assistant Manager
Comfort Inn and Suites

Years Employed 2008-2012

Customer Service, Scheduling, Payroll, Check-In Check-Out, Oversee housekeeping. Lobby Maintenance, Banking, Hiring Manager.

Education

HIGH SCHOOL DIPLOMA
Vista Murrieta High School

YEARS ATTENDED 2003-2007
Murrieta, Ca

Skills

- | | |
|-----------------------------------|---|
| · Sage 100 Contractor | · Filing |
| · 10 Key | · Preliminary Lien Filing |
| · AR/AP Management | · Cost Breakdowns |
| · AIA Billings/Contracts | · Subcontracts, including insurance certificates, |
| · Phones | W-9 forms, Contractors Licenses' |
| · Construction Project Management | · Manage office staf |

5.11. List the Signatory(s) Authorized to Sign and Bind an Agreement.*

(If two (2) signatures are required, include the following information for both signatories)

A. Full Name

Matthew Artell Brey

B. Title

President

C. Physical Business Address

**408 Elm Avenue
Beaumont, CA 92223**

D. Email Address

matt@mbreyinc.com

E. Phone Number

951-538-8382

A. Full Name

Matthew Artell Brey

B. Title

Secretary

C. Physical Business Address

**408 Elm Avenue
Beaumont, CA 92223**

D. Email Address

matt@mbreyinc.com

E. Phone Number

951-538-8382

Matthew Brey, President
M. Brey, Inc. dba MBE Construction

A handwritten signature in blue ink, consisting of a series of connected loops and a final flourish.

Matthew Brey, Secretary
M. Brey, Inc. dba MBE Construction

5.12. Certification of Proposal: The undersigned hereby submits its proposal and, by doing so, agrees to furnish services in accordance with the Request for Proposal (RFP), and to be bound by the terms and conditions of the RFP.*

☒ Please confirm



Matthew Brey, President
M. Brey, Inc. dba MBE Construction

April 3, 2025



Matthew Brey, Secretary
M. Brey, Inc. dba MBE Construction

April 3, 2025

Extra Trades

Line item	Description	Unit of measure	Unit cost
13	Glazier	Hourly Rate	\$ 142.00
14	Fence	Hourly Rate	\$ 142.00
15	Roofer	Hourly Rate	\$ 127.00
16	Equipent operator	Hourly Rate	\$ 142.00
17	Door maintenance	Hourly Rate	\$ 142.00
18	Locksmith	Hourly Rate	\$ 142.00
19	HVAC	Hourly Rate	\$ 142.00
20	Fire sprinklers	Hourly Rate	\$ 142.00

Appendix A

Matthew A. Brey

1105 Cherry Ave
Beaumont, CA 92223
(951) 538-8382
matt@mbreyinc.com

Professional Profile

Career spans 36 years in the construction industry including 29 years as a contractor. Experience ranges from several aspects of field work to administrative work, management, scheduling, negotiations, proposal writing, cost estimating, and managing projects. The majority of experience is derived from Department of Defense, cities, counties, and state projects. Most recently, supervising the day to day operations of M. Brey, Inc.

Education

- B.S., Business Administration, University of Phoenix, Phoenix, AZ (2012)
- Electrical Technology Certificate, J.M. Perry Technical Institute, Yakima, WA (1988)

Certificates

- Qualified SWPPP Practitioner (QSP)
- EM-385 Certified
- RCRA Hazardous Waste Management Certificate
- ACOE PCC Airfield Paving Certificate
- ACOE Airfield Lighting Certified
- ACOE/NAVFAC Construction Quality Management Certificate
- OSHA Hazard Communication Certificate
- Primavera P6
- Confined Space Certificate

Employment Summary

- Contractor/Owner, 1995 to present; M. Brey, Inc.
- Foreman/Superintendent, 1991 to 1995; Baldi Bros., Inc.
- Journeyman Electrician, 1988 to 1991; Brey Electric

Experience

M. Brey, Inc. - Owner 1/1995 to Present: Oversee day-to-day operations of a general engineering and building construction company. Duties include but are not limited to Corporate Safety Officer and Quality Control Officer. Other duties include estimating and scheduling. Projects completed include; firing ranges, airfield construction, car dealerships, high voltage distribution systems, security and site lighting, machine automation, on-call service maintenance, and interior office improvements. Developed long-term customer relationships and provided strategic direction for the firm.

Baldi Bros., Inc. - Foreman/Superintendent, 6/1991 to 1/1995: Provided field supervision of more than 20 workers on mixture of civil and vertical construction projects for Navy ROICC, Army Corps of Engineers, State of California, and Southern California counties.

Brey Electric - Electrician, 7/1988 to 6/1991: Performed electrical work on a diverse range of commercial, industrial, county, and state projects.

Appendix B

MARCO RODRIGUEZ

951-318-9428

MORENO VALLEY, CA 92557

EXPERIENCE

Experienced as a project manager and estimator.

Oct 2018- Present –M Brey, Inc. Beaumont, CA

- Project Management
 - Scheduling projects
 - Ordering materials
 - Managing subcontractors
 - Conducting weekly safety meetings
 - Maintain company master schedule
 - Issue and manage contracts
 - Negotiate change orders
 - Submit proposals
 - Prepare schedule of values
 - Prepare progress billing

Feb 2009- 2018 –R Dependable Construction San Bernardino, CA

- Payroll/Accounts Payable/Accounts Receivable/Estimator Assistant –
AR/AP/Data entry
 - Quick books/Time Entry/Certified Payroll/Tax payments (IRS,EDD) Releases
and Prelims
 - Ordering bid bonds, general liability and workmen's comp certificates. -Public
Works and Government projects
 - Preparing bids, ordering plans and submitting proposals for projects along with
reviewing contracts and all related documents.
-
- Preparing Schedule of values, submitting change orders - Answer
phones, filing, ordering, customer service
-

EDUCATION

2008-Present Riverside Community College (RCC) Riverside, CA
General Ed/Computer Science/Accounting

SKILLS

- Computer skills, Microsoft Office (Excel, word, power point, outlook)
- QuickBooks, Accu-build, Photoshop, Auto-CAD
- Able to multi-task
- Good work ethic and reliable.–Bilingual English/Spanish

Appendix C

Taylor N. Serrato
Beaumont, Ca 92223 (951) 807-0324

Employment

OFFICE MANAGER
MBE Construction

YEARS EMPLOYED 2018-CURRENT
Beaumont, Ca

AR/AP. Foundation Payroll. Computer Ease by Deltek. Certified Payroll. Scheduling. Maintain day to day operations.

OFFICE MANAGER
C&B Crushing, Inc,

YEARS EMPLOYED 2015-2018
Yucaipa, Ca

Vista by Viewpoint. AIA Contracts. Preliminary Lien Filing. Conditional & Unconditional Releases. AR/AP Invoicing, payments. Answer / Make Phone Calls. Day to day operations.

OFFICE ASSISTANT
Red River Builders

YEARS EMPLOYED 2012-2015
Murrieta, Ca

Assist with all accounting. Project Management. Errands. Phones. Customer Service.

Assistant Manager
Comfort Inn and Suites

Years Employed 2008-2012

Customer Service, Scheduling, Payroll, Check-In Check-Out, Oversee housekeeping. Lobby Maintenance, Banking, Hiring Manager.

Education

HIGH SCHOOL DIPLOMA
Vista Murrieta High School

YEARS ATTENDED 2003-2007
Murrieta, Ca

Skills

- Sage 100 Contractor
- 10 Key
- AR/AP Management
- AIA Billings/Contracts
- Phones
- Construction Project Management
- Filing
- Preliminary Lien Filing
- Cost Breakdowns
- Subcontracts, including insurance certificates, W-9 forms, Contractors Licenses'
- Manage office staff



City of Palm Desert
PW - Operations & Maintenance
Randy Chavez, Director of Public Works
73-510 Fred Waring Drive, Palm Desert, CA 92260

[PUB CONSTRUCTION, INC.] RESPONSE DOCUMENT REPORT

RFP No. 2024-RFP-161

Facilities Repairs and Improvements Project 4

RESPONSE DEADLINE: April 17, 2025 at 5:00 pm

Report Generated: Friday, May 9, 2025

PUB Construction, Inc. Response

CONTACT INFORMATION

Company:

PUB Construction, Inc.

Email:

bidding@pubconstruction.com

Contact:

Chris Yi

Address:

23545 Palomino Dr.
Ste. 104
Diamond Bar, CA 91765

Phone:

(909) 455-0187

Website:

N/A

Submission Date:

Apr 10, 2025 3:57 PM (Pacific Time)

ADDENDA CONFIRMATION

Addendum #1

Confirmed Feb 24, 2025 1:26 PM by Chris Yi

Addendum #2

Confirmed Mar 21, 2025 4:09 PM by Chris Yi

Addendum #3

Confirmed Mar 21, 2025 4:10 PM by Chris Yi

Addendum #4

Confirmed Apr 10, 2025 3:55 PM by Chris Yi

QUESTIONNAIRE

1. Proposal (WITHOUT COST)*

Proposals shall be concise, well organized and demonstrate qualifications and applicable experience. Proposals shall be organized and include page numbers for all pages in the proposal. The proposal shall be uploaded here, in the following order and shall include:

1. Cover Letter

- A. This letter should briefly introduce the firm, summarize the firm's general qualifications, include an executive summary of the specific approach which will be used to deliver the work scope; and identify the individual(s) name, address and phone number authorized to negotiate Agreement terms and compensation.

2. Experience and Technical Competence

- A. **Background:** Provide history of the firm's consulting experience which specifically addresses the individual or firm's experience with similar Service as described in this RFP.

- B. **References:** The proposal shall include a list of recently completed projects that are similar in scope and function to this RFP. Provide a description of the project, client name, and the name, title, and telephone number of the primary contact person.

3. **Firm Staffing and Key Personnel**

- A. **Staffing:** Provide the number of staff to be assigned to perform the Services and the names/discipline/job title of each as well as your firm's capacity to provide additional personnel as needed.
- B. **Key Personnel:** Identify key persons that will be principally responsible for working with the City. Indicate the role and responsibility of each individual.
- C. **Team Organization:** Describe proposed team organization, including identification and responsibilities of key personnel.
- D. **Subcontractors:** The Proposer shall identify functions that are likely to be subcontracted and identify the subcontractor that is anticipated to perform each function.

4. **Proposed Method to Accomplish the Work**

- A. Describe the technical and management approach to providing the Services to the City. Proposer should take into account the scope of the Services, and general functions required. Include a draft first year schedule of tasks, milestones, and deliverables that will provide for timely provision of the Services. In reviewing the scope of Services and goals described herein, the Proposer may identify additional necessary tasks and is invited to bring these to the City's attention within the discussion of its proposed method to accomplish the work.

Cover_Letter.pdf
Proposed_Method.pdf
Key_Personnel.docx
References.pdf

2. **Non-Collusion Declaration***

The undersigned declares:

I am an authorized representative of my company, the party making the foregoing Bid, to certify the following.

The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid Price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid Price, or of that of any other Bidder. All statements contained in the Bid are true. The Bidder has not, directly or indirectly, submitted his or her Bid Price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Confirmed

3. Iran Contracting Act Certification*

(Public Contract Code section 2200 et seq.)

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option selected below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 et seq.) is true and correct.

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of \$250,000 or twice the Contract amount, termination of the Contract and/or ineligibility to bid on contracts for three years.

The Contractor is not identified on the current list of person and entities engaged in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or a financial instruction that extends, for 45 calendar days or more, credit in the amount of \$20,000,000 or more to any other person or entity

identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

4. Enter your valid CA Contractors State License Board (CSLB) number*

Please enter your License Number here. This will be verified against the state database.

788668

[Click to Verify](#) *Value will be copied to clipboard*

5. Enter your California Department of Industrial Relations (DIR) Registration number*

Please enter your Public Works Contractor DIR Number. This will be verified against the state database.

1000005407

[Click to Verify](#) *Value will be copied to clipboard*

6. Type of Business*

S Corporation (if corporation, two signatures are required)

7. Litigation*

Provide litigation history for any claims filed by your firm or against your firm related to the provision of Services in the last five (5) years (or type "N/A").

N/A

8. Changes to Agreement*

The City or Authority standard professional services agreement contract is included as an attachment herein. The Proposer shall identify any objections to and/or request changes to the standard contract language in this section of the proposal (or type "N/A"). If you are identifying changes here ALSO upload a copy of the redlined Language/Agreement with your Proposal. Changes requested may effect the City or Authority's decision to enter into an Agreement.

N/A

9. No Deviations from the RFP*

In submitting a proposal in response to this RFP, Proposer is certifying that it takes no exceptions to this RFP including, but not limited to, the Agreement. If any exceptions are taken, such exceptions must be clearly noted here, and may be reason for rejection of the proposal. As such, Proposer is directed to carefully review the proposed Agreement and, in particular, the insurance and indemnification provisions therein (or type "N/A").

Maximum response length: 5000 characters

N/A

10. Project Team Resumes*

Submit resumes of all key personnel/support staff that will produce work product for the Services. Describe their qualifications, education, and professional licensing.

Jerry_Greer_Resume.pdf

Anthony_Favela_Resume.pdf

11. List the Signatory(s) Authorized to Sign and Bind an Agreement.*

(If two (2) signatures are required, include the following information for both signatories)

1. Full Name
2. Title
3. Physical Business Address
4. Email Address
5. Phone Number

Chris Yi

President/Secretary

23545 Palomino Dr. #104 Diamond Bar, CA 91765

chri.yi@pubconstruction.com

909-455-0187

12. Certification of Proposal: The undersigned hereby submits its proposal and, by doing so, agrees to furnish services in accordance with the Request for Proposal (RFP), and to be bound by the terms and conditions of the RFP.*
Confirmed

PRICE TABLES

HOURLY RATES

These rates are to be used to provide quotes for work under the Maintenance Services Agreement and incorporated into Task Orders.

Line Item	Description	Unit of Measure	Unit Cost
1	Construction Foreman	Hourly Rate	\$130.00
2	Construction Supervisor	Hourly Rate	\$100.00
3	Framer	Hourly Rate	\$114.00
4	Drywall Installer	Hourly Rate	\$114.00
5	Plumber	Hourly Rate	\$132.00
6	Concrete worker	Hourly Rate	\$110.00
7	Carpenter	Hourly Rate	\$114.00
8	Painter	Hourly Rate	\$89.00

Line Item	Description	Unit of Measure	Unit Cost
9	Welder	Hourly Rate	\$131.00
10	Flooring Installer	Hourly Rate	\$88.00
11	Electrician	Hourly Rate	\$127.00
12	Laborer	Hourly Rate	\$104.00



To:
City of Palm Desert
Palm Desert City Hall
Public Works Conference Room
73510 Fred Waring Drive
Palm Desert, CA 92260

Dear City of Palm Desert,

At PUB Construction, we firmly believe that the fundamental approach to achieving sustainable success is through building a mutually rewarding relationship between Company and Client.

Licensed by the Contractors State License Board and registered with the California Department of Industrial Relations, we are an invaluable prime contractor with over 25 years of experience in providing public works and private sector construction services. PUB Construction primarily completes "A" and "B" license work and often self-performs the C15, C33, and C54 sub-classifications. Some of our previous and current clientele include California State University Fullerton, LA County Internal Services Department, Orange County Public Works, City of San Diego, County of San Bernardino, Irvine Company, as well as many individual cities.

PUB Construction regularly uses Gordian software to deliver scope of work, develop proposals, and monitor project progress through completion. PUB Construction utilizes proactive schedule planning, site evaluation, zoning and code compliance, and a diverse bench of subcontractors to achieve pre-construction timeliness. Over time, we have developed quality control and safety goals, status reporting, path scheduling, and highly skilled teams to meet construction deadlines.

PUB Construction is a certified Minority Business Enterprise (MBE) with a VON # 17001463 as provided by the Supplier Clearinghouse. Chris Yi is the President and 100% owner of PUB Construction and is authorized to negotiate all agreement or contractual terms and compensation. Chris Yi's principal address is 23545 Palomino Drive, #104, Diamond Bar, CA 91765 and he can be reached by phone at (909) 455-0187.

Thank you for your consideration.

Sincerely,
Chris Yi, President
PUB Construction, Inc.

City of Palm Desert – Facilities Repairs and Improvements

Proposed Method to Accomplish the Work

PUB Construction, Inc. strives hard to follow a three-phase project timeline in cooperation and coordination with its Clients. The three phases incorporate the following tasks:

Pre-Construction Phase

- Determine schedule plan
- Site evaluations as required in the General Services
- Zoning and code compliance
- Vast selection of subcontractors
- Status reporting and regulatory investigation

Construction Phase

- Cost efficient and economical approach
- Precision path scheduling
- Highly skilled crew members
- Quality control and safety awareness
- Status reporting and records keeping

Post-Construction Phase

- Certification of occupancy and/or notice of completion
- Punctual documentation
- Warranty programs
- Moving services and project finalization

Through this proposal, PUB Construction's first-year goals are to receive proposed projects from the city and execute the maintenance work as required in a timely manner. PUB prides itself in accepting and overseeing new projects on a job-by-job basis, and we are aware of this contract's scope of services and the potential locations of jobs as identified in the scope of work. PUB has excellent experience performing the maintenance work listed under general services section 3.2.

PUB will use the minimum quarterly visits of Palm Desert's facilities to identify potential issues regarding project feasibility and will incorporate those visits into its pre-construction operations. PUB also looks forward to participating in the annual meeting with City staff to discuss short-term and long-term goals for both Client and Company.

Long-term, PUB Construction hopes to demonstrate its ability to perform a variety of skilled maintenance work during the beginning stage of a potential contract with the City that will result in larger projects towards the end of a potential contract. PUB also hopes to establish a new relationship with the City that will result in mutually beneficial outcomes for both sides.

Jerry Greer will serve as the Construction Project Manager on this contract. Mr. Greer is one of our key Project Managers at PUB Construction Inc. with over 20 years of experience in management included in his 30 years of experience in the construction industry. Mr. Greer excels in managing On-Call and Job Order Contracts. Having successfully managed many multi-million-dollar contracts within Southern California, including City of Palm Desert, City of Palm Springs, LACDA, and many more. Mr. Greer is beyond qualified to manage this contract.

Anthony Favela will serve as a Superintendent on this contract. Mr. Favela is one of our key Superintendents with over 18 years of experience in the construction industry. Mr. Favela shines in supervisory roles on Job Order Contract, having successfully served as a Superintendent on several tenant improvement projects and projects in LACDA. His strategic approach has led to the successful completion of numerous tenant improvement projects and developments within the LACDA.



Project Name: O.P.D Locker & Gym Expansion

Location: Ontario, CA

Owner: City of Irvine

Owner Contact: Adrian Escamilla / 909-395-2635 / Aescamilla@ontarioca.gov

Description: Install lockers, asphalt concrete, seal coat, striping, grading for concrete work area and paving

Date Completed: 04/2024

Amount: \$1,559,000

Project Name: Duarte City Hall ADA Improvement Project

Location: Duarte, CA

Owner: City of Duarte

Owner Contact: Stephanie Sandoval / 626-357-7931 / ssandoval@accessduarte.com

Description: ADA improvements, concrete paving, landscaping, demolition, electrical, and plumbing

Date Completed: 05/2023

Amount: \$1,482,759.14

Project Name: Central Operation Office Modification

Location: San Bernardino, CA

Owner: County of San Bernardino

Owner Contact: Elsy Banks / 909-677-7950 / elsy.banks@res.sbcounty.gov

Description: Demolition, roofing, install thermal insulation, sprinkler monitoring system, painting,

Date Completed: 02/2023

Amount: \$5,011,649.82

Project Name: Public Park Restrooms Project

Location: Hermosa Beach, CA

Owner: City of Hermosa Beach

Owner Contact: Jonathen Pascual / 310-318-0252 / jpascual@hermosabeach.gov

Description: Construction of four public restrooms and the remodel of one existing restroom

Date Completed: 11/2023

Amount: \$1,006,800

Project Name: City Council Chamber Improvements

Location: Redondo Beach, CA

Owner: City of Redondo Beach

Owner Contact: Andrew Winje

Description: Demolition, concrete, metal railing, rough and finish carpentry, gypsum board, exterior doors and glazing, tiles, plumbing, electrical, outlets, air grilles, signage, auditorium fixed seating, and other works per plans

Date Completed: 07/2021

Amount: \$797,000

Jerry Greer

9985 Orange St. Rancho Cucamonga Ca. 91737

(909) 616-9866 || Jerry@pubconstruction.com

EXPERIENCE

Pub Construction, Pomona Calif. -Project Manager

January 2023- Present

As Project Manager, my priority is to proactively facilitate project needs for our clients. This includes job walks, design, layout, permitting, and verifying utility sources for the project's needs.

Effective communication and follow up with the clients during proposal stages of project, using good judgement are necessary to ensure expectations are being met and exceeded.

Create project quotes based on job walks, design, and customer needs.

Facilitate material acquisition and delivery for all successfully awarded projects.

Utilize resources for manpower to successfully install projects based on customer's timeline.

Acquire permits from different jurisdictions in order to comply with local and state codes.

Manage all paperwork needed to ensure proper documentation for Labor Compliance.

Ensure proper billing is drawn per project specifications and contract documents.

Negotiate pricing with sub-contractors to ensure costs are within industry parameters.

Power Plus, Sun Valley, CA- Project Manager

OCTOBER 2020 - 2023

Perform site walks and design temporary power systems based on customer needs.

Pull all permits needed.

Coordinate with county/city departments to coordinate inspections.

Attend inspections of work installed.

Facilitate change orders as well as design changes to ensure power is delivered to new phases of projects.

Ensure billing is verified based on project progress.

Maddox Concrete, Corona, CA - Project Manager/Coordinator

MAY 2017 - OCTOBER 2020

Coordinate manpower, material deliveries, and ordering.

Support field operations by providing updated schedules and timelines in order to ensure a successful project.

Establish proper crew mixes and skill sets to successfully complete the job on time and on budget.

Verify that safety protocols are practiced at job sites.

Perform cost of completion estimates and reports for office personnel.

Pull permits and attend inspections.

Perform site visits to ensure that work completed is accurate for schedule of values billing.

Level3, Irvine, CA — Network Technician 2

NOVEMBER 2012 - May 2017

Installation of Telecommunication equipment for converged networks.

Verification of fiber networks using google earth for dig alert and Network Express for network routing For OSP Fiber plant.

Taking power meter readings for node insertions.

Testing circuitry for WAN connectivity with NOC and internal technical support.

Coordinating with PCs on installations and cut-overs.

Perform close out documentation including photos and site survey information critical to site maintenance.

Perform preventative maintenance tasks such as Amp Draw on rectifiers, filter cleaning and replacement, battery string testing and documentation.

Install Routers and Switches.

Extend and test T-1 Circuits.

Verification of fiber pathways and routing for Enterprise Networks using Google earth and Dig alert software.

Vector Resources, Torrance, CA — QC Project Manager

JULY 2009 - November 2012

Perform job walks to clarify customer needs.

Maintain customer client relationships.

Verification of time sheets and daily logs from multiple job sites.

Coordination with General Contractor to confirm scheduling and clarify job site conditions, manpower over many job sites, as well as various resources needed to ensure timely completion of projects.

Verify all pull pull points from manholes, overhead aerial runs as well as handholes. Verify labeling and support structure was installed per plans and specifications. Verification of butterfly drawings and update as builds.

Installation of OSP 2nd level backbone throughout campuses at LAUSD using fiber, coax and multi-conductor cables. Verifying proper installation practices within Manholes. Handholes and transition points for building entrances using GO 95 and GO 128 guidelines and practices. Also verification of rules 20.

Make sure all company safety practices were followed and enforced.

Site visits to create quality punch-lists and close out documentation.

Maddox Electric, Chino, CA — Project Manager (Electrical)

JULY 2006 - July 2009

Use of look ahead schedules to maintain and achieve goals on a daily, weekly, and monthly basis to ensure all task codes are within given budgets. Open communication with the Field Superintendent to assure job milestones and tasks were being completed in a profitable manner.

Write proposals and scope of work documents for projects as well as field personnel using Microsoft Word.

Direct field personnel to bring about the successful completion of electrical project

Conducts site surveys/layouts using blueprints, floor plans with visual site inspections throughout the project.

Manage materials, labor and the customers from the initial design and estimate of the project throughout completion for multiple projects concurrently.

OSP Construction of underground conduits systems and vault layout for new power plants and communications pathways.

Walks with City/County inspectors as needed for onsite inspections.

Ensure that each project is completed on schedule, within budget, and to customers' expectations from the contractor performance, design, quality and administration.

Schedule and assign field personnel to staff projects with an effective blend of technical skills and evaluated costs of labor using Microsoft Project.

Maintain an up-to-date analysis of project status including tasks complete estimated time and cost to complete the project, change order status, RFI status, and current cost status. Approve labor time sheets.

Visit projects regularly to ensure continued productivity, quality of installation and profitability.

Implementation of solid billing practices to ensure positive cash flow throughout the project.

Follow up on long lead times so they do not impact the flow of the project, as well as jeopardize any milestones that need to be met.

Enforcement of company safety standards.

Build strong relationships with clients so we can continue to become strong trade partners.

Protect the company's best interest in every aspect of a project.

Network Infrastructure Corporation, Anaheim, CA — General Foreman/Project Manager

JULY 2004 -July 2006

I was responsible for the installation and coordination of nine PYLUSD schools and 15 LACOE campuses for infrastructure upgrades. My responsibilities included scheduling manpower, ordering material, customer interface, billing and forecasting, change order implementation and coordination of subcontractors. Other responsibilities included interface with design consultant to achieve their design within our scope of work to keep costs within budget and identify all changes in work scope to the designer, so additional funds could be arranged for change orders.

Compel, Santa Fe Springs, CA — Project Manager & Project Foreman

DECEMBER 1997 -July 2004

Build Spreadsheets and estimate labor for a successful installation using Excel.

Working with vendors to obtain pricing for projects.

Direct field personnel to bring about the successful completion of data/telecommunications projects.

Direct field technicians in excess of thirty employees. Responsibilities include training employees, safety, planning, assigning and directing work.

Visit projects regularly to ensure continued productivity, quality of installation and profitability.

Respond to customers' requests for proposal/information, which include: Certificate of Insurance, Company Organizational Charts, Business Licenses, Terms and Conditions, Contract Documents, Drawings and Summary of Response.

Coordinate with Engineering to ascertain drawing sets for bid package response, as-built drawings for customer distribution, elevations, charts and graphs.

Perform annual employee productivity and skill set evaluations.

Supervise installations on multiple projects. Coordinate/schedule manpower and material deliveries in order to achieve milestones on project. I would identify, estimate and implement change orders.

Schedule and assign field personnel in concert with Dispatcher to staff projects with an effective blend of technical skills and evaluated costs of labor.

Maintain an up-to-date analysis of project status including tasks completed, estimate time and cost to complete the project, change order status and current cost status.

Installation of Dmarc locations within campus locations to include underground copper and fiber using GO95, GO128 and Rule 20.

Installation of fused protection at dmarc. Proper labeling and support throughout the pathway. Verify grounding.

Sasco Electric, Cerritos, CA — Foreman/General Foreman/Superintendent

FEBRUARY 1992 - DECEMBER 1997

Ensure projects were kept on budget and on schedule by using effective measures of job tracking not limited to but including crew mix, project look ahead schedules, jobsite meetings, material acquisition, proper billing practices, close out documentation and training people to excel.

Oversaw the installation of cell sites within San Bernardino, Riverside and Orange counties for Pac-Tel Cellular rollout. This included setting poles installation of coax, antenna, LNBs and testing.

Utilization of duct leasing during build outs on various projects.

SUMMARY OF QUALIFICATION

I possess 41 years of comprehensive experience in Project Management and budget control, both from a field level and as an office professional. I am a confident leader with the ability to analyze, define, and solve problems through effective communication skills. I am accountable, dependable and trainable.

CERTIFICATIONS

BICSI Technician, Fiber Optic Certifications from IBEW and Siecor Installation and Design, Fred Pryor Project Management Course, AMP, Avaya, Ortronics, Panduit, Leviton, Teradon Paging and Media Management, NORDX vendor certifications.

AWARDS

Received many **Instant Recognition Awards** for going above and beyond job requirements

EMPLOYEE OF THE MONTH

January 1995: At Disney Production and Sound Stages 6 and 7 for installation techniques and quality of installs. My installations were used as a template for future installations.

December 2011: Vector Resources for outstanding achievement and accomplishments.

EDUCATION

HIGH SCHOOL GRADUATE: JOHN A ROWLAND - 1981

REFERENCES

Dan Jensen (Operations Manager, Vector Resources) | | phone: 909.641.4103

KC Maddox (Project Estimator, Rosendin Electric) | | phone: 909.856.5700

Lance Rubio (LA County Sheriff) | | phone: 949.501.6702

ANTHONY X. FAVELA

📍 Paramount, CA | 📞 (310)667-2434 | ✉️
Favelax88@icloud.com

Professional Summary

Experienced and versatile professional with a strong background in construction, manufacturing, and logistics. Proven ability to lead teams, operate heavy machinery, and manage shipping and receiving operations. Skilled in CNC programming, aerospace manufacturing, and large-scale construction projects. Bilingual in English and Spanish, with a dedication to workplace safety, efficiency, and quality craftsmanship.

Work Experience

P.U.B. Construction – Pomona, CA

2024 – Present

Construction Worker / Supervisor

- **Oversee and assist in construction projects, ensuring safety and efficiency.**
- **Operate various heavy machinery, including forklifts, boom lifts, and scissor lifts.**
- **Manage material transportation and disposal, maintaining cost efficiency.**

FR Construction - Lakewood, CA

2020 – 2023

Construction Worker

- **Handled a variety of construction tasks, including material handling and equipment operation.**
- **Ensured job site safety and compliance with regulations.**

**Weber Metals - Paramount, CA – Aerospace/Military
Manufacturing
2016 – 2020**

Hand Forge Operator

- **Worked in aerospace and military manufacturing, specializing in metal forging.**
- **Used heavy machinery to shape and refine high-strength metal components.**

**Outdoor Dimensions - Yorba Linda, CA
2013 – 2016**

Supervisor – Sign Manufacturing

- **Managed production processes, ensuring quality control and efficiency.**
- **Led teams in manufacturing custom signs for various industries.**

**NTMA Training Centers - Norwalk, CA
2011 – 2012**

CNC Operator & Programmer

- **Trained in CNC machine operations and programming.**
- **Earned certification in CNC machining.**

**Ralph's - Long Beach, CA
2008 – 2010**

Shipping & Receiving Associate

- **Managed inventory, loading/unloading, and warehouse logistics.**
- **Ensured accurate record-keeping and efficient product movement.**

Skills & Certifications

- **Certified CNC Operator & Programmer**
- **Heavy Equipment Operation: Boom Lift, Forklift, Side Loader, Manipulator, Scissor Lift**
- **Construction & Manufacturing Experience**
- **Aerospace & Military Manufacturing Experience**
- **Bilingual: English & Spanish**
- **Leadership & Team Management**
- **OSHA Safety Standards Knowledge**

Education

Paramount High School – Paramount, CA
High School Diploma – Class of 2007

Cal State University of Long Beach
2008 – 2010

NTMA Training Centers
CNC Operator & Programmer Certification – 2012



City of Palm Desert
PW - Operations & Maintenance
Randy Chavez, Director of Public Works
73-510 Fred Waring Drive, Palm Desert, CA 92260

[R&R B INC DBA SERVPRO OF PALM SPRINGS/INDIO/COACHELLA/LAQUINTA/INDIAN WELLS] RESPONSE
DOCUMENT REPORT

RFP No. 2024-RFP-161

Facilities Repairs and Improvements Project 4

RESPONSE DEADLINE: April 17, 2025 at 5:00 pm

Report Generated: Friday, May 9, 2025

R&R B Inc DBA Servpro of Palm Springs/Indio/Coachella/LaQuinta/Indian Wells Response

CONTACT INFORMATION

Company:

R&R B Inc DBA Servpro of Palm Springs/Indio/Coachella/LaQuinta/Indian Wells

Email:

sales@servpro9344.com

Contact:

Amber Pedersen

Address:

81785 Trader Place, Suite A
Indio, CA 92201

Phone:

N/A

Website:

servprochinohills.com

Submission Date:

Apr 4, 2025 12:17 PM (Pacific Time)

ADDENDA CONFIRMATION

Addendum #1

Confirmed Mar 20, 2025 11:12 AM by Amber Pedersen

Addendum #2

Confirmed Mar 20, 2025 11:12 AM by Amber Pedersen

Addendum #3

Confirmed Mar 20, 2025 11:12 AM by Amber Pedersen

Addendum #4

Confirmed Apr 10, 2025 1:20 PM by Amber Pedersen

QUESTIONNAIRE

1. Proposal (WITHOUT COST)*

Proposals shall be concise, well organized and demonstrate qualifications and applicable experience. Proposals shall be organized and include page numbers for all pages in the proposal. The proposal shall be uploaded here, in the following order and shall include:

1. Cover Letter

- A. This letter should briefly introduce the firm, summarize the firm's general qualifications, include an executive summary of the specific approach which will be used to deliver the work scope; and identify the individual(s) name, address and phone number authorized to negotiate Agreement terms and compensation.

2. Experience and Technical Competence

- A. **Background:** Provide history of the firm's consulting experience which specifically addresses the individual or firm's experience with similar Service as described in this RFP.

- B. **References:** The proposal shall include a list of recently completed projects that are similar in scope and function to this RFP. Provide a description of the project, client name, and the name, title, and telephone number of the primary contact person.

3. **Firm Staffing and Key Personnel**

- A. **Staffing:** Provide the number of staff to be assigned to perform the Services and the names/discipline/job title of each as well as your firm's capacity to provide additional personnel as needed.
- B. **Key Personnel:** Identify key persons that will be principally responsible for working with the City. Indicate the role and responsibility of each individual.
- C. **Team Organization:** Describe proposed team organization, including identification and responsibilities of key personnel.
- D. **Subcontractors:** The Proposer shall identify functions that are likely to be subcontracted and identify the subcontractor that is anticipated to perform each function.

4. **Proposed Method to Accomplish the Work**

- A. Describe the technical and management approach to providing the Services to the City. Proposer should take into account the scope of the Services, and general functions required. Include a draft first year schedule of tasks, milestones, and deliverables that will provide for timely provision of the Services. In reviewing the scope of Services and goals described herein, the Proposer may identify additional necessary tasks and is invited to bring these to the City's attention within the discussion of its proposed method to accomplish the work.

Final_Draft-Submittal_(2024-RFP-161)_Facility_Repairs_and_Improvement_Project_4.pdf

2. **Non-Collusion Declaration***

The undersigned declares:

I am an authorized representative of my company, the party making the foregoing Bid, to certify the following.

The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone

else to put in a sham bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid Price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid Price, or of that of any other Bidder. All statements contained in the Bid are true. The Bidder has not, directly or indirectly, submitted his or her Bid Price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Confirmed

3. Iran Contracting Act Certification*

(Public Contract Code section 2200 et seq.)

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option selected below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 et seq.) is true and correct.

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of \$250,000 or twice the Contract amount, termination of the Contract and/or ineligibility to bid on contracts for three years.

The Contractor is not identified on the current list of person and entities engaged in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or a financial instruction that extends, for 45 calendar days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

4. Enter your valid CA Contractors State License Board (CSLB) number*

Please enter your License Number here. This will be verified against the state database.

935856

[Click to Verify](#) *Value will be copied to clipboard*

5. Enter your California Department of Industrial Relations (DIR) Registration number*

Please enter your Public Works Contractor DIR Number. This will be verified against the state database.

1000030258

[Click to Verify](#) *Value will be copied to clipboard*

6. Type of Business*

S Corporation (if corporation, two signatures are required)

7. Litigation*

Provide litigation history for any claims filed by your firm or against your firm related to the provision of Services in the last five (5) years (or type "N/A").

N/A

8. Changes to Agreement*

The City or Authority standard professional services agreement contract is included as an attachment herein. The Proposer shall identify any objections to and/or request changes to the standard contract language in this section of the proposal (or type "N/A"). If you are identifying changes here **ALSO** upload a copy of the redlined Language/Agreement with your Proposal. Changes requested may effect the City or Authority's decision to enter into an Agreement.

N/A

9. No Deviations from the RFP*

In submitting a proposal in response to this RFP, Proposer is certifying that it takes no exceptions to this RFP including, but not limited to, the Agreement. If any exceptions are taken, such exceptions must be clearly noted here, and may be reason for rejection of the proposal. As such, Proposer is directed to carefully review the proposed Agreement and, in particular, the insurance and indemnification provisions therein (or type "N/A").

Maximum response length: 5000 characters

N/A

10. Project Team Resumes*

Submit resumes of all key personnel/support staff that will produce work product for the Services. Describe their qualifications, education, and professional licensing.

Resumes.pdf

11. List the Signatory(s) Authorized to Sign and Bind an Agreement.*

(If two (2) signatures are required, include the following information for both signatories)

1. Full Name
2. Title
3. Physical Business Address
4. Email Address
5. Phone Number

Rick Brogdon; Owner/President; 13885 Redwood Ave. Chino, CA 91710; rick@servpro9344.com; 909-548-3191

Rhonda Brogdon; Owner/Secretary/Treasurer; 13885 Redwood Ave. Chino, CA 91710; rhonda@servpro9344.com; 909-548-3191

12. Certification of Proposal: The undersigned hereby submits its proposal and, by doing so, agrees to furnish services in accordance with the Request for Proposal (RFP), and to be bound by the terms and conditions of the RFP.*
Confirmed

PRICE TABLES

HOURLY RATES

These rates are to be used to provide quotes for work under the Maintenance Services Agreement and incorporated into Task Orders.

Line Item	Description	Unit of Measure	Unit Cost
1	Construction Foreman	Hourly Rate	\$115.50
2	Construction Supervisor	Hourly Rate	\$115.50
3	Framer	Hourly Rate	\$115.50
4	Drywall Installer	Hourly Rate	\$115.50
5	Plumber	Hourly Rate	\$126.50
6	Concrete worker	Hourly Rate	\$126.50
7	Carpenter	Hourly Rate	\$115.50
8	Painter	Hourly Rate	\$115.50
9	Welder	Hourly Rate	\$126.50
10	Flooring Installer	Hourly Rate	\$115.50
11	Electrician	Hourly Rate	\$126.50

Line Item	Description	Unit of Measure	Unit Cost
12	Laborer	Hourly Rate	\$105.50



Prepared for:



CITY OF PALM DESERT

REQUEST FOR PROPOSAL

2024-RFP-161

FACILITIES REPAIRS AND IMPROVEMENTS PROJECT 4

R&R B INC. DBA:



Team Brogdon

Construction. Restoration. Remodel

SERVPRO of Chino/Chino Hills

INDIO LOCATION

SERVPRO OF INDIO/PALM SPRINGS/
COACHELLA/INDIAN WELLS/LA QUINTA
81785 TRADER PLACE, SUITE A
INDIO, CA 92201

ACCOUNT MANAGER

CINDY HELMSTEAD

760-454-9268

CINDY@SERVPRO9344.COM

COVER LETTER

March 28, 2025



City of Palm Desert-PW-Operations & Maintenance
73-510 Fred Waring Drive
Palm Desert, CA 92260

RE: Request for Proposal (2024-RFP-161) Facility Repairs and Improvement Project 4

Dear Melanie Slater,

We are pleased to submit our response to the Facility Repairs and Improvement Project 4 RFP. SERVPRO Team Brogdon, a highly qualified and experienced contractor, is eager to offer our expertise and commitment to successfully complete this ongoing project.

R&R B, Inc. – SERVPRO Team Brogdon, specializes in construction, project management, and consulting services. With a focus on quality restoration and extensive experience in emergency and non-emergency services, we possess the necessary skills to address the facilities repairs and improvements needed. Our firm's general qualifications lie in our reputation for delivering exceptional results, adhering to high-quality standards, and maintaining effective project management. We have successfully executed numerous projects, including mitigation, fire damage restoration, mold remediation, asbestos/lead abatement, and various construction initiatives. Our extensive experience and expertise position us as a trusted contractor in the industry and especially the Coachella Valley.

Our specific approach to delivering the work scope for the Facility Repairs and Improvement Project 4 emphasizes efficient project execution, effective management, and seamless communication. We will conduct regular site visits, perform thorough assessments, and provide detailed reports outlining maintenance projects, estimated costs, and project timelines. Our dedicated team of skilled technicians, supported by a reliable network of subcontractors, ensures the successful completion of complex construction tasks, comprehensive project management, and expert consulting services.

SERVPRO Team Brogdon Owners Rick Brogdon and Rhonda Brogdon, located at 13885 Redwood Ave, Chino, CA 91710 and reachable at 909-548-3191 are available to negotiate Agreement terms and compensation on behalf of SERVPRO Team Brogdon.

Cindy Helmstead, Director of Commercial Accounts, will serve as the Account Manager for the City of Palm Desert.

Warm regards,

Amber Pedersen

Amber Pedersen
Office Administrator
amber@servpro9344.com

EXPERIENCE AND TECHNICAL COMPETENCE

BACKGROUND



SERVPRO Team Brogdon is a leading provider of commercial, industrial, and residential restoration, construction, and cleaning services that specializes in water, fire, and mold damage, asbestos abatement as well as biohazard and crime scene cleanup. We're here 24/7/365 to respond to any emergency. Trust us to make it "Like it never even happened."

Founded and led by the dynamic duo of Rick Brogdon and Rhonda Brogdon, SERVPRO Team Brogdon stands as a testament to their unwavering dedication and exceptional leadership. With over 17 years as SERVPRO franchise owners, Rick and Rhonda have been instrumental in establishing a strong presence in the industry. Currently at the helm of seven franchises in Southern California, spanning across San Bernardino and Riverside counties, SERVPRO Team Brogdon's reach extends far and wide. Their franchise locations include Chino/Chino Hills, Hesperia/Apple Valley/Barstow/Twentynine Palms/Victorville, Palm Springs, and Indio/Coachella/Indian Wells/La Quinta.

We take pride in our Indio office, which has been serving the Palm Springs, Coachella, Indian Wells, and La Quinta communities for over 40 years. Equipped with a 10,000 square foot warehouse, office space, a robust fleet of trucks, and a skilled team of technicians and employees, we have the necessary resources to handle any repair, improvement, or emergency service required by the City of Palm Desert.

SERVPRO Team Brogdon has a proven track record of successfully completing projects that align with the specifications outlined in the RFP. Our expertise covers a wide range of construction disciplines, including grading, concrete, framing, plumbing, electrical, welding, HVAC, insulation, drywall, paint, flooring, finish work, job site cleanup, and debris removal. With an in-house team of skilled professionals, we ensure meticulous execution and outstanding results throughout the construction process.

Moreover, we have established a vast network of top-quality subcontractors who complement our in-house capabilities. These subcontractors have been carefully vetted based on their expertise, reliability, and commitment to delivering exceptional results. By leveraging this network, we enhance the efficiency and overall quality of our projects, ensuring timely completion and customer satisfaction.

At SERVPRO Team Brogdon, we understand the unique requirements of the City of Palm Desert. Our experienced team is adept at coordinating multiple trades, managing complex timelines, and adhering to stringent industry standards. From foundational elements such as concrete and framing to the final touches of fixtures and finishes, we possess the skills and resources to consistently deliver outstanding results.

We are excited about the opportunity to collaborate with the City of Palm Desert. With our proven expertise, extensive experience, and unwavering commitment to excellence, SERVPRO Team Brogdon is the ideal partner to fulfill the construction, project management, and consulting needs as outlined in the RFP.

REFERENCES



We take pride in our extensive portfolio of successfully completed projects that demonstrate our ability to deliver the services outlined in the RFP. These projects have showcased our expertise and proficiency in various construction disciplines, including framing, drywall installation, painting, concrete work, carpentry, welding, flooring installation, fixtures, and plumbing. Each reference provided below exemplifies our commitment to quality, timely execution, and customer satisfaction. We invite you to review these references, which serve as a testament to our capabilities and track record of excellence.

Owner and Project Name: City of Palm Desert-Water Quality Tenant Improvements

Address: 73-510 Fred Waring Dr. Palm Desert, CA 92260

Contact Person: Kevin Swartz

Phone Number: 760-574-5536

Email: kswartz@palmdesert.gov

Scope of Services: Tenant Improvement Project

Date of Completion: April 2025

Contract Amount: \$721,399.00

Owner and Project Name: City of Palm Desert-City Hall Remodel

Address: 73-510 Fred Waring Dr. Palm Desert, CA 92260

Contact Person: Kevin Swartz

Phone Number: 760-574-5536

Email: kswartz@palmdesert.gov

Scope of Services: City Hall Remodel

Date of Completion: August 2024

Contract Amount: \$448,644.00

Owner and Project Name: JFK Memorial Hospital-Maternity/OR Restoration and Reconstruction

Address: 47-001 Monroe St. Indio, CA 92201

Contact Person: Melissa Atilano

Phone Number: 760-774-8107

Email: melissa.atilano@tenethealth.com

Scope of Services: Maternity Floor and OR Restoration and Reconstruction

Date of Completion: July 2024

Contract Amount: \$400,519.00

REFERENCES-CONTINUED

Owner and Project Name: First Service Residential-Four Seasons Beaumont

Address: 1518 Four Seasons Circle Beaumont, CA 92223

Contact Person: Genevieve Ginelsa

Phone Number: 951-973-7534

Email: genevieve.ginelsa@rsresidential.com

Scope of Services: Clubhouse Reconstruction

Date of Completion: March 2025

Contract Amount: \$72,024.00

Owner and Project Name: County of San Bernardino-Garden Office Kitchen Remodels

Address: 900 E. Gilbert St. San Bernardino, CA 92415

Contact Person: Robert Celaya

Phone Number: 909-208-8563

Email: robert.celaya@pfm.sbcounty.gov

Scope of Services: Kitchen Remodels

Date of Completion: December 2024

Contract Amount: \$36,069.00

Owner and Project Name: County of San Bernardino-New Hall of Records Room Construction

Address: 222 W. Hospitality Lane San Bernardino, CA 92415

Contact Person: Robert Celaya

Phone Number: 909-208-8563

Email: robert.celaya@pfm.sbcounty.gov

Scope of Services: Records Room Construction

Date of Completion: October 2024

Contract Amount: \$35,696.00

Owner and Project Name: Hyder Management-Bell Property Management-Mold and Reconstruction

Address: 312 W. 120th St. #1 Los Angeles, CA 90061

Contact Person: Sonia Cabrera

Phone Number: 760-202-8884

Email: scabrera@hyderco.com

Scope of Services: Housing unit mold remediation and reconstruction

Date of Completion: July 2024

Contract Amount: \$27,907.00

FIRM STAFFING AND KEY PERSONNEL



STAFFING

At SERVPRO Team Brogdon, we take pride in the strength and capabilities of our staff, which consists of over 25 skilled technicians spread across our three offices. This dedicated workforce empowers us to handle a wide range of repair and improvement projects for the City of Palm Desert efficiently. Our technicians bring a wealth of expertise and experience to the table, allowing us to deliver high-quality services that meet the city's needs and exceed expectations.

Our Indio office, conveniently located at 81785 Trader Place Suite A, Indio, CA 92201, serves as the primary responding office for the City of Palm Desert. This office is equipped with a 10,000 square foot warehouse, spacious office facilities, and an extensive fleet of trucks. With these resources at our disposal, along with a highly skilled team of technicians and employees, we have the necessary infrastructure and capabilities to handle any repair, improvement, or emergency service required by the City of Palm Desert.

To ensure the successful execution of repair and improvement projects, all services rendered for the City of Palm Desert will be overseen by Curtis Brogdon, our Director of Commercial Division. Curtis brings extensive knowledge and experience to his role, ensuring that each project is meticulously planned, coordinated, and executed to meet the city's requirements and specifications. Supported by a team of key personnel, including Cindy Helmstead, Mitch Breuer, Jose Torres, and Aubrey Garcia our dedicated team is committed to delivering exceptional results and providing a seamless experience for the City of Palm Desert.

In addition to our skilled in-house team, we leverage our extensive subcontractor network to further enhance our capabilities. Our carefully selected subcontractors have a proven track record of delivering exceptional workmanship and meeting project deadlines. We strategically utilize their specialized expertise to handle specific aspects of the repair and improvement projects, allowing us to provide comprehensive solutions that address the city's unique needs. Through this collaborative approach, we ensure that all work is executed to the highest standards, leveraging the combined expertise of our in-house team and trusted subcontractors.

By leveraging our skilled staff and subcontractor network, SERVPRO Team Brogdon is fully equipped to successfully execute repair and improvement projects for the City of Palm Desert. Our comprehensive approach, attention to detail, and commitment to exceeding expectations enable us to deliver exceptional results, tailored to meet the specific needs of the city. We are dedicated to providing the highest level of service, ensuring the long-term functionality, safety, and aesthetics of the city's facilities

KEY PERSONNEL



Cindy Helmstead
Director of Commercial Accounts

Cindy Helmstead brings over 30 years of expertise in the construction industries to her role as the Director of Commercial Accounts for SERVPRO Team Brogdon. With over two years of dedicated service to the team, Cindy plays a pivotal role in driving business growth and ensuring unparalleled customer satisfaction.

Cindy's journey in the restoration sector commenced on the sales teams of other construction companies, providing her with comprehensive training and proficiency across all facets of the industry. Her diverse experience encompasses the management of intricate restoration projects, team leadership, and the delivery of exceptional customer service.

Having attended numerous educational seminars and training programs in marketing and content restoration, Cindy's commitment to continuous learning positions her as a leader informed by the latest industry trends. This dedication empowers her to excel in her role, consistently delivering outstanding results.

Beyond her contributions to the restoration field, Cindy holds a principal real estate broker's license and a notary public license, reflecting her commitment to expanding her knowledge. Her background in real estate and legal documentation enhances her understanding of the legal and regulatory aspects surrounding the restoration industry, providing a valuable perspective.

Cindy's unwavering passion for aiding others, coupled with her extensive knowledge and experience, establishes her as an invaluable asset to any team. Committed to delivering superior customer service, she ensures that each project she undertakes is executed to the highest standards of quality and professionalism.



Curtis Brogdon
Director of Commercial Division

Curtis Brogdon currently serves as the Director of the Commercial Division, bringing a wealth of experience and expertise in the construction industry. With an impressive 18-year tenure at SERVPRO Team Brogdon, Curtis has consistently excelled in various roles, showcasing his proficiency in project management, customer service, and team leadership.

Throughout his career, Curtis has held diverse positions such as Technician, Crew Chief, and Production Manager, working his way up to Director of the Commercial Division. He has extensive experience in commercial construction and project management, overseeing a wide range of restoration and remodel projects.

His unwavering dedication, meticulous attention to detail, and strong managerial skills have earned Curtis a reputation as a reliable and skilled Director of Commercial Division. Beyond his team, Curtis has demonstrated his expertise on a national scale, collaborating with other SERVPRO franchises during critical times like Hurricane Irene in 2009 and the Texas Winter Freeze in 2021. These experiences have solidified his adaptability, resourcefulness, and ability to thrive under challenging circumstances.

With a proven track record of successfully managing projects of varying scales, a commitment to continuous learning, and an unwavering dedication to excellence, Curtis Brogdon is an ideal candidate to lead and oversee any commercial construction project. His exceptional skills, extensive experience, and proven ability to deliver outstanding results make him a valuable asset to any endeavor.

EDUCATION, TRAINING & CERTIFICATIONS

IICRC Water Damage Restoration Technician
IICRC Advanced Structural Drying Technician
IICRC Applied Microbial Remediation Technician
IICRC Commercial Drying Specialist
Asbestos Supervisor Certification





Mike Todd
Commercial Estimator

Mike Todd is a Commercial Estimator for SERVPRO Team Brogdon, bringing over 30 years of hands-on experience in the restoration and construction industry. His extensive background as an Estimator has equipped Mike with valuable skills and knowledge that are vital in his current role. He has a deep understanding of SERVPRO's services and can effectively communicate with clients, understanding their unique restoration and cleanup needs.

In his 30 years as an Estimator, Mike has assessed damages caused by various disasters and provided accurate cost estimates to clients. His meticulous attention to detail and expertise in evaluating property damage have seamlessly translated into his current role as a Commercial Estimator. With his organizational skills honed as an Estimator, Mike effectively manages multiple client accounts and prioritizes tasks to ensure efficient operations. He leverages his comprehensive understanding of the restoration process to guide clients, providing accurate timelines and addressing any concerns with confidence.

Overall, Mike's extensive experience as an Estimator contributes to his success as a Commercial Estimator with SERVPRO, allowing him to build strong client relationships, deliver tailored solutions, and enhance customer satisfaction. His technical expertise, strong communication skills, organizational abilities, and comprehensive understanding of the restoration process have positioned him as a valuable asset to the company and allowed him to effectively serve clients in his role.



Jose Torres
Operations Manager

Jose Torres currently serves as the Operations Manager at SERVPRO Team Brogdon, bringing a total of 10 years of expertise in the construction industry. For the past four years, Jose has been an invaluable asset to the SERVPRO Team Brogdon, initially joining as a Project Manager before advancing to his current leadership role. In his role as Project Manager, he successfully managed large-scale restoration projects, ensuring they were completed efficiently and in compliance with industry standards. Prior to this, he worked as an Environmental Asbestos Supervisor, overseeing asbestos abatement and ensuring the safety and compliance of projects involving hazardous materials.

As Operations Manager, Jose is responsible for overseeing the day-to-day operations, including resource allocation, job scheduling, and ensuring quality control across all restoration projects. His extensive knowledge of environmental safety regulations, combined with his hands-on experience, allows him to lead teams effectively in executing complex restoration and abatement projects. Jose has played a crucial role in streamlining operations, improving project workflows, and maintaining high standards of service.

Jose holds multiple certifications from the Institute of Inspection, Cleaning, and Restoration Certification (IICRC), including Water Damage Restoration Technician and Advanced Structural Drying Technician. He also holds certifications in asbestos abatement and lead-related construction supervision. His commitment to professional development is demonstrated through his continued pursuit of advanced education, training, and certifications. This dedication ensures he remains at the forefront of industry advancements, allowing him to apply the latest techniques and best practices to SERVPRO's operations.

EDUCATION, TRAINING & CERTIFICATIONS

IICRC Water Damage Restoration Technician
IICRC Advanced Structural Drying Technician
IICRC Applied Microbial Remediation Technician
Lead-Related Construction Certification



Todd Lyon

Commercial Large Loss Estimator

Todd Lyon has over 17 years of experience in the restoration and construction industry. He currently serves as the Commercial Large Loss Estimator for SERVPRO Team Brogdon, where he plays a critical role in managing and estimating large-scale commercial restoration and reconstruction projects.

Todd's extensive experience has equipped him with the skills and knowledge necessary to provide accurate and detailed estimates for complex projects. His expertise in navigating large loss situations ensures efficiency, precision, and high-quality outcomes for clients.

Todd has completed numerous training and certification programs, including Xactimate 28 Training and IICRC Water Damage Restoration Technician certification. He is also certified in Asbestos Abatement through the Contractors/Supervisors 5-Day Course provided by Occupational Training International and holds a 10-Hour OSHA Construction Safety & Health certification.

Todd's comprehensive understanding of the restoration and construction industry, combined with his technical training, makes him an invaluable asset to SERVPRO Team Brogdon. His ability to handle the complexities of large commercial losses ensures that the company consistently delivers exceptional service.

EDUCATION, TRAINING & CERTIFICATIONS

Xactimate 28 Training Asbestos Abatement
Contractors/Supervisors 5-Day Course
(Occupational Training International)
IICRC Water Damage Restoration Technician
10-Hour OSHA Construction Safety & Health



Mitch Breuer

Commercial Project Manager

Mitch Breuer brings 40 years of construction management experience to his role as Commercial Project Manager at SERVPRO Team Brogdon. Throughout his extensive career, Mitch has been instrumental in the construction of thousands of ground-up residential single-family homes, multi-family residences, apartments, and custom homes. His commercial portfolio includes ground-up construction, remodels, and tenant improvements (TI) for a diverse range of projects, including storage facilities, churches, country club clubhouses and pro shops, upscale nightclubs, spay and neuter clinics, and a luxury pet resort.

Mitch's expertise extends to overseeing all onsite and offsite project activities, ensuring seamless execution from start to finish. He has successfully managed scheduling and coordination of subcontractors, underground utilities, budget oversight, customer relations, safety enforcement, quality control, and inspections, including compliance with public works and city regulations.

With his vast industry knowledge and hands-on experience, Mitch plays a crucial role in SERVPRO Team Brogdon's commercial restoration and construction operations. His ability to manage complex projects with efficiency and precision ensures that each job meets the highest standards of quality and client satisfaction.

EDUCATION, TRAINING & CERTIFICATIONS

CPR and First Aid Certified
10-Hour OSHA Certified

TEAM ORGANIZATION



Our team is organized to ensure optimal coordination and efficiency throughout the project. Under the leadership of Curtis Brogdon, Mitch Breuer, Jose Torres, and Aubrey Garcia, our technicians work together to execute the necessary repair and improvement tasks. This collaborative approach ensures smooth operations and adherence to project timelines.

Supporting our technicians and project managers are our office administrators, Amber Pedersen and Heather Schaeffer. They play a vital role in handling administrative tasks, supporting the team, and contributing to the overall success of our projects.

With this well-structured staffing setup, key personnel in strategic roles, and a cohesive team organization, SERVPRO Team Brogdon is well-prepared to deliver exceptional results and foster a successful partnership with the City of Palm Desert.

SERVPRO Team Brogdon Leadership



Rick Brogdon
CEO



Rhonda Brogdon
CFO



Curtis Brogdon
Director of
Commercial Division



Jose Torres
Operations Manager



Mitch Breuer
Commercial
Project Manager



Cindy Helmstead
Director of
Commercial Accounts



Todd Lyon
Commercial Large
Loss Estimator



Jeffrey Bingham
Construction
Project Manager



Mike Todd
Commercial
Estimator



Amy Meinzer
Regional
Account Manager



Chris Brogdon
Construction
Superintendent



Fernand Lopez
Restoration Manager



Jacob Alfaro
Restoration Manager



Aubrey Garcia
Restoration Manager



Heather Schaeffer
Office Manager



Amber Pederson
Office Administrator

SUBCONTACTORS



In addition to our in-house expertise, we maximize our capabilities by utilizing a network of trusted subcontractors. These subcontractors have been carefully selected based on their specialized skills and proven track record of delivering high-quality workmanship. When necessary, we leverage their expertise to handle specific aspects of the projects, ensuring that all tasks are executed to the highest standards.

By collaborating with our subcontractors, we are able to tap into their specialized knowledge and capabilities, enhancing the overall quality and efficiency of our projects. This allows us to address diverse repair and improvement needs across various disciplines, including grading, concrete, framing, plumbing, electrical, welding, HVAC, insulation, drywall, paint, flooring, finish work, job site cleanup, and debris removal. We maintain close relationships with our subcontractors, ensuring clear lines of communication, coordination, and accountability.

Our team actively oversees and manages the work of subcontractors, providing guidance, supervision, and quality control to ensure their work aligns with our commitment to excellence. This collaborative approach allows us to scale our workforce and resources based on project demands, ensuring that we can meet tight deadlines, handle multiple concurrent projects, and deliver services efficiently.

By leveraging our extensive subcontractor network in conjunction with our skilled in-house team, SERVPRO Team Brogdon ensures the successful execution of maintenance projects for the City of Palm Desert. Through this strategic approach, we offer comprehensive solutions tailored to meet the specific needs of the city, delivering exceptional results that exceed expectations.

List of Subcontractors

Concrete: City Service Paving
License Number: 502305

Audio/Visual: Vector USA
License Number: 654046

Welding: California On-Site Welding
License Number: 999417

Flooring: IJ Rager Floor Covering
License Number: 568171

Plumbing: 24 Hour Express Plumbing
License Number: 761778

Electrical: Cove Electric
License Number: 397002

PROPOSED METHOD TO ACCOMPLISH THE WORK

Assessment and Planning: Our skilled technicians will regularly visit each facility listed in the scope of work. During these visits, we will conduct thorough inspections and assessments to identify repair needs and recommend improvement projects. Our expertise spans various areas, including grading, concrete, framing, plumbing, electrical, welding, HVAC, insulation, drywall, paint, flooring, finish work, job site cleanup, and debris removal. Working closely with City staff, we will develop long-term plans for facility upkeep, ensuring that each location's unique requirements are addressed.

Resource Allocation and Subcontractor Network: With a highly skilled in-house team, we possess the proficiency to handle a wide range of repair and improvement tasks directly. Our technicians specialize in various trades, enabling us to efficiently address repair and improvement needs across multiple disciplines. Additionally, we have cultivated a network of trusted subcontractors who excel in specific areas. This strategic partnership allows us to tap into their expertise when necessary, ensuring that all projects are completed to the highest standards.

Task Scheduling and Milestones: Collaborating closely with City staff, we will develop a detailed schedule of tasks, milestones, and deliverables for the entire contract term. This schedule will prioritize repair and improvement projects based on their urgency and importance. By establishing clear deadlines for each task, we ensure effective project management and progress monitoring. Regular nightly email updates will be provided to the City showing job progress, promoting transparency and facilitating adjustments as needed.

Collaboration and Communication: Open communication and collaboration are vital to the success of any project. We will establish clear communication channels and designate specific points of contact to ensure prompt response to repair and improvement requests and efficient coordination of site visits. By actively engaging in discussions with City staff, we will address any modifications or additional tasks required to achieve the project goals effectively.

Quality Assurance: Our commitment to delivering high-quality workmanship is unwavering. Adhering to industry best practices, building codes, and safety regulations, our technicians will ensure that all repair and improvement projects meet the highest standards. Thorough quality inspections will be conducted throughout the process to identify and address any deficiencies promptly. Our goal is to ensure that the City's facilities are safe, functional, and aesthetically pleasing.

KEY PERSONNEL



Cindy Helmstead
Director of Commercial Accounts

Cindy Helmstead brings over 30 years of expertise in the construction industries to her role as the Director of Commercial Accounts for SERVPRO Team Brogdon. With over two years of dedicated service to the team, Cindy plays a pivotal role in driving business growth and ensuring unparalleled customer satisfaction.

Cindy's journey in the restoration sector commenced on the sales teams of other construction companies, providing her with comprehensive training and proficiency across all facets of the industry. Her diverse experience encompasses the management of intricate restoration projects, team leadership, and the delivery of exceptional customer service.

Having attended numerous educational seminars and training programs in marketing and content restoration, Cindy's commitment to continuous learning positions her as a leader informed by the latest industry trends. This dedication empowers her to excel in her role, consistently delivering outstanding results.

Beyond her contributions to the restoration field, Cindy holds a principal real estate broker's license and a notary public license, reflecting her commitment to expanding her knowledge. Her background in real estate and legal documentation enhances her understanding of the legal and regulatory aspects surrounding the restoration industry, providing a valuable perspective.

Cindy's unwavering passion for aiding others, coupled with her extensive knowledge and experience, establishes her as an invaluable asset to any team. Committed to delivering superior customer service, she ensures that each project she undertakes is executed to the highest standards of quality and professionalism.



Curtis Brogdon
Director of Commercial Division

Curtis Brogdon currently serves as the Director of the Commercial Division, bringing a wealth of experience and expertise in the construction industry. With an impressive 18-year tenure at SERVPRO Team Brogdon, Curtis has consistently excelled in various roles, showcasing his proficiency in project management, customer service, and team leadership.

Throughout his career, Curtis has held diverse positions such as Technician, Crew Chief, and Production Manager, working his way up to Director of the Commercial Division. He has extensive experience in commercial construction and project management, overseeing a wide range of restoration and remodel projects.

His unwavering dedication, meticulous attention to detail, and strong managerial skills have earned Curtis a reputation as a reliable and skilled Director of Commercial Division. Beyond his team, Curtis has demonstrated his expertise on a national scale, collaborating with other SERVPRO franchises during critical times like Hurricane Irene in 2009 and the Texas Winter Freeze in 2021. These experiences have solidified his adaptability, resourcefulness, and ability to thrive under challenging circumstances.

With a proven track record of successfully managing projects of varying scales, a commitment to continuous learning, and an unwavering dedication to excellence, Curtis Brogdon is an ideal candidate to lead and oversee any commercial construction project. His exceptional skills, extensive experience, and proven ability to deliver outstanding results make him a valuable asset to any endeavor.

EDUCATION, TRAINING & CERTIFICATIONS

IICRC Water Damage Restoration Technician
IICRC Advanced Structural Drying Technician
IICRC Applied Microbial Remediation Technician
IICRC Commercial Drying Specialist
Asbestos Supervisor Certification





Mike Todd
Commercial Estimator

Mike Todd is a Commercial Estimator for SERVPRO Team Brogdon, bringing over 30 years of hands-on experience in the restoration and construction industry. His extensive background as an Estimator has equipped Mike with valuable skills and knowledge that are vital in his current role. He has a deep understanding of SERVPRO's services and can effectively communicate with clients, understanding their unique restoration and cleanup needs.

In his 30 years as an Estimator, Mike has assessed damages caused by various disasters and provided accurate cost estimates to clients. His meticulous attention to detail and expertise in evaluating property damage have seamlessly translated into his current role as a Commercial Estimator. With his organizational skills honed as an Estimator, Mike effectively manages multiple client accounts and prioritizes tasks to ensure efficient operations. He leverages his comprehensive understanding of the restoration process to guide clients, providing accurate timelines and addressing any concerns with confidence.

Overall, Mike's extensive experience as an Estimator contributes to his success as a Commercial Estimator with SERVPRO, allowing him to build strong client relationships, deliver tailored solutions, and enhance customer satisfaction. His technical expertise, strong communication skills, organizational abilities, and comprehensive understanding of the restoration process have positioned him as a valuable asset to the company and allowed him to effectively serve clients in his role.



Jose Torres
Operations Manager

Jose Torres currently serves as the Operations Manager at SERVPRO Team Brogdon, bringing a total of 10 years of expertise in the construction industry. For the past four years, Jose has been an invaluable asset to the SERVPRO Team Brogdon, initially joining as a Project Manager before advancing to his current leadership role. In his role as Project Manager, he successfully managed large-scale restoration projects, ensuring they were completed efficiently and in compliance with industry standards. Prior to this, he worked as an Environmental Asbestos Supervisor, overseeing asbestos abatement and ensuring the safety and compliance of projects involving hazardous materials.

As Operations Manager, Jose is responsible for overseeing the day-to-day operations, including resource allocation, job scheduling, and ensuring quality control across all restoration projects. His extensive knowledge of environmental safety regulations, combined with his hands-on experience, allows him to lead teams effectively in executing complex restoration and abatement projects. Jose has played a crucial role in streamlining operations, improving project workflows, and maintaining high standards of service.

Jose holds multiple certifications from the Institute of Inspection, Cleaning, and Restoration Certification (IICRC), including Water Damage Restoration Technician and Advanced Structural Drying Technician. He also holds certifications in asbestos abatement and lead-related construction supervision. His commitment to professional development is demonstrated through his continued pursuit of advanced education, training, and certifications. This dedication ensures he remains at the forefront of industry advancements, allowing him to apply the latest techniques and best practices to SERVPRO's operations.

EDUCATION, TRAINING & CERTIFICATIONS

IICRC Water Damage Restoration Technician
IICRC Advanced Structural Drying Technician
IICRC Applied Microbial Remediation Technician
Lead-Related Construction Certification



Todd Lyon

Commercial Large Loss Estimator

Todd Lyon has over 17 years of experience in the restoration and construction industry. He currently serves as the Commercial Large Loss Estimator for SERVPRO Team Brogdon, where he plays a critical role in managing and estimating large-scale commercial restoration and reconstruction projects.

Todd's extensive experience has equipped him with the skills and knowledge necessary to provide accurate and detailed estimates for complex projects. His expertise in navigating large loss situations ensures efficiency, precision, and high-quality outcomes for clients.

Todd has completed numerous training and certification programs, including Xactimate 28 Training and IICRC Water Damage Restoration Technician certification. He is also certified in Asbestos Abatement through the Contractors/Supervisors 5-Day Course provided by Occupational Training International and holds a 10-Hour OSHA Construction Safety & Health certification.

Todd's comprehensive understanding of the restoration and construction industry, combined with his technical training, makes him an invaluable asset to SERVPRO Team Brogdon. His ability to handle the complexities of large commercial losses ensures that the company consistently delivers exceptional service.

EDUCATION, TRAINING & CERTIFICATIONS

Xactimate 28 Training Asbestos Abatement
Contractors/Supervisors 5-Day Course
(Occupational Training International)
IICRC Water Damage Restoration Technician
10-Hour OSHA Construction Safety & Health



Mitch Breuer

Commercial Project Manager

Mitch Breuer brings 40 years of construction management experience to his role as Commercial Project Manager at SERVPRO Team Brogdon. Throughout his extensive career, Mitch has been instrumental in the construction of thousands of ground-up residential single-family homes, multi-family residences, apartments, and custom homes. His commercial portfolio includes ground-up construction, remodels, and tenant improvements (TI) for a diverse range of projects, including storage facilities, churches, country club clubhouses and pro shops, upscale nightclubs, spay and neuter clinics, and a luxury pet resort.

Mitch's expertise extends to overseeing all onsite and offsite project activities, ensuring seamless execution from start to finish. He has successfully managed scheduling and coordination of subcontractors, underground utilities, budget oversight, customer relations, safety enforcement, quality control, and inspections, including compliance with public works and city regulations.

With his vast industry knowledge and hands-on experience, Mitch plays a crucial role in SERVPRO Team Brogdon's commercial restoration and construction operations. His ability to manage complex projects with efficiency and precision ensures that each job meets the highest standards of quality and client satisfaction.

EDUCATION, TRAINING & CERTIFICATIONS

CPR and First Aid Certified
10-Hour OSHA Certified



City of Palm Desert
PW - Operations & Maintenance
Randy Chavez, Director of Public Works
73-510 Fred Waring Drive, Palm Desert, CA 92260

[SOUTHERN PACIFIC CONSTRUCTION] RESPONSE DOCUMENT REPORT

RFP No. 2024-RFP-161

Facilities Repairs and Improvements Project 4

RESPONSE DEADLINE: April 17, 2025 at 5:00 pm

Report Generated: Friday, May 9, 2025

Southern Pacific Construction Response

CONTACT INFORMATION

Company:

Southern Pacific Construction

Email:

scott@spcbuild.com

Contact:

Scott Patterson

Address:

33362 rhine ave
Temecula, CA 92592

Phone:

N/A

Website:

spcbuild.com

Submission Date:

Apr 9, 2025 5:20 PM (Pacific Time)

ADDENDA CONFIRMATION

Addendum #1

Confirmed Mar 30, 2025 12:22 PM by Scott Patterson

Addendum #2

Confirmed Mar 30, 2025 12:23 PM by Scott Patterson

Addendum #3

Confirmed Mar 30, 2025 12:23 PM by Scott Patterson

Addendum #4

Confirmed Apr 9, 2025 5:00 PM by Scott Patterson

QUESTIONNAIRE

1. Proposal (WITHOUT COST)*

Proposals shall be concise, well organized and demonstrate qualifications and applicable experience. Proposals shall be organized and include page numbers for all pages in the proposal. The proposal shall be uploaded here, in the following order and shall include:

1. Cover Letter

- A. This letter should briefly introduce the firm, summarize the firm's general qualifications, include an executive summary of the specific approach which will be used to deliver the work scope; and identify the individual(s) name, address and phone number authorized to negotiate Agreement terms and compensation.

2. Experience and Technical Competence

- A. **Background:** Provide history of the firm's consulting experience which specifically addresses the individual or firm's experience with similar Service as described in this RFP.

- B. **References:** The proposal shall include a list of recently completed projects that are similar in scope and function to this RFP. Provide a description of the project, client name, and the name, title, and telephone number of the primary contact person.

3. **Firm Staffing and Key Personnel**

- A. **Staffing:** Provide the number of staff to be assigned to perform the Services and the names/discipline/job title of each as well as your firm's capacity to provide additional personnel as needed.
- B. **Key Personnel:** Identify key persons that will be principally responsible for working with the City. Indicate the role and responsibility of each individual.
- C. **Team Organization:** Describe proposed team organization, including identification and responsibilities of key personnel.
- D. **Subcontractors:** The Proposer shall identify functions that are likely to be subcontracted and identify the subcontractor that is anticipated to perform each function.

4. **Proposed Method to Accomplish the Work**

- A. Describe the technical and management approach to providing the Services to the City. Proposer should take into account the scope of the Services, and general functions required. Include a draft first year schedule of tasks, milestones, and deliverables that will provide for timely provision of the Services. In reviewing the scope of Services and goals described herein, the Proposer may identify additional necessary tasks and is invited to bring these to the City's attention within the discussion of its proposed method to accomplish the work.

Cover_experience_staffing.pdf

2. **Non-Collusion Declaration***

The undersigned declares:

I am an authorized representative of my company, the party making the foregoing Bid, to certify the following.

The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone

else to put in a sham bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid Price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid Price, or of that of any other Bidder. All statements contained in the Bid are true. The Bidder has not, directly or indirectly, submitted his or her Bid Price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Confirmed

3. Iran Contracting Act Certification*

(Public Contract Code section 2200 et seq.)

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option selected below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 et seq.) is true and correct.

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of \$250,000 or twice the Contract amount, termination of the Contract and/or ineligibility to bid on contracts for three years.

The Contractor is not identified on the current list of person and entities engaged in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or a financial instruction that extends, for 45 calendar days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

4. Enter your valid CA Contractors State License Board (CSLB) number*

Please enter your License Number here. This will be verified against the state database.

580492

[Click to Verify](#) *Value will be copied to clipboard*

5. Enter your California Department of Industrial Relations (DIR) Registration number*

Please enter your Public Works Contractor DIR Number. This will be verified against the state database.

1000824046

[Click to Verify](#) *Value will be copied to clipboard*

6. Type of Business*

S Corporation (if corporation, two signatures are required)

7. Litigation*

Provide litigation history for any claims filed by your firm or against your firm related to the provision of Services in the last five (5) years (or type "N/A").

NA

8. Changes to Agreement*

The City or Authority standard professional services agreement contract is included as an attachment herein. The Proposer shall identify any objections to and/or request changes to the standard contract language in this section of the proposal (or type "N/A"). If you are identifying changes here **ALSO** upload a copy of the redlined Language/Agreement with your Proposal. Changes requested may effect the City or Authority's decision to enter into an Agreement.

NA

9. No Deviations from the RFP*

In submitting a proposal in response to this RFP, Proposer is certifying that it takes no exceptions to this RFP including, but not limited to, the Agreement. If any exceptions are taken, such exceptions must be clearly noted here, and may be reason for rejection of the proposal. As such, Proposer is directed to carefully review the proposed Agreement and, in particular, the insurance and indemnification provisions therein (or type "N/A").

Maximum response length: 5000 characters

NA

10. Project Team Resumes*

Submit resumes of all key personnel/support staff that will produce work product for the Services. Describe their qualifications, education, and professional licensing.

SP_Resume.pdf

11. List the Signatory(s) Authorized to Sign and Bind an Agreement.*

(If two (2) signatures are required, include the following information for both signatories)

1. Full Name
2. Title
3. Physical Business Address
4. Email Address
5. Phone Number

Scott Patterson

President

33362 Rhine Ave

Temecula CA, (2592

scott@spcbuild.com

951-795-6306

12. Certification of Proposal: The undersigned hereby submits its proposal and, by doing so, agrees to furnish services in accordance with the Request for Proposal (RFP), and to be bound by the terms and conditions of the RFP.*

Confirmed

PRICE TABLES

HOURLY RATES

These rates are to be used to provide quotes for work under the Maintenance Services Agreement and incorporated into Task Orders.

Line Item	Description	Unit of Measure	Unit Cost
1	Construction Foreman	Hourly Rate	\$162.00
2	Construction Supervisor	Hourly Rate	\$162.00
3	Framer	Hourly Rate	\$125.00
4	Drywall Installer	Hourly Rate	\$110.00
5	Plumber	Hourly Rate	\$140.00
6	Concrete worker	Hourly Rate	\$155.00
7	Carpenter	Hourly Rate	\$125.00
8	Painter	Hourly Rate	\$101.00
9	Welder	Hourly Rate	\$160.00

Line Item	Description	Unit of Measure	Unit Cost
10	Flooring Installer	Hourly Rate	\$100.00
11	Electrician	Hourly Rate	\$122.00
12	Laborer	Hourly Rate	\$112.00



4/9/25

City of Palm Desert

7310 Fred Waring Drive, Palm Desert, CA 92260

Subject: Proposal Submission for the Facilities Repairs and Improvements Project 4

Dear Shawn Muir,

Southern Pacific Construction, under the leadership of Scott Patterson, is pleased to submit our proposal for the Facilities repair and improvement project 4. As a premier construction management firm in Southern California, we bring over three decades of expertise and a strong foundation in various construction disciplines. Founded in 1989 as a framing and concrete company, Southern Pacific Construction has evolved into a full-service general contracting firm dedicated to providing comprehensive solutions tailored to meet the diverse needs of our clients.

With a commitment to excellence and a deep understanding of the construction industry, we approach every project with a builder's mentality, ensuring efficiency, innovation, and precision in execution. Our extensive experience in project supervision, management, and estimating enables us to navigate complexities effectively and deliver exceptional results.

Experience and Technical Competence

Background

Southern Pacific Construction has a rich history of providing consulting and construction management services, successfully completing numerous projects that align with the scope and function described in this RFP. Our experience spans commercial, institutional, and municipal projects, showcasing our ability to handle projects of varying complexities while maintaining high standards of quality and efficiency.

References

The following is a list of recently completed projects similar in scope and function:

1. **Orange Clinic TI** – TI for a new medical facility
 - **Client:** DAP Health
 - **Contact Person:** Rob Carroll, Director of Facilities 760-267-7891
2. **Fire Station 67 Restroom Renovation** – Renovation to an existing firehouse restroom
 - **Client:** City of Palm Desert
 - **Contact Person:** Shawn Muir, Community Service Manager 760-776-6481

Firm Staffing and Key Personnel



The following key personnel will be principally responsible for working with the City:

- **Scott Patterson** – President – always around
- **Tim Yerkey** – Field Supervision, Carpenter
- **Mia Patterson** – Project coordinator

Our firm has the capacity to provide additional personnel as needed to ensure the successful completion of this project.

Team Organization

Our proposed team structure is designed to optimize efficiency and communication, ensuring seamless execution of project tasks. The organizational chart detailing responsibilities will be provided upon request.

Subcontractors

We anticipate subcontracting the following functions:

- **Electrical – Enterprise Electric**
- **Plumbing – Precision Plumbing**
- **Drywall – PWI**
- **Painting – PA coatings**
- **Flooring – Dels**
- **Concrete – United Brothers**

Proposed Method to Accomplish the Work

Technical and Management Approach

Our approach to delivering high-quality construction services to the City of Palm Desert is rooted in proactive planning, transparent communication, and agile project management. We understand the City's goals of reliability, efficiency, and long-term value in its public projects, and our team is committed to exceeding expectations across all phases of work.

We will deliver services through a streamlined, collaborative process that aligns with the City's priorities:

1. Pre-Construction Planning

- Conduct a kickoff meeting with City stakeholders to confirm project goals, scope, and expectations.



- Perform site evaluations, verify existing conditions, and identify any early risk factors.
 - Develop detailed project schedules, budget forecasts, and permitting timelines.
 - Prepare initial cost estimates and value-engineering alternatives where applicable.
2. **Permitting and Compliance**
- Coordinate early with permitting agencies to expedite approvals and avoid downstream delays.
 - Ensure all work complies with applicable city, state, and federal regulations.
 - Maintain updated logs of all permit applications and approvals.
3. **Construction Execution**
- Assign an experienced project manager and on-site superintendent to oversee day-to-day operations.
 - Use a digital project management platform to coordinate tasks, manage documentation, and track progress.
 - Schedule regular coordination meetings with the City and stakeholders.
 - Maintain strict adherence to safety protocols, quality standards, and environmental regulations.
4. **Project Closeout and Handover**
- Perform final inspections and coordinate sign-offs with the Architect of Record and City officials.
 - Address punch list items promptly.
 - Submit final project documentation, warranties, and as-built drawings.
 - Conduct post-completion review to ensure client satisfaction and gather feedback for future improvements.

Authorized Contact for Agreement Terms and Compensation

Scott Patterson

Southern Pacific Construction
33362 Rhine Ave, Temecula, CA 92592
951-795-6306
scott@spcbuild.com

We appreciate the opportunity to submit this proposal and look forward to the possibility of working together. Please feel free to contact us to discuss our proposal in further detail.

Sincerely,

Scott Patterson

President
Southern Pacific Construction

Scott Patterson

President | Construction Management & General Contracting

scott@spcbuild.com 951-795-6306

A seasoned leader in construction management, providing reliable, high-quality services for both private and public-sector projects across Southern California.

Profile

Experienced construction executive with over 40 years in the industry, specializing in public works, ground-up commercial projects, tenant improvements, and complex renovations. As President of a licensed California General Building Contractor firm (since 1989), I lead with hands-on expertise in construction management, value engineering, project delivery, and stakeholder coordination. Proven track record of delivering high-quality, on-time, and in-budget projects for both private clients and public entities, including municipalities such as the City of Palm Desert.

Core Competencies

- Construction & Project Management
- Public Works & Municipal Projects
- Preconstruction Services & Estimating
- Rough Carpentry & Concrete Specialization
- Budget Development & Cost Control
- Subcontractor & Vendor Coordination
- Schedule Development (CPM) & Oversight
- Permit Management & Regulatory Compliance
- Owner/Architect/Engineer (O/A/E) Communication
- Construction Closeout & Post-Construction Services

Licensing & Technical Skills

- California General Building Contractor – Licensed Since 1989
- Software: Procore, PlanGrid, RedTeam, BidMail, MS Office Suite, Bluebeam, Adobe, QuickBooks

Selected Project Experience

DAP Health, Palm Springs, CA

Tenant Improvement – \$4M (2022–2023)

Led interior renovation of healthcare facility, coordinated design changes with AOR, and maintained compliance with City standards.



Temecula Surgical Center, Temecula, CA

TI – \$2M (2019)

Oversaw medical-grade tenant improvement, including scheduling, inspections, and trades coordination under OSHPD guidelines.

Target Projects (Various Locations – CA & CO)

Rough Carpentry – \$600K–\$2M (2018–2020)

Managed subcontractor teams and material procurement for multiple high-volume retail projects in California and Colorado.

High Desert Medical College, Temecula, CA

Tenant Improvement – \$3M (2019)

Delivered large-scale renovation project on a tight deadline; managed client expectations and oversaw daily operations.

Smart & Final, Petaluma and Torrance, CA

Ground-Up & Expansion – \$3M–\$4M (2018)

Performed project management duties on complex retail builds, including demo, rebuild, and ADA upgrades.

Starbucks, Temecula, CA

Ground-Up Construction (2020)

Served as General Contractor on a new standalone location, coordinating city inspections and utility connections.

Albertsons, Escondido, CA

ADA Improvements – \$250K (2019)

Delivered ADA-compliant upgrades on a functioning retail site with minimal business interruption.

Education & Background

- Licensed General Contractor (CA) – Since 1989
- Journeyman Carpenter – Specialized in high-production commercial/residential framing
- 40+ years of hands-on construction experience

Affiliations & Availability

- Open to municipal and public-private partnership (P3) opportunities
- Experienced in job order contracts and long-term service agreements
- Familiar with City of Palm Desert processes and expectations



City of Palm Desert
PW - Operations & Maintenance
Randy Chavez, Director of Public Works
73-510 Fred Waring Drive, Palm Desert, CA 92260

[URBAN WORK CONSTRUCTION, INC.] RESPONSE DOCUMENT REPORT

RFP No. 2024-RFP-161

Facilities Repairs and Improvements Project 4

RESPONSE DEADLINE: April 17, 2025 at 5:00 pm

Report Generated: Friday, May 9, 2025

Urban Work Construction, Inc. Response

CONTACT INFORMATION

Company:

Urban Work Construction, Inc.

Email:

james@urbanworxinc.com

Contact:

James Henderson

Address:

39203 LEOPARD ST
Ste. B
Palm Desert, CA 92211

Phone:

(760) 321-3770

Website:

callurbanworx.com

Submission Date:

Apr 17, 2025 2:43 PM (Pacific Time)

ADDENDA CONFIRMATION

Addendum #1

Confirmed Apr 17, 2025 12:56 PM by James Henderson

Addendum #2

Confirmed Apr 17, 2025 12:56 PM by James Henderson

Addendum #3

Confirmed Apr 17, 2025 12:56 PM by James Henderson

Addendum #4

Confirmed Apr 17, 2025 12:56 PM by James Henderson

QUESTIONNAIRE

1. Proposal (WITHOUT COST)*

Proposals shall be concise, well organized and demonstrate qualifications and applicable experience. Proposals shall be organized and include page numbers for all pages in the proposal. The proposal shall be uploaded here, in the following order and shall include:

1. Cover Letter

- A. This letter should briefly introduce the firm, summarize the firm's general qualifications, include an executive summary of the specific approach which will be used to deliver the work scope; and identify the individual(s) name, address and phone number authorized to negotiate Agreement terms and compensation.

2. Experience and Technical Competence

- A. **Background:** Provide history of the firm's consulting experience which specifically addresses the individual or firm's experience with similar Service as described in this RFP.

- B. **References:** The proposal shall include a list of recently completed projects that are similar in scope and function to this RFP. Provide a description of the project, client name, and the name, title, and telephone number of the primary contact person.

3. **Firm Staffing and Key Personnel**

- A. **Staffing:** Provide the number of staff to be assigned to perform the Services and the names/discipline/job title of each as well as your firm's capacity to provide additional personnel as needed.
- B. **Key Personnel:** Identify key persons that will be principally responsible for working with the City. Indicate the role and responsibility of each individual.
- C. **Team Organization:** Describe proposed team organization, including identification and responsibilities of key personnel.
- D. **Subcontractors:** The Proposer shall identify functions that are likely to be subcontracted and identify the subcontractor that is anticipated to perform each function.

4. **Proposed Method to Accomplish the Work**

- A. Describe the technical and management approach to providing the Services to the City. Proposer should take into account the scope of the Services, and general functions required. Include a draft first year schedule of tasks, milestones, and deliverables that will provide for timely provision of the Services. In reviewing the scope of Services and goals described herein, the Proposer may identify additional necessary tasks and is invited to bring these to the City's attention within the discussion of its proposed method to accomplish the work.

Submittal_-_Facilities_Repairs_and_Improvements_Project_4_A-D.pdf

2. **Non-Collusion Declaration***

The undersigned declares:

I am an authorized representative of my company, the party making the foregoing Bid, to certify the following.

The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone

else to put in a sham bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid Price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid Price, or of that of any other Bidder. All statements contained in the Bid are true. The Bidder has not, directly or indirectly, submitted his or her Bid Price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Confirmed

3. Iran Contracting Act Certification*

(Public Contract Code section 2200 et seq.)

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option selected below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 et seq.) is true and correct.

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of \$250,000 or twice the Contract amount, termination of the Contract and/or ineligibility to bid on contracts for three years.

The Contractor is not identified on the current list of person and entities engaged in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or a financial instruction that extends, for 45 calendar days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

4. Enter your valid CA Contractors State License Board (CSLB) number*

Please enter your License Number here. This will be verified against the state database.

1066712

[Click to Verify](#) *Value will be copied to clipboard*

5. Enter your California Department of Industrial Relations (DIR) Registration number*

Please enter your Public Works Contractor DIR Number. This will be verified against the state database.

2000008490

[Click to Verify](#) *Value will be copied to clipboard*

6. Type of Business*

C Corporation (if corporation, two signatures are required)

7. Litigation*

Provide litigation history for any claims filed by your firm or against your firm related to the provision of Services in the last five (5) years (or type "N/A").

N/A

8. Changes to Agreement*

The City or Authority standard professional services agreement contract is included as an attachment herein. The Proposer shall identify any objections to and/or request changes to the standard contract language in this section of the proposal (or type "N/A"). If you are identifying changes here **ALSO** upload a copy of the redlined Language/Agreement with your Proposal. Changes requested may effect the City or Authority's decision to enter into an Agreement.

N/A

9. No Deviations from the RFP*

In submitting a proposal in response to this RFP, Proposer is certifying that it takes no exceptions to this RFP including, but not limited to, the Agreement. If any exceptions are taken, such exceptions must be clearly noted here, and may be reason for rejection of the proposal. As such, Proposer is directed to carefully review the proposed Agreement and, in particular, the insurance and indemnification provisions therein (or type "N/A").

Maximum response length: 5000 characters

N/A

10. Project Team Resumes*

Submit resumes of all key personnel/support staff that will produce work product for the Services. Describe their qualifications, education, and professional licensing.

James_Henderson_Resume.pdf
John_Doyle_Resume.pdf
Mike_Doyle_Resume.pdf
Zack_Vaughan_Resume.pdf
Maribel_Orellana_Resume.pdf
Taryn_Rodriguez_Resume.pdf
Martin_Hurtado_Resume.pdf
Jesse_Hurtado_Resume.pdf
Amanda_Anthony_Resume.pdf
Joshua_Bogle_Resume.pdf
Luis_Salazar_Resume.pdf

11. List the Signatory(s) Authorized to Sign and Bind an Agreement.*

(If two (2) signatures are required, include the following information for both signatories)

1. Full Name
2. Title

3. Physical Business Address

4. Email Address

5. Phone Number

- **Name:** James Henderson
- **Title:** President
- **Address:** 39203 Leopard St., Ste. B, Palm Desert, CA 92211
- **Email:** james@urbanworxinc.com
- **Phone:** (760) 321-3770
- **Name:** John Doyle
- **Title:** CFO & COO
- **Address:** 39203 Leopard St., Ste. B, Palm Desert, CA 92211
- **Email:** john@urbanworxinc.com
- **Phone:** (760) 321-3770

12. Certification of Proposal: The undersigned hereby submits its proposal and, by doing so, agrees to furnish services in accordance with the Request for Proposal (RFP), and to be bound by the terms and conditions of the RFP.*

Confirmed

PRICE TABLES

HOURLY RATES

These rates are to be used to provide quotes for work under the Maintenance Services Agreement and incorporated into Task Orders.

Line Item	Description	Unit of Measure	Unit Cost
1	Construction Foreman	Hourly Rate	\$220.00
2	Construction Supervisor	Hourly Rate	\$217.00
3	Framer	Hourly Rate	\$195.00
4	Drywall Installer	Hourly Rate	\$195.00
5	Plumber	Hourly Rate	\$212.00
6	Concrete worker	Hourly Rate	\$184.00
7	Carpenter	Hourly Rate	\$195.00
8	Painter	Hourly Rate	\$152.00
9	Welder	Hourly Rate	\$216.00
10	Flooring Installer	Hourly Rate	\$180.00
11	Electrician	Hourly Rate	\$217.00
12	Laborer	Hourly Rate	\$187.00



Cover Letter

Date: April 17, 2025

From: Urban Worx Construction, Inc.
39203 Leopard St., Ste. B
Palm Desert, CA 92211
Phone: (760) 321-3770
Email: james@urbanworxinc.com

To: Melanie Slater
Management Analyst
City of Palm Desert – PW Operations & Maintenance
73-510 Fred Waring Drive
Palm Desert, CA 92260

RE: Proposal for Facilities Repairs and Improvements Project 4 – RFP No. 2024-RFP-161

Dear Ms. Slater,

Urban Worx Construction, Inc. (DBA Urban Worx) is pleased to submit this proposal for the Facilities Repairs and Improvements Project 4. As a Palm Desert-based, full-service construction company holding a B-General Building Contractor's license along with specialty licenses in C10 (Electrical), C20 (HVAC), C36 (Plumbing), and C16/D35 (Pool and Spa Maintenance), we are uniquely positioned to meet the City's maintenance needs with depth and efficiency.

Our team of in-house technicians allows us to self-perform the wide range of trades included in the scope reducing costs and turnaround times ensuring consistent quality control. We

pride ourselves on being a one-stop solution for general construction and specialty trades eliminating the delays and complications that often come with coordinating subcontractors.

With over 40 years combined experience in the construction industry, we bring firsthand knowledge of both service and new construction work across commercial and residential projects. My business partner, John Doyle, is the license holder in all aforementioned classifications and has an equally extensive background, particularly in facilities management. Together, we bring a deep understanding of the expectations for public-sector work and the importance of safe, clean, and high-functioning community facilities.

Our approach to this project emphasizes:

- Rapid response and flexibility in scheduling
- Cost-effective in-house staffing across trades
- Professionalism and clear communication with City staff
- Prioritization of safety for both technicians and the public
- Use of technology to support documentation and asset tracking

We are confident that Urban Worx can serve as a dependable and efficient partner to the City of Palm Desert and the Palm Desert Housing Authority. Should you have any questions or require additional details, I, James Henderson, am authorized to negotiate agreement terms and compensation and can be reached at (760) 321-3770 or james@urbanworxinc.com. John Doyle is also available at john@urbanworxinc.com.

Thank you for your time and consideration.

Sincerely,

James Henderson

President

Urban Worx Construction, Inc.

Experience and Technical Competence

Background of Firm

Urban Worx Construction, Inc. (DBA Urban Worx) is a full-service construction firm based in Palm Desert, California, specializing in general construction, facility maintenance, and specialty trade services. Founded in 2019, the company has rapidly grown to serve over 4,000 clients by delivering high-quality plumbing, HVAC, electrical, and general contracting services. Urban Worx is uniquely positioned to self-perform most trades relevant to the Facilities Repairs and Improvements Project 4 due to its in-house staffing and multiple specialty contractor licenses, which minimizes subcontracting and enhances quality control, scheduling efficiency, and cost-effectiveness.

Urban Worx holds the following contractor classifications:

- **B – General Building Contractor**
- **C-10 – Electrical**
- **C-20 – Warm-Air Heating, Ventilation, and Air-Conditioning**
- **C-36 – Plumbing**
- **D-35 / C-16 – Pool and Spa Maintenance**

Our leadership team brings over 40 years of combined experience in construction, municipal facility management, operations, and code compliance.

Key Personnel Experience

James Henderson

President, Urban Worx Construction, Inc.

 (760) 321-3770 |  james@urbanworxinc.com



James Henderson is an accomplished business executive with over 20 years of experience in the construction, insurance, and financial sectors. As President of Urban Worx Construction, he has led the company's rapid growth by delivering exceptional service across general construction and specialty trades. James specializes in project oversight, client relationship management, and risk mitigation. His leadership has guided successful residential and commercial construction projects throughout Southern California.

Past roles include:

- Founder of Burton Development, Inc., where he led homebuilding operations including land acquisition, planning, and construction.
- Executive at Robert Henderson Construction, overseeing warranty work for major homebuilders and managing field crews.
- MBA and BA in Business Administration from California State University, San Bernardino.

John Doyle

Director of Operations / Co-Principal

 (760) 391-0590 |  john@urbanworxinc.com

John Doyle is a licensed contractor in General Building, Plumbing, HVAC, Electrical, and Pool & Spa Maintenance in both California and Arizona. He has over 20 years of hands-on and managerial experience in construction and facilities management, having led teams at Ameripan Inc. and served in various roles with the State of California. His past roles include Director of Operations at Ameripan Inc, Codes and Standards Administrator for the California Department of Housing and Community Development, and Stationary Engineer for state facilities including Cal Fire and Ironwood State Prison.

His extensive municipal experience includes serving on commissions for the City of Indio and overseeing compliance with the California Health & Safety Code. John is highly experienced in long-term infrastructure planning, budgeting, inspection enforcement, and workforce training.


- AS in Business Administration, College of the Desert
- Holds EPA Universal Freon Certification and multiple technical certifications

Project References

1. Desert Recreation District – ICC HVAC Replacement

Client: RivCo Mechanical Services, Inc.

Contact: Richard Sang, General Manager

 (760) 200-9898

DIR Project No.: 23-10-002-PW


Role: Subcontractor

Urban Worx served as a subcontractor on the Desert Recreation District's ICC HVAC Replacement project. Our team installed over 450 linear feet of 6" A53 Type B black steel pipe with full insulation and PVC jacketing between the mechanical room and the newly installed chiller. We also constructed the cold water loop within the mechanical room, including installation of air separators, expansion tanks, and water pumps. The project required coordination with multiple trades and meticulous attention to detail to maintain functionality of the facility during upgrades.

2. Boys & Girls Club Remodel Project

Client: Resort Construction Services

Contact: Jerry Loces, Owner

 (760) 778-8862


Role: Subcontractor

Urban Worx provided multi-trade services for a major remodel of the Boys & Girls Club. Our scope included demolition, framing, plumbing, HVAC, electrical, finish carpentry, and general construction support. The work was performed under tight timelines and required close coordination with the general contractor to meet inspection milestones and maintain site safety.

3. Package Unit Replacement – 41990 Cook St., Palm Desert, CA

Client: Roof Asset Management

Contact: Ron Winkle, Owner

 (760) 574-2903


Role: Subcontractor

Urban Worx removed and replaced 22 rooftop package unit air conditioning systems at a commercial property in Palm Desert. This project included the safe removal and disposal of existing HVAC units, structural reinforcements as needed, installation of new units, and full system start-up. The project was delivered on schedule with minimal disruption to building tenants.

4. Multi-Site Facility Maintenance – Abby Solutions (National Service Provider)

Client: Abby Solutions

Contact: Carl Benson, Dispatch Manager

 (201) 301-8827

Role: Service Provider

Urban Worx holds an ongoing service agreement with Abby Solutions, providing HVAC, plumbing, and general facility maintenance for commercial properties across the Coachella Valley. We regularly respond to dispatches for scheduled maintenance and emergency repairs. Services include HVAC diagnostics and repairs, plumbing leak mitigation, fixture replacements, and general facilities support.

5. National Home Warranty Providers – Multi-Trade Services

Clients Include:

- American Home Shield
- Fidelity National Home Warranty
- Old Republic Home Protection
- Cinch Home Warranty
- Choice Home Warranty
- First American Home Warranty

Scope: Urban Worx provides a wide array of services for residential customers under national warranty plans, including HVAC maintenance and replacement, plumbing repairs, re-pipes, equipment replacements, electrical troubleshooting and upgrades, and pool equipment service. These programs require adherence to strict warranty criteria, quick turnaround on diagnostics, and professional reporting. Contact details are available upon request.

Firm Staffing & Key Personnel

Urban Worx Construction, Inc. employs a skilled and well-rounded team with the capacity to self-perform the vast majority of trades listed in the City's Scope of Services. While our company was officially established in 2019, our core staff has worked together for many years across multiple companies spanning over 10+ years, building a strong foundation of teamwork, trust, and shared experience. This long-standing collaboration enables our team to operate with flexibility, respond rapidly, and consistently deliver high-quality maintenance and repair services.

Team Organization

Executive & Management

- **James Henderson** – President / Primary Contact
- **John Doyle** – Co-Principal / Director of Operations
- **Mike Doyle** – Operations Manager
- **Zack Vaughan** – Outside Service Manager

Office Support Staff

- **Maribel Orellana** – Office Coordinator
- **Taryn Rodriguez** – Office Coordinator

Lead Field Technicians

- **Martin Hurtado** – Lead Commercial Plumber
 - **Jesse Hurtado** – Lead Residential Plumber
 - **Amanda Anthony** – Lead HVAC Technician
 - **Joshua Bogle** – Lead Electrical Technician
 - **Luis Salazar** – Lead Installer
-

Key Personnel Bios

Mike Doyle – Operations Manager

Mike Doyle manages the day-to-day operations of Urban Worx, ensuring smooth

coordination across HVAC, plumbing, and electrical services. He oversees both field and office teams to ensure dispatch efficiency, quality service delivery, and strong internal communication. His operational oversight supports customer satisfaction and project efficiency across all departments.

Zack Vaughan – Outside Service Manager

Zack Vaughan is responsible for quality control and performance in the field. He ensures technician workmanship meets Urban Worx standards, conducts jobsite walkthroughs, and serves as a liaison between customers, technicians, and management. His leadership ensures consistency, safety, and professionalism across field operations.

Maribel Orellana – Office Coordinator

Maribel oversees technician scheduling, customer service communications, and parts procurement. Her role supports operational continuity and ensures fast, responsive service delivery, contributing to Urban Worx's reputation for reliability.

Taryn Rodriguez – Office Coordinator

Taryn plays a vital role in managing logistics, dispatch coordination, and material tracking. She supports internal operations by ensuring clear communication between office and field teams and contributes to a high level of customer service.

Martin Hurtado – Lead Commercial Plumber

Martin leads the commercial plumbing division, ensuring technical accuracy, safety, and code compliance. He manages field technicians and oversees the completion of large-scale plumbing repairs and installations across multiple projects.

Jesse Hurtado – Lead Residential Plumber

Jesse is responsible for all residential plumbing operations, troubleshooting systems, and mentoring junior staff. His expertise ensures responsive and high-quality residential service delivery.

Amanda Anthony – Lead HVAC Technician

Thaniel brings extensive experience in HVAC diagnostics, repairs, and installations. He supports the HVAC team with troubleshooting, field training, and ensuring systems meet customer, city, and manufacturer performance standards.

Joshua Bogle – Lead Electrical Technician

Joshua oversees all electrical service operations. He ensures compliance with electrical codes, oversees upgrades, and mentors electricians on both residential and commercial job sites.

Luis Salazar – Lead Installer

Luis specializes in HVAC installations, including packaged units, chillers, and split systems. He leads installation crews from layout through commissioning, ensuring efficient and clean installations.

Proposed Method to Accomplish the Work

Urban Worx Construction, Inc. proposes a highly responsive, well-coordinated, and cost-effective approach to executing the Facilities Repairs and Improvements Project 4. Our method emphasizes self-performance of critical trades, proactive facility evaluations, detailed documentation, and alignment with the City's long-term maintenance goals.

1. Facility Assessments and Site Visits

Urban Worx recommends regularly scheduled site visits on a **monthly basis**, with flexibility to adjust based on the City's priorities or seasonal needs. During these visits, our team will:

- Conduct thorough inspections of designated facilities
- Identify preventative maintenance items and emerging repair needs
- Document findings with photographs and notes
- Develop a prioritized report of maintenance tasks, including cost estimates

Each site visit will be coordinated with City staff in advance. Following the visit, a written report will be submitted in a timely manner, including all required information as outlined in the RFP.

2. Project Planning and Task Order Execution

Once a maintenance project is approved by City staff:

- Urban Worx will meet with designated City representatives to finalize scope, schedule, and logistics
- A project timeline and milestone schedule will be provided
- All necessary permits and coordination with inspectors will be handled in-house

We utilize our in-house team for nearly all trade work (plumbing, HVAC, electrical, carpentry, etc.), which allows us to provide competitive pricing and a tighter project schedule.

3. Use of Technology and Asset Management Integration

Urban Worx utilizes **Service Fusion**, a cloud-based CRM and field service platform, to track, document, and manage all work orders. Key features include:

- Time-stamped photo documentation

- Equipment tracking by asset and location
- Technician job notes and status updates
- Integration with mobile devices for field reporting

We are fully open to using the **City's Asset Management Software** and will work with the City's team to ensure compatibility between platforms. Our technicians are equipped with smartphones and tablets to input data directly on site. If selected to use the City's platform, we are committed to entering required data (location, materials used, work details, etc.) and submitting final reports in a timely manner.

4. Emergency Response and After-Hours Availability

Urban Worx has the internal capacity to respond to **same-day emergency calls** and is available for after-hours support when needed. Our service department is staffed to manage urgent dispatches, and our field technicians are trained to respond quickly, efficiently, and safely to minimize disruptions.

5. Jobsite Safety and Public Protection

Safety is a cornerstone of our operations. We have **written safety protocols and jobsite preparation procedures** for every work site. These include:

- Use of signage, barriers, cones, and dust protection
- Protective measures for adjacent equipment and public areas
- Same-day debris removal and site clean-up

Zack Vaughan, our Outside Service Manager, also serves as our **Dedicated Safety Manager**. He is responsible for safety oversight on all projects, conducting jobsite audits, and ensuring compliance with OSHA standards and City requirements.

6. Communication and Collaboration

Urban Worx values transparency and professionalism in communication. We maintain a direct line of communication between our field technicians, office coordinators, and City staff to ensure timely updates, rapid resolution of issues, and clear documentation throughout the duration of each task or project.

James A. Henderson

Palm Desert, CA 92211

(760) 321-3770 | james@urbanworxinc.com

BUSINESS EXECUTIVE | CONSTRUCTION & FACILITY MAINTENANCE SPECIALIST

Experienced executive with over 20 years leading construction and maintenance teams, specializing in service delivery for municipal, residential, and commercial clients. Proven track record of executing and managing multi-trade projects including HVAC, electrical, plumbing, framing, concrete, carpentry, drywall, painting, and more. Recognized for expertise in strategic operations, project oversight, and maintaining compliance with public-sector standards and procurement procedures. Known for strong communication with city stakeholders, hands-on leadership, and delivery of detailed assessments and reporting.

Core Competencies:

Facility Maintenance & Assessments • Multi-Trade Operations • Public Works Compliance
City Project Coordination • Project Cost Estimating • Strategic Planning & Reporting

RELEVANT EXPERIENCE

President | Urban Worx Construction, Inc.

Palm Desert, CA | 2019 – Present

- Founded and scaled a licensed general contracting firm providing full-service maintenance and repair, including framing, drywall, concrete, painting, electrical, plumbing, and HVAC.
- Delivered over 1,946 service calls in 2024 while ensuring high client satisfaction and project execution to specification.
- Coordinated with city departments, HOAs, and public agencies on assessments, permitting, and project execution.
- Provide written site visit reports, estimates, and maintenance plans with photos, timelines, and materials.
- Managed full project lifecycle: labor deployment, equipment, materials procurement, and warranty support.
- Lead internal safety protocols, debris removal standards, and public safety coordination per municipal requirements.

Account Executive | Insurance Incorporated

Riverside, CA | 2011 – 2019

- Oversaw insurance portfolios for contractors and businesses with an emphasis on risk management and compliance with municipal contract requirements.
- Developed data-driven systems for tracking client assets, reporting, and policy performance.

Founder & Principal | Burton Development, Inc.
Riverside, CA | 2003 – 2008

- Managed land acquisition, entitlements, construction, and sale of custom homes.
- Delivered \$1.5M/year in sales with tight budget and time controls.
- Performed full project planning, permitting, and construction lifecycle management.

Project Manager | Robert Henderson Construction
Riverside, CA | 1995 – 2003

- Led field teams in warranty and repair work for large homebuilders, managing over 16 journeymen.
- Implemented structured job reporting tools and financial tracking software to improve delivery efficiency and margins.

EDUCATION

MBA, Business Administration
California State University, San Bernardino – 2019

B.A., Business Administration
California State University, San Bernardino, Palm Desert Campus – 2017

PROJECT ALIGNMENT – CITY OF PALM DESERT

- Experienced in multi-site assessments, report generation, and project scoping
- Skilled in estimating and executing projects requiring cross-trade coordination
- Committed to timely debris removal, public safety standards, and site cleanliness
- Familiar with municipal warranty protocols, permitting, and inspection processes
- Capable of uploading reports into Asset Management Software or City-approved templates

JOHN DOYLE

Indio, California 92203 | 760-391-0590 | john@urbanworxinc.com

Construction and Facilities Operations

Results-driven leader holding multiple contractors' trade licenses in California and Arizona including HVAC, Plumbing, Electrical and General Contractor with extensive experience leading teams. Sat on multiple boards including the Community Services Commission and the Fair Practices Commission for the **City of Indio**. Seeks a role where outstanding leadership, facilities, and operational expertise can be leveraged in the successful management of any project.

SKILLS

- Executive Leadership • Municipal Administration • Large-Scale Planning • Operations • City Budget
- Economic Development • Manager/Administrator • Finance • Infrastructure Improvements • Facilities
- Staff Management • Community Engagement • Administrative Oversight • Municipal Management
- Interpersonal and Communication Skills • Public Safety • Unions • Water Enterprises • Collaborative
- Technology: MS Word, Excel, Outlook, PowerPoint, Project, QuickBooks, Apple, and Android Devices

PROFESSIONAL EXPERIENCE

AMERIPAN INC. & URBAN WORX CONSTRUCTION, INC.
DIRECTOR OF OPERATIONS, Palm Desert, CA

2006 to Present

Ameripan Inc is a full-service residential and commercial construction company specializing in new construction; remodels; plumbing, HVAC, electrical, and pool/spa equipment maintenance, fire safety & inspection, industrial safety engineering. As director of operations, job functions include the following:

- Manage large-scale planning and infrastructure improvement projects including complex building maintenance and construction projects from estimation through on-time, on-budget completion.
- Lead, manage and coach a large team in the delivery of successful facilities projects throughout Southern California and the city of Indio.
- Analyze and participate in the preparation and administration of project budgets.
- Prioritize multiple competing work orders and aligned needed teams and resources to deliver the highest-quality result at the best possible cost.
- Provide administrative oversight to the operational and policy functions of projects ensuring they were completed and delivered with high levels of client satisfaction.
- Oversee the day-to-day operations of the firm and planned managed the activities and operations of all internal departments, advising and assisting where needed.
- Provide administrative oversight to the operational and policy functions for the organization, including establishing positive working relationships with representatives with community organizations, state/local agencies and associations, and the public.
- As the organization's business leader, I create extensive economic development opportunities for the firm, including obtaining large contracts for massive infrastructure improvement projects.
- Use exceptional communication skills with both external and internal stakeholders ensuring facilities and infrastructure projects were delivered what was agreed upon.
- Create both short term and long-term large-scale planning of the organization, ensuring the growth and ongoing continuous improvement of the firm.

PROFESSIONAL EXPERIENCE CONTINUED

STATE OF CALIFORNIA – January 2018 to September 2021

CODES AND STANDARDS ADMINISTRATOR I

Housing and Community Development, Riverside, CA

Heald progressive role as Codes and Standards Administrator overseeing 24 inspectors from San Luis Obispo to San Diego border with Mexico.

- Led, monitored and guided a team of district representatives in the inspection and enforcement of California Health and Safety Codes.
- Provided coaching to staff on how to grow their career within the State of California.
- Established expectations, monitored performance, and provided constructive feedback to staff on a continuous basis, including documenting deficiencies through performance evaluations and corrective memorandums.
- Provided training and development to field district representatives to enable them to perform their assigned duties in the most efficient, professional, and courteous manner, including developing continuing training assignments for district representatives.
- Supported area-wide application by the Division staff and for local administration of State Housing Law Employee Housing and Mobile Home Park laws in construction, electrical, plumbing, heating, and related data preliminary to division approval of alternate materials, appliances, fixture, methods of construction, and installation techniques.

STATIONARY ENGINEER

California Department of Fire and Forestry & Ironwood State Prison

- Supervised Construction as well as implemented policy and procedure of all the mechanical and security protocols for the New Cal Fire Southern Operations Base located at March Airforce base in Moreno Valley. This facility is state of the art and designed to manage all the emergency fire operations for Southern California to include but not limited to air and ground support.
- Developed key relationships with internal and external stakeholders including Council, City staff, public and private organizations.
- Partnered with public safety, unions, and water enterprises in executing projects.

BOARDS & COMMISSIONS

Commissioner: Community Services Commission, **City of Indio** (2014 to 2016); Mobile Home Fair Practices Commission, **City of Indio** (2012 to 2014)
Treasurer: Board of Directors, **Sonora Wells HOA**, Indio (2010 to 2014)
Chair: Board of Directors, **United Methodist Church**, (2008 to 2010)

EDUCATION

Associate of Science in Business Administration, College of the Desert, Palm Desert, CA, 2017

LICENCES & CERTIFICATIONS

State of California: B General Contractor, C-36 Plumbing, C-20 HVAC, C-10 Electrical, D-35 Pool and Spa Maintenance
EPA: Universal Freon Certification
Additional: Sloan Value Certified, Mold Certified, Boiler Certification

Mike Doyle

Operations Manager

Palm Desert, CA | Contact Information Available Upon Request

PROFILE

Results-driven Operations Manager with extensive experience coordinating multidisciplinary service teams and optimizing day-to-day field and office workflows. At Urban Worx Construction, Inc., Mike ensures efficient scheduling, dispatch, communication, and service execution across HVAC, plumbing, and electrical divisions. Skilled in team leadership, operational systems, and project logistics. Committed to driving service quality, internal coordination, and customer satisfaction.

AREAS OF EXPERTISE

- Field & Office Team Management
- Service Dispatch & Scheduling
- Multi-Trade Operational Oversight
- Customer Service Strategy
- Project Coordination & Communication
- Workflow Optimization
- Cross-Departmental Collaboration
- Quality Control Systems
- Business Process Improvement

EXPERIENCE

Operations Manager

Urban Worx Construction, Inc. – Palm Desert, CA | 2021 – Present

- Oversees the daily coordination of HVAC, plumbing, and electrical services across all departments.
- Manages technician dispatch, routing, and resource allocation to ensure operational efficiency.
- Acts as a liaison between office staff, field technicians, and management to ensure alignment.
- Monitors job progress, customer satisfaction, and technician performance to improve service delivery.
- Implements systems that streamline communication and support accountability across teams.
- Participates in planning meetings, workflow development, and operations reporting.

Service & Operations Coordinator

Prior Service Management Roles – Coachella Valley | 2010 – 2021

- Directed service team scheduling and dispatch for multi-technician service operations.
- Tracked and analyzed service metrics to identify operational gaps and process improvements.
- Maintained close contact with customers, field staff, and vendors to ensure timely service execution.

TECHNICAL TOOLS & SKILLS

- CRM & Field Service Software (Service Fusion, Housecall Pro, etc.)
- Routing & Dispatch Optimization Tools
- Microsoft Office Suite (Excel, Outlook, Word)
- Service Reporting & Customer Feedback Tools
- Fleet and Inventory Oversight

PROJECT RELEVANCE

- Oversees seamless coordination of multi-trade service teams and dispatch activities
- Ensures project scheduling aligns with city expectations and jobsite access requirements
- Supports internal communications to meet documentation and inspection standards
- Drives quality assurance, job completion tracking, and performance follow-through
- Optimizes labor and resource use for timely, high-quality public service delivery

Zack Vaughan

Outside Service Manager

PROFESSIONAL SUMMARY

Field operations leader with 20 years of industry experience overseeing technician performance, quality control, and customer satisfaction. As Outside Service Manager at Urban Worx Construction, Inc., Zack ensures exceptional service delivery by managing field execution standards, conducting jobsite walkthroughs, and mentoring field staff. Acts as the critical bridge between customers, field teams, and company leadership. Skilled in ensuring compliance with safety protocols, driving consistent field operations, and improving technician performance.

Core Skills:

Field Operations Oversight • Quality Assurance • Customer Relations
Technician Performance Management • Jobsite Inspections • Team Leadership
Service Coordination • Workmanship Standards • Safety & Compliance

RELEVANT EXPERIENCE

Outside Service Manager

Urban Worx Construction, Inc. – Palm Desert, CA | 2022 – Present

- Oversees field operations across HVAC, plumbing, electrical, and general repair projects.
- Conducts jobsite walkthroughs to verify technician workmanship and adherence to company standards.
- Facilitates communication between customers, technicians, and internal management.
- Delivers coaching and training to field staff to maintain consistency and professionalism.
- Manages customer expectations, resolves concerns, and ensures a positive service experience.
- Leads quality control initiatives to improve technician performance and safety adherence.

Field Supervisor / Senior Technician

Various Contractors – Southern California | 2003 – 2022

- Performed high-level service and repair work in residential and light commercial environments.
- Managed teams of service technicians, coordinated scheduling, and conducted site inspections.
- Built strong customer relationships through transparency, follow-through, and dependable work.
- Enforced OSHA standards and jobsite safety practices across multiple job types.

PROJECT ALIGNMENT

- Experienced in jobsite walkthroughs, technician performance evaluations, and safety enforcement
- Skilled at communicating effectively with city representatives, residents, and stakeholders
- Proven leadership in managing multi-trade field operations across diverse properties
- Strong commitment to site safety, cleanup, and protecting public areas during work execution
- Adept at identifying workmanship issues and maintaining high service standards

Maribel Orellana

Office Coordinator

Email: maribel@urbanworxinc.com

PROFESSIONAL SUMMARY

Organized and dependable Office Coordinator with strong experience in scheduling, dispatching, customer service, and vendor coordination. At Urban Worx Construction, Inc., Maribel plays a key role in field operations by managing technician schedules, handling parts procurement, and maintaining direct communication with customers. Known for supporting operational efficiency and ensuring responsive, high-quality service delivery. Contributes to a seamless customer experience and the company's reputation for reliability.

Core Skills:

Technician Scheduling • Customer Service & Communication • Parts & Materials Procurement
Office Coordination • Vendor Management • Dispatch & Field Support
Problem-Solving • CRM & Software Proficiency • Workflow Organization

RELEVANT EXPERIENCE

Office Coordinator

Urban Worx Construction, Inc. – Palm Desert, CA | 2021 – Present

- Oversees scheduling of plumbing, HVAC, and electrical technicians to ensure timely service delivery.
- Acts as a key point of contact for customers, providing clear communication and updates on service appointments.
- Coordinates procurement and inventory tracking of critical parts and equipment.
- Supports field technicians by dispatching work orders, confirming job scopes, and ensuring route efficiency.
- Collaborates with management and field supervisors to maintain continuity and minimize service disruptions.
- Helps maintain CRM records, job tracking systems, and customer satisfaction documentation.

Administrative Assistant / Dispatcher

Prior Administrative Roles – Coachella Valley | 2015 – 2021

- Managed scheduling, phones, and client records for service-based businesses.
- Handled vendor relations and coordinated the timely delivery of materials.
- Provided frontline support for customers and field teams.

TOOLS & TECHNOLOGIES

- CRM & Dispatch Software (Service Fusion, Housecall Pro, or similar)
- Microsoft Office Suite (Excel, Word, Outlook)
- Inventory & Procurement Systems
- Phone Systems & Digital Communication Platforms

PROJECT ALIGNMENT – CITY OF PALM DESERT

- Coordinates service dispatch, communication, and logistics for field teams
- Ensures responsiveness and consistent customer communication on all projects
- Supports fast turnarounds by managing materials and technician availability
- Maintains accurate records and scheduling to help meet city project deadlines
- Experienced in multi-site scheduling and coordination for public and residential properties

Taryn Rodriguez

Office Coordinator

Email: Taryn@urbanworxinc.com

PROFILE

Dependable and detail-oriented Office Coordinator with strong experience in dispatch coordination, logistics management, and material tracking. Taryn supports both office and field operations at Urban Worx Construction, Inc., serving as a key link in communication and scheduling. Known for maintaining operational flow, clear communication, and contributing to timely, high-quality customer service.

AREAS OF EXPERTISE

- Dispatch Coordination
- Office & Field Communication
- Material Tracking & Procurement
- Job Scheduling Support
- Customer Communication
- Work Order Management
- Internal Workflow Organization
- Service Call Logistics
- Documentation & Record Keeping

EXPERIENCE

Office Coordinator

Urban Worx Construction, Inc. – Palm Desert, CA | 2022 – Present

- Coordinates technician dispatches and supports daily job scheduling for multiple trades.
- Tracks material needs and delivery timelines to ensure field crews have the right equipment on time.
- Communicates job updates between field technicians and management to reduce delays.
- Supports the customer service team by ensuring consistent updates and quick response times.
- Maintains job records and scheduling logs in CRM software.

Administrative Support Specialist

Service-Based Businesses – Coachella Valley | 2016 – 2022

- Provided office support, data entry, and communication for service and installation teams.
- Managed dispatch calendars and vendor follow-up.
- Ensured timely and organized service records.

TECHNICAL TOOLS & SKILLS

- CRM/Dispatch Software (e.g., Service Fusion, Housecall Pro)
- Microsoft Office (Excel, Outlook, Word)
- Phone & Digital Communication Tools
- Procurement & Inventory Logs

PROJECT RELEVANCE

- Ensures coordinated dispatch and material tracking across active city job sites
- Maintains communication between technicians and project managers to meet timelines
- Supports customer-facing communication during municipal maintenance service calls
- Helps organize records and track performance for service accountability
- Experienced in handling fast-paced coordination for multi-site operations

Martin Hurtado

Lead Commercial Plumber

PROFESSIONAL SUMMARY

Veteran commercial plumber with extensive experience leading large-scale plumbing projects in commercial and municipal settings. As Lead Commercial Plumber at Urban Worx Construction, Inc., Martin oversees the commercial plumbing division, manages field crews, and ensures all work meets technical, safety, and code standards. Recognized for his ability to deliver complex installations and repairs with precision, professionalism, and a commitment to high-quality outcomes. Skilled in project coordination, inspection readiness, and supervising crews on multi-site developments.

Core Skills:

Commercial Plumbing Systems • Crew Supervision • Multi-Site Project Management
Plumbing Code Compliance • Jobsite Safety Enforcement • High-Volume Service Delivery
Blueprint Reading • Piping Systems & Equipment • Quality Control

RELEVANT EXPERIENCE

Lead Commercial Plumber

Urban Worx Construction, Inc. – Palm Desert, CA | 2019 – Present

- Leads commercial plumbing projects including tenant improvements, public building maintenance, and new construction.
- Supervises plumbing crews to complete installations, repairs, and system upgrades on schedule and to code.
- Ensures worksite safety, cleanliness, and coordination with other trades during active construction.
- Performs inspections, final walkthroughs, and compliance verification for commercial plumbing systems.
- Collaborates with project managers, inspectors, and subcontractors to complete complex, multi-phase jobs.

Journeyman Plumber / Crew Leader

Commercial Plumbing Contractors – Southern California | 2005 – 2019

- Performed installation and maintenance of commercial piping systems including gas, water, and waste lines.
- Managed small teams and coordinated equipment, tools, and daily task assignments.
- Worked from blueprints, submittals, and code requirements to complete scope of work efficiently.

LICENSES & CERTIFICATIONS

- Journeyman Plumber (CA)
- OSHA 30 Certified
- Backflow Prevention Certified
- Confined Space Entry & PPE Trained

PROJECT ALIGNMENT – CITY OF PALM DESERT

- Leads crews on plumbing repairs and upgrades for multi-building sites
- Ensures adherence to plumbing codes, permitting, and safety procedures
- Experienced in commercial plumbing walk-throughs and punch-list closeouts
- Coordinates across trades to complete work efficiently with minimal disruption
- Maintains clean, protected jobsites and responds to municipal documentation needs

Jesse Hurtado II

Lead Journeyman Residential Plumber

PROFESSIONAL SUMMARY

Experienced and highly skilled residential plumber with over 30 years of hands-on expertise in troubleshooting, repair, and installation of plumbing systems. Currently serving as Lead Residential Plumber at Urban Worx Construction, Inc., Jesse oversees residential plumbing operations, mentors junior technicians, and ensures exceptional service quality. Recognized for quick diagnostics, effective leadership, and customer-first service delivery. Highly dependable, safety-conscious, and experienced in handling diverse residential plumbing projects in coordination with city requirements.

Core Skills:

Residential Plumbing Systems • Fixture Installation & Repairs • Drainage & Sewer Systems
Water Heater Installation • Pipe Fitting • Troubleshooting & Diagnostics • Team Leadership
& Mentoring
Customer Service • City Code Compliance • Safety & Clean Worksite Practices

RELEVANT EXPERIENCE

Lead Residential Plumber

Urban Worx Construction, Inc. – Palm Desert, CA | 2024 – Present

- Leads all residential plumbing service and installation operations across the company's service region.
- Provides expert-level troubleshooting and repair of residential water, waste, and gas systems.
- Mentors and trains junior and apprentice plumbers to uphold quality workmanship and safety standards.
- Coordinates with project managers and office staff to ensure jobs are completed efficiently and meet customer expectations.
- Maintains full compliance with local plumbing codes and city permit requirements.
- Prepares jobsite for safety and cleanliness, including debris removal and protecting existing systems from damage.

Journeyman Plumber

Various Plumbing Contractors – Southern California | 1990 – 2024

- Completed thousands of residential plumbing service calls and installations over three decades.
- Specialized in repipes, fixture upgrades, water heaters, slab leak repair, and new construction rough-in.
- Maintained high levels of customer satisfaction through responsive, honest, and thorough service.

- Worked with city inspectors, permit offices, and general contractors to ensure code compliance and job success.

PROJECT ALIGNMENT – CITY OF PALM DESERT

- Over 30 years of experience servicing residential plumbing systems across Southern California
- Well-versed in troubleshooting and repairing fixtures, piping, drainage, and water systems
- Proven ability to lead plumbing crews and manage field operations effectively
- Committed to safe work practices, debris removal, and customer area protection
- Familiar with city permit processes, compliance, and inspection procedures

Amanda Anthony

Lead HVAC Technician

PROFILE

Dedicated and experienced HVAC technician with a proven track record in residential and commercial system diagnostics, repairs, and installations. Amanda leads the HVAC division at Urban Worx Construction, Inc., providing advanced field troubleshooting, technical training, and oversight to ensure all work aligns with customer expectations, municipal codes, and manufacturer standards. Known for her hands-on leadership, system expertise, and commitment to high-quality outcomes across all project types.

AREAS OF EXPERTISE

- HVAC Diagnostics & Repair
- Air Conditioning & Furnace Installations
- Heat Pump Systems
- Code & Manufacturer Compliance
- Field Technician Training
- Thermostat & Controls Integration
- Indoor Air Quality Systems
- Preventive Maintenance & Service
- Customer Communication & Satisfaction

EXPERIENCE

Lead HVAC Technician

Urban Worx Construction, Inc. – Palm Desert, CA | 2020 – Present

- Leads HVAC installations and service calls across residential and light commercial properties.
- Performs detailed diagnostics and complex repairs on air conditioning, heating, and ventilation systems.
- Supports technician development through in-field training and supervision of technical procedures.
- Ensures all system installations are compliant with performance standards and local codes.
- Works with customers to explain system issues and service options in a clear, professional manner.
- Collaborates with management and project staff to align field performance with scheduling goals.

Senior HVAC Technician

Other Employment & Contract Roles – Coachella Valley | 2010 – 2020

- Delivered HVAC service and installation for homes and businesses, including ductwork and controls.
- Maintained customer satisfaction through responsive diagnostics and high first-time fix rates.
- Adhered to safety and environmental standards, including refrigerant recovery and equipment handling.

CERTIFICATIONS & QUALIFICATIONS

- EPA 608 Certified (Universal)
- OSHA 10 & 30-Hour Trained
- HERS Certified
- System Performance Testing Trained
- Refrigerant Handling

PROJECT RELEVANCE

- Proven experience in HVAC inspections, reporting, and diagnostics aligned with city code
- Leads field training and quality assurance for HVAC staff on municipal projects
- Skilled in coordinating with customers and city representatives during service execution
- Maintains jobsite safety, documentation, and professionalism while minimizing disruption
- Delivers consistent HVAC performance outcomes across diverse site conditions

Joshua Bogle

Lead Electrical Technician

PROFILE

Experienced and certified electrical technician with deep expertise in residential and commercial electrical systems. As Lead Electrical Technician at Urban Worx Construction, Inc., Joshua oversees all electrical service operations, ensures code compliance, mentors staff electricians, and manages electrical upgrades across various job sites. Respected for his leadership, technical precision, and ability to troubleshoot and deliver high-quality electrical solutions.

AREAS OF EXPERTISE

- Electrical Code Compliance
- Service Panel Upgrades
- Residential & Commercial Wiring
- Troubleshooting & Diagnostics
- LED Lighting & Control Systems
- Mentor & Field Training
- Jobsite Safety & Protocols
- Permit & Inspection Coordination
- Multi-Trade Site Collaboration

EXPERIENCE

Lead Electrical Technician

Urban Worx Construction, Inc. – Palm Desert, CA | 2020 – Present

- Leads electrical service, repair, and installation operations across residential and commercial sites.
- Ensures all electrical work meets NEC code and local permitting regulations.
- Provides on-site mentorship to electricians and apprentices to maintain consistent standards.
- Performs system upgrades, panel changes, and custom wiring solutions.
- Coordinates with inspectors, project managers, and other trades for seamless job execution.
- Supports customer communication and ensures safe, efficient, and professional service delivery.

Journeyman Electrician / Electrical Foreman

Independent & Subcontract Work – Southern California | 2005 – 2020

- Installed and serviced wiring systems, lighting, and electrical components on a variety of projects.

- Supervised jobsite crews and maintained quality control throughout each phase of work.
- Handled customer consultations, troubleshooting, and repair planning.

PROJECT RELEVANCE

- Leads and inspects electrical installations across diverse property types
- Skilled in interpreting blueprints, scope documents, and electrical schematics
- Ensures compliance with city and state codes during inspections and permitting
- Coordinates with multiple trades to streamline project timelines
- Maintains safety, professionalism, and code adherence at all stages of service

Luis Salazar

Lead Installer – HVAC Systems

PROFILE

Experienced HVAC installer with extensive background in system layout, installation, and commissioning. As Lead Installer at Urban Worx Construction, Inc., Luis oversees all phases of HVAC system installs including packaged units, chillers, and split systems. Known for leading field crews with precision, maintaining jobsite cleanliness, and ensuring installations meet code and manufacturer specifications. Dedicated to delivering efficient, safe, and high-performing systems on every project.

AREAS OF EXPERTISE

- HVAC System Installation
- Packaged Units & Split Systems
- Chiller Installations
- Site Layout & Setup
- Equipment Mounting & Rigging
- Ductwork, Piping & Line Sets
- System Commissioning & Startup
- Jobsite Safety & Cleanliness
- Crew Supervision & Coordination

EXPERIENCE

Lead HVAC Installer

Urban Worx Construction, Inc. – Palm Desert, CA | 2019 – Present

- Leads installation teams in the placement and setup of residential and commercial HVAC systems.
- Specializes in installing split systems, roof-mounted packaged units, mini-splits, and commercial chillers.
- Lays out projects according to plans and specs, ensuring compliance with city code and site requirements.
- Coordinates electrical, plumbing, and control tie-ins with related trades.
- Conducts system commissioning, pressure testing, and documentation for inspection and turnover.
- Maintains a clean and safe work environment from start to finish.

HVAC Installer / Crew Lead

Regional Mechanical Contractors – Southern California | 2010 – 2019

- Performed installs for HVAC systems in homes, multifamily buildings, and light commercial sites.

- Oversaw installation helpers and coordinated with project managers on daily progress.
- Installed ductwork, thermostats, line sets, and air handlers per project scope.

PROJECT RELEVANCE

- Leads multi-site HVAC installations in municipal and housing authority properties
- Coordinates installation crews for packaged units, chillers, and control systems
- Delivers clean, efficient work aligned with city inspection standards and timelines
- Experienced in collaborating with other trades to meet complex installation requirements
- Ensures systems are pressure tested, documented, and ready for city walkthroughs and commissioning

**HOUSING COMMISSION
PALM DESERT HOUSING AUTHORITY
STAFF REPORT**

MEETING DATE: June 11, 2025

PREPARED BY: Celina Cabrera, Senior Management Analyst

SUBJECT: CONSIDER APPROVAL OF AMENDMENT NUMBER 1 TO HA48600 WITH MOHAWK COMMERCIAL FOR THE PROCUREMENT OF FLOOR COVERINGS AT PALM DESERT HOUSING AUTHORITY PROPERTIES IN AN AMOUNT NOT TO EXCEED \$250,000 FOR FISCAL YEAR 2025/26.

RECOMMENDATION:

Recommend to the Palm Desert Housing Authority Board to:

1. Approve Amendment number 1 to contract HA48600 with Mohawk Commercial, Inc. ("Mohawk") for the procurement of floor coverings and installation at Palm Desert Housing Authority ("Authority") properties in an amount not to exceed \$250,000 for fiscal year 2025/26.
2. Authorize Special Counsel to make necessary non-monetary changes to the agreement.
3. Authorize the Executive Director to execute agreement, amendments, changes, and all documents necessary to effectuate this action in accordance with Section 3.30.170 of the Palm Desert Municipal Code ("PDMC").

BACKGROUND/ANALYSIS:

On average, the Authority replaces damaged, deteriorated, or inefficient flooring in approximately 20% of its total units annually. Flooring products typically replaced include vinyl, carpet, carpet tile, tile, underlayment, padding, adhesives, and more. Mohawk is a national government cooperative contract holder with Omnia Partners, offering floor coverings and related supplies at the government cooperative rate. Omnia satisfies the City's bidding requirements pursuant to Section 3.30.160(E) of the PDMC.

On November 14, 2024, the Authority entered contract HA48600 with Mohawk for floor covering services in an amount not to exceed \$175,000 and allows for the renewal for four additional 1-year terms. At that time, Mohawk was added as a flooring contractor. The budget for flooring procurement and installation was split between two contractors: Sid's Carpet Barn who installs the product Engineered Floors, and Mohawk. Each had a contract for \$175,000 for a combined flooring budget of \$350,000.

For the fiscal year of 2025/26, staff is recommending the use of one national cooperative flooring contractor, Mohawk, for PDHA's flooring needs. This request is the first amendment to renew for one year and to increase the not-to-exceed compensation amount from \$175,000 to \$250,000.

FINANCIAL IMPACT:

The funds have been included in the Housing Authority FY 2025/26 proposed budget in the appropriate Authority accounts for each of the properties. There is no financial impact on the General Fund from this action.

ATTACHMENTS:

1. Omnia Partners Participation Letter- Mohawk Group
2. Action Stamped Staff Report from November 14, 2024
3. Executed Agreement HA48600
4. Draft Amendment



March 20, 2025

To Whom It May Concern:

Palm Desert Housing Authority submitted a participation form and was accepted as a member of OMNIA Partners on September 26th, 2012.

The OMNIA Partners Participation Number assigned to the Palm Desert Housing Authority is: 4001732.

Palm Desert Housing Authority is currently participating in OMNIA Partners Contracts with Lowes Home Centers, Inc., Home Depot U.S.A., Inc., HD Supply Facilities Maintenance, Sherwin-Williams, The Garland Company, Inc., Waxie Sanitary Supply, Quill Corporation, Engineered Floors & Mohawk industries.

Palm Desert Housing Authority has requested access to Mohawk Group contract number 2020002149, systemwide flooring. Palm Desert Housing Authority has been granted access to utilize Mohawk Group contract number 2020002149, systemwide flooring, pending their board approval.

Your dedicated Regional Manager is Ann Larson, ann.larson@omniapartners.com.

Thank you for your participation with OMNIA Partners.

Sincerely,

Doug Brown

Doug Brown

5001 Aspen Grove Drive
Franklin, TN 37067
(866) 875-3299 | www.omniapartners.com



Senior Director, Membership Operations

ALL ACTIONS ARE DRAFT PENDING APPROVAL OF THE FINAL MINUTES

Minute Action Summary
Palm Desert City Council - Regular Meeting

Agenda Number: 13.f.
Title: AWARD CONSTRUCTION SERVICES AGREEMENT NO. HA48600 WITH MOHAWK COMMERCIAL, INC., FOR FLOOR COVERINGS AT PALM DESERT HOUSING AUTHORITY PROPERTIES
Date: Thursday, November 14, 2024

Motion by: Councilmember Nestande
Seconded by: Mayor Pro Tem Harnik

1. Authorize the use of Mohawk Commercial, Inc., an Omnia Partners (“Omnia”) national government cooperative contract holder for flooring and outdoor surfaces solutions, contract 2020002149, at the Palm Desert Housing Authority pursuant to Section 3.30.160(E) of the Palm Desert Municipal Code.
2. Award a Short-Form Construction Contract No. HA48600 with Mohawk Commercial, Inc., for procurement and installation of floor coverings and related supplies and services at the Authority’s properties for a term of one (1) year, with an option to renew for up to four additional one-year terms, in an annual amount not to exceed \$175,000 annually.
3. Authorize the Executive Director to execute the agreement, take any necessary actions to facilitate execution of agreement with Mohawk Commercial, Inc., and execute any documents necessary to effectuate the actions taken herewith.

YES: 5 NO: 0 ABSTAIN: 0 CONFLICT: 0 ABSENT: 0

Motion Carried

YES: 5

Mayor Pro Tem Harnik	Councilmember Kelly	Councilmember	Councilmember Trubee
Mayor Quintanilla		Nestande	

NO: 0

ABSTAIN: 0

CONFLICT: 0

ABSENT: 0

PALM DESERT HOUSING AUTHORITY STAFF REPORT

MEETING DATE: November 14, 2024

PREPARED BY: Celina Cabrera, Management Analyst

SUBJECT: AWARD CONSTRUCTION SERVICES AGREEMENT WITH MOHAWK
COMMERCIAL, INC., FOR FLOOR COVERINGS AT PALM DESERT
HOUSING AUTHORITY PROPERTIES

RECOMMENDATION:

1. Authorize the use of Mohawk Commercial, Inc., an Omnia Partners (“Omnia”) national government cooperative contract holder for flooring and outdoor surfaces solutions, contract 2020002149, at the Palm Desert Housing Authority pursuant to Section 3.30.160(E) of the Palm Desert Municipal Code.
2. Award a Short-Form Construction Contract with Mohawk Commercial, Inc., for procurement and installation of floor coverings and related supplies and services at the Authority’s properties for a term of one (1) year, with an option to renew for up to four additional one-year terms, in an annual amount not to exceed \$175,000 annually.
3. Authorize the Executive Director to execute the agreement, take any necessary actions to facilitate execution of agreement with Mohawk Commercial, Inc., and execute any documents necessary to effectuate the actions taken herewith.

BACKGROUND/ANALYSIS:

On average, Palm Desert Housing Authority (“Authority”) replaces damaged, deteriorated, or inefficient flooring in approximately 20% of its total units annually. Flooring products typically replaced include vinyl, carpet, carpet tile, tile, underlayment, padding, adhesives, and more.

Mohawk Commercial, Inc., is a national government cooperative contract holder with Omnia, offering floor coverings and related supplies at the government cooperative rate. Omnia satisfies the City’s bidding requirements pursuant to Section 3.30.160(E) of the Palm Desert Municipal Code, which allows for exceptions to the procurement process when a competitive bid has been conducted by another public agency. A copy of the Omnia contract number 2020002149 is available in the City Clerk’s office.

The Authority is currently under contract with Sid’s Carpet Barn, Inc., for these same services. Adding Mohawk Commercial will provide additional flexibility and improve efficiencies in addressing flooring needs as they arise at the Authority’s properties.

Legal Review:

This report has been reviewed by the City Attorney’s Office.

Appointed Body Recommendation:

The Housing Commission will review this recommendation at its regular meeting on November 13, 2024. Upon request, a verbal report will be provided at the Authority's regular meeting on November 14, 2024.

FINANCIAL IMPACT:

Funds for this agreement are included in the Housing Authority's Fiscal Year 2024-25 Annual Budget, allocated across the appropriate Authority accounts for each property. This action will have no financial impact to the General Fund.

ATTACHMENTS:

1. Omnia Partners Participation Letter- Mohawk Commercial, Inc.
2. Draft Agreement
3. Draft Bonds



October 3rd, 2024

To Whom It May Concern:

Palm Desert Housing Authority submitted a participation form and was accepted as a member of OMNIA Partners on September 26th, 2012.

The OMNIA Partners Participation Number assigned to the Palm Desert Housing Authority is: 4001732.

Palm Desert Housing Authority is currently participating in OMNIA Partners Contracts with Lowes Home Centers, Inc., Home Depot U.S.A., Inc., HD Supply Facilities Maintenance, Sherwin-Williams, The Garland Company, Inc., Waxie Sanitary Supply, Quill Corporation.

Palm Desert Housing Authority has requested access to utilize Mohawk Carpet Distribution, L.P. contract number 2020002149 Systemwide Flooring. Palm Desert Housing Authority has been granted access to utilize Mohawk Carpet Distribution, L.P. Contract 2020002149, pending their board approval.

Your dedicated Member Development Manager is Caitlin Nee.
Caitlin may be reached at 615-639-1651, or at caitlin.nee@omniapartners.com.

Thank you for your participation with OMNIA Partners.

Sincerely,

Bishop Theroff
Manager, Member Services

5001 Aspen Grove,
Franklin, TN 37067

**PALM DESERT HOUSING AUTHORITY
SHORT FORM CONSTRUCTION CONTRACT**

1. **Parties and Date.** This Agreement is made and entered into this **14th** day of **November, 2024**, by and between the Palm Desert Housing Authority, a municipal corporation organized under the laws of the State of California with its principal place of business at 73-510 Fred Waring Drive, Palm Desert, California 92260-2578, ("Authority") and **Mohawk Commercial, Inc., a Delaware Corporation**, with its principal place of business at **160 S. Industrial Blvd** ("Vendor"). The Authority and Vendor are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. **Recitals.**

2.1 Authority. Authority is a public agency organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose.

2.2 Contractor. Contractor desires to perform and assume responsibility for the provision of certain construction services required by the Authority on the terms and conditions set forth in this Contract. Contractor represents that it is duly licensed and experienced in providing **Procurement and Installation of Floor Coverings and Related Supplies, Equipment and Services** related construction services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the services in the State of California, and that it is familiar with the plans of Authority.

2.3 Project.

The Authority is a public agency of the State of California and is in need of services for the following project:

**Procurement and Installation of Floor Coverings and Related Supplies, Equipment
and Services Project**

(hereinafter referred to as "the Project").

2.4 Project Documents & Certifications. Contractor has obtained, and delivers concurrently herewith, Performance and Payment Bonds as required by the Contract.

3. **Terms.**

3.1 Incorporation of Documents. This Contract includes and hereby incorporates in full by reference the following documents, including all exhibits, drawings, specifications, and documents therein, and attachments and addenda thereto:

- Services/Schedule (Exhibit "A")
- Plans and Specifications (Exhibit "B")
- Special Conditions (Exhibit "C")
- Contractor's Certificate Regarding Workers' Compensation (Exhibit "D")
- Public Works Contractor Registration Certification (Exhibit "E")
- Payment and Performance Bonds (Exhibit "F")

3.1.1 Precedence. To the extent there is a conflict between any portions of this Contract, the order of precedence shall be as follows: change orders, special conditions, technical specifications, plans/construction drawings, general contract terms,

scope of work, standard plans, advertisements for bid/proposals, bids/proposals or other documents submitted by Contractor.

3.1.2 Term. The term of this Agreement shall be from **October 1, 2024, to June 30, 2025**, unless earlier terminated as provided herein. The Authority shall have the unilateral option, at its sole discretion, to renew this Agreement for no more than four additional one-year terms. Contractor shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Service.

3.2 Contractor's Basic Obligation; Scope of Work. Contractor promises and agrees, at its own cost and expense, to furnish to the Authority all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately complete the Project, including all structures and facilities necessary for the Project or described in the Contract (hereinafter sometimes referred to as the "Work"), for a Total Contract Price as specified pursuant to this Contract. All Work shall be subject to, and performed in accordance with the above referenced documents, as well as the exhibits attached hereto and incorporated herein by reference. The plans and specifications for the Work are further described in Exhibit "B" attached hereto and incorporated herein by this reference. Special Conditions, if any, relating to the Work are described in Exhibit "C" attached hereto and incorporated herein by this reference.

3.2.1 Change in Scope of Work. Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition or deletion is approved in advance and in writing by a valid change order executed by the Authority ("Change Order").

3.2.1.1 Change Orders. Changes to the Contract Time (as defined in Section 3.3) or Total Contract Price shall be in the form of a written Change Order, either signed or otherwise agreed to by both parties in writing. No adjustment shall be made to the Contract Time unless the delay impacts the critical path to completion and the delay was not caused in whole or in part by the Contractor. Failure to timely request a Change Order shall constitute a waiver of any right to adjust the Contract Time or the Total Contract Price. All requests for Change Orders shall be accompanied by detailed supporting documentation, including but not limited to payroll records, invoices, schedules, and any other documentation requested by the Authority for the purpose of determining the additional costs or the impact of any delay. If the change involves Work bid at a unit price, then the Total Contract Price shall be increased at the unit price. If there is no unit price, then the Total Contract Price shall be adjusted to account for costs actually incurred plus an allowed mark-up of fifteen percent (15%), which shall constitute the entire amount of profit, mark-ups, field or home office overhead costs, including personnel, equipment or office space, any materials, or any costs of equipment idle time for such work. Nothing herein shall prevent the Parties from agreeing to a lump sum cost.

(A) Changes Ordered By Authority. Authority may at any time issue a written directive ordering additions, deletions, or changes to the Work. Contractor shall proceed with the work in accordance with the directive. To the extent the directive results in extra work or requires additional Contract Time, Contractor shall request a Change Order within seven (7) days of receiving the Work Directive. If any costs are not capable of being determined

within seven (7) days, then Contractor shall request a Change Order within seven (7) days of when the costs are capable of being determined.

(B) Changes Requested By Contractor. With respect to any matter that may involve or require an adjustment to the Contract Time or the Contract Price, Contractor shall provide written notice of the underlying facts and circumstances that gave rise to the potential change within seven (7) days or prior to the alteration of conditions, whichever is earlier. Failure to give notice shall constitute a waiver of Contractor's right to a change order. If any costs are not capable of being determined within seven (7) days, then Contractor shall request a Change Order within seven (7) days of when the costs are capable of being determined.

3.2.2 Substitutions/"Or Equal". Pursuant to Public Contract Code section 3400(b), the Authority may make a finding that designates certain products, things, or services by specific brand or trade name. Unless specifically designated in this Contract, whenever any material, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such Specifications shall be deemed to be used for the purpose of facilitating the description of the material, process or article desired and shall be deemed to be followed by the words "or equal".

Contractor may, unless otherwise stated, offer for substitution any material, process or article which shall be substantially equal or better in every respect to that so indicated or specified in this Contract. However, the Authority may have adopted certain uniform standards for certain materials, processes, and articles. Contractor shall submit requests, together with substantiating data, for substitution of any "or equal" material, process, or article no later than thirty-five (35) days after award of the Contract. To facilitate the construction schedule and sequencing, some requests may need to be submitted before thirty-five (35) days after award of Contract. Provisions regarding submission of "or equal" requests shall not in any way authorize an extension of time for performance of this Contract. If a proposed "or equal" substitution request is rejected, Contractor shall be responsible for providing the specified material, process, or article. The burden of proof as to the equality of any material, process or article shall rest with Contractor.

The Authority has the complete and sole discretion to determine if a material, process, or article is an "or equal" material, process or article that may be substituted. Data required to substantiate requests for substitutions of an "or equal" material, process or article data shall include a signed affidavit from Contractor stating that, and describing how, the substituted "or equal" material, process or article is equivalent to that specified in every way except as listed on the affidavit. Substantiating data shall include any and all illustrations, specifications, and other relevant data including catalog information which describes the requested substituted "or equal" material, process or article, and substantiates that it is an "or equal" to the material, process or article. The substantiating data must also include information regarding the durability and lifecycle cost of the requested substituted "or equal" material, process, or article. Failure to submit all the required substantiating data, including the signed affidavit, to the Authority in a timely fashion will result in the rejection of the proposed substitution.

Contractor shall bear all of the Authority's costs associated with the review of substitution requests. Contractor shall be responsible for all costs related to a substituted "or equal" material, process, or article. Contractor is directed to the Special Conditions (if any) to review any findings made pursuant to Public Contract Code section 3400.

3.3 Period of Performance and Liquidated Damages. Contractor shall perform and complete all Work under this Contract within an agreed upon time period for the Work

and subject to standard manufacturing lead times, beginning the effective date of the work order approval ("Contract Time"). Contractor shall perform its Work in strict accordance with any completion schedule, construction schedule or project milestones developed by the Authority and agreed to by Contractor. Such schedules or milestones may be included as part of Exhibits "A" or "B" attached hereto or may be provided separately in writing to Contractor. Contractor agrees that if such Work is not completed within the aforementioned Contract Time and/or pursuant to any such completion schedule, construction schedule or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged and agreed that the Authority will suffer damage. Pursuant to Government Code Section 53069.85, Contractor shall pay to the Authority as fixed and liquidated damages the sum of **Five Hundred Dollars (\$500.00)** per day for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule, or Project milestones established pursuant to the Contract.

3.4 Standard of Performance; Performance of Employees. Contractor shall perform all Work under this Contract in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by competent workmen in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the calling necessary to perform the Work. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them. Finally, Contractor represents that it, its employees, and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Work, including a Authority Business License, and that such licenses and approvals shall be maintained throughout the term of this Contract. Contractor shall perform, at its own cost and expense and without reimbursement from the Authority, any work necessary to correct errors or omissions which are caused by Contractor's failure to comply with the standard of care provided for herein. Any employee who is determined by the Authority to be uncooperative, incompetent, a threat to the safety of persons or the Work, or any employee who fails or refuses to perform the Work in a manner acceptable to the Authority, shall be promptly removed from the Project by Contractor and shall not be re-employed on the Work.

3.5 Control and Payment of Subordinates; Contractual Relationship. Authority retains Contractor on an independent contractor basis and Contractor is not an employee of Authority. Any additional personnel performing the work governed by this Contract on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance under this Contract and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

3.6 Authority's Basic Obligation. Authority agrees to engage and does hereby engage Contractor to furnish all materials and to perform all Work according to the terms and conditions herein contained for the sum set forth above. Except as otherwise provided in the Contract, the Authority shall pay to Contractor, as full consideration for the satisfactory performance by Contractor of the services and obligations required by this Contract, the below-referenced compensation in accordance with compensation provisions set forth in the Contract.

3.7 Compensation and Payment.

3.7.1 Amount of Compensation. As consideration for performance of the Work required herein, Authority agrees to pay Contractor the Total Contract Price

One Hundred Seventy Five Thousand and 00/100 Dollars (\$175,000.00) ("Total Contract Price") provided that such amount shall be subject to adjustment pursuant to the applicable terms of this Contract or written Change Orders approved and signed in advance by the Authority.

3.7.2 Payment of Compensation. If the Work is scheduled for completion in thirty (30) or less calendar days, Authority will arrange for payment of the Total Contract Price upon completion and approval by Authority of the Work. If the Work is scheduled for completion in more than thirty (30) calendar days, Authority will pay Contractor on a monthly basis as provided for herein. On or before the fifth (5th) day of each month, Contractor shall submit to the Authority an itemized application for payment in the format supplied by the Authority indicating the amount of Work completed since commencement of the Work or since the last progress payment. These applications shall be supported by evidence which is required by this Contract and such other documentation as the Authority may require. The Contractor shall certify that the Work for which payment is requested has been done and that the materials listed are stored where indicated. Contractor may be required to furnish a detailed schedule of values upon request of the Authority and in such detail and form as the Authority shall request, showing the quantities, unit prices, overhead, profit, and all other expenses involved in order to provide a basis for determining the amount of progress payments. Contractor shall submit its final invoice to Authority within thirty (30) days from the last date of the Work or termination in accordance with this Contract and failure by the Contractor to submit a timely invoice shall constitute a waiver of its right to final payment.

3.7.3 Prompt Payment. Authority shall review and pay all progress payment requests in accordance with the provisions set forth in Section 20104.50 of the California Public Contract Code. No progress payments will be made for Work not completed in accordance with this Contract. Contractor shall comply with all applicable laws, rules and regulations relating to the proper payment of its employees, subcontractors, suppliers, or others.

3.7.4 Contract Retentions. NOT APPLICABLE

3.7.5 Other Retentions. In addition to Contract retentions, the Authority may deduct from each progress payment an amount necessary to protect Authority from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the Authority in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract Price or within the Contract Time; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by Authority during the prosecution of the Work; (9) erroneous or false estimates by Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages as determined by the Authority, incurred by the Authority for which Contractor is liable under the Contract; and (11) any other sums which the Authority is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the Authority to deduct any of these sums from a progress payment shall not constitute a waiver of the Authority's right to such sums.

3.7.6 Substitutions for Contract Retentions. NOT APPLICABLE

3.7.7 Payment to Subcontractors. Contractor shall pay all subcontractors for and on account of work performed by such subcontractors in accordance with the terms of their respective subcontracts and as provided for in Section 7108.5 of the California Business and Professions Code. Such payments to subcontractors shall be based on the measurements and estimates made and progress payments provided to Contractor pursuant to this Contract.

3.7.8 Title to Work. As security for partial, progress, or other payments, title to Work for which such payments are made shall pass to the Authority at the time of payment. To the extent that title has not previously been vested in the Authority by reason of payments, full title shall pass to the Authority at delivery of the Work at the destination and time specified in this Contract. Such transferred title shall in each case be good, free, and clear from any and all security interests, liens, or other encumbrances. Contractor promises and agrees that it will not pledge, hypothecate, or otherwise encumber the items in any manner that would result in any lien, security interest, charge, or claim upon or against said items. Such transfer of title shall not imply acceptance by the Authority, nor relieve Contractor from the responsibility to strictly comply with the Contract and shall not relieve Contractor of responsibility for any loss of or damage to items.

3.7.9 Labor and Material Releases. Contractor shall furnish Authority with labor and material releases from all subcontractors performing work on, or furnishing materials for, the Work governed by this Contract prior to final payment by Authority.

3.8 Labor

3.8.1 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720 et seq., and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Since the Work is being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, Contractor agrees to fully comply with such Prevailing Wage Laws. Authority shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Contract. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request and shall post copies at Contractor's principal place of business and at the project site. Contractor shall defend, indemnify, and hold the Authority and their respective officers, agents, employees, volunteers, and representatives free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. Contractor and any subcontractor shall forfeit a penalty of up to \$200 per calendar day or portion thereof for each worker paid less than the prevailing wage rates.

3.8.2 Apprenticeable Crafts. When Contractor employs workmen in an apprenticeable craft or trade, Contractor shall comply with the provisions of Section 1777.5 of the California Labor Code with respect to the employment of properly registered apprentices upon public works. The primary responsibility for compliance with said section for all apprenticeable occupations shall be with Contractor. The Contractor or any subcontractor that is

determined by the Labor Commissioner to have knowingly violated Section 1777.5 shall forfeit as a civil penalty an amount not exceeding \$100 for each full calendar day of noncompliance, or such greater amount as provided by law.

3.8.3 Hours of Work. Contractor is advised that eight (8) hours labor constitutes a legal day's work. Pursuant to Section 1813 of the California Labor Code, Contractor shall forfeit a penalty of \$25.00 per worker for each day that each worker is permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, except when payment for overtime is made at not less than one and one-half (1-1/2) times the basic rate for that worker.

3.8.4 Payroll Records. Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor in the manner provided in Labor Code section 1776. In the event of noncompliance with the requirements of this section, Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects such Contractor must comply with this section. Should noncompliance still be evident after such 10-day period, Contractor shall, as a penalty to Authority, forfeit not more than \$100.00 for each calendar day or portion thereof, for each worker, until strict compliance is effectuated. The amount of the forfeiture is to be determined by the Labor Commissioner. A contractor who is found to have violated the provisions of law regarding wages on Public Works with the intent to defraud shall be ineligible to bid on Public Works contracts for a period of one to three years as determined by the Labor Commissioner. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due. The responsibility for compliance with this section is on Contractor. In accordance with Labor Code section 1771.4, the Contractor and each subcontractor shall furnish the certified payroll records directly to the DIR on a weekly basis and in the format prescribed by the DIR, which may include electronic submission. The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

3.8.5 Contractor and Subcontractor Registration. Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted, nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. Contractor is directed to review, fill out and execute the Public Works Contractor Registration Certification attached hereto as Exhibit "E" prior to contract execution. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

3.8.6 Labor Compliance; Stop Orders. This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be the Contractor's sole responsibility to evaluate and pay the cost of complying with all labor compliance requirements under this Contract and applicable law. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Work, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay subject to any applicable liquidated damages and shall not be compensable by the Authority. Contractor shall defend, indemnify, and hold the Authority and their respective officers, agents, employees, volunteers, and representatives free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

3.9 Performance of Work; Jobsite Obligations.

3.9.1 Water Quality Management and Compliance.

3.9.1.1 Water Quality Management and Compliance. Contractor shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Work including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); local ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State.

3.9.1.2 Compliance with the Statewide Construction General Permit. Contractor shall comply with all conditions of the most recent iteration of the National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Construction Activity, issued by the California State Water Resources Control Board ("Permit"). It shall be Contractor's sole responsibility to file a Notice of Intent and procure coverage under the Permit for all construction activity which results in the disturbance of more than one acre of total land area, or which is part of a larger common area of development or sale. Prior to initiating work, Contractor shall be solely responsible for preparing and implementing a Storm Water Pollution Prevention Plan (SWPPP) as required by the Permit. Contractor shall be responsible for procuring, implementing, and complying with the provisions of the Permit and the SWPPP, including the standard provisions, and monitoring and reporting requirements as required by the Permit. The Permit requires the SWPPP to be a "living document" that changes as necessary to meet the conditions and requirements of the job site as it progresses through difference phases of construction and is subject to different weather conditions. It shall be Contractor's sole responsibility to update the SWPPP as necessary to address conditions at the project site.

3.9.1.3 Other Water Quality Rules Regulations and Policies. Contractor shall comply with the lawful requirements of any applicable municipality, drainage Authority, or local agency regarding discharges of storm water to separate storm drain systems or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.

3.9.1.4 Cost of Compliance. Storm, surface, nuisance, or other waters may be encountered at various times during construction of the Work. Therefore, the Contractor, hereby acknowledges that it has investigated the risk arising from such waters and assumes any and all risks and liabilities arising therefrom.

3.9.1.5 Liability for Non-Compliance. Failure to comply with the Permit is a violation of federal and state law. Pursuant to the indemnification provisions of this Contract, Contractor hereby agrees to defend, indemnify, and hold harmless the Authority and their respective directors, officers, agents, employees, volunteers, and representatives for any alleged violations. In addition, Authority may seek damages from Contractor for any delay in completing the Work in accordance with the Contract, if such delay is caused by or related to Contractor's failure to comply with the Permit.

3.9.1.6 Reservation of Right to Defend. Authority reserves the right to defend any enforcement action brought against the Authority for Contractor's failure to comply with the Permit or any other relevant water quality law, regulation, or policy. Pursuant to the indemnification provisions of this Contract, Contractor hereby agrees to be bound by, and to reimburse the Authority for the costs (including the Authority's attorney's fees) associated with, any settlement reached between the Authority and the relevant enforcement entity.

3.9.1.7 Training. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the work assigned to them without impacting water quality in violation of the laws, regulations and policies described in paragraph 3.9.1. Contractor further warrants that it, its employees, and subcontractors will receive adequate training, as determined by Authority, regarding the requirements of the laws, regulations and policies described in paragraph 3.9.1 as they may relate to the Work provided under this Contract. Upon request, Authority will provide the Contractor with a list of training programs that meet the requirements of this paragraph.

3.9.2 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. Contractor shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work. In carrying out its Work, Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Work and the conditions under which the Work is to be performed. Safety precautions as applicable shall include, but shall not be limited to, adequate life protection and lifesaving equipment; adequate illumination for underground and night operations; instructions in accident prevention for all employees, such as machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and adequate facilities for the proper inspection and maintenance of all safety measures. Furthermore, Contractor shall prominently display the names and telephone numbers of at least two medical doctors practicing in the vicinity of the Project, as well as the telephone number of the local ambulance service, adjacent to all telephones at the Project site.

3.9.3 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules and regulations in any manner affecting the performance of the Contract or the Work, including all Cal/OSHA requirements, and shall give

all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with the Work. If Contractor observes that the drawings or specifications are at variance with any law, rule, or regulation, it shall promptly notify the Authority in writing. Any necessary changes shall be made by written Change Order. If Contractor performs any work knowing it to be contrary to such laws, rules, and regulations and without giving written notice to the Authority, Contractor shall be solely responsible for all costs arising therefrom. Authority is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Contract to the same extent as though set forth herein and will be complied with.

3.9.4 Permits and Licenses. Contractor shall be responsible for securing Authority permits and licenses necessary to perform the Work described herein, including, but not limited to, any required business license. While Contractor will not be charged a fee for any Authority permits, Contractor shall pay the Authority's business license fee, if any. Any ineligible contractor or subcontractor pursuant to Labor Code Sections 1777.1 and 1777.7 may not perform work on this Project.

3.9.5 Trenching Work. If the Total Contract Price exceeds \$25,000 and if the Work governed by this Contract entails excavation of any trench or trenches five (5) feet or more in depth, Contractor shall comply with all applicable provisions of the California Labor Code, including Section 6705. To this end, Contractor shall submit for Authority's review and approval a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

3.9.6 Hazardous Materials and Differing Conditions. As required by California Public Contract Code section 7104, if this Contract involves digging trenches or other excavations that extend deeper than four (4) feet below the surface, Contractor shall promptly, and prior to disturbance of any conditions, notify Authority of: (1) any material discovered in excavation that Contractor believes to be a hazardous waste that is required to be removed to a Class I, Class II or Class III disposal site; (2) subsurface or latent physical conditions at the site differing from those indicated by Authority; and (3) unknown physical conditions of an unusual nature at the site, significantly different from those ordinarily encountered in such contract work. Upon notification, Authority shall promptly investigate the conditions to determine whether a Change Order is appropriate. In the event of a dispute, Contractor shall not be excused from any scheduled completion date and shall proceed with all Work to be performed under the Contract but shall retain all rights provided by the Contract or by law for making protests and resolving the dispute.

3.9.7 Underground Utility Facilities. To the extent required by Section 4215 of the California Government Code, Authority shall compensate Contractor for the costs of: (1) locating and repairing damage to underground utility facilities not caused by the failure of Contractor to exercise reasonable care; (2) removing or relocating underground utility facilities not indicated in the construction drawings; and (3) equipment necessarily idled during such work. Contractor shall not be assessed liquidated damages for delay caused by failure of Authority to provide for removal or relocation of such utility facilities.

3.9.8 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the California Air Resources Board

(CARB). Although CARB limits and requirements are broader, Contractor shall specifically be aware of their application to “portable equipment”, which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify Authority against any fines or penalties imposed by CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Contract.

3.9.9 State Recycling Mandates. Contractor shall comply with State Recycling Mandates. Any recyclable materials/debris collected by the Contractor that can be feasibly diverted via reuse or recycling must be hauled by the appropriate handler for reuse or recycling.

3.9.10 Inspection Of Site. Contractor has visited sites where Work is to be performed and has become acquainted with all conditions affecting the Work. Contractor warrants that it has made such examinations as it deems necessary to determine the condition of the Work sites, its accessibility to materials, workmen and equipment, and to determine the Contractor’s ability to protect existing surface and subsurface improvements. No claim for allowances—time or money—will be allowed as to such matters.

3.9.11 Field Measurements. Contractor shall make field measurements, verify field conditions, and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents before commencing activities. Errors, inconsistencies, or omissions discovered shall be reported to the Authority immediately and prior to performing any work or altering the condition.

3.9.12 Removal of Waste and Debris. Contractor shall remove at its own expense all rubbish and waste materials resulting from its operations, including any material that may fall in swimming pools, lagoons, or other water features. If on private property, Contractor must obtain permission from the property owner prior to removing debris. All debris must be removed before the end of the day unless otherwise directed by Authority or Authority’s agent.

3.9.13 Notifications to Authority and Residents. The Contractor shall acknowledge that the Authority provides forty-eight (48) hours’ notice in advance of the start of any Work that is to occur at any residential unit. Contractor shall provide sufficient notice to the Authority before beginning any such Work so that the Authority may provide timely notice to residents.

3.9.14 Paths of Travel. Pedestrian paths of travel must be maintained free of obstructions and hazardous conditions, except where the condition is necessary for completion of the Work. To the extent any portion of the Work requires obstructing pedestrian paths of travel, the Work shall be performed so as to minimize the extent of the obstruction. Where Contractor’s operations may create hazardous conditions to pedestrian paths of travel, appropriate signing and barricades shall be installed to safely route pedestrians around the impacted area. The Authority shall be given at least 48-hours’ notice prior to the creation of any condition affecting pedestrian paths of travel.

3.10 Completion of Work. When Contractor determines that it has completed the Work required herein, Contractor shall so notify Authority in writing and shall furnish all labor and material releases required by this Contract. Authority shall thereupon inspect the Work. If the Work is not acceptable to the Authority, the Authority shall indicate to Contractor in writing the specific portions or items of Work which are unsatisfactory or incomplete. Once Contractor determines that it has completed the incomplete or unsatisfactory Work, Contractor may request

a re-inspection by the Authority. Once the Work is acceptable to Authority, Authority shall pay to Contractor the Total Contract Price remaining to be paid, less any amount which Authority may be authorized or directed by law to retain.

3.11 Claims; Government Code Claim Compliance.

3.11.1 Except as otherwise provided in this Contract, if any dispute shall arise between the Authority and Contractor regarding performance of the Work, or any alleged change in the Work, Contractor shall timely perform the disputed work and shall give written notice of a claim for additional compensation for the work to the Authority within three (3) days after commencement of the disputed work. Contractor's failure to give written notice within the three (3)-day period constitutes an agreement by Contractor that it will receive no extra compensation for the disputed work and shall constitute a waiver of the right to further pursue the claim under the Contract or at law.

3.11.1.1 Intent. Effective January 1, 1991, Section 20104 et seq., of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial supervised mediation, and judicial arbitration to resolve disputes on construction claims of \$375,000 or less. Effective January 1, 2017, Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Section is to implement Sections 20104 et seq. and Section 9204 of the California Public Contract Code. This Section shall be construed to be consistent with all applicable law, including but not limited to these statutes.

3.11.1.2 Claims. For purposes of this Section, "Claim" means a separate demand by the Contractor for:

(A) An adjustment to the time for completion including, without limitation, for relief from damages or penalties for delay assessed by the Authority;

(B) Payment by the Authority of money or damages arising from Work done by or on behalf of the Contractor pursuant to the Contract, payment for which is not otherwise expressly provided or to which the Contractor is not otherwise entitled; or

(C) An amount the payment of which is disputed by the Authority. A "Claim" does not include any demand for payment for which the Contractor has failed to provide notice, request a Change Order, or otherwise failed to follow any procedures contained in the Contract Documents.

3.11.1.3 Filing Claims. Claims governed by this Section may not be filed unless and until the Contractor completes any and all requirements of the Contract Documents pertaining to notices and requests for changes to the Contract Time or Contract Price, and Contractor's request for a change has been denied in whole or in part. Claims governed by this Section must be filed no later than thirty (30) days after a request for change has been denied in whole or in part or after any other event giving rise to the Claim. The Claim shall be submitted in writing to the Authority and shall include on its first page the following words in 16-point capital font: "THIS IS A CLAIM." The Claim shall include all the information and documents necessary to substantiate the Claim, including but not limited to those identified below. Nothing in this Section is intended to extend the time limit or supersede notice requirements otherwise provided by Contract Documents. Failure to follow such contractual requirements shall bar any Claims or subsequent proceedings for compensation or payment thereon.

3.11.1.4 Supporting Documentation. The Contractor shall submit all claims in the following format:

(A) Summary description of Claim including basis of entitlement, merit and amount of time or money requested, with specific reference to the Contract Document provisions pursuant to which the Claim is made

(B) List of documents relating to claim:

(1) Specifications

(2) Drawings

(3) Clarifications (Requests for Information)

(4) Schedules

(5) Other

(C) Chronology of events and correspondence

(D) Narrative analysis of claim merit

(E) Analysis of Claim cost, including calculations and supporting documents

(F) Time impact analysis in CPM format

3.11.1.5 Authority's Response. Upon receipt of a Claim pursuant to this Section, the Authority shall conduct a reasonable review of the Claim and, within a period not to exceed 45 days, shall provide the Contractor a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the Claim will be processed and made within 60 days after the Authority issues its written statement.

(A) If the Authority needs approval from its governing body to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the Claim, and the Authority's governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a Claim sent by registered mail or certified mail, return receipt requested, the Authority shall have up to three (3) days following the next duly publicly noticed meeting of the Authority's governing body after the 45-day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

(B) Within 30 days of receipt of a Claim, the Authority may request in writing additional documentation supporting the Claim or relating to defenses or Claims the Authority may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the Authority and the Contractor. The Authority's written response to the Claim, as further documented, shall be submitted to the Contractor within 30 days (if the Claim is less than \$50,000, within 15 days) after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

3.11.1.6 Meet and Confer. If the Contractor disputes the Authority's written response, or the Authority fails to respond within the time prescribed, the Contractor may so notify the Authority, in writing, either within 15 days of receipt of the Authority's response or

within 15 days of the Authority's failure to respond within the time prescribed, respectively, and demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, the Authority shall schedule a meet and confer conference within 30 days for settlement of the dispute.

3.11.1.7 Mediation. Within 10 business days following the conclusion of the meet and confer conference, if the Claim or any portion of the Claim remains in dispute, the Authority shall provide the Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the Claim shall be processed and made within 60 days after the Authority issues its written statement. Any disputed portion of the Claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with the Authority and the Contractor sharing the associated costs equally. The public entity and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the Claim has been identified in writing, unless the parties agree to select a mediator at a later time.

(A) If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

(B) For purposes of this Section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this Section.

(C) Unless otherwise agreed to by the Authority and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(D) The mediation shall be held no earlier than the date the Contractor completes the Work or the date that the Contractor last performs Work, whichever is earlier. All unresolved Claims shall be considered jointly in a single mediation unless a new unrelated Claim arises after mediation is completed.

3.11.1.8 Procedures After Mediation. If following the mediation, the Claim or any portion remains in dispute, the Contractor must file a Claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code prior to initiating litigation. For purposes of those provisions, the running of the period of time within which a Claim must be filed shall be tolled from the time the Contractor submits his or her written Claim pursuant to subdivision (a) until the time the Claim is denied, including any period of time utilized by the meet and confer conference.

3.11.1.9 Civil Actions. The following procedures are established for all civil actions filed to resolve Claims of \$375,000 or less:

(A) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the terms of this Contract.

The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.

(B) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1114.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration. In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

3.11.1.10 Government Code Claim Procedures.

(A) This Section does not apply to tort claims and nothing in this Section is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.5 of Title 1 of the Government Code.

(B) In addition to any and all requirements of the Contract Documents pertaining to notices of and requests for adjustment to the Contract Time, Contract Price, or compensation or payment for additional work, disputed Work, construction claims and/or changed conditions, the Contractor must comply with the claim procedures set forth in Government Code Section 900, et seq. prior to filing any lawsuit against the Authority.

(C) Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to adjustment of the Contract Time or Contract Price for additional work, disputed Work, construction claims, and/or changed conditions have been followed by Contractor. If Contractor does not comply with the Government Code claim procedure or the prerequisite contractual requirements, Contractor may not file any action against the Authority.

(D) A Government Code claim must be filed no earlier than the date the Work is completed or the date the Contractor last performs Work on the Project, whichever occurs first. A Government Code claim shall be inclusive of all unresolved Claims known to Contractor or that should reasonably be known to Contractor excepting only new unrelated Claims that arise after the Government Code claim is submitted.

3.11.1.11 Non-Waiver. The Authority's failure to respond to a Claim from the Contractor within the time periods described in this Section or to otherwise meet the time requirements of this Section shall result in the Claim being deemed rejected in its entirety and shall not constitute a waiver of any rights under this Section.

3.12 Loss and Damage. Except as may otherwise be limited by law, Contractor shall be responsible for all loss and damage which may arise out of the nature of the Work agreed to herein, or from the action of the elements, or from any unforeseen difficulties

which may arise or be encountered in the prosecution of the Work, except for exclusions listed in Contractor's bid proposal, until the same is fully completed and accepted by Authority. In the event of damage proximately caused by an Act of God, as defined by Section 7105 of the Public Contract Code, the Authority may terminate this Contract pursuant to the termination provisions provided herein; provided, however, that the Authority needs to provide Contractor with only one (1) day advanced written notice.

3.13 Indemnification.

3.13.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the Authority and their respective officers, agents, employees, volunteers and representatives free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's services, the Project or this Contract, including without limitation the payment of all expert witness fees, attorneys' fees and other related costs and expenses except such Claims caused by the sole or active negligence or willful misconduct of the Authority. Notwithstanding the foregoing, to the extent required by Civil Code section 2782, Contractor's indemnity obligation shall not apply to liability for damages for death or bodily injury to persons, injury to property, or any other loss, damage or expense arising from the sole or active negligence or willful misconduct of the Authority or the Authority's agents, servants, or independent contractors who are directly responsible to the Authority, or for defects in design furnished by those persons.

3.13.2 Additional Indemnity Obligations. Contractor shall defend, with counsel of Authority's choosing and at Contractor's own cost, expense, and risk, any and all Claims covered by this section that may be brought or instituted against the Authority and their respective officers, agents, employees, volunteers and representatives. In addition, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against the Authority and their respective officers, agents, employees, volunteers, and representatives as part of any such claim, suit, action, or other proceeding. Contractor shall also reimburse the Authority for the cost of any settlement paid by the Authority and their respective officers, agents, employees, volunteers, and representatives as part of any such claim, suit, action, or other proceeding. Such reimbursement shall include payment for Authority's attorney's fees and costs, including expert witness fees. Contractor shall reimburse the Authority and their respective officers, agents, employees, volunteers, and representatives, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall survive expiration or termination of this Contract, and shall not be restricted to insurance proceeds, if any, received by the Contractor, the Authority and their respective officers, agents, employees, volunteers and representatives.

3.14 Insurance.

3.14.1 Minimum Requirements. Without limiting Contractor's indemnification of the Authority, and prior to commencement of Work, Contractor shall obtain, provide and maintain at its own expense during the term of this Contract, policies of insurance of the type and amounts described below and in a form that is satisfactory to the Authority.

3.14.1.1 General Liability Insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, and a \$2,000,000 completed operations aggregate. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO “insured contract” language will not be accepted.

3.14.1.2 Automobile Liability Insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Work to be performed under this Contract, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

3.14.1.3 Umbrella or Excess Liability Insurance. Contractor may opt to utilize umbrella or excess liability insurance in meeting insurance requirements. In such circumstances, Contractor may obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury, and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability, automobile liability and employer’s liability. Such policy or policies shall include the following terms and conditions:

- (A) A drop-down feature requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;
- (B) Pay on behalf of wording as opposed to reimbursement;
- (C) Concurrency of effective dates with primary policies;
- (D) Policies shall “follow form” to the underlying primary policies; and
- (E) Insureds under primary policies shall also be insureds under the umbrella or excess policies.

3.14.1.4 Workers’ Compensation Insurance. Contractor may maintain Workers’ Compensation Insurance (Statutory Limits) and Employer’s Liability Insurance (with limits of at least \$1,000,000) for Contractor’s employees in accordance with the laws of the State of California, Section 3700 of the Labor Code. In addition, Contractor shall require each subcontractor to similarly maintain Workers’ Compensation Insurance and Employer’s Liability Insurance in accordance with the laws of the State of California, Section 3700 for all of the subcontractor’s employees. Contractor shall submit to Authority, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the Authority and their respective officers, agents, employees, volunteers, and representatives.

3.14.1.5 Pollution Liability Insurance **[Reserved]**

3.14.1.6 Builder’s Risk Insurance. **[RESERVED]**

3.14.2 Other Provisions or Requirements

3.14.2.1 Proof of Insurance. Contractor shall provide certificates of insurance to Authority as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by Authority's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with Authority at all times during the term of this contract.

3.14.2.2 Duration of Coverage. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Contractor, its agents, representatives, employees, or subcontractors. Contractor must maintain general liability and umbrella or excess liability insurance for as long as there is a statutory exposure to completed operations claims. The Authority and their respective officers, agents, employees, volunteers, and representatives shall continue as additional insureds under such policies.

3.14.2.3 Primary/Non-Contributing. Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by Authority shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of Authority before the Authority's own insurance or self insurance shall be called upon to protect it as a named insured.

3.14.2.4 Products/Completed Operations Coverage. Products/completed operations coverage shall extend a minimum of three (3) years after project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the Policy must include work performed "by or on behalf" of the insured. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer. The Authority and their respective officers, agents, employees, volunteers, and representatives shall be included as additional insureds under the Products and Completed Operations coverage.

3.14.2.5 Authority's Rights of Enforcement. In the event any policy of insurance required under this Contract does not comply with these requirements, or is canceled and not replaced, Authority has the right, but not the duty, to obtain the insurance it deems necessary, and any premium paid by Authority will be promptly reimbursed by Contractor, or Authority will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, Authority may cancel this Contract.

3.14.2.6 Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the Authority's Risk Manager.

3.14.2.7 Waiver of Subrogation. All insurance coverage maintained or

procured pursuant to this agreement shall be endorsed to waive subrogation against the Authority and their respective officers, agents, employees, volunteers, and representatives, or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against the Authority and their respective officers, agents, employees, volunteers, and representatives and shall require similar written express waivers and insurance clauses from each of its subcontractors.

3.14.2.8 Enforcement of Contract Provisions (non-estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of the Authority to inform Contractor of non-compliance with any requirement imposes no additional obligations on the Authority nor does it waive any rights hereunder.

3.14.2.9 Requirements Not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

3.14.2.10 Notice of Cancellation. Contractor agrees to oblige its insurance agent or broker and insurers to provide the Authority with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

3.14.2.11 Additional Insured Status. General liability, automobile liability, and if applicable, pollution liability policies shall provide or be endorsed to provide that the Authority and their respective officers, agents, employees, volunteers, and representatives shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies. Coverage shall be at least as broad as coverage provided by ISO's Owners, Lessees, or Contractors Additional Insured Endorsement for the ongoing (i.e. ISO Form CG 20 10 07 04) and completed operations (i.e. ISO Form CG 20 37 07 04) of Contractor.

3.14.2.12 Prohibition of Undisclosed Coverage Limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to Authority and approved of in writing.

3.14.2.13 Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

3.14.2.14 Pass Through Clause. Contractor agrees to ensure that its sub-consultants, sub-contractors, and any other party involved with the Project who is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the Project will be submitted to Authority for review.

3.14.2.15 Authority's Right to Revise Requirements. The Authority or its Risk Manager reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the Authority and Contractor may renegotiate Contractor's compensation. If the Authority reduces the insurance requirements, the change shall go into effect immediately and require no advanced written notice.

3.14.2.16 Self-Insured Retentions. Any self-insured retentions are fully the responsibility of Contractor.

3.14.2.17 Timely Notice of Claims. Contractor shall give Authority prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Contract, and that involve or may involve coverage under any of the required liability policies.

3.14.2.18 Additional Insurance. Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.

3.15 Bond Requirements.

3.15.1 Payment Bond. If required by law or otherwise specifically requested by Authority in Exhibit "C" and Exhibit "F" attached hereto and incorporated herein by reference, Contractor shall execute and provide to Authority concurrently with this Contract a Payment Bond in an amount required by the Authority and in a form provided or approved by the Authority. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the Authority.

3.15.2 Performance Bond. If specifically requested by Authority in Exhibit "C" and Exhibit "F" attached hereto and incorporated herein by reference, Contractor shall execute and provide to Authority concurrently with this Contract a Performance Bond in an amount required by the Authority and in a form provided or approved by the Authority. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the Authority.

3.15.3 Bond Provisions. Should, in the Authority's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the effected bond within (ten) 10 days of receiving notice from the Authority. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the Authority, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Contract until any replacement bonds required by this Section are accepted by the Authority. To the extent, if any, that the Total Contract Price is increased in accordance with the Contract, Contractor shall, upon request of the Authority, cause the amount of the bond to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the Authority. If Contractor fails to furnish any required bond, the Authority may terminate the Contract for cause.

3.15.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in California Code of Civil Procedure Section 995.120, shall be accepted. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer

will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the Authority.

3.16 Warranty. Contractor warrants all Work under the Contract (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the Work) to be of good quality and free from any defective or faulty material and workmanship in accordance with Contractor's applicable written products and services warranties, which are hereby incorporated by reference. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Contract or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the Authority of any defect in the Work or non-conformance of the Work to the Contract, commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the Authority in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its defective Work or which becomes damaged in the course of repairing or replacing defective Work. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one-year period, commencing with the date of acceptance of such corrected Work. Contractor shall perform such tests as the Authority may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the Authority, regardless of whether or not such warranties and guarantees have been transferred or assigned to the Authority by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the Authority. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Contract, or to provide the same, comparable or higher quality products to resolve defective Work, to the reasonable satisfaction of the Authority, the Authority shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the Authority for any expenses incurred hereunder upon demand.

3.17 Employee/Labor Certifications.

3.17.1 Contractor's Labor Certification. By its signature hereunder, Contractor certifies that he is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code and agrees to comply with such provisions before commencing the performance of the Work. A certification form for this purpose, which is attached to this Contract as Exhibit "D" and incorporated herein by reference, shall be executed simultaneously with this Contract.

3.17.2 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include,

but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination.

3.17.3 Verification of Employment Eligibility. By executing this Contract, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subcontractors and sub-subcontractors to comply with the same.

3.18 General Provisions.

3.18.1 Authority's Representative. The Authority hereby designates the **Jessica Gonzales, Housing Manager**, or his or her designee, to act as its representative for the performance of this Contract ("Authority's Representative"). Authority's Representative shall have the power to act on behalf of the Authority for all purposes under this Contract except for increasing the Total Contract Price. Contractor shall not accept direction or orders from any person other than the Authority's Representative or his or her designee.

3.18.2 Contractor's Representative. Before starting the Work, Contractor shall submit in writing the name, qualifications, and experience of its proposed representative who shall be subject to the review and approval of the Authority ("Contractor's Representative"). Following approval by the Authority, Contractor's Representative shall have full authority to represent and act on behalf of Contractor for all purposes under this Contract. Contractor's Representative shall supervise and direct the Work, using his best skill and attention, and shall be responsible for all construction means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Work under this Contract. Contractor's Representative shall devote full time to the Project and either he or his designee, who shall be acceptable to the Authority, shall be present at the Work site at all times that any Work is in progress and at any time that any employee or subcontractor of Contractor is present at the Work site. Arrangements for responsible supervision, acceptable to the Authority, shall be made for emergency Work which may be required. Should Contractor desire to change its Contractor's Representative, Contractor shall provide the information specified above and obtain the Authority's written approval.

3.18.3 Termination. This Contract may be terminated by the Authority at any time, either with or without cause, by giving Contractor three (3) days advance written notice. In the event of termination by the Authority for any reason other than the fault of Contractor, the Authority shall pay Contractor for all Work performed up to that time as provided herein. In the event of breach of the Contract by Contractor, the Authority may terminate the Contract immediately without notice, may reduce payment to Contractor in the amount necessary to offset the Authority's resulting damages, and may pursue any other available recourse against Contractor. Contractor may not terminate this Contract except for cause. In the event this Contract is terminated in whole or in part as provided, the Authority may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated. If this Contract is terminated as provided, the Authority may require Contractor to provide all finished or unfinished documents, data, diagrams, drawings, materials, or other matter prepared or built by Contractor in connection with its performance of this Contract. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.18.4 Contract Interpretation. Should any question arise regarding the

meaning or import of any of the provisions of this Contract or written or oral instructions from the Authority, the matter shall be referred to the Authority's Representative, whose decision shall be binding upon Contractor.

3.18.5 Anti-Trust Claims. This provision shall be operative if this Contract is applicable to California Public Contract Code Section 7103.5. In entering into this Contract to supply goods, services or materials, Contractor hereby offers and agrees to assign to the Authority all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time the Authority tender final payment to Contractor, without further acknowledgment by the Parties.

3.18.6 Notices. All notices hereunder and communications regarding interpretation of the terms of the Contract or changes thereto shall be provided by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

Contractor: Mohawk Commercial, Inc.
160 S Industrial Blvd
Calhoun, GA 30701
Attn: Brandi Purkey

Authority: Palm Desert Housing Authority
73-510 Fred Waring Drive
Palm Desert, CA 92260-2578
ATTN: Jessica Gonzales, Housing Manager

Any notice so given shall be considered received by the other Party three (3) days after deposit in the U.S. Mail as stated above and addressed to the Party at the above address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.18.7 Time of Essence. Time is of the essence in the performance of this Contract.

3.18.8 Assignment Forbidden. Contractor shall not, either voluntarily or by action of law, assign or transfer this Contract or any obligation, right, title or interest assumed by Contractor herein without the prior written consent of the Authority. If Contractor attempts an assignment or transfer of this Contract or any obligation, right, title or interest herein, Authority may, at its option, terminate and revoke the Contract and shall thereupon be relieved from any and all obligations to Contractor or its assignee or transferee.

3.18.9 No Third-Party Beneficiaries. There are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

3.18.10 Laws; Venue. This Contract shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Contract, the action shall be brought in a state or federal court situated in the County of Riverside, State of California.

3.18.11 Counterparts. This Contract may be executed in counterparts, each of which shall constitute an original.

3.18.12 Successors. The Parties do for themselves, their heirs, executors, administrators, successors, and assigns agree to the full performance of all of the provisions contained in this Contract.

3.18.13 Solicitation. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract. Further, Contractor warrants that it has not paid, nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the Authority shall have the right to terminate this Contract without liability.

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

3.18.15 Certification of License.

3.18.15.1 Contractor certifies that as of the date of execution of this Contract, Contractor has a current contractor's license of the classification indicated below under Contractor's signature.

3.18.15.2 Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

3.18.16 Authority to Enter Contract. Each Party warrants that the individuals who have signed this Contract have the legal power, right and authority to make this Contract and bind each respective Party.

3.18.17 Entire Contract; Modification. This Contract contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings, or agreements. This Contract may only be modified by a writing signed by both Parties.

3.18.18 Non-Waiver. None of the provisions of this Contract shall be considered waived by either party unless such waiver is specifically specified in writing.

3.18.19 Authority's Right to Employ Other Contractors. The Authority reserves right to employ other contractors in connection with this Project or other projects.

3.18.20 Federal Provisions. Reserved.

[Signatures on Next Page]

**SIGNATURE PAGE TO SHORT FORM CONSTRUCTION AGREEMENT
BY AND BETWEEN THE PALM DESERT HOUSING AUTHORITY
AND MOHAWK COMMERCIAL, INC.**

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed on the day and year first above written.

PALM DESERT HOUSING AUTHORITY

CONTRACTOR

By: _____

L. Todd Hileman
Executive Director

By: _____

Its: President

Printed Name: Mike Gallman

Attest:

By: _____

Anthony J. Mejia
Secretary

By: _____

Its: VP Finance

Printed Name: Alex Munhoz

Approved as to form:

Contractor's License Number and
Classification

By: _____

Isra Shah
Best Best & Krieger LLP
Special Council

DIR Registration Number (*if applicable*)

City Clerk QC: _____

Contracts QC: _____

Insurance:
Initial Review _____
Final Approval _____

Bonds: _____

EXHIBIT "A"

SERVICES / SCHEDULE

This agreement includes and hereby incorporates in full by reference the Scope of Services as provided in the OMNIA Partners Purchasing Alliance Agreement for Flooring Products and Installation Services Contract No. 2020002149, with Mohawk Commercial, Inc., ("the Piggyback Contract"), and the respective Request for Proposal issued June 24, 2019, and any amendments thereof.

EXHIBIT "B"

PLANS AND SPECIFICATIONS

This agreement includes and hereby incorporates in full by reference the Scope of Services as provided in the OMNIA Partners Purchasing Alliance Agreement for Flooring Products and Installation Services Contract No. 2020002149, with Mohawk Commercial, Inc., ("the Piggyback Contract"), and the respective Request for Proposal issued June 24, 2019, and any amendments thereof.

EXHIBIT "C"

SPECIAL CONDITIONS

ARTICLE 1. BONDS

Concurrently with this Contract, the Contractor shall deliver to the Authority four identical counterparts of the Performance Bond and Payment Bond on the forms supplied by the Authority and included as Exhibit "F" to the Contract. The surety supplying the bond must be an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, authorized to do business as such in the State of California and satisfactory to the Authority. The Performance Bond and the Payment Bond shall be for one hundred percent (100%) of the Total Contract Price.

EXHIBIT "D"

**CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION
LABOR CODE - SECTION 1861**

I, the undersigned Contractor, am aware of the provisions of Section 3700, et seq., of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I, the undersigned Contractor, agree to and will comply with such provisions before commencing the performance of the Work on this Contract.

Contractor

By: _____
Signature

Name (Print)

Title (Print)

Exhibit "E"

PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See <http://www.dir.ca.gov/PublicWorks/PublicWorks.html> for additional information.

No bid will be accepted, nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Contractor hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.¹

Name of Contractor: _____

DIR Registration Number: _____

DIR Registration Expiration: _____

Small Project Exemption: _____ Yes or _____ No

Unless Contractor is exempt pursuant to the small project exemption, Contractor further acknowledges:

1. Contractor shall maintain a current DIR registration for the duration of the project.
2. Contractor shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
3. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Name of Contractor: _____

Signature: _____

Name and Title: _____

Dated: _____

¹ If the Project is exempt from the contractor registration requirements pursuant to the small project exemption under Labor Code Sections 1725.5 and 1771.1, please mark "Yes" in response to "Small Project Exemption."

EXHIBIT "F"

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the Palm Desert Housing Authority (hereinafter designated as the "Authority"), by action taken or a resolution passed November 14, 2024 has awarded to Mohawk Commercial, Inc., hereinafter designated as the "Principal," a contract for the work described as follows:

Procurement and Installation of Floor Coverings and Related Supplies, Equipment and Services (the "Project"); and

WHEREAS, the work to be performed by the Principal is more particularly set forth in the Contract Documents for the Project dated November 14, 2024 ("Contract Documents"), the terms and conditions of which are expressly incorporated by reference; and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the Authority in the penal sum of _____ Dollars (\$_____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 9100 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by Authority in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or Authority and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned and the provisions of sections 2819 and 2845 of the California Civil Code.

[SIGNATURES ON FOLLOWING PAGE]

Contract No. _____

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__).

(Corporate Seal)

Contractor/ Principal

By _____

Title _____

(Corporate Seal)

Surety

By _____

Attorney-in-Fact

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached.

(Attach Attorney-in-Fact Certificate)

Title _____

The rate of premium on this bond is _____ per thousand. The total amount of premium charges, \$ _____.

(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of Agent or Representative for service of process in California, if different from above)

(Telephone number of Surety and Agent or Representative for service of process in California)

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

- ☐ Individual
☐ Corporate Officer

Title(s)

- ☐ Partner(s) ☐ Limited
 ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
 Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for Contractor/Principal.

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER**DESCRIPTION OF ATTACHED DOCUMENT**

- ☐ Individual
☐ Corporate Officer

Title(s)

Title or Type of Document

- ☐ Partner(s) ☐ Limited
☐ ☐ General

Number of Pages

- ☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Date of Document

Signer is representing:
 Name Of Person(s) Or Entity(ies)

 Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of-Attorney to local representatives of the bonding company must also be attached.

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the Palm Desert Housing Authority (hereinafter referred to as "Authority") has awarded to Mohawk Commercial, Inc., (hereinafter referred to as the "Contractor") an agreement for Procurement and Installation of Floor Coverings and Related Supplies (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated November 14, 2024, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, _____ the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the Authority in the sum of _____ Dollars (\$ _____), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the Authority, its officers and agents, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by Authority, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the Authority from loss or damage resulting from or caused by defective materials or faulty workmanship, Surety shall undertake and faithfully fulfill all such obligations. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the Authority's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever Contractor shall be, and is declared by the Authority to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the Authority's option:

- (1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or

Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the Authority, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the Authority under the Contract and any modification thereto, less any amount previously paid by the Authority to the Contractor and any other set offs pursuant to the Contract Documents.

- (3) Permit the Authority to complete the Project in any manner consistent with local, California and federal law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the Authority under the Contract and any modification thereto, less any amount previously paid by the Authority to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the Authority may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the Authority, when declaring the Contractor in default, notifies Surety of the Authority's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project, including but not limited to the provisions of sections 2819 and 2845 of the California Civil Code.

[SIGNATURES ON FOLLOWING PAGE]

Contract No. _____

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__).

(Corporate Seal)

Contractor/ Principal

By _____

Title _____

(Corporate Seal)

Surety

By _____

Attorney-in-Fact

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached.

(Attach Attorney-in-Fact Certificate)

Title _____

The rate of premium on this bond is _____ per thousand. The total amount of premium charges, \$ _____.

(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of Agent or Representative for service of process in California, if different from above)

(Telephone number of Surety and Agent or Representative for service of process in California)

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

- ☐ Individual
☐ Corporate Officer

Title(s)

- ☐ Partner(s) ☐ Limited
 ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
 Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for Contractor/Principal.

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

- ☐ Individual
☐ Corporate Officer

Title(s)

- ☐ Partner(s) ☐ Limited
 ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
 Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of-Attorney to local representatives of the bonding company must also be attached.

Contract No. _____

**PALM DESERT HOUSING AUTHORITY
SHORT FORM CONSTRUCTION CONTRACT**

1. **Parties and Date.** This Agreement is made and entered into this **14th** day of **November, 2024**, by and between the Palm Desert Housing Authority, a municipal corporation organized under the laws of the State of California with its principal place of business at 73-510 Fred Waring Drive, Palm Desert, California 92260-2578, ("Authority") and **Mohawk Commercial, Inc., a Delaware Corporation**, with its principal place of business at **160 S. Industrial Blvd. Calhoun, GA 30701** ("Vendor"). The Authority and Vendor are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. **Recitals.**

2.1 Authority. Authority is a public agency organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose.

2.2 Contractor. Contractor desires to perform and assume responsibility for the provision of certain construction services required by the Authority on the terms and conditions set forth in this Contract. Contractor represents that it is duly licensed and experienced in providing **Procurement and Installation of Floor Coverings and Related Supplies, Equipment and Services** related construction services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the services in the State of California, and that it is familiar with the plans of Authority.

2.3 Project.

The Authority is a public agency of the State of California and is in need of services for the following project:

Procurement and Installation of Floor Coverings and Related Supplies, Equipment and Services Project
(hereinafter referred to as "the Project").

2.4 Project Documents & Certifications. Contractor has obtained, and delivers concurrently herewith, Performance and Payment Bonds as required by the Contract.

3. **Terms.**

3.1 Incorporation of Documents. This Contract includes and hereby incorporates in full by reference the following documents, including all exhibits, drawings, specifications, and documents therein, and attachments and addenda thereto:

- Services/Schedule (Exhibit "A")
- Plans and Specifications (Exhibit "B")
- Special Conditions (Exhibit "C")
- Contractor's Certificate Regarding Workers' Compensation (Exhibit "D")
- Public Works Contractor Registration Certification (Exhibit "E")
- Payment and Performance Bonds (Exhibit "F")

3.1.1 Precedence. To the extent there is a conflict between any portions of this Contract, the order of precedence shall be as follows: change orders, special

conditions, technical specifications, plans/construction drawings, general contract terms, scope of work, standard plans, advertisements for bid/proposals, bids/proposals or other documents submitted by Contractor.

3.1.2 Term. The term of this Agreement shall be from **October 1, 2024, to June 30, 2025**, unless earlier terminated as provided herein. The Authority shall have the unilateral option, at its sole discretion, to renew this Agreement for no more than four additional one-year terms. Contractor shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Service.

3.2 Contractor's Basic Obligation; Scope of Work. Contractor promises and agrees, at its own cost and expense, to furnish to the Authority all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately complete the Project, including all structures and facilities necessary for the Project or described in the Contract (hereinafter sometimes referred to as the "Work"), for a Total Contract Price as specified pursuant to this Contract. All Work shall be subject to, and performed in accordance with the above referenced documents, as well as the exhibits attached hereto and incorporated herein by reference. The plans and specifications for the Work are further described in Exhibit "B" attached hereto and incorporated herein by this reference. Special Conditions, if any, relating to the Work are described in Exhibit "C" attached hereto and incorporated herein by this reference.

3.2.1 Change in Scope of Work. Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition or deletion is approved in advance and in writing by a valid change order executed by the Authority ("Change Order").

3.2.1.1 Change Orders. Changes to the Contract Time (as defined in Section 3.3) or Total Contract Price shall be in the form of a written Change Order, either signed or otherwise agreed to by both parties in writing. No adjustment shall be made to the Contract Time unless the delay impacts the critical path to completion and the delay was not caused in whole or in part by the Contractor. Failure to timely request a Change Order shall constitute a waiver of any right to adjust the Contract Time or the Total Contract Price. All requests for Change Orders shall be accompanied by detailed supporting documentation, including but not limited to payroll records, invoices, schedules, and any other documentation requested by the Authority for the purpose of determining the additional costs or the impact of any delay. If the change involves Work bid at a unit price, then the Total Contract Price shall be increased at the unit price. If there is no unit price, then the Total Contract Price shall be adjusted to account for costs actually incurred plus an allowed mark-up of fifteen percent (15%), which shall constitute the entire amount of profit, mark-ups, field or home office overhead costs, including personnel, equipment or office space, any materials, or any costs of equipment idle time for such work. Nothing herein shall prevent the Parties from agreeing to a lump sum cost.

(A) Changes Ordered By Authority. Authority may at any time issue a written directive ordering additions, deletions, or changes to the Work. Contractor shall proceed with the work in accordance with the directive. To the extent the directive results in extra work or requires additional Contract Time, Contractor shall request a Change Order within

seven (7) days of receiving the Work Directive. If any costs are not capable of being determined within seven (7) days, then Contractor shall request a Change Order within seven (7) days of when the costs are capable of being determined.

(B) Changes Requested By Contractor. With respect to any matter that may involve or require an adjustment to the Contract Time or the Contract Price, Contractor shall provide written notice of the underlying facts and circumstances that gave rise to the potential change within seven (7) days or prior to the alteration of conditions, whichever is earlier. Failure to give notice shall constitute a waiver of Contractor's right to a change order. If any costs are not capable of being determined within seven (7) days, then Contractor shall request a Change Order within seven (7) days of when the costs are capable of being determined.

3.2.2 Substitutions/"Or Equal". Pursuant to Public Contract Code section 3400(b), the Authority may make a finding that designates certain products, things, or services by specific brand or trade name. Unless specifically designated in this Contract, whenever any material, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such Specifications shall be deemed to be used for the purpose of facilitating the description of the material, process or article desired and shall be deemed to be followed by the words "or equal".

Contractor may, unless otherwise stated, offer for substitution any material, process or article which shall be substantially equal or better in every respect to that so indicated or specified in this Contract. However, the Authority may have adopted certain uniform standards for certain materials, processes, and articles. Contractor shall submit requests, together with substantiating data, for substitution of any "or equal" material, process, or article no later than thirty-five (35) days after award of the Contract. To facilitate the construction schedule and sequencing, some requests may need to be submitted before thirty-five (35) days after award of Contract. Provisions regarding submission of "or equal" requests shall not in any way authorize an extension of time for performance of this Contract. If a proposed "or equal" substitution request is rejected, Contractor shall be responsible for providing the specified material, process, or article. The burden of proof as to the equality of any material, process or article shall rest with Contractor.

The Authority has the complete and sole discretion to determine if a material, process, or article is an "or equal" material, process or article that may be substituted. Data required to substantiate requests for substitutions of an "or equal" material, process or article data shall include a signed affidavit from Contractor stating that, and describing how, the substituted "or equal" material, process or article is equivalent to that specified in every way except as listed on the affidavit. Substantiating data shall include any and all illustrations, specifications, and other relevant data including catalog information which describes the requested substituted "or equal" material, process or article, and substantiates that it is an "or equal" to the material, process or article. The substantiating data must also include information regarding the durability and lifecycle cost of the requested substituted "or equal" material, process, or article. Failure to submit all the required substantiating data, including the signed affidavit, to the Authority in a timely fashion will result in the rejection of the proposed substitution.

Contractor shall bear all of the Authority's costs associated with the review of substitution requests. Contractor shall be responsible for all costs related to a substituted "or equal" material, process, or article. Contractor is directed to the Special Conditions (if any) to review any findings made pursuant to Public Contract Code section 3400.

3.3 Period of Performance and Liquidated Damages. Contractor shall perform and complete all Work under this Contract within an agreed upon time period for the Work and subject to standard manufacturing lead times, beginning the effective date of the work order approval ("Contract Time"). Contractor shall perform its Work in strict accordance with any completion schedule, construction schedule or project milestones developed by the Authority and agreed to by Contractor. Such schedules or milestones may be included as part of Exhibits "A" or "B" attached hereto or may be provided separately in writing to Contractor. Contractor agrees that if such Work is not completed within the aforementioned Contract Time and/or pursuant to any such completion schedule, construction schedule or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged and agreed that the Authority will suffer damage. Pursuant to Government Code Section 53069.85, Contractor shall pay to the Authority as fixed and liquidated damages the sum of **Five Hundred Dollars (\$500.00)** per day for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule, or Project milestones established pursuant to the Contract.

3.4 Standard of Performance; Performance of Employees. Contractor shall perform all Work under this Contract in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by competent workmen in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the calling necessary to perform the Work. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them. Finally, Contractor represents that it, its employees, and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Work, including a Authority Business License, and that such licenses and approvals shall be maintained throughout the term of this Contract. Contractor shall perform, at its own cost and expense and without reimbursement from the Authority, any work necessary to correct errors or omissions which are caused by Contractor's failure to comply with the standard of care provided for herein. Any employee who is determined by the Authority to be uncooperative, incompetent, a threat to the safety of persons or the Work, or any employee who fails or refuses to perform the Work in a manner acceptable to the Authority, shall be promptly removed from the Project by Contractor and shall not be re-employed on the Work.

3.5 Control and Payment of Subordinates; Contractual Relationship. Authority retains Contractor on an independent contractor basis and Contractor is not an employee of Authority. Any additional personnel performing the work governed by this Contract on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance under this Contract and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

3.6 Authority's Basic Obligation. Authority agrees to engage and does hereby engage Contractor to furnish all materials and to perform all Work according to the terms and conditions herein contained for the sum set forth above. Except as otherwise provided in the Contract, the Authority shall pay to Contractor, as full consideration for the satisfactory performance by Contractor of the services and obligations required by this

Contract, the below-referenced compensation in accordance with compensation provisions set forth in the Contract.

3.7 Compensation and Payment.

3.7.1 Amount of Compensation. As consideration for performance of the Work required herein, Authority agrees to pay Contractor the Total Contract Price

One Hundred Seventy Five Thousand and 00/100 Dollars (\$175,000.00) ("Total Contract Price") provided that such amount shall be subject to adjustment pursuant to the applicable terms of this Contract or written Change Orders approved and signed in advance by the Authority.

3.7.2 Payment of Compensation. If the Work is scheduled for completion in thirty (30) or less calendar days, Authority will arrange for payment of the Total Contract Price upon completion and approval by Authority of the Work. If the Work is scheduled for completion in more than thirty (30) calendar days, Authority will pay Contractor on a monthly basis as provided for herein. On or before the fifth (5th) day of each month, Contractor shall submit to the Authority an itemized application for payment in the format supplied by the Authority indicating the amount of Work completed since commencement of the Work or since the last progress payment. These applications shall be supported by evidence which is required by this Contract and such other documentation as the Authority may require. The Contractor shall certify that the Work for which payment is requested has been done and that the materials listed are stored where indicated. Contractor may be required to furnish a detailed schedule of values upon request of the Authority and in such detail and form as the Authority shall request, showing the quantities, unit prices, overhead, profit, and all other expenses involved in order to provide a basis for determining the amount of progress payments. Contractor shall submit its final invoice to Authority within thirty (30) days from the last date of the Work or termination in accordance with this Contract and failure by the Contractor to submit a timely invoice shall constitute a waiver of its right to final payment.

3.7.3 Prompt Payment. Authority shall review and pay all progress payment requests in accordance with the provisions set forth in Section 20104.50 of the California Public Contract Code. No progress payments will be made for Work not completed in accordance with this Contract. Contractor shall comply with all applicable laws, rules and regulations relating to the proper payment of its employees, subcontractors, suppliers, or others.

3.7.4 Contract Retentions. NOT APPLICABLE

3.7.5 Other Retentions. In addition to Contract retentions, the Authority may deduct from each progress payment an amount necessary to protect Authority from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the Authority in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract Price or within the Contract Time; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by Authority during the prosecution of the Work; (9) erroneous or false estimates by Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages as determined by the Authority, incurred by the Authority for which Contractor is liable under the Contract; and (11) any other sums which the Authority is entitled to recover from Contractor under the terms of the

Contract or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the Authority to deduct any of these sums from a progress payment shall not constitute a waiver of the Authority's right to such sums.

3.7.6 Substitutions for Contract Retentions. NOT APPLICABLE

3.7.7 Payment to Subcontractors. Contractor shall pay all subcontractors for and on account of work performed by such subcontractors in accordance with the terms of their respective subcontracts and as provided for in Section 7108.5 of the California Business and Professions Code. Such payments to subcontractors shall be based on the measurements and estimates made and progress payments provided to Contractor pursuant to this Contract.

3.7.8 Title to Work. As security for partial, progress, or other payments, title to Work for which such payments are made shall pass to the Authority at the time of payment. To the extent that title has not previously been vested in the Authority by reason of payments, full title shall pass to the Authority at delivery of the Work at the destination and time specified in this Contract. Such transferred title shall in each case be good, free, and clear from any and all security interests, liens, or other encumbrances. Contractor promises and agrees that it will not pledge, hypothecate, or otherwise encumber the items in any manner that would result in any lien, security interest, charge, or claim upon or against said items. Such transfer of title shall not imply acceptance by the Authority, nor relieve Contractor from the responsibility to strictly comply with the Contract and shall not relieve Contractor of responsibility for any loss of or damage to items.

3.7.9 Labor and Material Releases. Contractor shall furnish Authority with labor and material releases from all subcontractors performing work on, or furnishing materials for, the Work governed by this Contract prior to final payment by Authority.

3.8 Labor

3.8.1 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720 et seq., and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Since the Work is being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, Contractor agrees to fully comply with such Prevailing Wage Laws. Authority shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Contract. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request and shall post copies at Contractor's principal place of business and at the project site. Contractor shall defend, indemnify, and hold the Authority and their respective officers, agents, employees, volunteers, and representatives free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. Contractor and any subcontractor shall forfeit a penalty of up to \$200 per calendar day or portion thereof for each worker paid less than the prevailing wage rates.

3.8.2 Apprenticeable Crafts. When Contractor employs workmen in an apprenticeable craft or trade, Contractor shall comply with the provisions of Section 1777.5 of

the California Labor Code with respect to the employment of properly registered apprentices upon public works. The primary responsibility for compliance with said section for all apprenticeable occupations shall be with Contractor. The Contractor or any subcontractor that is determined by the Labor Commissioner to have knowingly violated Section 1777.5 shall forfeit as a civil penalty an amount not exceeding \$100 for each full calendar day of noncompliance, or such greater amount as provided by law.

3.8.3 Hours of Work. Contractor is advised that eight (8) hours labor constitutes a legal day's work. Pursuant to Section 1813 of the California Labor Code, Contractor shall forfeit a penalty of \$25.00 per worker for each day that each worker is permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, except when payment for overtime is made at not less than one and one-half (1-1/2) times the basic rate for that worker.

3.8.4 Payroll Records. Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor in the manner provided in Labor Code section 1776. In the event of noncompliance with the requirements of this section, Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects such Contractor must comply with this section. Should noncompliance still be evident after such 10-day period, Contractor shall, as a penalty to Authority, forfeit not more than \$100.00 for each calendar day or portion thereof, for each worker, until strict compliance is effectuated. The amount of the forfeiture is to be determined by the Labor Commissioner. A contractor who is found to have violated the provisions of law regarding wages on Public Works with the intent to defraud shall be ineligible to bid on Public Works contracts for a period of one to three years as determined by the Labor Commissioner. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due. The responsibility for compliance with this section is on Contractor. In accordance with Labor Code section 1771.4, the Contractor and each subcontractor shall furnish the certified payroll records directly to the DIR on a weekly basis and in the format prescribed by the DIR, which may include electronic submission. The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

3.8.5 Contractor and Subcontractor Registration. Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted, nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. Contractor is directed to review, fill out and execute the Public Works Contractor Registration Certification attached hereto as Exhibit "E" prior to contract execution. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works

project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

3.8.6 Labor Compliance; Stop Orders. This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be the Contractor's sole responsibility to evaluate and pay the cost of complying with all labor compliance requirements under this Contract and applicable law. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Work, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay subject to any applicable liquidated damages and shall not be compensable by the Authority. Contractor shall defend, indemnify, and hold the Authority and their respective officers, agents, employees, volunteers, and representatives free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

3.9 Performance of Work; Jobsite Obligations.

3.9.1 Water Quality Management and Compliance.

3.9.1.1 Water Quality Management and Compliance. Contractor shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Work including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); local ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State.

3.9.1.2 Compliance with the Statewide Construction General Permit. Contractor shall comply with all conditions of the most recent iteration of the National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Construction Activity, issued by the California State Water Resources Control Board ("Permit"). It shall be Contractor's sole responsibility to file a Notice of Intent and procure coverage under the Permit for all construction activity which results in the disturbance of more than one acre of total land area, or which is part of a larger common area of development or sale. Prior to initiating work, Contractor shall be solely responsible for preparing and implementing a Storm Water Pollution Prevention Plan (SWPPP) as required by the Permit. Contractor shall be responsible for procuring, implementing, and complying with the provisions of the Permit and the SWPPP, including the standard provisions, and monitoring and reporting requirements as required by the Permit. The Permit requires the SWPPP to be a "living document" that changes as necessary to meet the conditions and requirements of the job site as it progresses through different phases of construction and is subject to different weather conditions. It shall be Contractor's sole responsibility to update the SWPPP as necessary to address conditions at the project site.

3.9.1.3 Other Water Quality Rules Regulations and Policies. Contractor shall comply with the lawful requirements of any applicable municipality, drainage

Authority, or local agency regarding discharges of storm water to separate storm drain systems or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.

3.9.1.4 Cost of Compliance. Storm, surface, nuisance, or other waters may be encountered at various times during construction of the Work. Therefore, the Contractor, hereby acknowledges that it has investigated the risk arising from such waters and assumes any and all risks and liabilities arising therefrom.

3.9.1.5 Liability for Non-Compliance. Failure to comply with the Permit is a violation of federal and state law. Pursuant to the indemnification provisions of this Contract, Contractor hereby agrees to defend, indemnify, and hold harmless the Authority and their respective directors, officers, agents, employees, volunteers, and representatives for any alleged violations. In addition, Authority may seek damages from Contractor for any delay in completing the Work in accordance with the Contract, if such delay is caused by or related to Contractor's failure to comply with the Permit.

3.9.1.6 Reservation of Right to Defend. Authority reserves the right to defend any enforcement action brought against the Authority for Contractor's failure to comply with the Permit or any other relevant water quality law, regulation, or policy. Pursuant to the indemnification provisions of this Contract, Contractor hereby agrees to be bound by, and to reimburse the Authority for the costs (including the Authority's attorney's fees) associated with, any settlement reached between the Authority and the relevant enforcement entity.

3.9.1.7 Training. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the work assigned to them without impacting water quality in violation of the laws, regulations and policies described in paragraph 3.9.1. Contractor further warrants that it, its employees, and subcontractors will receive adequate training, as determined by Authority, regarding the requirements of the laws, regulations and policies described in paragraph 3.9.1 as they may relate to the Work provided under this Contract. Upon request, Authority will provide the Contractor with a list of training programs that meet the requirements of this paragraph.

3.9.2 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. Contractor shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work. In carrying out its Work, Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Work and the conditions under which the Work is to be performed. Safety precautions as applicable shall include, but shall not be limited to, adequate life protection and lifesaving equipment; adequate illumination for underground and night operations; instructions in accident prevention for all employees, such as machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and adequate facilities for the proper inspection and maintenance of all safety measures. Furthermore, Contractor shall prominently display the names and telephone numbers of at least two medical doctors practicing in the vicinity of the Project, as well as the telephone number of the local ambulance service, adjacent to all telephones at the Project site.

3.9.3 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules and regulations in any manner affecting the performance of the Contract or the Work, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with the Work. If Contractor observes that the drawings or specifications are at variance with any law, rule, or regulation, it shall promptly notify the Authority in writing. Any necessary changes shall be made by written Change Order. If Contractor performs any work knowing it to be contrary to such laws, rules, and regulations and without giving written notice to the Authority, Contractor shall be solely responsible for all costs arising therefrom. Authority is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Contract to the same extent as though set forth herein and will be complied with.

3.9.4 Permits and Licenses. Contractor shall be responsible for securing Authority permits and licenses necessary to perform the Work described herein, including, but not limited to, any required business license. While Contractor will not be charged a fee for any Authority permits, Contractor shall pay the Authority's business license fee, if any. Any ineligible contractor or subcontractor pursuant to Labor Code Sections 1777.1 and 1777.7 may not perform work on this Project.

3.9.5 Trenching Work. If the Total Contract Price exceeds \$25,000 and if the Work governed by this Contract entails excavation of any trench or trenches five (5) feet or more in depth, Contractor shall comply with all applicable provisions of the California Labor Code, including Section 6705. To this end, Contractor shall submit for Authority's review and approval a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

3.9.6 Hazardous Materials and Differing Conditions. As required by California Public Contract Code section 7104, if this Contract involves digging trenches or other excavations that extend deeper than four (4) feet below the surface, Contractor shall promptly, and prior to disturbance of any conditions, notify Authority of: (1) any material discovered in excavation that Contractor believes to be a hazardous waste that is required to be removed to a Class I, Class II or Class III disposal site; (2) subsurface or latent physical conditions at the site differing from those indicated by Authority; and (3) unknown physical conditions of an unusual nature at the site, significantly different from those ordinarily encountered in such contract work. Upon notification, Authority shall promptly investigate the conditions to determine whether a Change Order is appropriate. In the event of a dispute, Contractor shall not be excused from any scheduled completion date and shall proceed with all Work to be performed under the Contract but shall retain all rights provided by the Contract or by law for making protests and resolving the dispute.

3.9.7 Underground Utility Facilities. To the extent required by Section 4215 of the California Government Code, Authority shall compensate Contractor for the costs of: (1) locating and repairing damage to underground utility facilities not caused by the failure of Contractor to exercise reasonable care; (2) removing or relocating underground utility facilities not indicated in the construction drawings; and (3) equipment necessarily idled during such work. Contractor shall not be assessed liquidated damages for delay caused by failure of Authority to provide for removal or relocation of such utility facilities.

3.9.8 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the California Air Resources Board (CARB). Although CARB limits and requirements are broader, Contractor shall specifically be aware of their application to “portable equipment”, which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify Authority against any fines or penalties imposed by CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Contract.

3.9.9 State Recycling Mandates. Contractor shall comply with State Recycling Mandates. Any recyclable materials/debris collected by the Contractor that can be feasibly diverted via reuse or recycling must be hauled by the appropriate handler for reuse or recycling.

3.9.10 Inspection Of Site. Contractor has visited sites where Work is to be performed and has become acquainted with all conditions affecting the Work. Contractor warrants that it has made such examinations as it deems necessary to determine the condition of the Work sites, its accessibility to materials, workmen and equipment, and to determine the Contractor’s ability to protect existing surface and subsurface improvements. No claim for allowances–time or money–will be allowed as to such matters.

3.9.11 Field Measurements. Contractor shall make field measurements, verify field conditions, and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents before commencing activities. Errors, inconsistencies, or omissions discovered shall be reported to the Authority immediately and prior to performing any work or altering the condition.

3.9.12 Removal of Waste and Debris. Contractor shall remove at its own expense all rubbish and waste materials resulting from its operations, including any material that may fall in swimming pools, lagoons, or other water features. If on private property, Contractor must obtain permission from the property owner prior to removing debris. All debris must be removed before the end of the day unless otherwise directed by Authority or Authority’s agent.

3.9.13 Notifications to Authority and Residents. The Contractor shall acknowledge that the Authority provides forty-eight (48) hours’ notice in advance of the start of any Work that is to occur at any residential unit. Contractor shall provide sufficient notice to the Authority before beginning any such Work so that the Authority may provide timely notice to residents.

3.9.14 Paths of Travel. Pedestrian paths of travel must be maintained free of obstructions and hazardous conditions, except where the condition is necessary for completion of the Work. To the extent any portion of the Work requires obstructing pedestrian paths of travel, the Work shall be performed so as to minimize the extent of the obstruction. Where Contractor’s operations may create hazardous conditions to pedestrian paths of travel, appropriate signing and barricades shall be installed to safely route pedestrians around the impacted area. The Authority shall be given at least 48-hours’ notice prior to the creation of any condition affecting pedestrian paths of travel.

3.10 Completion of Work. When Contractor determines that it has completed the Work required herein, Contractor shall so notify Authority in writing and shall furnish all labor and material releases required by this Contract. Authority shall thereupon inspect the Work. If the

Work is not acceptable to the Authority, the Authority shall indicate to Contractor in writing the specific portions or items of Work which are unsatisfactory or incomplete. Once Contractor determines that it has completed the incomplete or unsatisfactory Work, Contractor may request a re-inspection by the Authority. Once the Work is acceptable to Authority, Authority shall pay to Contractor the Total Contract Price remaining to be paid, less any amount which Authority may be authorized or directed by law to retain.

3.11 Claims; Government Code Claim Compliance.

3.11.1 Except as otherwise provided in this Contract, if any dispute shall arise between the Authority and Contractor regarding performance of the Work, or any alleged change in the Work, Contractor shall timely perform the disputed work and shall give written notice of a claim for additional compensation for the work to the Authority within three (3) days after commencement of the disputed work. Contractor's failure to give written notice within the three (3)-day period constitutes an agreement by Contractor that it will receive no extra compensation for the disputed work and shall constitute a waiver of the right to further pursue the claim under the Contract or at law.

3.11.1.1 Intent. Effective January 1, 1991, Section 20104 et seq., of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial supervised mediation, and judicial arbitration to resolve disputes on construction claims of \$375,000 or less. Effective January 1, 2017, Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Section is to implement Sections 20104 et seq. and Section 9204 of the California Public Contract Code. This Section shall be construed to be consistent with all applicable law, including but not limited to these statutes.

3.11.1.2 Claims. For purposes of this Section, "Claim" means a separate demand by the Contractor for:

(A) An adjustment to the time for completion including, without limitation, for relief from damages or penalties for delay assessed by the Authority;

(B) Payment by the Authority of money or damages arising from Work done by or on behalf of the Contractor pursuant to the Contract, payment for which is not otherwise expressly provided or to which the Contractor is not otherwise entitled; or

(C) An amount the payment of which is disputed by the Authority. A "Claim" does not include any demand for payment for which the Contractor has failed to provide notice, request a Change Order, or otherwise failed to follow any procedures contained in the Contract Documents.

3.11.1.3 Filing Claims. Claims governed by this Section may not be filed unless and until the Contractor completes any and all requirements of the Contract Documents pertaining to notices and requests for changes to the Contract Time or Contract Price, and Contractor's request for a change has been denied in whole or in part. Claims governed by this Section must be filed no later than thirty (30) days after a request for change has been denied in whole or in part or after any other event giving rise to the Claim. The Claim shall be submitted in writing to the Authority and shall include on its first page the following words in 16-point capital font: "THIS IS A CLAIM." The Claim shall include all the information and documents necessary to substantiate the Claim, including but not limited to those identified below. Nothing in this Section

is intended to extend the time limit or supersede notice requirements otherwise provided by Contract Documents. Failure to follow such contractual requirements shall bar any Claims or subsequent proceedings for compensation or payment thereon.

3.11.1.4 Supporting Documentation. The Contractor shall submit all claims in the following format:

(A) Summary description of Claim including basis of entitlement, merit and amount of time or money requested, with specific reference to the Contract Document provisions pursuant to which the Claim is made

(B) List of documents relating to claim:

(1) Specifications

(2) Drawings

(3) Clarifications (Requests for Information)

(4) Schedules

(5) Other

(C) Chronology of events and correspondence

(D) Narrative analysis of claim merit

(E) Analysis of Claim cost, including calculations and supporting documents

(F) Time impact analysis in CPM format

3.11.1.5 Authority's Response. Upon receipt of a Claim pursuant to this Section, the Authority shall conduct a reasonable review of the Claim and, within a period not to exceed 45 days, shall provide the Contractor a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the Claim will be processed and made within 60 days after the Authority issues its written statement.

(A) If the Authority needs approval from its governing body to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the Claim, and the Authority's governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a Claim sent by registered mail or certified mail, return receipt requested, the Authority shall have up to three (3) days following the next duly publicly noticed meeting of the Authority's governing body after the 45-day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

(B) Within 30 days of receipt of a Claim, the Authority may request in writing additional documentation supporting the Claim or relating to defenses or Claims the Authority may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the Authority and the Contractor. The Authority's written response to the Claim, as further documented, shall be submitted to the Contractor within 30 days (if the Claim is less than \$50,000, within 15 days) after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

3.11.1.6 Meet and Confer. If the Contractor disputes the Authority's written response, or the Authority fails to respond within the time prescribed, the Contractor may so notify the Authority, in writing, either within 15 days of receipt of the Authority's response or within 15 days of the Authority's failure to respond within the time prescribed, respectively, and demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, the Authority shall schedule a meet and confer conference within 30 days for settlement of the dispute.

3.11.1.7 Mediation. Within 10 business days following the conclusion of the meet and confer conference, if the Claim or any portion of the Claim remains in dispute, the Authority shall provide the Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the Claim shall be processed and made within 60 days after the Authority issues its written statement. Any disputed portion of the Claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with the Authority and the Contractor sharing the associated costs equally. The public entity and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the Claim has been identified in writing, unless the parties agree to select a mediator at a later time.

(A) If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

(B) For purposes of this Section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this Section.

(C) Unless otherwise agreed to by the Authority and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(D) The mediation shall be held no earlier than the date the Contractor completes the Work or the date that the Contractor last performs Work, whichever is earlier. All unresolved Claims shall be considered jointly in a single mediation unless a new unrelated Claim arises after mediation is completed.

3.11.1.8 Procedures After Mediation. If following the mediation, the Claim or any portion remains in dispute, the Contractor must file a Claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code prior to initiating litigation. For purposes of those provisions, the running of the period of time within which a Claim must be filed shall be tolled from the time the Contractor submits his or her written Claim pursuant to subdivision (a) until the time the Claim is denied, including any period of time utilized by the meet and confer conference.

3.11.1.9 Civil Actions. The following procedures are established for all civil actions filed to resolve Claims of \$375,000 or less:

(A) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the terms of this Contract. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.

(B) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1114.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration. In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

3.11.1.10 Government Code Claim Procedures.

(A) This Section does not apply to tort claims and nothing in this Section is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.5 of Title 1 of the Government Code.

(B) In addition to any and all requirements of the Contract Documents pertaining to notices of and requests for adjustment to the Contract Time, Contract Price, or compensation or payment for additional work, disputed Work, construction claims and/or changed conditions, the Contractor must comply with the claim procedures set forth in Government Code Section 900, et seq. prior to filing any lawsuit against the Authority.

(C) Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to adjustment of the Contract Time or Contract Price for additional work, disputed Work, construction claims, and/or changed conditions have been followed by Contractor. If Contractor does not comply with the Government Code claim procedure or the prerequisite contractual requirements, Contractor may not file any action against the Authority.

(D) A Government Code claim must be filed no earlier than the date the Work is completed or the date the Contractor last performs Work on the Project, whichever occurs first. A Government Code claim shall be inclusive of all unresolved Claims known to Contractor or that should reasonably be known to Contractor excepting only new unrelated Claims that arise after the Government Code claim is submitted.

3.11.1.11 Non-Waiver. The Authority's failure to respond to a Claim from the Contractor within the time periods described in this Section or to otherwise meet the time requirements of this Section shall result in the Claim being deemed rejected in its entirety and shall not constitute a waiver of any rights under this Section.

3.12 Loss and Damage. Except as may otherwise be limited by law, Contractor shall be responsible for all loss and damage which may arise out of the nature of the Work agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the Work, except for exclusions listed in Contractor's bid proposal, until the same is fully completed and accepted by Authority. In the event of damage proximately caused by an Act of God, as defined by Section 7105 of the Public Contract Code, the Authority may terminate this Contract pursuant to the termination provisions provided herein; provided, however, that the Authority needs to provide Contractor with only one (1) day advanced written notice.

3.13 Indemnification.

3.13.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the Authority and their respective officers, agents, employees, volunteers and representatives free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's services, the Project or this Contract, including without limitation the payment of all expert witness fees, attorneys' fees and other related costs and expenses except such Claims caused by the sole or active negligence or willful misconduct of the Authority. Notwithstanding the foregoing, to the extent required by Civil Code section 2782, Contractor's indemnity obligation shall not apply to liability for damages for death or bodily injury to persons, injury to property, or any other loss, damage or expense arising from the sole or active negligence or willful misconduct of the Authority or the Authority's agents, servants, or independent contractors who are directly responsible to the Authority, or for defects in design furnished by those persons.

3.13.2 Additional Indemnity Obligations. Contractor shall defend, with counsel of Authority's choosing and at Contractor's own cost, expense, and risk, any and all Claims covered by this section that may be brought or instituted against the Authority and their respective officers, agents, employees, volunteers and representatives. In addition, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against the Authority and their respective officers, agents, employees, volunteers, and representatives as part of any such claim, suit, action, or other proceeding. Contractor shall also reimburse the Authority for the cost of any settlement paid by the Authority and their respective officers, agents, employees, volunteers, and representatives as part of any such claim, suit, action, or other proceeding. Such reimbursement shall include payment for Authority's attorney's fees and costs, including expert witness fees. Contractor shall reimburse the Authority and their respective officers, agents, employees, volunteers, and representatives, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall survive expiration or termination of this Contract, and shall not be restricted to insurance proceeds, if any, received by the Contractor, the Authority and their respective officers, agents, employees, volunteers and representatives.

3.14 Insurance.

3.14.1 Minimum Requirements. Without limiting Contractor's indemnification of the Authority, and prior to commencement of Work, Contractor shall obtain, provide and maintain at its own expense during the term of this Contract, policies of insurance of the type and amounts described below and in a form that is satisfactory to the Authority.

3.14.1.1 General Liability Insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, and a \$2,000,000 completed operations aggregate. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

3.14.1.2 Automobile Liability Insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Work to be performed under this Contract, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

3.14.1.3 Umbrella or Excess Liability Insurance. Contractor may opt to utilize umbrella or excess liability insurance in meeting insurance requirements. In such circumstances, Contractor may obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury, and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability, automobile liability and employer's liability. Such policy or policies shall include the following terms and conditions:

- (A) A drop-down feature requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;
- (B) Pay on behalf of wording as opposed to reimbursement;
- (C) Concurrency of effective dates with primary policies;
- (D) Policies shall "follow form" to the underlying primary policies; and
- (E) Insureds under primary policies shall also be insureds under the umbrella or excess policies.

3.14.1.4 Workers' Compensation Insurance. Contractor may maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000) for Contractor's employees in accordance with the laws of the State of California, Section 3700 of the Labor Code. In addition, Contractor shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California, Section 3700 for all of the subcontractor's employees. Contractor shall submit to Authority, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the Authority and their respective officers, agents, employees, volunteers, and representatives.

3.14.1.5 Pollution Liability Insurance [Reserved]3.14.1.6 Builder's Risk Insurance. [RESERVED]3.14.2 Other Provisions or Requirements

3.14.2.1 Proof of Insurance. Contractor shall provide certificates of insurance to Authority as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by Authority's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with Authority at all times during the term of this contract.

3.14.2.2 Duration of Coverage. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Contractor, its agents, representatives, employees, or subcontractors. Contractor must maintain general liability and umbrella or excess liability insurance for as long as there is a statutory exposure to completed operations claims. The Authority and their respective officers, agents, employees, volunteers, and representatives shall continue as additional insureds under such policies.

3.14.2.3 Primary/Non-Contributing. Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by Authority shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of Authority before the Authority's own insurance or self insurance shall be called upon to protect it as a named insured.

3.14.2.4 Products/Completed Operations Coverage. Products/completed operations coverage shall extend a minimum of three (3) years after project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the Policy must include work performed "by or on behalf" of the insured. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer. The Authority and their respective officers, agents, employees, volunteers, and representatives shall be included as additional insureds under the Products and Completed Operations coverage.

3.14.2.5 Authority's Rights of Enforcement. In the event any policy of insurance required under this Contract does not comply with these requirements, or is canceled and not replaced, Authority has the right, but not the duty, to obtain the insurance it deems necessary, and any premium paid by Authority will be promptly reimbursed by Contractor, or Authority will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, Authority may cancel this Contract.

3.14.2.6 Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an

assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the Authority's Risk Manager.

3.14.2.7 Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the Authority and their respective officers, agents, employees, volunteers, and representatives, or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against the Authority and their respective officers, agents, employees, volunteers, and representatives and shall require similar written express waivers and insurance clauses from each of its subcontractors.

3.14.2.8 Enforcement of Contract Provisions (non-estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of the Authority to inform Contractor of non-compliance with any requirement imposes no additional obligations on the Authority nor does it waive any rights hereunder.

3.14.2.9 Requirements Not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

3.14.2.10 Notice of Cancellation. Contractor agrees to oblige its insurance agent or broker and insurers to provide the Authority with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

3.14.2.11 Additional Insured Status. General liability, automobile liability, and if applicable, pollution liability policies shall provide or be endorsed to provide that the Authority and their respective officers, agents, employees, volunteers, and representatives shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies. Coverage shall be at least as broad as coverage provided by ISO's Owners, Lessees, or Contractors Additional Insured Endorsement for the ongoing (i.e. ISO Form CG 20 10 07 04) and completed operations (i.e. ISO Form CG 20 37 07 04) of Contractor.

3.14.2.12 Prohibition of Undisclosed Coverage Limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to Authority and approved of in writing.

3.14.2.13 Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

3.14.2.14 Pass Through Clause. Contractor agrees to ensure that its sub-consultants, sub-contractors, and any other party involved with the Project who is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage and

endorsements required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the Project will be submitted to Authority for review.

3.14.2.15 Authority's Right to Revise Requirements. The Authority or its Risk Manager reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the Authority and Contractor may renegotiate Contractor's compensation. If the Authority reduces the insurance requirements, the change shall go into effect immediately and require no advanced written notice.

3.14.2.16 Self-Insured Retentions. Any self-insured retentions are fully the responsibility of Contractor.

3.14.2.17 Timely Notice of Claims. Contractor shall give Authority prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Contract, and that involve or may involve coverage under any of the required liability policies.

3.14.2.18 Additional Insurance. Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.

3.15 Bond Requirements.

3.15.1 Payment Bond. If required by law or otherwise specifically requested by Authority in Exhibit "C" and Exhibit "F" attached hereto and incorporated herein by reference, Contractor shall execute and provide to Authority concurrently with this Contract a Payment Bond in an amount required by the Authority and in a form provided or approved by the Authority. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the Authority.

3.15.2 Performance Bond. If specifically requested by Authority in Exhibit "C" and Exhibit "F" attached hereto and incorporated herein by reference, Contractor shall execute and provide to Authority concurrently with this Contract a Performance Bond in an amount required by the Authority and in a form provided or approved by the Authority. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the Authority.

3.15.3 Bond Provisions. Should, in the Authority's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the effected bond within (ten) 10 days of receiving notice from the Authority. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the Authority, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Contract until any replacement bonds required by this Section are accepted by the Authority. To the extent, if any, that the Total Contract Price is increased in accordance with the Contract, Contractor shall, upon request of the Authority, cause the amount of the bond to be increased accordingly and shall promptly deliver satisfactory

evidence of such increase to the Authority. If Contractor fails to furnish any required bond, the Authority may terminate the Contract for cause.

3.15.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in California Code of Civil Procedure Section 995.120, shall be accepted. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the Authority.

3.16 Warranty. Contractor warrants all Work under the Contract (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the Work) to be of good quality and free from any defective or faulty material and workmanship in accordance with Contractor's applicable written products and services warranties, which are hereby incorporated by reference. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Contract or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the Authority of any defect in the Work or non-conformance of the Work to the Contract, commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the Authority in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its defective Work or which becomes damaged in the course of repairing or replacing defective Work. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one-year period, commencing with the date of acceptance of such corrected Work. Contractor shall perform such tests as the Authority may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the Authority, regardless of whether or not such warranties and guarantees have been transferred or assigned to the Authority by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the Authority. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Contract, or to provide the same, comparable or higher quality products to resolve defective Work, to the reasonable satisfaction of the Authority, the Authority shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the Authority for any expenses incurred hereunder upon demand.

3.17 Employee/Labor Certifications.

3.17.1 Contractor's Labor Certification. By its signature hereunder, Contractor certifies that he is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code and agrees to comply with such provisions before commencing the performance of the Work. A certification form for this purpose, which is attached to this Contract as Exhibit "D" and incorporated herein by reference, shall be executed simultaneously with this Contract.

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

3.17.3 Verification of Employment Eligibility. By executing this Contract, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subcontractors and sub-subcontractors to comply with the same.

3.18 General Provisions.

3.18.1 Authority's Representative. The Authority hereby designates the **Jessica Gonzales, Housing Manager**, or his or her designee, to act as its representative for the performance of this Contract ("Authority's Representative"). Authority's Representative shall have the power to act on behalf of the Authority for all purposes under this Contract except for increasing the Total Contract Price. Contractor shall not accept direction or orders from any person other than the Authority's Representative or his or her designee.

3.18.2 Contractor's Representative. Before starting the Work, Contractor shall submit in writing the name, qualifications, and experience of its proposed representative who shall be subject to the review and approval of the Authority ("Contractor's Representative"). Following approval by the Authority, Contractor's Representative shall have full authority to represent and act on behalf of Contractor for all purposes under this Contract. Contractor's Representative shall supervise and direct the Work, using his best skill and attention, and shall be responsible for all construction means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Work under this Contract. Contractor's Representative shall devote full time to the Project and either he or his designee, who shall be acceptable to the Authority, shall be present at the Work site at all times that any Work is in progress and at any time that any employee or subcontractor of Contractor is present at the Work site. Arrangements for responsible supervision, acceptable to the Authority, shall be made for emergency Work which may be required. Should Contractor desire to change its Contractor's Representative, Contractor shall provide the information specified above and obtain the Authority's written approval.

3.18.3 Termination. This Contract may be terminated by the Authority at any time, either with or without cause, by giving Contractor three (3) days advance written notice. In the event of termination by the Authority for any reason other than the fault of Contractor, the Authority shall pay Contractor for all Work performed up to that time as provided herein. In the event of breach of the Contract by Contractor, the Authority may terminate the Contract immediately without notice, may reduce payment to Contractor in the amount necessary to offset the Authority's resulting damages, and may pursue any other available recourse against Contractor. Contractor may not terminate this Contract except for cause. In the event this Contract is terminated in whole or in part as provided, the Authority may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated. If this Contract is terminated as provided, the Authority may require Contractor to provide all finished or unfinished documents, data, diagrams, drawings, materials, or other matter prepared or built by Contractor in connection with its performance of this Contract. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.18.4 Contract Interpretation. Should any question arise regarding the meaning or import of any of the provisions of this Contract or written or oral instructions from the Authority, the matter shall be referred to the Authority's Representative, whose decision shall be binding upon Contractor.

3.18.5 Anti-Trust Claims. This provision shall be operative if this Contract is applicable to California Public Contract Code Section 7103.5. In entering into this Contract to supply goods, services or materials, Contractor hereby offers and agrees to assign to the Authority all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time the Authority tender final payment to Contractor, without further acknowledgment by the Parties.

3.18.6 Notices. All notices hereunder and communications regarding interpretation of the terms of the Contract or changes thereto shall be provided by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

Contractor: Mohawk Commercial, Inc.
160 S Industrial Blvd
Calhoun, GA 30701
Attn: Brandi Purkey

Authority: Palm Desert Housing Authority
73-510 Fred Waring Drive
Palm Desert, CA 92260-2578
ATTN: Jessica Gonzales, Housing Manager

Any notice so given shall be considered received by the other Party three (3) days after deposit in the U.S. Mail as stated above and addressed to the Party at the above address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.18.7 Time of Essence. Time is of the essence in the performance of this Contract.

3.18.8 Assignment Forbidden. Contractor shall not, either voluntarily or by action of law, assign or transfer this Contract or any obligation, right, title or interest assumed by Contractor herein without the prior written consent of the Authority. If Contractor attempts an assignment or transfer of this Contract or any obligation, right, title or interest herein, Authority may, at its option, terminate and revoke the Contract and shall thereupon be relieved from any and all obligations to Contractor or its assignee or transferee.

3.18.9 No Third-Party Beneficiaries. There are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

3.18.10 Laws; Venue. This Contract shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Contract, the action shall be brought in a state or federal court situated in the County of Riverside, State of California.

3.18.11 Counterparts. This Contract may be executed in counterparts, each of which shall constitute an original.

3.18.12 Successors. The Parties do for themselves, their heirs, executors, administrators, successors, and assigns agree to the full performance of all of the provisions contained in this Contract.

3.18.13 Solicitation. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract. Further, Contractor warrants that it has not paid, nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the Authority shall have the right to terminate this Contract without liability.

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

3.18.15 Certification of License.

3.18.15.1 Contractor certifies that as of the date of execution of this Contract, Contractor has a current contractor's license of the classification indicated below under Contractor's signature.

3.18.15.2 Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

3.18.16 Authority to Enter Contract. Each Party warrants that the individuals who have signed this Contract have the legal power, right and authority to make this Contract and bind each respective Party.

3.18.17 Entire Contract; Modification. This Contract contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings, or agreements. This Contract may only be modified by a writing signed by both Parties.

3.18.18 Non-Waiver. None of the provisions of this Contract shall be considered waived by either party unless such waiver is specifically specified in writing.

Contract No. HA48600

3.18.19 Authority's Right to Employ Other Contractors. The Authority reserves right to employ other contractors in connection with this Project or other projects.

3.18.20 Federal Provisions. Reserved.

[Signatures on Next Page]

Contract No. HA48600

**SIGNATURE PAGE TO SHORT FORM CONSTRUCTION AGREEMENT
BY AND BETWEEN THE PALM DESERT HOUSING AUTHORITY
AND MOHAWK COMMERCIAL, INC.**

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed on the day and year first above written.

PALM DESERT HOUSING AUTHORITY

Signed by:
By: L. Todd Hileman
CE3F366233F0405...
L. Todd Hileman
Executive Director

Attest:

Signed by:
By: Anthony J. Mejia
8063A486729D437...
Anthony J. Mejia
Secretary

Approved as to form:

Signed by:
By: Isra Shah
3820DDF2EAC84B0...
Isra Shah
Best Best & Krieger LLP
Special Council

CONTRACTOR

Signed by:
By: [Signature]
41A1BC795794420...
Its: President
Printed Name: Mike Gallman

Signed by:
By: Alex Munhoz
ABF3EDF46FED42F...
Its: VP Finance
Printed Name: Alex Munhoz

988270
Contractor's License Number and
Classification
1000025095
DIR Registration Number (if applicable)

City Clerk QC: MN

Contracts QC: Initial
JK

Insurance: Initial
CO
Initial Review

Final Approval Initial
CO

Bonds: DS
MN

Contract No. HA48600

EXHIBIT "A"

SERVICES / SCHEDULE

This agreement includes and hereby incorporates in full by reference the Scope of Services as provided in the OMNIA Partners Purchasing Alliance Agreement for Flooring Products and Installation Services Contract No. 2020002149, with Mohawk Commercial, Inc., ("the Piggyback Contract"), and the respective Request for Proposal issued June 24, 2019, and any amendments thereof.

Contract No. HA48600

EXHIBIT "B"

PLANS AND SPECIFICATIONS

This agreement includes and hereby incorporates in full by reference the Scope of Services as provided in the OMNIA Partners Purchasing Alliance Agreement for Flooring Products and Installation Services Contract No. 2020002149, with Mohawk Commercial, Inc., ("the Piggyback Contract"), and the respective Request for Proposal issued June 24, 2019, and any amendments thereof.

Contract No. HA48600

EXHIBIT "C"

SPECIAL CONDITIONS

ARTICLE 1. BONDS

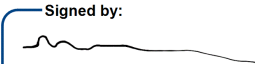
Concurrently with this Contract, the Contractor shall deliver to the Authority four identical counterparts of the Performance Bond and Payment Bond on the forms supplied by the Authority and included as Exhibit "F" to the Contract. The surety supplying the bond must be an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, authorized to do business as such in the State of California and satisfactory to the Authority. The Performance Bond and the Payment Bond shall be for one hundred percent (100%) of the Total Contract Price.

Contract No. HA48600

EXHIBIT "D"**CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION
LABOR CODE - SECTION 1861**

I, the undersigned Contractor, am aware of the provisions of Section 3700, et seq., of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I, the undersigned Contractor, agree to and will comply with such provisions before commencing the performance of the Work on this Contract.

Contractor

By:  Signed by:
41A1BC795794420...
Signature

Mike Gallman
Name (Print)

President Commercial
Title (Print)

Contract No. HA48600

Exhibit "E"

PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See <http://www.dir.ca.gov/PublicWorks/PublicWorks.html> for additional information.

No bid will be accepted, nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Contractor hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.¹

Name of Contractor: Mohawk Commercial, Inc.

DIR Registration Number: 1000025095

DIR Registration Expiration: 06/30/2025

Small Project Exemption: Yes or ☒ No

Unless Contractor is exempt pursuant to the small project exemption, Contractor further acknowledges:

1. Contractor shall maintain a current DIR registration for the duration of the project.
2. Contractor shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
3. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Name of Contractor: _____

Signature: _____

Name and Title: _____

Dated: _____

¹ If the Project is exempt from the contractor registration requirements pursuant to the small project exemption under Labor Code Sections 1725.5 and 1771.1, please mark "Yes" in response to "Small Project Exemption."

**AMENDMENT NO. 1 TO THE SHORT FORM CONSTRUCTION CONTRACT BETWEEN THE
PALM DESERT HOUSING AUTHORITY AND MOHAWK COMMERCIAL, INC.**

1. Parties and Date.

This Amendment No. 1 to the **SHORT FORM CONSTRUCTION CONTRACT, HA48600**, is made and entered into as of this **1st day of July, 2025**, by and between the Palm Desert Housing Authority ("Authority") and **Mohawk Commercial, Inc., a Corporation**, with its principal place of business at **160 S. Industrial Blvd., Calhoun, GA 30701** ("Vendor"). The Authority and Vendor are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. Recitals.

2.1 Agreement. The Authority and **Mohawk Commercial, Inc.** have entered into an agreement entitled "**Short Form Construction Contract, HA 48600**" dated **November 14, 2024** ("Agreement" or "Contract") for the purpose of retaining the services of **Mohawk Commercial, Inc.**, to provide **Procurement and Installation of Floor Coverings and Related Supplies, Equipment, and Services Project**.

2.2 Amendment. The Authority and **Mohawk Commercial, Inc.** desire to amend the Agreement to **increase compensation and extend term**.

2.3 Amendment Authority. This Amendment No. 1 is authorized pursuant to **3.18.17** of the Agreement.

3. Terms.

3.1.1 Term. Section **3.1.2** of the Agreement is hereby amended in its entirety to read as follows:

Term. The term of this Agreement shall be from **July 1, 2025, to June 30, 2026**, unless earlier terminated as provided herein. The Authority shall have the unilateral option, at its sole discretion, to renew this Agreement for no more than three additional one-year terms. Contractor shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of the Agreement if necessary to complete the Service.

3.1.2 Compensation. Section **3.7.1** of the Agreement is hereby amended in its entirety to read as follows:

Amount of Compensation. As consideration for performance of the Work required herein, Authority agrees to pay Contractor the Total Annual Not to Exceed Contract Price **Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00)** ("Total Contract Price") for actual work performed, provided that such amount shall be subject to adjustment pursuant to the applicable terms of this contract or written Change Orders approved and signed in advance by the Authority.

3.2 Continuing Effect of Agreement. Except as amended by this Amendment No. 1, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Amendment No. 1. From and after the date of this Amendment No. 1, whenever the term "Agreement" or "Contract" appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 1.

3.3 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 1.

3.4 Severability. If any portion of this Amendment No. 1 is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5 Counterparts. This Amendment No. 1 may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR AMENDMENT NO. 1 TO SHORT FORM CONSTRUCTION
CONTRACT BETWEEN THE PALM DESERT HOUSING AUTHORITY
AND MOHAWK COMMERCIAL, INC.**

IN WITNESS WHEREOF, the Parties have entered into this Amendment No. 1 to the
SHORT FORM CONSTRUCTION CONTRACT as of the day and year first above written.

PALM DESERT HOUSING AUTHORITY

**MOHAWK COMMERCIAL, INC., A
CORPORATION**

By: _____

Chris Escobedo
Interim Executive Director

By: _____

Mike Gallman
President

Attest:

By: _____

Anthony J. Mejia
Secretary

By: _____

Alex Munhoz
VP Finance

Approved as to form:

By: _____

Isra Shah
Best Best & Krieger LLP
Special Counsel

Clerks QC: _____

Contracts QC: _____

Insurance:

Initial Review

Final Review

**HOUSING COMMISSION
PALM DESERT HOUSING AUTHORITY
STAFF REPORT**

MEETING DATE: June 11, 2025

PREPARED BY: Celina Cabrera, Senior Management Analyst

SUBJECT: CONSIDER AWARD OF CONTRACT TO FRED ROCK POOLS, INC., FOR
POOL AND SPA MAINTENANCE AND ADDITIONAL WORK AT PALM
DESERT HOUSING AUTHORITY PROPERTIES

RECOMMENDATION:

Recommend to the Palm Desert Housing Authority Board to:

1. Award a maintenance services agreement to Fred Rock Pools, Inc. (Fred Rock), for Pool Maintenance at an annual cost of \$191,240.00, subject to CPI increases if budget allows, for a two-year term with three one-year extension options.
2. Authorize additional work for pool and spa repairs and emergency response in an annual amount not to exceed \$60,000.
3. Authorize Special Counsel to make necessary non-monetary changes to the agreement.
4. Authorize the Executive Director to execute agreement, amendments, changes, and all documents necessary to effectuate this action, in accordance with Section 3.30.170 of the Palm Desert Municipal Code (PDMC).

BACKGROUND/ANALYSIS:

The Housing Authority ("Authority") oversees the maintenance of 16 pools and 7 spas across 11 of the 15 Housing Authority properties. These bodies of water are commercial facilities requiring daily service and pH balancing to remain in compliance with Riverside County Health regulations. Failure to perform these services could result in closures and potential health and safety risks to residents and the public.

The Authority completed a 5-year contract with our long-time pool maintenance contractor, Service First, on December 31, 2024. On October 16, 2024, staff solicited proposals for pool maintenance and repair contractor. Only one bid was submitted, which was by Service First, in the amount of \$380,818.44 annually. The annual contract amount of the term ending December 31, 2024, was \$138,573.11. This bid was rejected at the December 12, 2024, Authority Board meeting.

To ensure the continuity of services and best interest of the Authority, public health, safety, and welfare, local qualified contractors were contacted for an interim six-month agreement from January 1, 2025, to June 30, 2025. V.M. Pools was awarded an interim contract in the amount of \$95,400.00 and \$15,000 in additional services. On May 15, 2025, the Authority Board approved an increase totaling \$35,000 for additional services.

Housing Commission
Palm Desert Housing Authority
Award Contract for Pool Maintenance and Repair at PDHA Properties

On March 21, 2025, a Request for Proposal (“RFP”) was published in the Desert Sun newspaper as well as advertised for proposals through the City’s bid management portal OpenGov (2025-RFP-170). Four proposals were received on April 24, 2025. Staff from Housing, Purchasing, and Capital Improvement Projects divisions evaluated the proposals based on clarity, work plan, experience, and cost proposal. One of the four proposals was disqualified because the cost proposal was confirmed with the contractor to be based off three days of service a week when the RFP requires seven-day service. The remaining three proposals are as follows:

Proposer	Aggregate Evaluation Score	Proposal Amount	Additional Work	Total Amount
Fred Rock Pools, Inc.	59.25	\$191,240	\$60,000	\$251,240
V.M. Pool Services & Repair	49.75	\$187,200	\$60,000	\$247,200
Desert Blue Pool Service	49.5	\$296,400	\$60,000	\$356,400

Fred Rock scored highest in the categories of clarity and conformance of the proposal and demonstrated experience. Fred Rock’s proposal is evaluated to be in the best interest of the Authority. The proposal demonstrated a plan to assess the conditions and the equipment of each of the properties, clearly outlines how logs will be kept and delivered, as well as outlining a preventative maintenance program. The current pool contractor, V.M. Pools, has demonstrated repeated deficiencies in meeting the expected standards of service. Specifically, staff and property management have had to regularly monitor and follow up on the contractor’s performance to ensure that daily maintenance and cleanliness requirements are met. This level of oversight has proven unsustainable and inconsistent with the quality of service expected.

Staff is additionally requesting a not-to-exceed amount of \$60,000.00 for additional services. Additional services are provided on an as needed basis and consist of all repairs and actions outside of the regular maintenance contract. Such services would include emergency call outs, equipment repairs and replacements (pumps, heating elements, skimmer, filters, etc.), treatment of fecal matter, removal of rodents and pests, leaks, groundwater runoff, etc. This amount is intended to provide flexibility for addressing unforeseen but necessary repairs to the Authority’s pools and spas, while ensuring the overall contract limit is not exceeded.

The requested amount exceeds the standard 20% due to a noticeable increase in both the frequency of equipment failures at the facilities and the rising cost of replacement parts. For example, replacing a heating element is approximately \$5,500, excluding prevailing wage labor, and a circulation pump costs around \$3,000, also excluding labor. As these are commercial facilities, the equipment endures significantly higher usage than residential systems, resulting in more frequent wear and replacement. Each body of water includes one of each of these critical components, further justifying the need for a higher allocation.

FINANCIAL IMPACT:

Funds have been included in the Housing Authority Fiscal Year 2025/26 proposed budget in the appropriate Authority accounts for each of the properties. There is no financial impact on the general fund from this action.

ATTACHMENTS:

1. Draft Maintenance Services Agreement
2. Draft Payment and Performance Bonds
3. Fred Rock Pools, Inc. Proposal

**PALM DESERT HOUSING AUTHORITY
MAINTENANCE SERVICES AGREEMENT**

1. Parties and Date. This Agreement is made and entered into this **12th** day of **June, 2025**, by and between the Palm Desert Housing Authority, a Public Body, Corporate and Politic, a political subdivision organized under the laws of the State of California with its principal place of business at 73-510 Fred Waring Drive, Palm Desert, California 92260-2578, ("Authority") and **Fred Rock Pools, Inc., a Corporation**, with its principal place of business at **68090 Bella Vista Rd, Cathedral City, CA 92235** ("Vendor"). The Authority and Vendor are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. Recitals.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain maintenance services required by the Authority on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing maintenance services to public clients, that it and its subcontractors have all necessary licenses and permits to perform the services in the State of California, and that it is familiar with the plans of Authority. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of Authority. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

2.2 Project.

The Authority is in need of services for the following project:

Commercial Pool and Spa Maintenance and Repair Project
hereinafter referred to as "the Project").

3. Terms.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the Authority all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the maintenance services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state, and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from **July 1, 2025, to June 30, 2027**, unless earlier terminated as provided herein. The Authority shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than 3 additional one-year terms. Contractor shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Responsibilities of Contractor.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods, and details of performing the Services subject to the requirements of this

Agreement. The Authority retains Contractor on an independent contractor basis and not as an employee. Any personnel performing the Services under this Agreement on behalf of Contractor shall not be employees of City and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Contractor shall perform the Services in a prompt and timely manner in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. Upon request of Authority, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of Authority.

3.2.4 Authority's Representative. The Authority hereby designates **Jessica Gonzales, Housing Manager**, or his or her designee, to act as its representative for the performance of this Agreement ("Authority's Representative"). Authority's Representative shall have the power to act on behalf of the Authority for all purposes under this Agreement except for increasing compensation. Contractor shall not accept direction or orders from any person other than the Authority's Representative or his or her designee.

3.2.5 Contractor's Representative. Contractor hereby designates **Alfredo Esparza, President**, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.6 Coordination of Services. Contractor agrees to work closely with Authority staff in the performance of Services and shall be available to Authority's staff, consultants, and other staff at all reasonable times.

3.2.7 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees, and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City of Palm Desert Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Contractor shall perform, at its own cost and expense and without reimbursement from the Authority, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors who is determined by

the Authority to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.8 Period of Performance and Liquidated Damages. Contractor shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Contractor shall perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be provided separately in writing to the Contractor. Contractor agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such completion schedule or Project milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage. Pursuant to Government Code Section 53069.85, Contractor shall pay to the City as fixed and liquidated damages, and not as a penalty, the sum of **Five Hundred and 00/100 Dollars (\$500.00)** per day for each and every calendar day of delay beyond the Performance Time or beyond any completion schedule or Project milestones established pursuant to this Agreement.

3.2.9 Disputes. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do or respecting the size of any payment to Contractor during the performance of this Contract, Contractor shall continue to perform the Work while said dispute is decided by the Authority. If Contractor disputes the City's decision, Contractor shall have such remedies as may be provided by law.

3.2.10 Laws and Regulations; Employee/Labor Certifications. Contractor shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with the Services and this Agreement. All violations of such laws and regulations shall be grounds for the Authority to terminate the Agreement for cause. The Authority is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Agreement to the same extent as though set forth herein and will be complied with.

3.2.10.1 Employment Eligibility; Contractor. Contractor certifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time and shall require all subconsultants and sub-subconsultants to comply with the same. Contractor certifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement and shall not violate any such law at any time during the term of the Agreement.

3.2.10.2 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code and agrees to comply with such provisions before commencing the performance of the Services.

3.2.10.3 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer, and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.2.10.4 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the California Air Resources Board (CARB). Contractor shall specifically be aware of the CARB limits and requirements' application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify City against any fines or penalties imposed by CARB or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

3.2.10.5 Water Quality Management and Compliance. To the extent applicable, Contractor's Services must account for, and fully comply with, all local, state and federal laws, rules and regulations that may impact water quality compliance, including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); laws, rules and regulations of the Environmental Protection Agency and the State Water Resources Control Board; the City's ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State. Failure to comply with the laws, regulations and policies described in this Section is a violation of law that may subject Contractor to penalties, fines, or additional regulatory requirements.

3.2.11 Insurance.

3.2.11.1 Minimum Requirements. Without limiting Contractor's indemnification of Authority, and prior to commencement of the Services, Contractor shall obtain, provide, and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form that is satisfactory to Authority.

(A) General Liability Insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(B) Automobile Liability Insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each

accident. The City's Risk Manager may modify this requirement if it is determined that Consultant will not be utilizing a vehicle in the performance of his/her duties under this Agreement.

(C) Umbrella or Excess Liability Insurance. Contractor may opt to utilize umbrella or excess liability insurance in meeting insurance requirements. In such circumstances, Contractor may obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury, and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability and employer's liability. Such policy or policies shall include the following terms and conditions:

- (a) A drop-down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;
- (b) Pay on behalf of wording as opposed to reimbursement;
- (c) Concurrence of effective dates with primary policies; and
- (d) Policies shall "follow form" to the underlying primary policies.
- (e) Insureds under primary policies shall also be insureds under the umbrella or excess policies.

(D) Workers' Compensation Insurance. Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000). Contractor shall submit to Authority, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the Authority, its elected or appointed officers, and their respective agents, officials, employees, volunteers, and representatives.

(E) Fidelity Coverage. RESERVED

(F) Cyber Liability Insurance. RESERVED

G) Pollution Liability Insurance. Environmental Impairment Liability Insurance shall be written on a Contractor's Pollution Liability form or other form acceptable to the Authority providing coverage for liability arising out of sudden, accidental, and gradual pollution and remediation. The policy limit shall be no less than \$1,000,000 dollars per claim and in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as "covered operations". The policy shall provide coverage for the hauling of waste from the Project site to the final disposal location, including non-owned disposal sites.

3.2.11.2 Other Provisions and Requirements.

(A) Proof of Insurance. Contractor shall provide certificates of insurance to Authority as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by Authority's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with Authority at all times during the term of this

contract. The Authority reserves the right to require complete, certified copies of all required insurance policies, at any time.

(B) Duration of Coverage. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by Contractor, his/her agents, representatives, employees, or subconsultants.

(C) Primary/Non-Contributing. Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by Authority shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of Authority before the Authority's own insurance or self-insurance shall be called upon to protect it as a named insured.

(D) Authority's Rights of Enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications, or is canceled and not replaced, Authority has the right, but not the duty, to obtain the insurance it deems necessary, and any premium paid by Authority will be promptly reimbursed by Contractor, or Authority will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, Authority may cancel this Agreement.

(E) Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the Authority's Risk Manager.

(F) Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the Authority, its elected or appointed officers, and their respective agents, officials, employees, volunteers, and representatives, or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against the Authority, its elected or appointed officers, and their respective agents, officials, employees, volunteers, and representatives, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

(G) Enforcement of Contract Provisions (non estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of the Authority to inform Contractor of non-compliance with any requirement imposes no additional obligations on the Authority nor does it waive any rights hereunder.

(H) Requirements Not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Contractor maintains higher limits than the minimums shown above, the Authority requires and shall be entitled to coverage for the higher limits

maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Authority.

(I) Notice of Cancellation. Contractor agrees to oblige its insurance agent or broker and insurers to provide Authority with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(J) Additional Insured Status. General liability, automobile liability, and if applicable, pollution liability and cyber liability, policies shall provide or be endorsed to provide that the Authority, its elected or appointed officers, and their respective agents, officials, employees, volunteers, and representatives, shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(K) Prohibition of Undisclosed Coverage Limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to Authority and approved of in writing.

(L) Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(M) Pass Through Clause. Contractor agrees to ensure that its sub-consultants, sub-contractors, and any other party involved with the Project who is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the Project will be submitted to Authority for review.

(N) Authority's Right to Revise Specifications. The Authority or its Risk Manager reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in cost to the Contractor, the Authority and Contractor may renegotiate Contractor's compensation. If the Authority reduces the insurance requirements, the change shall go into effect immediately and require no advanced written notice.

(O) Self-Insured Retentions. Any self-insured retentions must be declared to and approved by the Authority. The Authority reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the Authority.

(P) Timely Notice of Claims. Contractor shall give the Authority prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(Q) Additional Insurance. Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

3.2.12 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions, where applicable, shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.13 Bonds.

3.2.13.1 Performance Bond. If required by law or otherwise specifically requested by Authority in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to Authority concurrently with this Agreement a Performance Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the Authority. If such bond is required, no payment will be made to Contractor until it has been received and approved by the Authority.

3.2.13.2 Payment Bond. If required by law or otherwise specifically requested by Authority in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to Authority concurrently with this Agreement a Payment Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the Authority. If such bond is required, no payment will be made to Contractor until it has been received and approved by the Authority.

3.2.13.3 Bond Provisions. Should, in Authority's sole opinion, any bond become insufficient, or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within ten (10) days of receiving notice from Authority. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the Authority, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Agreement until any replacement bonds required by this Section are accepted by the Authority. To the extent, if any, that the total compensation is increased in accordance with the Agreement, the Contractor shall, upon request of the Authority, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the Authority. To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the total compensation, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety. If the Contractor fails to furnish any required bond, the Authority may terminate this Agreement for cause.

3.2.13.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, shall be accepted. The surety must be a California-admitted surety with a current A.M. Best's rating no less than A:VIII and

satisfactory to the Authority. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the Authority.

3.2.14 Accounting Records. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of Authority during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.2.15 Work Sites.

3.2.15.1 Inspection of Site. Contractor shall visit sites where Services are to be performed and shall become acquainted with all conditions affecting the Services prior to commencing the Services. Contractor shall make such examinations as it deems necessary to determine the condition of the work sites, its accessibility to materials, workmen and equipment, and to determine Contractor's ability to protect existing surface and subsurface improvements. No claim for allowances—time or money—will be allowed as to such matters after commencement of the Services.

3.2.15.2 Field Measurements. Contractor shall make field measurements, verify field conditions, and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract, including any plans, specifications, or scope of work before commencing Services. Errors, inconsistencies, or omissions discovered shall be reported to the Authority immediately and prior to performing any Services or altering the condition.

3.2.15.3 Hazardous Materials and Differing Conditions. Should Contractor encounter material reasonably believed to be polychlorinated biphenyl (PCB) or other toxic wastes, hazardous substances and hazardous materials as defined in California state or federal law at the site which have not been rendered harmless, the Contractor shall immediately stop work at the affected area and shall report the condition to the Authority in writing. The Authority shall contract for any services required to directly remove and/or abate PCBs, hazardous substances, other toxic wastes, and hazardous materials, and shall not require the Contractor to subcontract for such services. The Services in the affected area shall not thereafter be resumed except by written agreement of the Authority and Contractor.

3.2.16 Loss and Damage. Contractor shall be responsible for all loss and damage which may arise out of the nature of the Services agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the Services until the same is fully completed and accepted by Authority.

3.2.17 Warranty. Contractor warrants all Services under the Agreement (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance, Contractor shall within ten (10)

days after being notified in writing by the Authority of any defect in the Services or non-conformance of the Services to the Agreement, commence and prosecute with due diligence all Services necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the Authority in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the work (or work of other contractors) damaged by its defective Services or which becomes damaged in the course of repairing or replacing defective work. For any work so corrected, Contractor's obligation hereunder to correct defective work shall be reinstated for an additional one (1) year period, commencing with the date of acceptance of such corrected work. Contractor shall perform such tests as the Authority may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers, and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the Authority, regardless of whether or not such warranties and guarantees have been transferred or assigned to the Authority by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the Authority. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the reasonable satisfaction of the Authority, the Authority shall have the right to correct and replace any defective or non-conforming work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the Authority for any expenses incurred hereunder upon demand.

3.3 Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **One Hundred Ninety One Thousand Two Hundred and Forty and 00/100 Dollars (\$191,240.00)** without written approval of the Authority Board or Executive Director, as applicable. The City may request additional work at rates and manner as set forth in this Agreement on an as needed basis as specified in Section 3.3.2. Contractor shall not perform Extra Work, shall not presume extra work will be guaranteed, nor be compensated for Extra Work without written authorization from the City. Work performed as Extra Work shall not exceed the annual amount of **Sixty Thousand and 00/100 Dollars (\$60,000.00)**. Contractor shall not be reimbursed for any expenses unless authorized by the Authority Board or Executive Director, as applicable.

3.3.2 Payment of Compensation. Contractor shall submit to Authority monthly invoices which provides a detailed description of the Services and hours rendered by Contractor. Authority shall, within thirty (30) days of receiving such statement, review the statement and pay all non-disputed and approved charges. Contractor shall submit its final invoice to Authority within thirty (30) days from the last date of provided Services or termination of this Agreement and failure by the Contractor to submit a timely invoice shall constitute a waiver of its right to final payment. Payment shall not constitute acceptance of any Services completed by Contractor. The making of final payment shall not constitute a waiver of any claims by the Authority for any reason whatsoever.

3.3.2.1 Retainer. (Reserved)

3.3.3 Deductions. Authority may deduct or withhold, as applicable, from each progress payment an amount necessary to protect Authority from loss because of: (1) stop payment notices as allowed by state law; (2) unsatisfactory prosecution of the Services by Contractor; (3) sums representing expenses, losses, or damages as determined by the Authority, incurred by the Authority for which Contractor is liable under the Agreement; and (4) any other sums which the Authority is entitled to recover from Contractor under the terms of the Agreement or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the Authority to deduct any of these sums from a progress payment shall not constitute a waiver of the Authority's right to such sums.

3.3.4 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by Authority.

3.3.5 Extra Work. At any time during the term of this Agreement, Authority may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by Authority to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from Authority's Representative.

3.3.6 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Authority shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request and shall post copies at the Contractor's principal place of business and at the Project site. Contractor shall defend, indemnify, and hold the Authority, its elected or appointed officers, and their respective agents, officials, employees, volunteers and representatives free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

3.3.7 Registration/DIR Compliance. If the Services are being performed as part of an applicable "public works" or "maintenance" project, and if the total compensation is \$15,000 or more, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subcontractors performing such Services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Project and require the same of any subcontractors, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements.

Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Services, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay and shall not be compensable by the Authority. Contractor shall defend, indemnify, and hold the Authority, its elected or appointed officers, and their respective agents, officials, employees, volunteers, and representatives free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

3.4 Termination of Agreement.

3.4.1 Grounds for Termination. Authority may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those Services which have been adequately rendered to Authority, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

3.4.2 Effect of Termination. If this Agreement is terminated as provided herein, Authority may require Contractor to provide all finished or unfinished information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.4.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, Authority may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5 General Provisions.

3.5.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Contractor: Fred Rock Pools, Inc.
P.O Box 1266
Cathedral City, CA 92235
ATTN: **Alfredo Esparza, President**

Authority: Palm Desert Housing Authority
73-510 Fred Waring Drive
Palm Desert, CA 92260-2578
ATTN: **Jessica Gonzales, Housing Manager**

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.2 Indemnification.

3.5.2.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the Authority, its elected or appointed officers, and their respective agents, officials, employees, volunteers and representatives free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all expert witness fees, attorneys' fees and other related costs and expenses except such Claims caused by the sole or active negligence or willful misconduct of the Authority.

3.5.2.2 Additional Indemnity Obligations. Contractor shall defend, with counsel of Authority's choosing and at Contractor's own cost, expense, and risk, any and all Claims covered by this section that may be brought or instituted against the Authority, its elected or appointed officers, and their respective agents, officials, employees, volunteers and representatives. In addition, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against the Authority, its elected or appointed officers, and their respective agents, officials, employees, volunteers, and representatives as part of any such claim, suit, action, or other proceeding. Contractor shall also reimburse Authority for the cost of any settlement paid by the Authority, its elected or appointed officers, and their respective agents, officials, employees, volunteers, and representatives as part of any such claim, suit, action, or other proceeding. Such reimbursement shall include payment for Authority's attorney's fees and costs, including expert witness fees. Contractor shall reimburse the Authority, its elected or appointed officers, and their respective agents, officials, employees, volunteers, and representatives, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the Contractor, the Authority, its elected or appointed officers, and their respective agents, officials, employees, volunteers, and representatives.

3.5.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County. In addition to any and all Agreement requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the Authority. Such Government Code claims, and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the Authority.

3.5.4 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.5 Authority's Right to Employ Other Contractors. Authority reserves right to employ other contractors in connection with this Project.

3.5.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.7 Assignment or Transfer. Contractor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the Authority. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.8 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not workdays. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to the Authority include its elected or appointed officers, and their respective agents, officials, employees, volunteers, and representatives except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.5.9 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.10 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.5.11 No Third-Party Beneficiaries. Except to the extent expressly provided for in Section 3.5.7, there are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

3.5.12 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

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

3.5.14 Cooperation; Further Acts. The Parties shall fully cooperate with one another and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.15 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.16 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.5.17 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings, or agreements. This Agreement may only be modified by a writing signed by both parties.

[SIGNATURES ON NEXT PAGE]

**SIGNATURE PAGE TO MAINTENANCE SERVICES AGREEMENT
BY AND BETWEEN THE PALM DESERT HOUSING AUTHORITY
AND FRED ROCK POOLS, INC.**

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed on the day and year first above written.

PALM DESERT HOUSING AUTHORITY

**FRED ROCK POOLS INC. , A
CORPORATION**

By: _____

Chris Escobedo
Interim Executive Director

By: _____

Alfredo Esparza
President

Attest:

By: _____

Anthony J. Mejia
Secretary

By: _____

Maggie Rojo
Secretary

CSLB 924163 C-53

Contractor's License Number and
Classification

Approved as to form:

2000007385

DIR Registration Number (*if applicable*)

By: _____

Isra Shah
Best Best & Krieger LLP
Special Counsel

Clerks QC: _____

Contracts QC: _____

Insurance:

Initial Review

Final Review

Bonds

EXHIBIT "A"

SCOPE OF SERVICES

ROUTINE MAINTENANCE SERVICES

DAILY MAINTENANCE

Perform **daily** and year-round service of all pools and spas at the properties as required by Riverside County Health Department Standards and any other governing entity. NO EXCEPTIONS.

Daily services include, but not limited to:

- Clean and chemical balance bodies of water
- Check and adjust chlorine, pH, and other chemical levels as required to maintain water quality.
- Skim, vacuum, brush, and empty baskets of all pools and spas.
- Remove debris caused by all maintenance activities on the same working day that such debris is accumulated.
- Inspect and maintain detailed records/logs on all pools, spas, and equipment including detailed logs of chemical levels and work performed each day.
- Ensure compliance with Riverside County Environmental Health Department Standards, California Department of Public Health, and any other health regulations regarding pool safety and water quality.
- Furnish all pool chemicals related to daily operations of the Authority pools and spas.
- Maintain and adjust chemical controllers to include calibration and standardization; automatic pool leveling equipment, including valves, floating weirs and skimmer checks.
- **On-site storage of chemicals is prohibited;** except as required to be kept on site by a health and/or safety regulatory body. Documentation must be presented to validate a request to store chemicals on site.
- A log of every service, including date and time, along with repair made shall be submitted to property management *weekly*.

PREVENTATIVE EQUIPMENT MAINTENANCE

- Inspect and perform maintenance of pool pumps, filters, heaters, mechanical, electrical and related equipment.
- Log and bring to the attention of the Authority of identified potential issues.
- Lubricate moving parts, replace seals, and clean filters as needed.

- Communicate with the Authority and property management regarding the conditions of all pools, spas, and equipment by providing a **monthly** report.

EQUIPMENT ROOM INSPECTION AND MAINTENANCE

- The contractor shall keep the equipment rooms at each property clean and tidy manner.
- If repairs to the equipment room are recommended, such recommendation must be made to the Authority and property management.

CHEMICALS

- **On-site storage of chemicals is strictly prohibited;** except as required to be on-site by a health and/or safety regulatory body. Documentation must be presented to validate a request to store chemicals on site.
- Handling of pool and spa chemicals must comply with the guidelines set forth by the California Division of Occupational Safety and Health (Cal/OSHA) and other safety regulatory bodies.

REPAIRS AND ADDITIONAL SERVICES

REPAIRS

Repairs outside of preventative maintenance is outside of the daily maintenance required and described above.

- Written estimates shall be submitted for approval prior to the purchase of parts and/or installation thereof.
- Estimates shall be detailed and include a minimum of the following: property name, pool/spa identification number, part number, cost per unit, warranty information, and prevailing wage statement.
- All repairs, including the replacement of damaged and malfunctioning components of equipment such as pumps, motors, lighting, control systems, as well as replacement of filters are outside of the regular maintenance agreement and are considered Additional Services.
- Additional service is a separate item from normal contractual duties. The contractor is expected to complete the daily maintenance duties and extra work shall not interfere with nor delay these duties.

REPAIR LOGGING AND DOCUMENTATION

- Maintain a comprehensive log of all repairs conducted, including date, time, nature of the issue, actions taken, and parts replaced.
- Submit monthly repair reports to property management detailing all maintenance and repair activities.

- Ensure that all repair logs are accessible to the Authority and property management upon request for review and audit purposes.

WARRANTY MANAGEMENT

- Provide documentation of all warranties for parts and labor associated with repairs.
- Manage warranty claims on behalf of the Authority, ensuring timely resolution and replacement of faulty components.
- Maintain a record of all warranty information and provide updates to the Authority as warranties expire or are renewed.

EMERGENCY RESPONSE

- An emergency that is causing a hazard to the public or property must be responded to within two (2) hours. Failure to do so may result in monetary deductions from the monthly billing.
- Provide emergency repair services with a response time of 2 hours for issues posing immediate safety hazards or significant operational disruptions.
- Establish a 24/7 emergency contact protocol.
- Emergency response work should be limited to the level required to mitigate an emergency and further repairs should be completed during normal working hours.
- Emergency response is a separate item from normal contractual duties and is considered an additional service. The contractor is expected to complete the daily maintenance duties and responding to an emergency shall not interfere with nor delay these duties.

PAYMENT FOR ADDITIONAL SERVICES

- Additional Services will be billed according to the Extra Work Pricing Schedule provided and submitted as part of the Firm's RFP response.
- Materials will be reimbursed at the rate of cost plus 15%.
- Response to emergency service shall be paid at the contract rate for extra work.

EXHIBIT “B”

SCHEDULE OF SERVICES

The term of this Agreement shall be from July 1, 2025, to June 30, 2027, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than three (3) additional one-year terms. Contractor shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services

EXHIBIT "C"

COMPENSATION

The total annual compensation shall not exceed **One Hundred Sixty Three Thousand Nine Hundred Sixty Eight and 00/100 Dollars (\$191,240.00)** per fiscal year and may only be adjusted for Consumer Price Index for all Urban Consumers (CPI-U) for the Riverside-San Bernardino-Ontario, CA Region rate for the 12-month period ending May, with written approval from the Housing Authority Board or Executive Director following FY 2027-28, as applicable and if budget allows. Payment and Performance Bonds apply and will follow.

PRICE TABLES

DAILY MAINTENANCE COST PROPOSAL

The undersigned, hereby declare that they have carefully examined the location of the proposed work, familiarized themselves with the local conditions affecting the cost of the work, and have read and examined the terms and conditions for the following project: "COMMERCIAL POOL AND SPA MAINTENANCE AND REPAIR SERVICE AT APARTMENT COMPLEXES" The undersigned, hereby propose to furnish all labor, materials, equipment, tools, transportation, and services, and to discharge all duties and obligations necessary and required to perform and complete the Project in strict accordance with the Vendor Price Quote. It is understood that the price shown herein includes all routine and daily maintenance described in the Scope of Services of the RFP and shall be inclusive of all costs for the Proposer to accomplish the work. For each item, the averaged one-month maintenance cost shall be indicated, and the total of these costs shall be extended for the two-year term of the Agreement:

YEARLY COST PROPOSAL

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	California Villas 77-107 California Drive (1) Swimming Pool	1	Year	\$11,400.00	\$11,400.00
2	California Villas 77-107 California Drive (1) Spa	1	Year	\$3,600.00	\$3,600.00
3	Candle Wood 74000 Shadow Mountain Drive (1) Swimming Pool	1	Year	\$8,760.00	\$8,760.00
4	Candle Wood 74000 Shadow Mountain Drive (1) Spa	1	Year	\$3,600.00	\$3,600.00
5	Carlos Ortega Villas 77-915 Avenue of the States (1) Swimming Pool	1	Year	\$8,760.00	\$8,760.00
6	Catalina Gardens 73-600A Catalina Way (1) Swimming Pool	1	Year	\$8,760.00	\$8,760.00
7	Desert Pointe 43-805 Monterey Avenue (1) Swimming Pool	1	Year	\$8,760.00	\$8,760.00
8	Laguna Palms 73875 Santa Rosa Way (1) Swimming Pool	1	Year	\$8,760.00	\$8,760.00
9	Las Serenas 73-315 Country Club Drive (3) Swimming Pools	1	Year	\$34,200.00	\$34,200.00
10	Las Sernas 73-315 Country Club Drive (1) Spa	1	Year	\$3,600.00	\$3,600.00
11	Neighbors 73-535 Santa Rosa Way (1) Swimming Pool	1	Year	\$8,760.00	\$8,760.00
12	One Quail Place 72-600 Fred Waring Drive (4) Swimming Pools	1	Year	\$50,760.00	\$50,760.00
13	One Quail Place 72-600 Fred Waring Drive (4) Spas	1	Year	\$14,000.00	\$14,000.00
14	Taos Palms 44-830 Las Palmas Avenue (1) Swimming Pool	1	Year	\$8,760.00	\$8,760.00
15	The Pueblos 73-695 Santa Rosa Way (1) Swimming Pool	1	Year	\$8,760.00	\$8,760.00
TOTAL					\$191,240.00

ADDITIONAL SERVICES COST PROPOSAL

Extra/Additional Work and/or Emergency Responses are subject to Authority authorization. Written estimates shall be submitted for approval prior to the purchase of parts and/or installation thereof. Provide hourly costs associated with the types of services listed that are outside of the scope of daily maintenance:

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Response to emergency call out within 2 hours of notification	1	Hourly	\$150.00	\$150.00
2	Emergency Equipment Repairs (safety hazard resulting from callout)	1	Hourly	\$100.00	\$100.00
3	Equipment Repairs Outside of Daily Maintenance	1	Hourly	\$100.00	\$100.00
4	Extra work not pertaining to normal maintenance service.	1	Hourly	\$100.00	\$100.00
5	Other extra work outside of routine maintenance	1	Hourly	\$100.00	\$100.00
TOTAL					\$550.00

EXHIBIT “D”

REQUEST FOR PROPOSAL PUBLISHED MARCH 21, 2025

REQUEST FOR PROPOSAL

2025-RFP-170

COMMERCIAL POOL AND SPA MAINTENANCE AND REPAIR
SERVICE AT APARTMENT COMPLEXES



City of Palm Desert

73-510 Fred Waring Drive

Palm Desert, CA 92260

RELEASE DATE: March 21, 2025

DEADLINE FOR QUESTIONS: April 14, 2025

RESPONSE DEADLINE: April 24, 2025, 4:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://procurement.opengov.com/portal/cityofpalmdesert>

Exhibit “D”

City of Palm Desert
REQUEST FOR PROPOSAL
Commercial Pool and Spa Maintenance and Repair Service at Apartment
Complexes

I.	Background and Introduction
II.	Notice Inviting Proposals
III.	Scope of Services
IV.	Requests for Clarification
V.	Content and Format of Proposal.....
VI.	Selection Process
VII.	Evaluation Criteria
VIII.	Submittal Requirements
IX.	General Conditions
X.	Protests.....

Attachments:

- A - List of Properites with Pools and Spas
- B - Cost Proposal
- C - Draft Maintenance Services Agreement
- D - Draft Payment and Performance Bonds

Request For Proposal #2025-RFP-170

Title: Commercial Pool and Spa Maintenance and Repair Service at Apartment Complexes

1. Background and Introduction

1.1. Summary

The Palm Desert Housing Authority ("Authority") is requesting proposals from qualified firms ("Proposers") for Commercial Pool and Spa Maintenance and Repair Service at Apartment Complexes ("Services") to establish a two year Maintenance Services Agreement ("Agreement") with an option to renew for three additional years. The agreement would become effective July 1, 2025.

To serve and promote the welfare of its residents, the Authority intends to procure the Services, as described below:

The Authority is requesting proposals to provide: Pool and Spa Maintenance and Repair Services for several of the Authority affordable residential properties ("Properties") throughout the City of Palm Desert. A list of pools and spas are described in Attachment A. The successful Proposer shall provide all necessary management, supervision, labor, training, parts, tools, equipment, materials, vehicles, and supplies required to provide the Services as defined in the RFP and consistent with generally accepted practices. The successful Proposer must possess the necessary contractor license, C-53 Swimming Pool Contractor, to perform the Services at the time of award. Proposers must examine the sites and become acquainted with all conditions affecting the work and Services required. In submitting a proposal, Proposers warrant that they have made such site examination as they deem necessary to determine the condition of the site, its accessibility to material, workmen and equipment, and to determine the proposer's ability to protect existing surface and subsurface improvements. Site examinations will be coordinated with property management. Property managers are Falkenberg Gilliam Associates (FGA) and can be reached at (760) 674-1139...

1.2. Background

The City Council of the City of Palm Desert ("City Council") has determined that there is a need for a housing authority within City limits. Consequently, the Authority was established. The Authority is a public agency functioning as a separate legal entity from the City of Palm Desert ("City") whose objective is to serve and promote the welfare of its residents. The members of the City Council constitutes the governing body of the Authority, which is known as the "Authority Board". The Authority Board meets every second and fourth Thursdays of the month at Palm Desert City Hall, which is located at 73-510 Fred Waring Drive.

The Authority owns 15 affordable housing properties in the City of Palm Desert which amounts to 1,114 units. The properties are managed by a contracted property management group which is responsible for the day-to-day operations of the properties.

The City is a charter city in the State of California and was incorporated in 1973. The City is a thriving community of approximately 50,000 full-time and 32,000 seasonal residents. It is located in the Coachella Valley in eastern Riverside County, the City is part of the low desert region of Southern California. The City features big-city resources in a friendly, small-town setting, offering first class educational opportunities, as well as safe and clean streets, in addition to plentiful shopping and community events. Palm Desert is considered the geographical, educational and retail center of the Coachella Valley.

Request For Proposal #2025-RFP-170

Title: Commercial Pool and Spa Maintenance and Repair Service at Apartment Complexes

1.3. Contact Information**Project Contact:****Celina Cabrera**

Management Analyst

Email: ccabrera@cityofpalmdesert.orgPhone: [\(760\) 776-6449](tel:(760)776-6449)**Procurement Contact:****John Ramont**

Deputy Director, Finance

Email: jramont@cityofpalmdesert.orgPhone: [\(760\) 776-6308](tel:(760)776-6308)**Department:**

Finance Department

1.4. Timeline

The above scheduled dates are tentative and Authority retains the sole discretion to adjust the above schedule. Nothing set forth herein shall be deemed to bind Authority to award a contract for the Services and Authority retains the sole discretion to cancel or modify any part of or all of this RFP at any time.

Release of Request for Proposal	March 21, 2025
Pre-Proposal Meeting (Non-Mandatory)	April 8, 2025, 11:30am Palm Desert City Hall, Administrative Conference Room, 73-510 Fred Waring Drive, Palm Desert CA 92260
Last Day to Submit Questions for Clarification	April 14, 2025, 3:00pm
Clarifications Issued by City on or before	April 17, 2025, 5:00pm
Deadline for Receipt of Proposals submitted on or before	April 24, 2025, 4:00pm

2. Notice Inviting Proposals**2.1. NOTICE****RFP No.:** 2025-RFP-170

4

Exhibit "D"

Request For Proposal #2025-RFP-170

Title: Commercial Pool and Spa Maintenance and Repair Service at Apartment Complexes

Project Title: Commercial Pool and Spa Maintenance and Repair Service at Apartment Complexes

Project No. (if applicable): N/A

PUBLIC NOTICE IS HEREBY GIVEN that proposals will be received by the Palm Desert Housing Authority ("Authority") electronically through the City of Palm Desert's ("City") online bid management provider ("OpenGov Procurement"), until 4:00 pm, Thursday, April 24, 2025. Proposals may not be submitted by fax, email, telephone, mail, hand delivery, or other means; any proposals received through any means other than OpenGov Procurement will be returned to the proposer unopened.

The Authority is requesting proposals to provide: The Palm Desert Housing Authority requires daily service at our affordable residential apartment complexes.

The award of this contract is subject to available budget adequate to carry out the provisions of the proposed Agreement including the identified scope of work. The Authority reserves the right to reject any or all proposals determined not to be in the best interest of the Authority.

The Palm Desert Housing Authority is committed to inclusion and diversity and welcomes proposals and bids from contractors, consultants, and vendors of all faiths, creeds, ancestries, and ethnicities without regard to disability, gender identity, sexual orientation, or immigration status. The Authority condemns and will not tolerate prejudice, racism, bigotry, hatred, bullying, or violence towards any group within or outside of our community.

2.2. SCOPE OF SERVICES

The Services sought under this Request for Proposals ("RFP") are set forth in more detail in the Scope of Services Section, incorporated herein by this reference. Notwithstanding the inclusion of such Services in the Scope of Services Section, the final scope of Services negotiated between Authority and the successful Proposer shall be set forth in the Professional Services Agreement ("Agreement") executed by and between Authority and the successful Proposer. A copy of the Agreement is attached and incorporated herein by this reference.

2.3. PREVAILING WAGE

- A. Certain labor categories under this project may be subject to prevailing wages as identified in the State of California Labor Code commencing at sections 1720 et seq. and 1770 et seq. If applicable, employees working in these categories at the site must be paid not less than the basic hourly rates of pay and fringe benefits established by the California Department of Industrial Relations. Copies of the State of California wage schedules are available for review at www.dir.ca.gov/dlsr/. In addition, a copy of the prevailing rate of per diem wages will be made available at the Finance Department upon request. The successful proposer shall post a copy of the prevailing wage rates at each job site. It shall be mandatory upon the proposer to whom the contract is awarded, and upon any subcontractors, to comply with all Labor Code provisions, which include but are not limited to the payment of not less than the said specified prevailing wage rates to all workers employed by them in the execution of the contract, employment of apprentices, hours of labor and debarment of contractors and subcontractors.

5

Request For Proposal #2025-RFP-170

Title: Commercial Pool and Spa Maintenance and Repair Service at Apartment Complexes

- B. Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations ("DIR"). No proposal will be accepted, nor any contract entered into without proof of the proposer's and subcontractors' current registration with the DIR to perform public work. If awarded a contract, the proposer and its subcontractors, of any tier, shall maintain active registration with the DIR for the duration of the project. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1. The contract awarded pursuant to this proposal may also be subject to compliance monitoring and enforcement by the DIR.

2.4. REGISTRATION

Interested proposers may register as vendors and download the Request for Proposals ("RFP"). To register, visit the City's electronic bidding website, [OpenGov Procurement](#), and proceed to "Subscribe" as a vendor with the Authority to receive new project notifications. Interested proposers may "Follow" the RFP to view and/or download the RFP details, receive addenda alerts and notices, and draft and submit a response.

2.5. PRE-PROPOSAL MEETING

For this RFP, there is **no** pre-proposal meeting.

3. Scope of Services

3.1. ROUTINE MAINTENANCE SERVICES

DAILY MAINTENANCE

Perform **daily** and year-round service of all pools and spas at the properties as required by Riverside County Health Department Standards and any other governing entity. NO EXCEPTIONS.

Daily services include, but not limited to:

- Clean and chemical balance bodies of water
- Check and adjust chlorine, pH, and other chemical levels as required to maintain water quality.
- Skim, vacuum, brush, and empty baskets of all pools and spas.
- Remove debris caused by all maintenance activities on the same working day that such debris is accumulated.
- Inspect and maintain detailed records/logs on all pools, spas, and equipment including detailed logs of chemical levels and work performed each day.

Request For Proposal #2025-RFP-170

Title: Commercial Pool and Spa Maintenance and Repair Service at Apartment Complexes

- Ensure compliance with Riverside County Environmental Health Department Standards, California Department of Public Health, and any other health regulations regarding pool safety and water quality.
- Furnish all pool chemicals related to daily operations of the Authority pools and spas.
- Maintain and adjust chemical controllers to include calibration and standardization; automatic pool leveling equipment, including valves, floating weirs and skimmer checks.
- **On-site storage of chemicals is prohibited;** except as required to be kept on site by a health and/or safety regulatory body. Documentation must be presented to validate a request to store chemicals on site.
- A log of every service, including date and time, along with repair made shall be submitted to property management *weekly*.

PREVENTATIVE EQUIPMENT MAINTENANCE

- Inspect and perform maintenance of pool pumps, filters, heaters, mechanical, electrical and related equipment.
- Log and bring to the attention of the Authority of identified potential issues.
- Lubricate moving parts, replace seals, and clean filters as needed.
- Communicate with the Authority and property management regarding the conditions of all pools, spas, and equipment by providing a **monthly** report.

EQUIPMENT ROOM INSPECTION AND MAINTENANCE

- The contractor shall keep the equipment rooms at each property clean and tidy manner.
- If repairs to the equipment room are recommended, such recommendation must be made to the Authority and property management.

CHEMICALS

- **On-site storage of chemicals is strictly prohibited;** except as required to be on-site by a health and/or safety regulatory body. Documentation must be presented to validate a request to store chemicals on site.
- Handling of pool and spa chemicals must comply with the guidelines set forth by the California Division of Occupational Safety and Health (Cal/OSHA) and other safety regulatory bodies.

3.2. REPAIRS AND ADDITIONAL SERVICES

REPAIRS

Request For Proposal #2025-RFP-170

Title: Commercial Pool and Spa Maintenance and Repair Service at Apartment Complexes

Repairs outside of preventative maintenance is outside of the daily maintenance required and described above.

- Written estimates shall be submitted for approval prior to the purchase of parts and/or installation thereof.
- Estimates shall be detailed and include a minimum of the following: property name, pool/spa identification number, part number, cost per unit, warranty information, and prevailing wage statement.
- All repairs, including the replacement of damaged and malfunctioning components of equipment such as pumps, motors, lighting, control systems, as well as replacement of filters are outside of the regular maintenance agreement and are considered Additional Services.
- Additional service is a separate item from normal contractual duties. The contractor is expected to complete the daily maintenance duties and extra work shall not interfere with nor delay these duties.

REPAIR LOGGING AND DOCUMENTATION

- Maintain a comprehensive log of all repairs conducted, including date, time, nature of the issue, actions taken, and parts replaced.
- Submit monthly repair reports to property management detailing all maintenance and repair activities.
- Ensure that all repair logs are accessible to the Authority and property management upon request for review and audit purposes.

WARRANTY MANAGEMENT

- Provide documentation of all warranties for parts and labor associated with repairs.
- Manage warranty claims on behalf of the Authority, ensuring timely resolution and replacement of faulty components.
- Maintain a record of all warranty information and provide updates to the Authority as warranties expire or are renewed.

EMERGENCY RESPONSE

- An emergency that is causing a hazard to the public or property must be responded to within two (2) hours. Failure to do so may result in monetary deductions from the monthly billing.
- Provide emergency repair services with a response time of 2 hours for issues posing immediate safety hazards or significant operational disruptions.

Request For Proposal #2025-RFP-170

Title: Commercial Pool and Spa Maintenance and Repair Service at Apartment Complexes

- Establish a 24/7 emergency contact protocol.
- Emergency response work should be limited to the level required to mitigate an emergency and further repairs should be completed during normal working hours.
- Emergency response is a separate item from normal contractual duties and is considered an additional service. The contractor is expected to complete the daily maintenance duties and responding to an emergency shall not interfere with nor delay these duties.

PAYMENT FOR ADDITIONAL SERVICES

- Additional Services will be billed according to the Extra Work Pricing Schedule provided and submitted as part of the Firm's RFP response.
- Materials will be reimbursed at the rate of cost plus 15%.
- Response to emergency service shall be paid at the contract rate for extra work.

3.3. PRE-CONTRACT INSPECTIONS

The Contractor is expected to:

- Examine the sites and become acquainted with all conditions affecting the work. In submitting a Proposal.
- Proposers warrant that they have made site examination as they deem necessary to determine the condition of the site, its accessibility to materials, equipment, and to determine the proposer's ability to protect existing surface and subsurface improvements.
- Prior to the commencement of the contract, the Contractor will perform mandatory acceptance walk-through inspection of the pool areas and equipment rooms with property management.
- Pool, spa, and equipment rooms shall be inspected and properly documented as to their equipment health and status.
- Deficiencies and items requiring immediate attention shall be identified and reported to the Authority and property management within the first 30 days of the contract initiation.
- Estimates for immediate correction shall be submitted promptly for approval and for immediate correction upon contract commencement.
- Costs for immediate correction, reported in the first 30 days, are outside of the daily maintenance and additional services contracted amount.
- All inspections, identified deficiencies, and estimates for repair are required in the first 30 days of the commencement of the contract. After 30 days, the pool, spa, and equipment rooms are the responsibility of the Contractor.

9

Request For Proposal #2025-RFP-170

Title: Commercial Pool and Spa Maintenance and Repair Service at Apartment Complexes

3.4. COMPANY QUALIFICATIONS

Proposals shall be considered from responsible organizations or individuals engaged in the performance of Pool and Spa Maintenance and Repair. The contract will be awarded only to a responsible Contractor which shall meet the minimum of the following standards:

- The company shall have a minimum of five (5) years of experience in commercial pool and spa, maintenance and repair; workers shall have a minimum of two (2) years of experience.
- Possess all necessary licenses, certifications, and insurance coverage required by the State of California, the County of Riverside, and the City of Palm Desert.
- Demonstrated knowledge of local, state, county, and federal regulations related to pool safety and maintenance.
- Be knowledgeable of principles, standard practices, methods, tools, materials, and techniques required and the ability to maintain and repair commercial swimming pool filtration systems, chemical pumps & control systems, heaters and other related equipment and structures.
- Firms must demonstrate they have the skills and capability necessary to understand methods and techniques of water sterilization, chlorination, and pH balancing, occupational hazards and standard safety practices.
- Have the knowledge and skills necessary to safely use hazardous chemicals; maintain, repair and diagnose problems relating to the pools at the Properties.
- Provide appropriate equipment and labor for the execution of all maintenance activities. The Authority reserves the right to inspect and/or approve any equipment used in this contract. If the Authority deems the equipment to be in disrepair or inappropriate to the task at hand, the Authority may require that the equipment be removed from the job site and replaced with a different piece of equipment.
- Provide personnel fully trained and certified in all phases of pool and water feature maintenance and chemical acquisition activities for the Authority Properties.
- Provide personnel capable of effective verbal communication with the Authority representatives. If the Authority deems personnel to be inadequate to accomplish the task at hand, the Authority may require that the personnel be removed from the job site and replaced with personnel demonstrating the appropriate level of job knowledge, skills, and verbal communication to effectively accomplish the Services.
- Perform preventive maintenance and repairs of all aspects of the Authority pools, spas, and equipment ensures that repairs comply with applicable manufacturer's specifications and procedures.
- Strong reputation for quality service, with references.

Request For Proposal #2025-RFP-170

Title: Commercial Pool and Spa Maintenance and Repair Service at Apartment Complexes

- Ability to provide daily maintenance services, including staffing and logistical capabilities to meet this requirement.
- Proven experience in managing repair logs and warranty information for commercial properties.
- Be able to comply with the required performance schedule.
- Have a satisfactory record of contractual performance.
- Be qualified and eligible to receive an award to deliver chemicals under all applicable laws and regulations, and licensing requirements.
- Proposer is not allowed to subcontract these Services.

3.5. LICENSE AND CERTIFICATION REQUIREMENTS

At the time that the proposal is submitted, Firm shall possess and maintain current and valid, at the Firm's own expense, the following:

- C – 53 Pool Contractor license
- City of Palm Desert Business License.
- Department of Industrial Relations registered.
- Any other permits and licenses required to comply with the city, county, state or federal laws for the work activities performed, including the use of chemicals.

4. Requests for Clarification

All questions, requests for interpretations or clarifications, either administrative or technical must be requested in writing VIA THE "Q&A" tab through the Authority's online bid management provider ("[OpenGov-Procurement](#)").

All written questions, if answered, will be answered in writing, conveyed to all interested firms, and posted through [OpenGov-Procurement](#). Oral statements regarding this RFP by any persons should be considered unverified information unless confirmed in writing. To ensure a response, questions must be received in writing by 3:00 pm (local time) on Monday, April 14, 2025.

5. Content and Format of Proposal

5.1. Proposal (WITHOUT COST)*

Proposals shall be concise, well organized and demonstrate qualifications and applicable experience. Proposals shall be organized and include page numbers for all pages in the proposal. The proposal shall be uploaded here, in the following order and shall include:

A. Cover Letter

Request For Proposal #2025-RFP-170

Title: Commercial Pool and Spa Maintenance and Repair Service at Apartment Complexes

1. This letter should briefly introduce the firm, summarize the firm's general qualifications, include an executive summary of the specific approach which will be used to deliver the work scope; and identify the individual(s) name, address and phone number authorized to negotiate Agreement terms and compensation.

B. Experience and Technical Competence

1. **Background:** Provide history of the firm's consulting experience which specifically addresses the individual or firm's experience with similar Service as described in this RFP.
2. **References:** The proposal shall include a list of recently completed projects that are similar in scope and function to this RFP. Provide a description of the project, client name, and the name, title, and telephone number of the primary contact person.

C. Firm Staffing and Key Personnel

1. **Staffing:** Provide the number of staff to be assigned to perform the Services and the names/discipline/job title of each as well as your firm's capacity to provide additional personnel as needed.
2. **Key Personnel:** Identify key persons that will be principally responsible for working with the Authority. Indicate the role and responsibility of each individual.
3. **Team Organization:** Describe proposed team organization, including identification and responsibilities of key personnel.
4. **Subcontractors:** The Proposer shall identify functions that are likely to be subcontracted and identify the subcontractor that is anticipated to perform each function.

D. Proposed Method to Accomplish the Work

1. Describe the technical and management approach to providing the Services to the Authority. Proposer should take into account the scope of the Services, and general functions required. Include a draft first year schedule of tasks, milestones, and deliverables that will provide for timely provision of the Services. In reviewing the scope of Services and goals described herein, the Proposer may identify additional necessary tasks and is invited to bring these to the Authority's attention within the discussion of its proposed method to accomplish the work.

*Response required

5.2. Fee Proposal*

Please provide a lump-sum, not-to-exceed fee proposal for the scope of Services. The fee proposal shall include hourly rates for all personnel for "Additional Work" (as such term is defined in the proposed Agreement attached herein).

*Response required

Request For Proposal #2025-RFP-170

Title: Commercial Pool and Spa Maintenance and Repair Service at Apartment Complexes

5.3. Non-Collusion Declaration*

The undersigned declares:

I am an authorized representative of my company, the party making the foregoing Bid, to certify the following.

The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid Price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid Price, or of that of any other Bidder. All statements contained in the Bid are true. The Bidder has not, directly or indirectly, submitted his or her Bid Price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

☐ Please confirm

*Response required

5.4. Enter your California Department of Industrial Relations (DIR) Registration number*

Please enter your Public Works Contractor DIR Number. This will be verified against the state database.

*Response required

5.5. Type of Business*

- ☐ C Corporation (if corporation, two signatures are required)
- ☐ S Corporation (if corporation, two signatures are required)
- ☐ Limited Liability C Corporation (if corporation, two signatures are required)
- ☐ Partnership
- ☐ Limited Liability Partnership
- ☐ Sole Proprietor/Individual
- ☐ Other

*Response required

Request For Proposal #2025-RFP-170

Title: Commercial Pool and Spa Maintenance and Repair Service at Apartment Complexes

5.6. Litigation*

Provide litigation history for any claims filed by your firm or against your firm related to the provision of Services in the last five (5) years (or type "N/A").

*Response required

5.7. Changes to Agreement*

The Authority standard professional services agreement contract is included as an attachment herein. The Proposer shall identify any objections to and/or request changes to the standard contract language in this section of the proposal (or type "N/A"). If you are identifying changes here **ALSO** upload a copy of the redlined Language/Agreement with your Proposal. Changes requested may effect the Authority's decision to enter into an Agreement.

*Response required

5.8. No Deviations from the RFP*

In submitting a proposal in response to this RFP, Proposer is certifying that it takes no exceptions to this RFP including, but not limited to, the Agreement. If any exceptions are taken, such exceptions must be clearly noted here, and may be reason for rejection of the proposal. As such, Proposer is directed to carefully review the proposed Agreement and, in particular, the insurance and indemnification provisions therein (or type "N/A").

Maximum response length: 5000 characters

*Response required

5.9. Project Team Resumes*

Submit resumes of all key personnel/support staff that will produce work product for the Services. Describe their qualifications, education, and professional licensing.

*Response required

5.10. List the Signatory(s) Authorized to Sign and Bind an Agreement.*

(If two (2) signatures are required, include the following information for both signatories)

- A. Full Name
- B. Title
- C. Physical Business Address
- D. Email Address
- E. Phone Number

*Response required

Request For Proposal #2025-RFP-170

Title: Commercial Pool and Spa Maintenance and Repair Service at Apartment Complexes

5.11. Certification of Proposal: The undersigned hereby submits its proposal and, by doing so, agrees to furnish services in accordance with the Request for Proposal (RFP), and to be bound by the terms and conditions of the RFP.*

☐ Please confirm

*Response required

6. Selection Process

- A. During the evaluation process, the Authority reserves the right, where it may serve the Authority's best interest, to request additional information or clarifications from Proposers, or to allow corrections of errors or omissions.
- B. It is the Authority's intent to select a Proposer best evidencing demonstrated competence and professional qualification to perform the Services. The Authority reserves the right to reject all proposals, select by proposal review only or interview as needed. Certain Proposers may be selected to make a brief presentation and oral interview after which a final selection will be made. The successful Proposer will be selected on the basis of information provided in the RFP, in-person presentations, and the results of the Authority's research and investigation. Upon selection of a Proposer, the Authority will endeavor to negotiate a mutually agreeable Maintenance Services Agreement with the selected Proposer. In the event that the Authority is unable to reach Agreement, the Authority will proceed, at its sole discretion, to negotiate with the next Proposer selected by the Authority. The Authority reserves the right to contract for services in the manner that most benefits the Authority including awarding more than one contract if desired.
- C. After negotiating a proposed Agreement that is fair and reasonable, Authority staff will make the final recommendation to the Authority Board concerning the proposed Agreement. The Authority Board has the final authority to approve or reject the Agreement.

7. Evaluation Criteria

The Authority will evaluate proposals based on the following criteria:

7.1. Phase 1

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	Clarity and conformance of proposal to the RFP	0-5 Points	15 (18.8% of Total)
2.	Work Plan and Demonstrated Understanding of Scope	0-5 Points	25 (31.3% of Total)
3.	Proposer's experience and performance	0-5 Points	20 (25% of Total)

15

Request For Proposal #2025-RFP-170

Title: Commercial Pool and Spa Maintenance and Repair Service at Apartment Complexes

4.	Cost Proposal for Regular Maintenance	0-5 Points	20 (25% of Total)
----	---------------------------------------	------------	----------------------

7.2. Phase 2

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	Cost Proposal for Additional Services	0-5 Points	20 (100% of Total)

8. Submittal Requirements

8.1. General

It is strongly recommended that the Proposer submit proposals in the format identified in this RFP to allow the Authority to fully evaluate and compare the proposal. All requirements and questions in the RFP should be addressed and all requested data shall be supplied. The Authority reserves the right to request additional information which, in the Authority's opinion, is necessary to assure that the Proposer's competence, number of qualified employees, business organization, and financial resources are adequate to perform according to the Agreement.

8.2. Preparation

Proposals should be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Responses should emphasize the Proposer's demonstrated capability to perform the Services. Expensive bindings and promotional materials, etc., are not necessary or desired. However, technical literature that supports the approach to providing the Services and work plan should be forwarded as part of the proposal. Emphasis should be concentrated on completeness, approach to the work and clarity of proposal.

8.3. Site Examination

Proposers may visit the Authority and its physical facilities to determine the local conditions which may in any way affect the performance of the work; familiarize themselves with all federal, state and local laws, ordinances, rules, regulations, and codes affecting the performance of the work; make such investigations, as it may deem necessary for performance of the Services at its proposal price within the terms of the Agreement; and correlate its observations, investigations, and determinations with the requirements of the Agreement.

8.4. Authorization

The proposal shall be signed by an individual, partner, officer or officers authorized to execute legal documents on behalf of the Proposer.

8.5. Confidentiality of Proposal

Proposals submitted in response to this RFP shall be held confidential by Authority and shall not be subject to disclosure under the California Public Records Act (Cal. Government Code section 6250 et seq.) until after either Authority and the successful Proposer have completed negotiations and entered into an

Request For Proposal #2025-RFP-170

Title: Commercial Pool and Spa Maintenance and Repair Service at Apartment Complexes

Agreement or Authority has rejected all proposals. All correspondence with the Authority including responses to this RFP will become the exclusive property of the Authority and will become public records under the California Public Records Act. The Authority will have no liability to the Proposer or other party as a result of any public disclosure of any proposal or the Agreement.

If a Proposer desires to exclude a portion of its proposal from disclosure under the California Public Records Act, the Proposer must mark it as such and state the specific provision in the California Public Records Act which provides the exemption as well as the factual basis for claiming the exemption. For example, if a Proposer submits trade secret information, the Proposer must plainly mark the information as "Trade Secret" and refer to the appropriate section of the California Public Records Act which provides the exemption as well as the factual basis for claiming the exemption. If a request is made for information marked "Confidential", "Trade Secret" or "Proprietary" ("Proprietary Information"), the Authority will provide Proposers who submitted the information with reasonable notice to seek protection from disclosure by a court of competent jurisdiction. Proposer shall have five (5) working days after receipt of such notice to give Authority written notice of Proposer's objection to the Authority's release of Proprietary Information. Proposer shall indemnify, defend and hold harmless the Authority, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information.

Proposals which indiscriminately identify all or most of the proposal as exempt from disclosure without justification may be deemed unresponsive and disqualified from further participation in this RFP.

8.6. Submittal Instructions

The proposal must be received no later than 4:00 pm, on or before Thursday, April 24, 2025 through the City's electronic bidding system, OpenGov Procurement. It is solely the responsibility of Proposer to see that its proposal is properly submitted in [#Content and Format of Proposal](#) in proper form and prior to the stated closing time. The City's electronic bidding system will not accept late proposals. The Authority will only consider proposals that have transmitted successfully and have been sent an email with a time stamp from the City's electronic bidding system indicating that the proposal was submitted successfully. Proposers shall be solely responsible for informing themselves with respect to the proper utilization of the City's electronic bidding system, ensuring the capability of their computer system to upload the required documents, and the stability of their internet service. Failure of the Proposer to successfully submit an electronic proposal shall be at the Proposer's sole risk, and no relief will be given for late and/or improperly submitted proposals.

Proposers experiencing any technical difficulties with the proposal submission process may contact OpenGov Procurement Support using the instant help chat function (located at the bottom right of the screen while on the website) during business hours, or by emailing support@procurennow.com. Neither the Authority nor OpenGov Procurement make any guarantee as to the timely availability of assistance or assurance that any given problem will be resolved by the proposal submission date and/or time.

9. General Conditions

Request For Proposal #2025-RFP-170

Title: Commercial Pool and Spa Maintenance and Repair Service at Apartment Complexes

9.1. Amendments to RFP

The Authority reserves the right to amend the RFP or issue to all Proposers addenda to answer questions for clarification.

9.2. Amendments to Proposals

Unless specifically requested by the Authority, no amendment, addendum or modification will be accepted after a proposal has been submitted to Authority. If a change to a proposal that has been submitted is desired, the submitted proposal must be withdrawn and the replacement proposal submitted prior to the deadline stated herein for receiving proposals.

9.3. Non-Responsive Proposals

A proposal may be considered non-responsive if conditional, incomplete, or if it contains alterations of form, additions not called for, or other irregularities that may constitute a material change to the proposal.

9.4. Costs for Preparing

The Authority will not compensate any Proposer for the cost of preparing any proposal, and all materials submitted with a proposal shall become the property of the Authority. The Authority will retain all proposals submitted and may use any idea in a proposal regardless of whether that proposal is selected.

9.5. Cancellation of RFP

Authority reserves the right to cancel this RFP at any time prior to contract award without obligation in any manner for proposal preparation, interview, fee negotiation or other marketing costs associated with this RFP.

9.6. Price Validity

Prices provided by Proposers in response to this RFP are valid for 180 days from the proposal due date. The Authority intends to award the contract within this time but may request an extension from the Proposers to hold pricing, until negotiations are complete, and the contract is awarded.

9.7. No Commitment to Award

Issuance of this RFP and receipt of proposals does not commit the Authority to award a contract. Authority expressly reserves the right to postpone the proposal for its own convenience, to accept or reject any or all proposals received in response to this RFP, to negotiate with more than one Proposer concurrently, or to cancel all or part of this RFP.

9.8. Right to Negotiate and/or Reject Proposals

Authority reserves the right to negotiate any price or provision, task order or service, accept any part or all of any proposals, waive any irregularities, and to reject any and all, or parts of any and all proposals, whenever, in the sole opinion of Authority, such action shall serve its best interests and those of the tax-paying public. The Agreement, if any is awarded, will go to the Proposer whose proposal best meets Authority's requirements.

Request For Proposal #2025-RFP-170

Title: Commercial Pool and Spa Maintenance and Repair Service at Apartment Complexes

9.9. Non-Discrimination

The Authority does not discriminate on the basis of race, color, national origin, religion, age, ancestry, medical condition, disability or gender in consideration for an award of contract.

The Authority's commitment to diversity and inclusion can be found [here](#).

10. **Protests**

The procedures set forth in this section are mandatory and are the sole and exclusive remedy of a bidder, proposer or other vendor to dispute the award of a contract that the city solicits through a competitive process. A protest that does not comply with these procedures with these procedures may be summarily rejected and the person submitting the protest shall be deemed to have waived all rights to relief.

10.1. Protests of Solicitation Method

By submitting a bid, proposal or other application for a contract award, the bidder, proposer or other vendor shall be deemed to have waived all rights to challenge the city's method for procuring the contract or any discrepancy in the solicitation process or documents. Bidders, proposers, or vendors may submit bids, proposals or other applications under protest. Protests under this section shall be submitted in writing to the official designated to receive the bid, proposal or other application and shall contain a full summary of the factual and legal basis for the protest.

10.2. Waiver

Any person that: (1) did not directly submit a bid or proposal, (2) is not responsible or qualified to receive the contract, (3) failed to submit a responsive bid or proposal, (4) is not in line to receive the contract or is otherwise ineligible to receive the contract, (5) is otherwise not beneficially interested in the award, or (6) fails to submit a timely protest shall be deemed to have waived the right to protest the award of the contract. Any protest deemed waived will be subject to summary rejection without further consideration and the person will have no right to any relief.

10.3. Protests of Award

A bidder, proposer or other vendor applying for a city contract through a competitive process may submit a written protest of the award of the contract. The protest shall identify and explain the factual and legal grounds for the protest. Any grounds not raised in the written protest are deemed waived by the protesting bidder.

10.4. Timing of Protest of Award

Protests shall be submitted in writing to the official designated to receive the bid, proposal or other application within the following times:

- A. If of another bidder, within five (5) calendar days after the bid opening date.
- B. If the NO VALUE makes a recommendation to the City Council/Housing Authority to award a proposal or other application, then within five (5) calendar days following the issuance of the recommendation and prior to the date of the award.

19

Request For Proposal #2025-RFP-170

Title: Commercial Pool and Spa Maintenance and Repair Service at Apartment Complexes

- C. If in response to a notice of intent to reject a bid, proposal or other application, then within five (5) calendar days following the issuance of the notice of intent.

10.5. Protest Review and Response

If the protest is timely and complies with the above requirements, the NO VALUE shall review the protest, any response from the challenged bidder, proposer or other vendor, and all other relevant information. The NO VALUE will provide a written decision to the protester in a reasonable amount of time. If the protest is in response to a recommendation of award to the NO VALUE then the protest will be considered concurrently with the award of the contract, and the approval authority's action is final.

10.6. Conflicts

The protest procedures contained in this section shall not apply if a particular solicitation contains a different protest procedure. This section does not limit or eliminate a claimant's obligations under the Government Claims Act, Government Code Section 900 et seq.

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the Palm Desert Housing Authority (hereinafter referred to as "Authority") has awarded to Fred Rock Pools, Inc. (hereinafter referred to as the "Contractor") an agreement for Commercial Pool and Spa Maintenance and Repair Project (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated June 12, 2025, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, Fred Rock Pools, Inc., the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the Authority in the sum of One Hundred Ninety One Thousand Two Hundred and Forty and 00/100 Dollars, (\$191,240.00), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the Authority, its elected or appointed officers, and their respective agents, officials, employees, volunteers and representatives, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by Authority, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the Authority from loss or damage resulting from or caused by defective materials or faulty workmanship, Surety shall undertake and faithfully fulfill all such obligations. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the Authority's rights or the Contractor or Surety's obligations under the Contract, law, or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever Contractor shall be, and is declared by the Authority to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the Authority's option:

- (1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or

Exhibit "C"

- (2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the Authority, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the Authority under the Contract and any modification thereto, less any amount previously paid by the Authority to the Contractor and any other set offs pursuant to the Contract Documents.
- (3) Permit the Authority to complete the Project in any manner consistent with local, California and federal law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the Authority under the Contract and any modification thereto, less any amount previously paid by the Authority to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the Authority may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the Authority, when declaring the Contractor in default, notifies Surety of the Authority's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project, including but not limited to the provisions of sections 2819 and 2845 of the California Civil Code.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20____.

(Corporate Seal)

Contractor/ Principal

By: _____

Printed name: Alfredo V. Esparza

Title: Owner/President

(Corporate Seal) Surety

By: _____

Printed Name: _____

Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached.

The rate of premium on this bond is _____ per thousand. The total amount of premium charges, \$_____.

(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of Agent or Representative for service of process in California, if different from above)

(Telephone number of Surety and Agent or Representative for service of process in California)

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPAAUTHORITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- ☐ Individual
☐ Corporate Officer

Title(s)

Title or Type of Document

- ☐ Partner(s) ☐ Limited
☐ General

Number of Pages

- ☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Date of Document

Signer is representing:
Name Of Person(s) Or Entity(ies)

Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for Contractor/Principal.

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPAAUTHORITY CLAIMED BY SIGNER

- ☐ Individual
☐ Corporate Officer

Title(s)

- ☐ Partner(s) ☐ Limited
 ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of-Attorney to local representatives of the bonding company must also be attached.

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS That

WHEREAS, the Authority of Palm Desert (hereinafter designated as the "Authority"), by action taken or a resolution passed June 12, 2025, has awarded to Fred Rock Pools, Inc., hereinafter designated as the "Principal," a contract for the work described as follows:

Commercial Pool and Spa Maintenance and Repair (the "Project").; and

WHEREAS, the work to be performed by the Principal is more particularly set forth in the Contract Documents for the Project dated June 12, 2025, ("Contract Documents"), the terms and conditions of which are expressly incorporated by reference; and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the Authority in the penal sum of One Hundred Ninety One Thousand Two Hundred and Forty and 00/100 Dollars, (\$191,240.00) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 9100 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by Authority in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or

attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or Authority and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned and the provisions of sections 2819 and 2845 of the California Civil Code.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

(Corporate Seal)

Contractor/ Principal

By: _____

Printed name: Alfredo V. Esparza

Title: Owner/President

(Corporate Seal) Surety

By: _____

Printed Name: _____

Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached. A Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capaAuthority(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPAAUTHORITY CLAIMED BY SIGNER

- ☐ Individual
☐ Corporate Officer

Title(s)

- ☐ Partner(s) ☐ Limited
 ☐ General

- ☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for Contractor/Principal.

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPAAUTHORITY CLAIMED BY SIGNER

- ☐ Individual
☐ Corporate Officer

Title(s)

- ☐ Partner(s) ☐ Limited
☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of-Attorney to local representatives of the bonding company must also be attached.



[FRED ROCK POOLS, INC.] RESPONSE DOCUMENT REPORT

RFP No. 2025-RFP-170-1

Commercial Pool and Spa Maintenance and Repair Service at Apartment Complexes - Updated Pricing Proposal

RESPONSE DEADLINE: May 20, 2025 at 4:00 pm

Report Generated: Saturday, May 24, 2025

Fred Rock Pools, Inc. Response

CONTACT INFORMATION

Company:

Fred Rock Pools, Inc.

Email:

fredrockpoolplastering@dc.rr.com

Contact:

Alfredo Esparza

Address:

Po box 1266
68090 Bella Vista Rd
CATHEDRAL CITY, CA 92235

Phone:

(760) 343-6279

Website:

fredrockpools.com

Submission Date:

May 19, 2025 2:13 PM (Pacific Time)

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Proposal (WITHOUT COST)*

Proposals shall be concise, well organized and demonstrate qualifications and applicable experience. Proposals shall be organized and include page numbers for all pages in the proposal. The proposal shall be uploaded here, in the following order and shall include:

1. Cover Letter

- A. This letter should briefly introduce the firm, summarize the firm's general qualifications, include an executive summary of the specific approach which will be used to deliver the work scope; and identify the individual(s) name, address and phone number authorized to negotiate Agreement terms and compensation.

2. Experience and Technical Competence

- A. **Background:** Provide history of the firm's consulting experience which specifically addresses the individual or firm's experience with similar Service as described in this RFP.
- B. **References:** The proposal shall include a list of recently completed projects that are similar in scope and function to this RFP. Provide a description of the project, client name, and the name, title, and telephone number of the primary contact person.

3. Firm Staffing and Key Personnel

- A. **Staffing:** Provide the number of staff to be assigned to perform the Services and the names/discipline/job title of each as well as your firm's capacity to provide additional personnel as needed.
- B. **Key Personnel:** Identify key persons that will be principally responsible for working with the Authority. Indicate the role and responsibility of each individual.

C. **Team Organization:** Describe proposed team organization, including identification and responsibilities of key personnel.

D. **Subcontractors:** The Proposer shall identify functions that are likely to be subcontracted and identify the subcontractor that is anticipated to perform each function.

4. **Proposed Method to Accomplish the Work**

A. Describe the technical and management approach to providing the Services to the Authority. Proposer should take into account the scope of the Services, and general functions required. Include a draft first year schedule of tasks, milestones, and deliverables that will provide for timely provision of the Services. In reviewing the scope of Services and goals described herein, the Proposer may identify additional necessary tasks and is invited to bring these to the Authority's attention within the discussion of its proposed method to accomplish the work.

Fred_Rock_Pools_Inc._Commercial_Pool_and_Spa_Maintenance_and_Repair_Service_at_Apartment_Complexes_(Addendum_#2_Revision).pdf

2. **Non-Collusion Declaration***

The undersigned declares:

I am an authorized representative of my company, the party making the foregoing Bid, to certify the following.

The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid Price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid Price, or of that of any other Bidder. All statements contained in the Bid are true. The Bidder has not, directly or indirectly, submitted his or her Bid Price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Confirmed

3. Enter your valid CA Contractors State License Board (CSLB) number*

Please enter your License Number here. This will be verified against the state database.

924163

[Click to Verify](#) *Value will be copied to clipboard*

4. Enter your California Department of Industrial Relations (DIR) Registration number*

Please enter your Public Works Contractor DIR Number. This will be verified against the state database.

2000007385

[Click to Verify](#) *Value will be copied to clipboard*

5. Type of Business*

S Corporation (if corporation, two signatures are required)

6. Litigation*

Provide litigation history for any claims filed by your firm or against your firm related to the provision of Services in the last five (5) years (or type "N/A").

N/A

7. Changes to Agreement*

The Authority standard professional services agreement contract is included as an attachment herein. The Proposer shall identify any objections to and/or request changes to the standard contract language in this section of the proposal (or type "**N/A**"). If you are identifying changes here **ALSO** upload a copy of the redlined Language/Agreement with your Proposal. Changes requested may effect the Authority's decision to enter into an Agreement.

N/A

8. No Deviations from the RFP*

In submitting a proposal in response to this RFP, Proposer is certifying that it takes no exceptions to this RFP including, but not limited to, the Agreement. If any exceptions are taken, such exceptions must be clearly noted here, and may be reason for rejection of the proposal. As such, Proposer is directed to carefully review the proposed Agreement and, in particular, the insurance and indemnification provisions therein (or type "**N/A**").

Maximum response length: 5000 characters

N/A

9. Project Team Resumes*

Submit resumes of all key personnel/support staff that will produce work product for the Services. Describe their qualifications, education, and professional licensing.

Cover_letter_Expirence_Key_personnel.pdf

10. List the Signatory(s) Authorized to Sign and Bind an Agreement.*

(If two (2) signatures are required, include the following information for both signatories)

1. Full Name
2. Title
3. Physical Business Address
4. Email Address

5. Phone Number

Alfredo V. Esparza

President/Owner of Fred Rock Pools, Inc.

68090 Bella Vista Rd. Cathedral City, Ca. 92234

fredrockpoolplsatering@dc.rr.com

760-343-6279

11. Certification of Proposal: The undersigned hereby submits its proposal and, by doing so, agrees to furnish services in accordance with the Request for Proposal (RFP), and to be bound by the terms and conditions of the RFP.*

Confirmed

PRICE TABLES

DAILY MAINTENANCE COST PROPOSAL

The undersigned, hereby declare that they have carefully examined the location of the proposed work, familiarized themselves with the local conditions affecting the cost of the work, and have read and examined the terms and conditions for the following project: "COMMERCIAL POOL AND SPA MAINTENANCE AND REPAIR SERVICE AT APARTMENT COMPLEXES" The undersigned, hereby propose to furnish all labor, materials, equipment, tools, transportation, and services, and to discharge all duties and obligations necessary and required to perform and complete the Project in strict accordance with the Vendor Price Quote. It is understood that the price shown herein includes all routine and daily maintenance described in the Scope of Services of the RFP and shall be inclusive of all costs for the Proposer to accomplish the work. For each item, the averaged one-month maintenance cost shall be indicated, and the total of these costs shall be extended for the two-year term of the Agreement:

[FRED ROCK POOLS, INC.] RESPONSE DOCUMENT REPORT

RFP No. 2025-RFP-170-1

Commercial Pool and Spa Maintenance and Repair Service at Apartment Complexes - Updated Pricing Proposal

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	California Villas 77-107 California Drive (1) Swimming Pool	1	Month	\$950.00	\$950.00
2	California Villas 77-107 California Drive (1) Spa	1	Month	\$300.00	\$300.00
3	Candle Wood 74000 Shadow Mountain Drive (1) Swimming Pool	1	Month	\$730.00	\$730.00
4	Candle Wood 74000 Shadow Mountain Drive (1) Spa	1	Month	\$300.00	\$300.00
5	Carlos Ortega Villas 77-915 Avenue of the States (1) Swimming Pool	1	Month	\$730.00	\$730.00
6	Catalina Gardens 73-600A Catalina Way (1) Swimming Pool	1	Month	\$730.00	\$730.00
7	Desert Pointe 43-805 Monterey Avenue (1) Swimming Pool	1	Month	\$730.00	\$730.00
8	Laguna Palms 73875 Santa Rosa Way (1) Swimming Pool	1	Month	\$730.00	\$730.00
9	Las Serenas 73-315 Country Club Drive (3) Swimming Pools	1	Month	\$2,850.00	\$2,850.00
10	Las Sernas 73-315 Country Club Drive (1) Spa	1	Month	\$300.00	\$300.00
11	Neighbors 73-535 Santa Rosa Way (1) Swimming Pool	1	Month	\$730.00	\$730.00
12	One Quail Place 72-600 Fred Waring Drive (4) Swimming Pools	1	Month	\$4,230.00	\$4,230.00
13	One Quail Place 72-600 Fred Waring Drive (4) Spas	1	Month	\$1,200.00	\$1,200.00
14	Taos Palms 44-830 Las Palmas Avenue (1) Swimming Pool	1	Month	\$730.00	\$730.00
15	The Pueblos 73-695 Santa Rosa Way (1) Swimming Pool	1	Month	\$730.00	\$730.00
TOTAL					\$15,970.00

[FRED ROCK POOLS, INC.] RESPONSE DOCUMENT REPORT

Request For Proposal - Commercial Pool and Spa Maintenance and Repair Service at Apartment Complexes - Updated Pricing Proposal

YEARLY COST PROPOSAL

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	California Villas 77-107 California Drive (1) Swimming Pool	1	Year	\$11,400.00	\$11,400.00
2	California Villas 77-107 California Drive (1) Spa	1	Year	\$3,600.00	\$3,600.00
3	Candle Wood 74000 Shadow Mountain Drive (1) Swimming Pool	1	Year	\$8,760.00	\$8,760.00
4	Candle Wood 74000 Shadow Mountain Drive (1) Spa	1	Year	\$3,600.00	\$3,600.00
5	Carlos Ortega Villas 77-915 Avenue of the States (1) Swimming Pool	1	Year	\$8,760.00	\$8,760.00
6	Catalina Gardens 73-600A Catalina Way (1) Swimming Pool	1	Year	\$8,760.00	\$8,760.00
7	Desert Pointe 43-805 Monterey Avenue (1) Swimming Pool	1	Year	\$8,760.00	\$8,760.00
8	Laguna Palms 73875 Santa Rosa Way (1) Swimming Pool	1	Year	\$8,760.00	\$8,760.00
9	Las Serenas 73-315 Country Club Drive (3) Swimming Pools	1	Year	\$34,200.00	\$34,200.00
10	Las Sernas 73-315 Country Club Drive (1) Spa	1	Year	\$3,600.00	\$3,600.00
11	Neighbors 73-535 Santa Rosa Way (1) Swimming Pool	1	Year	\$8,760.00	\$8,760.00
12	One Quail Place 72-600 Fred Waring Drive (4) Swimming Pools	1	Year	\$50,760.00	\$50,760.00
13	One Quail Place 72-600 Fred Waring Drive (4) Spas	1	Year	\$14,000.00	\$14,000.00
14	Taos Palms 44-830 Las Palmas Avenue (1) Swimming Pool	1	Year	\$8,760.00	\$8,760.00
15	The Pueblos 73-695 Santa Rosa Way (1) Swimming Pool	1	Year	\$8,760.00	\$8,760.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
TOTAL					\$191,240.00

ADDITIONAL SERVICES COST PROPOSAL

Extra/Additional Work and/or Emergency Responses are subject to Authority authorization. Written estimates shall be submitted for approval prior to the purchase of parts and/or installation thereof. Provide hourly costs associated with the types of services listed that are outside of the scope of daily maintenance:

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Response to emergency call out within 2 hours of notification	1	Hourly	\$150.00	\$150.00
2	Emergency Equipment Repairs (safety hazard resulting from callout)	1	Hourly	\$100.00	\$100.00
3	Equipment Repairs Outside of Daily Maintenance	1	Hourly	\$100.00	\$100.00
4	Extra work not pertaining to normal maintenance service.	1	Hourly	\$100.00	\$100.00
5	Other extra work outside of routine maintenance	1	Hourly	\$100.00	\$100.00
TOTAL					\$550.00



FRED ROCK POOLS INC.

P.O. Box 1266

Cathedral City, CA 92235

Phone: (760) 343-6279

Fax: (760) 424-8139

Email: fredrockpoolplastering@dc.rr.com

License No. 924163 (C-53 Swimming Pool Contractor) /DIR #2000007385

May 8, 2025

To:

Housing Authority of the County of Riverside

Finance Department

5555 Arlington Avenue

Riverside, CA 92504

Project Contact

Celina Cabrera

Management Analyst

Email: ccabrera@cityofpalmdesert.org

760-776-6449

Procurement Contract

Cristal Ortega

Management Analyst

Email: cortega@palmdesert.gov

ph:760-776-6327

Subject: Proposal Submission for RFP #2025-RFP-170 – Commercial Pool and Spa Maintenance and Repair Service at Apartment Complexes

A. Cover Letter

Dear Selection Committee,

Fred Rock Pools Inc. is pleased to submit this proposal in response to RFP #2025-RFP-170 for Commercial Pool and Spa Maintenance and Repair Services. Established in 2008, our firm has built a reputation for quality, reliability, and strict compliance with health and safety standards.

As a licensed California C-53 Swimming Pool Contractor (License #924163), we are fully qualified and equipped to deliver the full range of services outlined in your request, from daily water treatment to complex equipment maintenance and emergency response.

Under the leadership of owner Alfredo V. Esparza, our team brings over 15 years of professional experience in the pool and spa industry. Our technicians are thoroughly trained in all aspects of pool maintenance and repair, including:

- Daily chemical balancing, brushing, vacuuming, and debris removal
- Skimming and cleaning of all pools and spas in accordance with Riverside County Health Department and California Department of Public Health requirements
- Detailed record-keeping of chemical levels and services performed
- Preventative equipment maintenance: pumps, filters, heaters, controllers, and auto-fill systems
- Reporting and coordination of necessary repairs and warranty services
- Adherence to all applicable Cal/OSHA and environmental health regulations
- Timely emergency responses within a 2-hour window

We commit to delivering exceptional, code-compliant service with a focus on safety, reliability, and accountability. Our team will maintain clean and functional equipment rooms, ensure regular communication with Authority personnel, and submit all required documentation including daily logs, monthly condition reports, and repair summaries.

Our executive approach is built around consistency, transparency, and responsiveness. We will deploy qualified personnel to manage day-to-day operations, ensure full documentation for audits, and use a proactive communication strategy to avoid downtime or compliance issues.

Authorized to negotiate terms and compensation on behalf of Fred Rock Pools Inc. is:

Alfredo V. Esparza

Owner, Fred Rock Pools Inc.

P.O. Box 1266

Cathedral City, CA 92235

Phone: (760) 343-6279

Fax: (760) 424-8139

Email: fredrockpoolplastering@dc.rr.com

We appreciate your consideration of our proposal and welcome the opportunity to support the Housing Authority with reliable, professional pool and spa maintenance services.

Sincerely,

Alfredo V. Esparza

Owner, Fred Rock Pools Inc.

B. Experience and Technical Competence

1. Background

Fred Rock Pools Inc., established in 2008, brings over 15 years of proven expertise in pool and spa maintenance, repairs, and consultation services. As a licensed C-53 Swimming Pool Contractor (CA License #924163), we have successfully served a wide variety of multi-unit residential and resort-style properties across Riverside County and surrounding regions. Our company has a deep understanding of public health regulations, environmental safety, and best practices in pool care that are critical for properties governed by high compliance standards.

Owner **Alfredo V. Esparza** has provided years of expert consulting focused on optimizing long-term pool performance, safety, and cost-efficiency. His work includes developing tailored cleaning and maintenance programs, conducting site audits, providing emergency preparedness planning, troubleshooting chemical and mechanical issues, and ensuring full compliance with regulations set forth by the Riverside County Environmental Health Department and Cal/OSHA.

Our service model emphasizes:

- Routine and preventative maintenance designed to minimize downtime and costly repairs
- Custom chemical balancing procedures for year-round water clarity and safety
- Equipment inspection protocols that support early detection of issues
- On-site personnel training and support for property managers and maintenance staff
- Emergency response strategies and safety plan development for high-risk scenarios

We are proud of our long-term client relationships and consistently deliver reliable, responsive, and regulation-compliant pool and spa services.

2. References – Relevant Projects

Below is a selection of recently completed projects that reflect our experience with pool and spa maintenance, resurfacing, equipment upgrades, and ongoing service responsibilities that match the scope and function of this RFP:

Desert Breezes Resort

Location: 77-955 Calle Las Brisas S., Palm Desert, CA 92211

Client Contact: Alvin Hippe, General Manager

Phone: (760) 345-2637 ext. 306

Email: al.hippe@desertbreezesresort.com

Project Description:

Full-service pool remodeling and maintenance. Services included resurfacing of main pool and (3) spas, chemical start-up procedures, skimmer replacement, and establishment of ongoing pool and spa maintenance program in compliance with Riverside County Health Department standards.

Cathedral Canyon Country Club HOA #18

Contact: Kai Kushen

Phone: (760) 799-5895

Client: Personalized Property Management

Project Description:

Maintenance and service of Pools #1, #2, and #3. Services included leak detection, VGB (Virginia Graeme Baker Act) drain compliance, full resurfacing, chemical start-up procedures, and monthly maintenance scheduling. Ongoing consultation provided to property management to improve long-term system performance.

Tuscany Villas

Location: 703 Allegheny Ave. #27, Beaumont, CA 92223

Contact: Tony

Phone: (909) 993-3011

Project Description:

VGB compliance upgrades, spa tile bead blasting, resurfacing, installation of secure handrails,

chemical system start-up, and initiation of a customized maintenance program. Project included a post-renovation facility audit and emergency protocol consultation to ensure compliance and preparedness.

Fred Rock Pools Inc. is committed to delivering high-quality, compliant, and proactive pool and spa services backed by a depth of technical knowledge and a focus on client-specific needs.

C. Firm Staffing and Key Personnel

1. Staffing

Fred Rock Pools Inc. will assign a dedicated team of experienced professionals to perform the daily, preventative, and emergency pool and spa maintenance services required under this contract. The following staff members will be directly assigned to this project:

- **Alfredo V. Esparza** – Owner / Field Supervisor
- **Michael Nieto** – Pool Maintenance Technician II
- **Alfredo Esparza Jr.** – Pool Maintenance Technician I
- **Saul Chavez** – Pool Maintenance Technician I

These individuals have extensive experience in routine pool service, equipment maintenance, chemical balancing, VGB compliance, and emergency response. All field staff are fully trained in Cal/OSHA safety regulations and health department protocols.

Fred Rock Pools Inc. also has a workforce of 16 additional trained employees who can be mobilized immediately to support this project, ensuring adequate staffing at all times, including coverage for holidays, absences, or emergency situations.

2. Key Personnel

The following individuals will be principally responsible for managing and coordinating all services with the Authority:

- **Alfredo V. Esparza – Owner / Staff Manager**
Role: Principal contact for the Authority; oversees all service operations, quality assurance, compliance with health regulations, and emergency response coordination. He will also handle communications regarding service performance, repairs, and any escalated issues.
- **Magdalena Rojo – Administrative Assistant**
Role: Handles scheduling, documentation, reporting, and administrative support. She will ensure the timely submission of daily logs, monthly reports, repair records, and all required communications with the Authority.

3. Team Organization

Fred Rock Pools Inc. operates under a clearly defined organizational structure to ensure efficient delivery of services and accountability:

- **Alfredo V. Esparza** serves as both Owner and Field Supervisor, providing direct oversight of all pool technicians, coordinating service schedules, ensuring compliance with standards, and interfacing with the Authority.
- **Field Technicians I & II** (Nieto, Esparza Jr., Chavez) are responsible for the hands-on daily maintenance of all pools and spas, including chemical balancing, skimming, brushing, vacuuming, basket cleaning, and equipment checks.
- **Magdalena Rojo** ensures administrative coordination, documentation tracking, and accurate reporting, maintaining all service logs and communication records required by the Authority.

This team is structured to deliver consistent, high-quality service with minimal reliance on external resources and maximum responsiveness to Authority needs.

4. Subcontractors

Fred Rock Pools Inc. is **fully self-contained and capable of performing all services in-house**. No subcontractors will be utilized for this contract. All work—including daily maintenance, preventative equipment servicing, reporting, repairs, and emergency response—will be performed by trained Fred Rock Pools Inc. personnel to ensure quality control and clear accountability.

D. Proposed Method to Accomplish the Work

1. Technical and Management Approach

Fred Rock Pools Inc. will deliver comprehensive, compliant, and proactive commercial pool and spa maintenance services by applying a structured, safety-focused approach based on over 15 years of industry experience. Our method integrates daily operational consistency, preventive maintenance, responsive repair management, detailed documentation, and regulatory compliance to ensure the highest standards in water safety, cleanliness, and equipment functionality.

Our technical and management approach includes the following key components:

A. Daily Pool and Spa Service Execution

- Technicians will visit each site daily to inspect and service all pools and spas in accordance with Riverside County Health Department, California Department of Public Health, and Cal/OSHA standards.
- Tasks include:
 - Skimming, vacuuming, brushing, and emptying baskets.
 - Measuring and adjusting chlorine, pH, alkalinity, calcium hardness, and cyanuric acid levels.
 - Cleaning tiles, inspecting pool surfaces, and checking for cracks or leaks.
 - Ensuring no debris from maintenance remains by end-of-day.
- Technicians will calibrate automatic controllers, check autofill valves, and make real-time adjustments as needed.

B. Preventive Maintenance Program

- Monthly inspection of pool equipment rooms, ensuring cleanliness, equipment function, and identifying early signs of wear or failure.
- Scheduled maintenance of pumps, filters, heaters, valves, and controllers, including lubrication, seal replacement, and filter backwashing/cleaning.
- Any potential concerns will be logged and brought to the attention of the Authority via the 30-Day Comprehensive Pool and Equipment Update Report.

C. Chemical Handling and Compliance

- All chemicals will be handled off-site unless specific regulatory documentation permits limited on-site storage.
- Technicians are trained in **Cal/OSHA chemical safety standards**, using appropriate PPE and safe transport/storage protocols.
- MSDS sheets will be maintained for all chemicals used.

D. Documentation and Reporting

- Daily service logs will include date, time, chemical levels, adjustments made, services performed, and technician signature.
- Logs will be submitted weekly to property management.
- Monthly reports will summarize all maintenance activities, equipment status, and any repairs or upcoming needs.
- All repair activities will be logged separately and made available for audit upon request.

E. Repair Services and Warranty Tracking

- All non-routine repair work will be proposed in writing and submitted for prior approval.
- Repair logs will include part numbers, cost breakdowns, warranty status, and detailed action summaries.
- Fred Rock Pools Inc. will manage warranty claims directly with manufacturers and provide timely status updates to the Authority.

F. Emergency Response

- Emergency response service will be available **24/7**, with a guaranteed **2-hour response time** for hazards impacting public safety or operations.
- All emergency actions will be followed up with written documentation and recommended follow-up work, if needed.

2. Year One – Draft Schedule of Tasks, Milestones, and Deliverables

Month	Tasks & Milestones	Deliverables
Month 1	<ul style="list-style-type: none"> - Onboarding with Authority - Site audits of each property - Baseline chemical testing & equipment inventory - Establish reporting schedule 	<ul style="list-style-type: none"> - Initial Site Audit Reports - Equipment Inventory List - Weekly Logs Begin
Months 2–12	<ul style="list-style-type: none"> - Daily pool and spa service - Weekly log submission - Monthly equipment room inspections - Preventive maintenance as scheduled - Equipment calibration - Emergency response readiness maintained 	<ul style="list-style-type: none"> - Weekly Logs - Monthly Pool, Spa, and Equipment Reports - Repair Logs (as needed) - Warranty Updates (as needed)
Quarterly (Every 3 Months)	<ul style="list-style-type: none"> - Internal team review of each site - Adjustments to service plan as needed 	<ul style="list-style-type: none"> - Internal Service Review Summaries
End of Year	<ul style="list-style-type: none"> - Annual assessment of service performance - Recommendations for Year Two upgrades/improvements 	<ul style="list-style-type: none"> - Year-End Service Report - Renewal Plan Proposal

Fred Rock Pools Inc. is confident in our capacity to exceed service expectations while maintaining regulatory compliance and public safety.

Michael Nieto
69991 Papaya Lane
Cathedral City, CA 92234
☎ (760) 673-6600
✉ extremecleanpoolservice@gmail.com

Objective

Dedicated and experienced Pool Technician with over 8 years of hands-on expertise in pool maintenance and plumbing. Committed to delivering high-quality service, ensuring client satisfaction, and maintaining safe, clean, and functional swimming environments.

Professional Experience

Extreme Clean Pool Service – Cathedral City, CA
Pool Technician / Pool Maintenance & Plumbing
February 2016 – Present

- Perform routine pool maintenance including skimming, vacuuming, brushing, and chemical balancing.
- Diagnose and repair pool equipment including pumps, filters, heaters, and automated systems.
- Conduct plumbing tasks such as pipe installation, leak detection, and repair.
- Educate clients on proper pool care and safety measures.
- Maintain accurate service records and schedule follow-ups to ensure optimal pool condition.
- Respond promptly to customer service calls and emergency repair requests.

Education

Cathedral City High School – Cathedral City, CA
High School Diploma, 1997

Skills

- Water chemistry and chemical balancing
- Pool equipment installation and repair

- Leak detection and pipe repairs
- Pool automation systems
- Customer service and communication
- Time management and scheduling
- Safety compliance and regulation knowledge
- Troubleshooting mechanical and plumbing issues
- Seasonal pool opening and closing procedures
- Equipment maintenance and tool handling

Alfredo Esparza Jr.
 68090 Bella Vista Road
 Cathedral City, CA 92234
 ☎ (760) 641-0740
 ✉ fredrockone@icloud.com

Objective

Motivated and reliable Pool Maintenance Technician with hands-on experience in residential and commercial pool care. Skilled in routine servicing, troubleshooting, and specialized tasks including acid washing. Dedicated to ensuring clean, safe, and fully operational pool environments for clients.

Professional Experience

Fred Rock Pools Inc. – Cathedral City, CA

Pool Maintenance Technician

November 2022 – Present

- Perform routine cleaning services including skimming, vacuuming, brushing, and filter maintenance.
 - Test and balance water chemistry for safe and optimal pool conditions.
 - Conduct acid washes to restore pool surfaces and improve appearance.
 - Identify and troubleshoot equipment issues such as pump or filtration failures.
 - Assist with minor pool plumbing and system repairs.
 - Provide friendly and informative customer service to residential and commercial clients.
 - Keep detailed service logs and communicate regularly with management regarding pool conditions.
-

Education

Rancho Mirage High School – Rancho Mirage, CA

High School Diploma, 2024

Skills

- Pool water chemistry & balancing
- Acid washing and surface restoration
- Pool vacuuming and debris removal
- Filter cleaning and maintenance
- Equipment troubleshooting and minor repairs
- Routine pool servicing and inspections
- Knowledge of pool safety protocols
- Reliable time management and route efficiency
- Strong communication and customer service
- Basic plumbing related to pool systems

Saul Chavez
 31190 Avenida El Pueblo
 Cathedral City, CA 92234
 ☎ (442) 218-6368
 ✉ anjdelivery@gmail.com

Objective

Experienced and versatile professional with a strong background in sales, management, and pool maintenance. Proven success in overseeing commercial pool operations and managing teams, projects, and client relations. Seeking opportunities to apply leadership, technical, and customer service skills in a dynamic and results-driven environment.

Professional Experience

Fred Rock Pools – Cathedral City, CA

Sales, Pool Technician, Pool Maintenance, Site Supervisor

April 2018 – Present

- Supervise teams in the daily maintenance and servicing of commercial and residential pools.
- Ensure compliance with health and safety standards in commercial pool environments.
- Manage schedules, assign routes, and oversee quality control for all service technicians.
- Maintain client relationships and assist with sales of new maintenance packages and equipment upgrades.
- Perform technical services including chemical balancing, equipment repair, and troubleshooting.
- Conduct staff training on best practices and safety procedures.

Owner – The Block Bar and Grill – Cathedral City, CA

September 2012 – March 2018

- Oversaw all aspects of restaurant operations, including staffing, budgeting, vendor relations, and customer satisfaction.

- Developed marketing strategies and community partnerships to drive business growth.
- Managed payroll, inventory, and compliance with health and safety regulations.
- Built and led a cohesive team to provide excellent service in a fast-paced environment.

Manager – A & J's Moving and Delivery – Cathedral City, CA

April 2003 – June 2012

- Managed moving crews and delivery schedules across the Coachella Valley region.
- Handled customer service, scheduling, conflict resolution, and logistics coordination.
- Ensured safe handling of items and client satisfaction during relocation projects.

Sales Representative – United Rentals – Palm Springs, CA

February 1996 – February 2003

- Provided equipment rental solutions to commercial clients in the construction industry.
- Built a loyal customer base through exceptional service and consistent follow-up.
- Coordinated deliveries and returns with dispatch and logistics teams.

Education

Mt. San Jacinto High School – San Jacinto, CA

High School Diploma, June 1992

Skills

Management & Leadership:

- Team supervision and staff development

- Route scheduling and task delegation
- Client relationship management
- Commercial pool compliance and safety oversight
- Budgeting and cost control
- Operations and logistics management
- Performance monitoring and quality assurance

Technical & Industry-Specific:

- Pool chemical testing and water balancing
- Equipment installation and troubleshooting
- Commercial pool system oversight
- Filter, pump, and heater maintenance
- Knowledge of pool safety and regulatory compliance
- Sales of pool services and equipment upgrades



Magdalena V. Rojo

📍 CATHEDRAL CITY, CA 92234 📞 442-402-8353

✉️ maggierojo1@gmail.com

PROFESSIONAL SUMMARY

Administrative professional with a history of meeting company goals utilizing organized practices. Skilled in working under pressure and adapting to new situations and challenges to best enhance the company brand.

SKILLS

- Customer Relations
- Team building
- Exceeding sales goals
- Workflow Planning
- Stock Management
- Special Assignments
- Problem-Solving Strengths
- Profit and Loss Control

WORK HISTORY

OFFICE MANAGER

05/2015 to CURRENT

Fred Rock Pools, Inc. | PO Box 790

- Maintained computer and physical filing systems.
- Created, maintained and updated filing systems for paper and electronic documents.
- Updated reports, managed accounts, and generated reports for company database.
- Coordinated special projects and managed schedules.
- Process weekly payroll, payroll taxes & monthly reconciliation in quickbooks
- Record keeping, bookkeeping, QuickBooks knowledgeable
- Developed and maintained successful relationships with vendors, suppliers and contractors.
-

STORE MANAGER

11/2009 to 05/2015

Tween Brands Inc. Justice | Palm Desert, CA

- Managed inventory control, cash control, and store opening and closing procedures. Store 458 was awarded #1 in shrink control in the district in 2011
- Managed store employees successfully in fast-paced environment through proactive communication and positive feedback and role playing with sales associates and lead staff,
- Completed point of sale opening and closing procedures.
- Rotated merchandise and displays to feature new products and promotions.
- Maintained proper product levels and inventory controls for merchandise and organized backroom to facilitate effective ordering and stock rotation.

- Assisted with hiring, training and mentoring new staff members.
- Maximized sales to exceed monthly goals & continuously hold #1 store in district
- Minimized shrinkage through excellent customer service and adherence to standard practices.

ASSISTANT MANAGER

01/1996 to 03/2000

Vons Palm Springs, CA

- Supervised day-to-day operations to meet performance, quality and service expectations.
- Completed regular inventory counts to verify stock levels, address discrepancies, and forecast future needs.
- Offered hands-on assistance to customers, assessing needs, and maintaining current knowledge of consumer preferences.
- Helped with planning schedules
- Developed loyal and highly satisfied customer base through proactive management of team customer service strategies.
- Mentored team members to enhance professional development and accountability in workplace.

EDUCATION

High School Diploma

06/1994

Palm Springs High School, Palm Springs, CA

**HOUSING COMMISSION
PALM DESERT HOUSING AUTHORITY
STAFF REPORT**

MEETING DATE: June 11, 2025

PREPARED BY: Cyndi Karp – FGA Regional Supervisor

SUBJECT: APRIL 2025 – MONTHLY LEASE REPORT

RECOMMENDATION:

1. Receive and File.

BACKGROUND/ANALYSIS:

Palm Desert Housing Authority Properties Monthly report include detailed financial and occupancy metrics. April 2025 is discussed here:

1. Monthly Occupancy Status: Summary of monthly occupancy. Includes new wait list applicants and recertification of current residents.

Monthly Occupancy Status - April 2025		
	Multi-Family	Senior
Total Units	733	381
Occupied Units	703	368
Unoccupied Units	30	13
Pending Leases	16	7
Wait List Contacted	512	161
New Applications		
Qualified	212	34
Not Qualified	7	5
Recertification Packets	52	21

2. Monthly Occupancy and Average Rent Summary: Average rent by Income Category.

Monthly Occupancy and Average Rent Summary- April 2025 MULTI-FAMILY PROPERTIES				
Area Median Income Category	April 2025 Number of Units	April 2025 Average Monthly Rent	April 2024 Number of Units	April 2024 Average Monthly Rent
Extremely Low 0-30%	207	\$325	182	\$315
Very Low 31-50%	228	\$656	199	\$593
Low 51-80%	201	\$1,151	214	\$1,026
Moderate 81-120%	67	\$1,666	113	\$1,418
Overall Average Rent	703	\$950	708	\$838

Monthly Occupancy and Average Rent Summary- April 2025 SENIOR PROPERTIES				
Area Median Income Category	April 2025 Number of Units	April 2025 Average Monthly Rent	April 2024 Number of Units	April 2024 Average Monthly Rent
Extremely Low 0-30%	144	\$332	126	\$312
Very Low 31-50%	161	\$615	166	\$565
Low 51-80%	51	\$1,023	64	\$918
Moderate 81-120%	12	\$1,671	12	\$1,446
Overall Average Rent	368	\$910	368	\$810

3. Monthly Occupancy and Average Rent Statement: A breakdown of the Average Rent Summary Report, an overall occupancy calculation.

Overall Occupancy		
	2025	2024
Multi- Family Properties	96%	98%
Senior Properties	97%	97%

4. Monthly Net Operating Income (NOI): Financial performance of the properties

Net Operating Summary for April 2025		
	Multi-Family	Senior
Total Revenue	\$565,537	\$220,207
Total Expenses	\$241,513	\$115,887
Net Operating Income	\$324,024	\$104,320

FYTD Net Operating Income*		
*Excludes Replacement and Capital Expenses and Corresponding Reimbursement, where applicable, since these are paid from reserve funds		
	Multi-Family	Senior
Current FYTD 2025 NOI	\$2,054,502	\$393,971
PYFY NOI through 6/30/2024	\$1,942,199	\$511,390

ATTACHMENTS:

1. April 2025 Monthly Summary
2. Average Month Summary
3. Average Rent Statement
4. Monthly Operating Statement

REPORTING MONTH: April-25
REPORT DATE: 5/20/25

Palm Desert Housing Authority

"MULTI-FAMILY PROPERTIES"		May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25
California Villas													
a.	Total Units in Complex	141	141	141	141	141	141	141	141	141	141	141	141
b.	Unoccupied Units	2	0	3	7	5	3	4	3	1	2	4	4
c.	Occupied Units	139	141	138	134	136	138	137	138	140	139	137	137
d.	Pending Leases	1	0	2	7	5	3	2	1	1	2	4	2
e.	Ending Occupied & Pre-leased	140	141	140	141	141	141	139	139	141	141	141	139
f.	Down Units	0	0	0	0	0	0	0	0	0	0	0	0
g.	Number of Wait List Contactees	15	30	25	40	20	30	20	50	40	60	50	40
h.	Re-Cert Pkts Sent Out During Month	16	4	13	16	17	13	10	9	8	7	10	13
i.	Number of Traffic Qualified	25	30	20	30	10	20	20	15	25	15	15	20
j.	Number of Traffic Non-Qualified	0	0	0	0	0	0	0	0	0	0	0	0
Desert Pointe													
a.	Total Units in Complex	64	64	64	64	64	64	64	64	64	64	64	64
b.	Unoccupied Units	2	2	3	5	4	2	4	3	3	3	3	3
c.	Occupied Units	62	62	61	59	60	62	60	61	61	61	61	61
d.	Pending Leases	1	1	2	4	3	0	1	1	0	1	1	2
e.	Ending Occupied & Pre-leased	63	63	63	63	63	62	61	62	61	62	62	63
f.	Down Units	1	1	1	1	1	1	1	1	1	1	1	1
g.	Number of Wait List Contactees	79	56	65	0	33	63	36	76	79	49	73	68
h.	Re-Cert Pkts Sent Out During Month	5	4	3	53	3	2	5	5	4	3	1	2
i.	Number of Traffic Qualified	31	28	20	18	23	25	11	23	43	9	31	19
j.	Number of Traffic Non-Qualified	0	0	0	0	0	0	0	0	0	0	0	0
Laguna Palms													
a.	Total Units in Complex	48	48	48	48	48	48	48	48	48	48	48	48
b.	Unoccupied Units	3	3	3	2	2	2	2	1	2	2	3	3
c.	Occupied Units	45	45	45	46	46	46	46	47	46	46	45	45
d.	Pending Leases	3	1	2	2	2	2	2	1	0	1	2	1
e.	Ending Occupied & Pre-leased	48	46	47	48	48	48	48	48	46	47	47	46
f.	Down Units	0	0	0	0	0	0	0	0	0	0	0	0
g.	Number of Wait List Contactees	40	30	35	30	35	40	30	25	25	30	35	40
h.	Re-Cert Pkts Sent Out During Month	4	2	1	1	4	6	3	4	6	6	2	5
i.	Number of Traffic Qualified	35	30	40	30	34	40	38	16	30	20	25	30
j.	Number of Traffic Non-Qualified	0	0	0	0	0	0	0	0	0	0	0	0
Neighbors													
a.	Total Units in Complex	24	24	24	24	24	24	24	24	24	24	24	24
b.	Unoccupied Units	2	2	1	0	0	0	0	0	1	1	1	1
c.	Occupied Units	22	22	23	24	24	24	24	24	23	23	23	23
d.	Pending Leases	0	1	1	0	0	0	0	0	0	1	0	1
e.	Ending Occupied & Pre-leased	22	23	24	24	24	24	24	24	23	24	23	24
f.	Down Units	0	0	0	0	0	0	0	0	0	0	0	0
g.	Number of Wait List Contactees	56	49	0	0	0	0	0	0	41	0	92	49
h.	Re-Cert Pkts Sent Out During Month	1	1	2	1	4	1	1	1	2	3	1	2
i.	Number of Traffic Qualified	23	111	23	15	16	11	6	9	17	7	17	11
j.	Number of Traffic Non-Qualified	0	0	0	0	0	0	0	0	0	0	0	0
One Quail Place													
a.	Total Units in Complex	384	384	384	384	384	384	384	384	384	384	384	384
b.	Unoccupied Units	13	13	14	10	8	15	15	11	8	5	9	13
c.	Occupied Units	371	371	370	374	376	369	369	373	376	379	375	371
d.	Pending Leases	3	8	9	10	7	9	12	8	6	3	6	7
e.	Ending Occupied & Pre-leased	374	379	379	384	383	378	381	381	382	382	381	378
f.	Down Units	7	0	0	0	0	0	0	0	0	0	0	0
g.	Number of Wait List Contactees	82	85	195	135	239	80	70	68	186	79	60	250
h.	Re-Cert Pkts Sent Out During Month	24	36	23	20	24	30	21	28	27	36	22	25
i.	Number of Traffic Qualified	87	75	69	82	70	78	66	26	94	20	48	66
j.	Number of Traffic Non-Qualified	3	5	14	5	7	7	2	10	6	3	4	7

MONTHLY OCCUPANCY STATUS REPORT

APRIL 2025 REPORT

"MULTI-FAMILY PROPERTIES"

	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25
Palm Village												
a. Total Units in Complex	36	36	36	36	36	36	36	36	36	36	36	36
b. Unoccupied Units	1	1	1	0	0	0	1	1	1	1	0	2
c. Occupied Units	35	35	35	36	36	36	35	35	35	35	36	34
d. Pending Leases	0	1	1	0	0	0	0	0	0	1	0	0
e. Ending Occupied & Pre-leased	35	36	36	36	36	36	35	35	35	36	36	34
f. Down Units	0	0	0	0	0	0	0	0	0	0	0	0
g. Number of Wait List Contactees	30	35	25	15	20	25	0	25	25	20	25	30
h. Re-Cert Pkts Sent Out During Month	4	2	2	3	3	2	3	3	2	2	3	1
i. Number of Traffic Qualified	20	25	20	15	25	25	38	14	30	15	20	25
j. Number of Traffic Non-Qualified	0	0	0	0	0	0	0	0	0	0	0	0
Santa Rosa												
a. Total Units in Complex	20	20	20	20	20	20	20	20	20	20	20	20
b. Unoccupied Units	0	0	1	0	0	0	0	1	2	2	1	2
c. Occupied Units	20	20	19	20	20	20	20	19	18	18	19	18
d. Pending Leases	0	0	0	0	0	0	0	0	0	2	1	2
e. Ending Occupied & Pre-leased	20	20	19	20	20	20	20	19	18	20	20	20
f. Down Units	0	0	0	0	0	0	0	0	0	0	0	0
g. Number of Wait List Contactees	25	20	10	10	0	15	0	25	20	20	25	35
h. Re-Cert Pkts Sent Out During Month	0	0	3	3	0	1	0	1	3	4	0	2
i. Number of Traffic Qualified	20	15	20	15	20	24	38	14	30	20	25	30
j. Number of Traffic Non-Qualified	0	0	0	0	0	0	0	0	0	0	0	0
Taos Palms												
a. Total Units in Complex	16	16	16	16	16	16	16	16	16	16	16	16
b. Unoccupied Units	2	2	0	0	0	0	0	0	1	0	0	2
c. Occupied Units	14	14	16	16	16	16	16	16	15	16	16	14
d. Pending Leases	0	1	0	0	0	0	0	0	1	0	0	1
e. Ending Occupied & Pre-leased	14	15	16	16	16	16	16	16	16	16	16	15
f. Down Units	1	0	0	0	0	0	0	0	0	0	0	0
g. Number of Wait List Contactees	39	0	0	0	0	0	0	0	0	0	0	0
h. Re-Cert Pkts Sent Out During Month	0	0	2	1	0	1	0	0	1	0	1	2
i. Number of Traffic Qualified	17	9	0	11	8	7	5	7	10	6	10	11
j. Number of Traffic Non-Qualified	0	0	0	0	0	0	0	0	0	0	0	0

SUMMARY

MULTI-FAMILY PROPERTIES

	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25
a. Total Units in Complex	733	733	733	733	733	733	733	733	733	733	733	733
b. Unoccupied Units	25	23	26	24	19	22	26	20	19	16	21	30
c. Occupied Units	708	710	707	709	714	711	707	713	714	717	712	703
d. Pending Leases	8	13	17	23	17	14	17	11	8	11	14	16
e. Ending Occupied & Pre-leased	716	723	724	732	731	725	724	724	722	728	726	719
f. Down Units	9	1	1	1	1	1	1	1	1	1	1	1
g. Number of Wait List Contactees	366	305	355	230	347	253	156	269	416	258	360	512
h. Re-Cert Pkts Sent Out During Month	54	49	49	98	55	56	43	51	53	61	40	52
i. Number of Traffic Qualified	258	323	212	216	206	230	222	124	279	112	191	212
j. Number of Traffic Non-Qualified	3	5	14	5	7	7	2	10	6	3	4	7

REPORTING MONTH: April-25

REPORT DATE: 5/20/25

"SENIOR PROPERTIES"

	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25
Candlewood												
a. Total Units in Complex	30	30	30	30	30	30	30	30	30	30	30	30
b. Unoccupied Units	3	1	0	0	0	0	0	0	1	0	0	0
c. Occupied Units	27	29	30	30	30	30	30	30	29	30	30	30
d. Pending Leases	0	1	0	0	0	0	0	0	0	0	0	0
e. Ending Occupied & Pre-leased	27	30	30	30	30	30	30	30	29	30	30	30
f. Down Units	2	0	0	0	0	0	0	0	0	0	0	0
g. Number of Wait List Contactees	0	0	0	0	0	0	0	0	0	0	0	0
h. Re-Cert Pkts Sent Out During Month	4	3	1	1	2	0	4	2	2	2	3	1
i. Number of Traffic Qualified	0	0	0	0	0	0	0	0	0	0	0	0
j. Number of Traffic Non-Qualified	0	0	0	0	0	0	0	0	0	0	0	0
Carlos Ortega												
a. Total Units in Complex	73	73	73	73	73	73	73	73	73	73	73	73
b. Unoccupied Units	1	1	1	1	1	0	0	1	1	1	2	3
c. Occupied Units	72	72	72	72	72	73	73	72	72	72	71	70
d. Pending Leases	1	1	1	1	1	0	0	1	1	1	1	2
e. Ending Occupied & Pre-leased	73	73	73	73	73	73	73	73	73	73	72	72
f. Down Units	0	0	0	0	0	0	0	0	0	0	0	0
g. Number of Wait List Contactees	20	20	30	30	20	7	0	0	10	20	30	25
h. Re-Cert Pkts Sent Out During Month	11	12	11	5	4	3	3	10	9	9	6	5
i. Number of Traffic Qualified	1	2	1	2	0	4	6	3	8	8	9	6
j. Number of Traffic Non-Qualified	1	1	2	1	2	1	0	0	0	0	1	1
Catalina Gardens												
a. Total Units in Complex	72	72	72	72	72	72	72	72	72	72	72	72
b. Unoccupied Units	5	3	3	3	2	3	3	7	6	6	8	6
c. Occupied Units	67	69	69	69	70	69	69	65	66	66	64	66
d. Pending Leases	5	2	0	1	0	1	2	5	4	3	3	2
e. Ending Occupied & Pre-leased	72	71	69	70	70	70	71	70	70	69	67	68
f. Down Units	0	0	0	0	0	0	0	0	0	0	0	0
g. Number of Wait List Contactees	105	110	80	78	80	90	130	80	120	90	150	56
h. Re-Cert Pkts Sent Out During Month	5	7	3	2	7	9	6	6	6	1	6	7
i. Number of Traffic Qualified	5	4	3	2	2	4	4	5	5	3	3	4
j. Number of Traffic Non-Qualified	2	3	2	3	1	3	4	2	10	3	4	4
La Rocca Villas												
a. Total Units in Complex	27	27	27	27	27	27	27	27	27	27	27	27
b. Unoccupied Units	0	0	0	0	0	0	0	0	0	0	0	0
c. Occupied Units	27	27	27	27	27	27	27	27	27	27	27	27
d. Pending Leases	0	0	0	0	0	0	0	0	0	0	0	0
e. Ending Occupied & Pre-leased	27	27	27	27	27	27	27	27	27	27	27	27
f. Down Units	0	0	0	0	0	0	0	0	0	0	0	0
g. Number of Wait List Contactees	0	0	0	0	0	0	0	0	0	0	0	0
h. Re-Cert Pkts Sent Out During Month	1	3	1	1	0	3	2	2	1	4	3	2
i. Number of Traffic Qualified	1	1	0	1	3	3	2	2	3	0	2	1
j. Number of Traffic Non-Qualified	0	0	0	0	0	0	0	0	0	0	0	0
Las Serenas												
a. Total Units in Complex	150	150	150	150	150	150	150	150	150	150	150	150
b. Unoccupied Units	0	2	2	4	3	4	5	4	4	2	3	4
c. Occupied Units	150	148	148	146	147	146	145	146	146	148	147	146
d. Pending Leases	0	1	1	2	3	1	4	2	0	1	1	3
e. Ending Occupied & Pre-leased	150	149	149	148	150	147	149	148	146	149	148	149
f. Down Units	0	0	0	0	0	0	0	0	0	0	0	0
g. Number of Wait List Contactees	0	60	24	15	23	30	30	25	40	45	40	80
h. Re-Cert Pkts Sent Out During Month	13	18	15	11	19	9	14	9	12	6	7	5
i. Number of Traffic Qualified	25	4	34	34	25	51	33	18	8	29	27	23
j. Number of Traffic Non-Qualified	0	0	0	0	0	0	0	0	0	0	0	0

"SENIOR PROPERTIES"		May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25
Pueblos													
a.	Total Units in Complex	15	15	15	15	15	15	15	15	15	15	15	15
b.	Unoccupied Units	0	0	0	0	0	0	0	0	1	0	0	0
c.	Occupied Units	15	15	15	15	15	15	15	15	14	15	15	15
d.	Pending Leases	0	0	0	0	0	0	0	0	0	0	0	0
e.	Ending Occupied & Pre-leased	15	15	15	15	15	15	15	15	14	15	15	15
f.	Down Units	0	0	0	0	0	0	0	0	0	0	0	0
g.	Number of Wait List Contactees	0	0	0	0	0	0	0	0	0	0	0	0
h.	Re-Cert Pkts Sent Out During Month	4	1	1	1	1	3	3	0	0	0	0	0
i.	Number of Traffic Qualified	0	0	0	0	0	0	0	0	0	0	0	0
j.	Number of Traffic Non-Qualified	0	0	0	0	0	0	0	0	0	0	0	0
Sage Crest Sr.													
a.	Total Units in Complex	14	14	14	14	14	14	14	14	14	14	14	14
b.	Unoccupied Units	1	1	1	1	1	1	1	1	0	0	0	0
c.	Occupied Units	13	13	13	13	13	13	13	13	14	14	14	14
d.	Pending Leases	1	1	1	0	0	1	1	0	0	0	0	0
e.	Ending Occupied & Pre-leased	14	14	14	13	13	14	14	13	14	14	14	14
f.	Down Units	0	0	0	0	0	0	0	0	0	0	0	0
g.	Number of Wait List Contactees	0	0	0	0	0	0	0	0	0	0	0	0
h.	Re-Cert Pkts Sent Out During Month	1	1	1	1	3	2	2	1	0	0	0	1
i.	Number of Traffic Qualified	0	0	0	0	0	0	0	0	0	0	0	0
j.	Number of Traffic Non-Qualified	0	0	0	0	0	0	0	0	0	0	0	0

SUMMARY		May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25
SENIOR PROPERTIES													
a.	Total Units in Complex	381	381	381	381	381	381	381	381	381	381	381	381
b.	Unoccupied Units	10	8	7	9	7	8	9	13	13	9	13	13
c.	Occupied Units	371	373	374	372	374	373	372	368	368	372	368	368
d.	Pending Leases	7	6	3	4	4	3	7	8	5	5	5	7
e.	Ending Occupied & Pre-leased	378	379	377	376	378	376	379	376	373	377	373	375
f.	Down Units	2	0	0	0	0	0	0	0	0	0	0	0
g.	Number of Wait List Contactees	125	190	134	123	123	127	160	105	170	155	220	161
h.	Re-Cert Pkts Sent Out During Month	39	45	33	22	36	29	34	30	30	22	25	21
i.	Number of Traffic Qualified	32	11	38	39	30	62	45	28	24	40	41	34
j.	Number of Traffic Non-Qualified	3	4	4	4	3	4	4	2	10	3	5	5

MONTHLY OCCUPANCY AND AVERAGE RENT SUMMARY APRIL 2025

Palm Desert Housing Authority

Multi-Family Complexes			
No. of Units		Average Mo. Rent	
Extremely Low 0-30%	207		325
Very Low 31-50%	228		656
Low 51-80%	201		1,151
Moderate 81%-120%	67		1,666
Total	703	*	950

Senior Complexes			
No. of Units		Average Mo. Rent	
Extremely Low 0-30%	144		332
Very Low 31-50%	161		615
Low 51-80%	51		1,023
Moderate 81%-120%	12		1,671
Total	368	**	910

HOUSEHOLD SIZE

AMI %	1		2		3		4	
	Ann. Income	Mo. Rent	Ann. Income	Mo. Rent	Ann. Income	Mo. Rent	Ann. Income	Mo. Rent
20%	13,650	284	15,600	325	17,550	366	19,500	406
25%	17,063	355	19,500	406	21,938	457	24,375	508
30%	21,550	511	24,600	513	27,700	577	31,200	650
35%	23,888	498	27,300	569	30,713	640	34,125	711
40%	27,300	569	31,200	650	35,100	731	39,000	813
45%	30,713	640	35,100	731	39,488	823	43,875	914
50%	35,900	748	41,000	854	46,100	960	51,250	1,068
55%	37,538	782	42,900	894	48,263	1,005	53,625	1,117
60%	40,950	853	46,800	975	52,650	1,097	58,500	1,219
65%	44,363	1,109	50,700	1,268	57,038	1,426	63,375	1,584
70%	47,775	1,194	54,600	1,365	61,425	1,536	68,250	1,706
75%	51,188	1,280	58,500	1,463	65,813	1,645	73,125	1,828
80%	57,400	1,435	65,600	1,640	73,800	1,845	82,000	2,050
85%	58,013	1,450	66,300	1,658	74,588	1,865	82,875	2,072
90%	61,425	1,536	70,200	1,755	78,975	1,974	87,750	2,194
95%	64,838	1,621	74,100	1,853	83,363	2,084	92,625	2,316
100%	68,250	1,706	78,000	1,950	87,750	2,194	97,500	2,438
105%	71,663	1,792	81,900	2,048	92,138	2,303	102,375	2,559
110%	75,075	1,877	85,800	2,145	96,525	2,413	107,250	2,681
115%	78,488	1,962	89,700	2,243	100,913	2,523	112,125	2,803
120%	81,900	2,048	93,600	2,340	105,300	2,633	117,000	2,925

Riverside County Income Eligibility as of 7/1/2024. Monthly rent is exclusive of Utility Allowance.

* Including On-Site Management units, occupied units total **11**

** Including On-Site Management units, occupied units total **5**

REPORTING MONTH: April - 25

REPORT DATE: 5/20/2025

REPORTED BY: CYNDI KARP

"MULTI-FAMILY"	CALIFORNIA VILLAS 141 UNITS		DESERT POINTE 64 UNITS		LAGUNA PALMS 48 UNITS		NEIGHBORS 24 UNITS		ONE QUAIL PLACE 384 UNITS		PALM VILLAGE 36 UNITS		SANTA ROSA 20 UNITS		TAOS PALMS 16 UNITS		TOTALS 733 UNITS	
	OCC	AR	OCC	AR	OCC	AR	OCC	AR	OCC	AR	OCC	AR	OCC	AR	OCC	AR	OCC	AR
1. EXTREMELY LOW: 20% OF MEDIAN																		
a. Studio			4	216													4	216
b. 1 BR, 1 BA	11	227	4	221	2	154			9	240							26	225
c. 2 BR, 1 BA					2	232			4	251	5	234	1	220			12	238
d. 2 BR, 2 BA							1	232	11	248							12	246
e. Totals 20%	11		8		4		1		24		5		1		0		54	
2. EXTREMELY LOW: 21-25% OF MEDIAN																		
a. Studio			8	283													8	283
b. 1 BR, 1 BA	20	327	5	303	4	309			37	312							66	316
c. 2 BR, 1 BA									7	340	4	331			1	323	12	336
d. 2 BR, 2 BA							2	323	10	331							12	329
e. Totals 21-25%	20		13		4		2		54		4		0		1		98	
3. EXTREMELY LOW: 26-30% OF MEDIAN																		
a. Studio			1	381	1	340											2	361
b. 1 BR, 1 BA	12	436	3	410	2	396			8	420							25	424
c. 2 BR, 1 BA					1	443			4	462	4	426	2	431	1	391	12	437
d. 2 BR, 2 BA							3	443	13	445							16	445
e. Totals 26-30%	12		4		4		3		25		4		2		1		55	
Total extremely low =	43		25		12		6		103		13		3		2		207	
Percent of total	31.39%		40.98%		26.67%		26.09%		27.76%		38.24%		16.67%		14.29%		29.45%	
4. VERY LOW: 31-35% OF MEDIAN																		
a. Studio			1	430	1	414											2	422
b. 1 BR, 1 BA	7	491	2	448	2	466			12	476							23	477
c. 2 BR, 1 BA					3	499			1	534	3	494	1	474	1	486	9	497
d. 2 BR, 2 BA							2	506	3	525							5	517
e. Totals 31-35%	7		3		6		2		16		3		1		1		39	
5. VERY LOW: 36-40% OF MEDIAN																		
a. Studio			3	501													3	501
b. 1 BR, 1 BA	17	573			1	536			12	565							30	569
c. 2 BR, 1 BA					2	586			4	616	2	625	2	574			10	603
d. 2 BR, 2 BA									8	611							8	611
e. Totals 36-40%	17		3		3		0		24		2		2		0		51	
6. VERY LOW: 41-45% OF MEDIAN																		
a. Studio			3	572													3	572
b. 1 BR, 1 BA	14	650	1	606	2	637			11	641							28	644
c. 2 BR, 1 BA					2	689			8	705	4	691	4	677	1	652	19	691
d. 2 BR, 2 BA							2	689	13	702							15	700
e. Totals 41-45%	14		4		4		2		32		4		4		1		65	
7. VERY LOW: 46-50% OF MEDIAN																		
a. Studio			1	680	1	680											2	680
b. 1 BR, 1 BA	16	767							8	753							24	762
c. 2 BR, 1 BA					1	826			13	838	5	744	2	771	3	769	24	804
d. 2 BR, 2 BA							1	826	22	825							23	825
e. Totals 46-50%	16		1		2		1		43		5		2		3		73	
Total very low =	54		11		15		5		115		14		9		5		228	
Percent of total	39.42%		18.03%		33.33%		21.74%		31.00%		41.18%		50.00%		35.71%		32.43%	
8. LOWER: 51-55% OF MEDIAN																		
a. Studio			3	714													3	714
b. 1 BR, 1 BA	6	807							4	798							10	803
c. 2 BR, 1 BA			1	863	2	856			5	866	2	884			1	871	11	868
d. 2 BR, 2 BA							3	871	7	881							10	878
e. Totals 51-55%	6		4		2		3		16		2		0		1		34	
9. LOWER: 56-60% OF MEDIAN																		
a. Studio																	0	-
b. 1 BR, 1 BA	13	895	1	842	2	866			11	888							27	888
c. 2 BR, 1 BA					3	940			7	972	3	964	1	951	3	940	17	958
d. 2 BR, 2 BA							3	952	8	965							11	961
e. Totals 56-60%	13		1		5		3		26		3		1		3		55	

"MULTI-FAMILY"	CALIFORNIA VILLAS 141 UNITS		DESERT POINTE 64 UNITS		LAGUNA PALMS 48 UNITS		NEIGHBORS 24 UNITS		ONE QUAIL PLACE 384 UNITS		PALM VILLAGE 36 UNITS		SANTA ROSA 20 UNITS		TAOS PALMS 16 UNITS		TOTALS 733 UNITS	
	OCC	AR	OCC	AR	OCC	AR	OCC	AR	OCC	AR	OCC	AR	OCC	AR	OCC	AR	OCC	AR
10. LOWER: 61-65% OF MEDIAN																		
a. Studio			2	1,041													2	1,041
b. 1 BR, 1 BA	6	1,189			2	1,174			13	1,171							21	1,176
c. 2 BR, 1 BA					3	1,292			5	1,293			3	1,265			11	1,285
d. 2 BR, 2 BA							2	1,292	7	1,292							9	1,292
e. Totals 61-65%	6		2		5		2		25		0		3		0		43	
11. LOWER: 66-70% OF MEDIAN																		
a. Studio																	0	-
b. 1 BR, 1 BA	4	1,292							7	1,271							11	1,279
c. 2 BR, 1 BA					1	1,354			5	1,392					1	1,354	7	1,381
d. 2 BR, 2 BA									10	1,407							10	1,407
e. Totals 66-70%	4		0		1		0		22		0		0		1		28	
12. LOWER: 71-75% OF MEDIAN																		
a. Studio			3	1,212													3	1,212
b. 1 BR, 1 BA	1	1,390	2	1,360					2	1,349							5	1,361
c. 2 BR, 1 BA									3	1,497	1	1,499					4	1,497
d. 2 BR, 2 BA							1	1,511	9	1,524							10	1,523
e. Totals 71-75%	1		5		0		1		14		1		0		0		22	
13. LOWER: 76-80% OF MEDIAN																		
a. Studio			1	1,213													1	1,213
b. 1 BR, 1 BA									6	1,458							6	1,458
c. 2 BR, 1 BA					1	1,544			4	1,730			1	1,532			6	1,666
d. 2 BR, 2 BA									6	1,680							6	1,680
e. Totals 76-80%	0		1		1		0		16		0		1		0		19	
Total lower =	30		13		14		9		119		6		5		5		201	
Percent of total	21.90%		21.31%		31.11%		39.13%		32.08%		17.65%		27.78%		35.71%		28.59%	
14. MODERATE: 81-120% OF MEDIAN																		
a. Studio			2	1,517													2	1,517
b. 1 BR, 1 BA	9	1,475	6	1,437	1	1,304			12	1,405							28	1,431
c. 2 BR, 1 BA	1	2,010	3	1,743	3	1,834			7	1,817	1	2,010	1	2,010	2	1,747	18	1,832
d. 2 BR, 2 BA			1	2,010			3	1,909	15	1,857							19	1,873
Total moderate =	10		12		4		3		34		1		1		2		67	
Percent of total	7.30%		19.67%		8.89%		13.04%		9.16%		2.94%		5.56%		14.29%		9.53%	
15. Total units occupied:	137		61		45		23		371		34		18		14		703	
16. Occupancy rate =	97%		95%		94%		96%		97%		94%		90%		88%		96%	
NOTE: For each project, to calculate average rent for a unit type at an income level, divide the total rental income of that unit type at that income level by the number of occupied units of that unit type at that income level.																	Occ Rate excluding properties under const/renov	
																	96%	

REPORTING MONTH: April - 25
 REPORT DATE: 5/20/2025
REPORTED BY: CYNDI KARP

	CANDLEWOOD 30 UNITS		CARLOS ORTEGA 73 UNITS		CATALINA 72 UNITS		LA ROCCA VILLAS 27 UNITS		LAS SERENAS 150 UNITS		PUEBLOS 15 UNITS		SAGE CREST SR. 14 UNITS		TOTALS 381 UNITS	
	OCC	AR	OCC	AR	OCC	AR	OCC	AR	OCC	AR	OCC	AR	OCC	AR	OCC	AR
1. EXTREMELY LOW: 20% OF MEDIAN																
a. Studio					5	189									5	189
b. 1 BR, 1 BA	2	211	2	320	2	211	4	267	4	217					14	244
c. 2 BR, 1 BA			1	366					5	220					6	244
d. 2 BR, 2 BA															0	-
e. Totals 20%	2		3		7		4		9		0		0		25	
2. EXTREMELY LOW: 21-25% OF MEDIAN																
a. Studio					14	259									14	259
b. 1 BR, 1 BA	5	292	9	401	5	297	4	355	17	291	4	297	1	303	45	320
c. 2 BR, 1 BA	2	321							4	308					6	312
d. 2 BR, 2 BA															0	-
e. Totals 21-25%	7		9		19		4		21		4		1		65	
3. EXTREMELY LOW: 26-30% OF MEDIAN																
a. Studio					7	345									7	345
b. 1 BR, 1 BA	5	376	4	479	2	381	6	460	13	389	3	376	3	395	36	408
c. 2 BR, 1 BA			2	551					9	425					11	448
d. 2 BR, 2 BA															0	-
e. Totals 26-30%	5		6		9		6		22		3		3		54	
Total extremely low =	14		18		35		14		52		7		4		144	
Percent of total	46.67%		25.71%		53.03%		51.85%		35.62%		46.67%		28.57%		39.13%	
4. VERY LOW: 31-35% OF MEDIAN																
a. Studio					3	401									3	401
b. 1 BR, 1 BA	3	443	4	560	4	451	4	515	9	453	3	445	3	460	30	474
c. 2 BR, 1 BA			1	640					6	484					7	506
d. 2 BR, 2 BA															0	-
e. Totals 31-35%	3		5		7		4		15		3		3		40	
5. VERY LOW: 36-40% OF MEDIAN																
a. Studio					2	477									2	477
b. 1 BR, 1 BA	3	534	8	638	2	541	2	605	15	543	1	544	1	547	32	570
c. 2 BR, 1 BA			1	731					5	581					6	606
d. 2 BR, 2 BA															0	-
e. Totals 36-40%	3		9		4		2		20		1		1		40	
6. VERY LOW: 41-45% OF MEDIAN																
a. Studio					5	544									5	544
b. 1 BR, 1 BA	2	611	4	731	5	613	1	686	10	618	3	618	1	606	26	636
c. 2 BR, 1 BA			1	797					10	672					11	683
d. 2 BR, 2 BA															0	-
e. Totals 41-45%	2		5		10		1		20		3		1		42	
7. VERY LOW: 46-50% OF MEDIAN																
a. Studio					2	656									2	656
b. 1 BR, 1 BA	4	707	14	832	1	745	1	732	8	738	1	748	2	713	31	775
c. 2 BR, 1 BA	1	824	2	960					3	785					6	850
d. 2 BR, 2 BA															0	-
e. Totals 46-50%	5		16		3		1		11		1		2		39	
Total very low =	13		35		24		8		66		8		7		161	
Percent of total	43.33%		50.00%		36.36%		29.63%		45.21%		53.33%		50.00%		43.75%	
8. LOWER: 51-55% OF MEDIAN																
a. Studio					1	690									1	690
b. 1 BR, 1 BA	1	785	6	885			1	821	3	779					11	841
c. 2 BR, 1 BA									2	859					2	859
d. 2 BR, 2 BA															0	-
e. Totals 51-55%	1		6		1		1		5		0		0		14	
9. LOWER: 56-60% OF MEDIAN																
a. Studio					2	748									2	748
b. 1 BR, 1 BA			2	960	2	851			8	858			2	872	14	873
c. 2 BR, 1 BA									2	951					2	951
d. 2 BR, 2 BA															0	-
e. Totals 56-60%	0		2		4		0		10		0		2		18	

"SENIOR PROPERTIES"	CANDLEWOOD 30 UNITS		CARLOS ORTEGA 73 UNITS		CATALINA 72 UNITS		LA ROCCA VILLAS 27 UNITS		LAS SERENAS 150 UNITS		PUEBLOS 15 UNITS		SAGE CREST SR. 14 UNITS		TOTALS 381 UNITS	
	OCC	AR	OCC	AR	OCC	AR	OCC	AR	OCC	AR	OCC	AR	OCC	AR	OCC	AR
10. LOWER: 61-65% OF MEDIAN																
a. Studio															0	-
b. 1 BR, 1 BA			5	1,252			2	1,204	3	1,162			1	1,165	11	1,211
c. 2 BR, 1 BA															0	-
d. 2 BR, 2 BA															0	-
e. Totals 61-65%	0		5		0		2		3		0		1		11	
11. LOWER: 66-70% OF MEDIAN																
a. Studio															0	-
b. 1 BR, 1 BA									1	1,259					1	1,259
c. 2 BR, 1 BA															0	-
d. 2 BR, 2 BA															0	-
e. Totals 66-70%	0		0		0		0		1		0		0		1	
12. LOWER: 71-75% OF MEDIAN																
a. Studio															0	-
b. 1 BR, 1 BA			2	1,431					1	1,357					3	1,406
c. 2 BR, 1 BA															0	-
d. 2 BR, 2 BA															0	-
e. Totals 71-75%	0		2		0		0		1		0		0		3	
13. LOWER: 76-80% OF MEDIAN																
a. Studio															0	-
b. 1 BR, 1 BA			1	1,398					2	1,505					3	1,469
c. 2 BR, 1 BA									1	1,699					1	1,699
d. 2 BR, 2 BA															0	-
e. Totals 76-80%	0		1		0		0		3		0		0		4	
Total lower =	1		16		5		3		23		0		3		51	
Percent of total	3.33%		22.86%		7.58%		11.11%		15.75%		0.00%		21.43%		13.86%	
14. MODERATE: 81-120% OF MEDIAN																
a. Studio					1	1,425									1	1,425
b. 1 BR, 1 BA	1	1,289			1	1,611	2	1,589	2	1,399					6	1,479
c. 2 BR, 1 BA	1	2,010							3	1,913					4	1,937
d. 2 BR, 2 BA			1	2,010											1	2,010
Total moderate =	2		1		2		2		5		0		0		12	
Percent of total	6.67%		1.43%		3.03%		7.41%		3.42%		0.00%		0.00%		3.26%	
15. Total units occupied:	30		70		66		27		146		15		14		368	
16. Occupancy rate =	100%		96%		92%		100%		97%		100%		100%		97%	
NOTE: For each project, to calculate average rent for a unit type at an income level, divide the total rental income of that unit type at that income level by the number of occupied units of that unit type at that income level.															Occ Rate excluding properties under const/renov	
															97%	

REPORT #2 - MONTHLY NET OPERATING INCOME STATEMENT:

REPORTING MONTH: April - 25

"MULTI-FAMILY PROPERTIES"

REPORTED BY: CYNDI KARP

REPORT DATE: 5/20/2025

INCOME LEVEL OF OCCUPANT	AVAILABLE UNITS	CALIFORNIA VILLAS 141	DESERT POINTE 64	LAGUNA PALMS 48	NEIGHBORS 24	ONE QUAIL PLACE 384	PALM VILLAGE 36	SANTA ROSA 20	TAOS PALMS 16	MONTHLY TOTALS 733
REVENUE										
<u>EXTREMELY LOW: 20%</u>										
Occupied units		11	8	4	1	24	5	1	-	54
Total rental income		2,500	1,748	772	232	5,886	1,168	220		12,526
Per occupied unit		227	219	193	232	245	234	220		232
<u>EXTREMELY LOW: 21% --> 25%</u>										
Occupied units		20	13	4	2	54	4	-	1	98
Total rental income		6,544	3,781	1,236	646	17,214	1,324	-	323	31,068
Per occupied unit		327	291	309	323	319	331		323	317
<u>EXTREMELY LOW: 26% --> 30%</u>										
Occupied units		12	4	4	3	25	4	2	1	55
Total rental income		5,234	1,611	1,575	1,329	10,993	1,703	862	391	23,698
Per occupied unit		436	403	394	443	440	426	431	391	431
<u>VERY LOW: 31% --> 35%</u>										
Occupied units		7	3	6	2	16	3	1	1	39
Total rental income		3,436	1,326	2,844	1,012	7,821	1,482	474	486	18,881
Per occupied unit		491	442	474	506	489	494	474	486	484
<u>VERY LOW: 36% --> 40%</u>										
Occupied units		17	3	3	-	24	2	2	-	51
Total rental income		9,749	1,503	1,708		14,124	1,250	1,148		29,482
Per occupied unit		573	501	569		589	625	574		578
<u>VERY LOW: 41% --> 45%</u>										
Occupied units		14	4	4	2	32	4	4	1	65
Total rental income		9,099	2,322	2,652	1,378	21,814	2,762	2,708	652	43,387
Per occupied unit		650	581	663	689	682	691	677	652	667
<u>VERY LOW: 46% --> 50%</u>										
Occupied units		16	1	2	1	43	5	2	3	73
Total rental income		12,265	680	1,506	826	35,081	3,720	1,542	2,306	57,926
Per occupied unit		767	680	753	826	816	744	771	769	794
<u>VERY LOW Up to 50%</u>										
Occupied units		97	36	27	11	218	27	12	7	435
Total rental income		48,827	12,971	12,293	5,423	112,933	13,409	6,954	4,158	216,968
Per occupied unit		503	360	455	493	518	497	580	594	499
<u>LOWER: 51% --> 55%</u>										
Occupied units		6	4	2	3	16	2	-	1	34
Total rental income		4,842	3,005	1,712	2,613	13,692	1,768	-	871	28,503
Per occupied unit		807	751	856	871	856	884		871	838
<u>LOWER: 56% --> 60%</u>										
Occupied units		13	1	5	3	26	3	1	3	55
Total rental income		11,636	842	4,553	2,855	24,290	2,893	951	2,821	50,841
Per occupied unit		895	842	911	952	934	964	951	940	924
<u>LOWER: 61% --> 65%</u>										
Occupied units		6	2	5	2	25	-	3	-	43
Total rental income		7,131	2,082	6,224	2,584	30,731	-	3,796		52,548
Per occupied unit		1,189	1,041	1,245	1,292	1,229		1,265		1,222
<u>LOWER: 66% --> 70%</u>										
Occupied units		4	-	1	-	22	-	-	1	28
Total rental income		5,168	-	1,354	-	29,924	-	-	1,354	37,800
Per occupied unit		1,292		1,354		1,360			1,354	1,350
<u>LOWER: 71% --> 75%</u>										
Occupied units		1	5	-	1	14	1	-	-	22
Total rental income		1,390	6,356	-	1,511	20,907	1,499	-	-	31,663
Per occupied unit		1,390	1,271		1,511	1,493	1,499			1,439
<u>LOWER: 76% --> 80%</u>										
Occupied units		-	1	1	-	16	-	1	-	19
Total rental income			1,213	1,544		25,749		1,532		30,038
Per occupied unit			1,213	1,544		1,609		1,532		1,581
<u>LOWER: 81% --> 80%</u>										
Occupied units		30	13	14	9	119	6	5	5	201
Total rental income		30,167	13,498	15,387	9,563	145,293	6,160	6,279	5,046	231,393
Per occupied unit		1,006	1,038	1,099	1,063	1,221	1,027	1,256	1,009	1,151
<u>MODERATE: 81% --> 120%</u>										
Occupied units		10	12	4	3	34	1	1	2	67
Total rental income		15,286	18,894	6,807	5,726	57,423	2,010	2,010	3,493	111,649
Per occupied unit		1,529	1,575	1,702	1,909	1,689	2,010	2,010	1,747	1,666
<u>Summary Income:</u>										
Rent Roll Expected Income		94,280	45,363	34,487	20,712	315,649	21,579	15,243	12,697	560,010
Delinquent Income		2,052	(4,020)	(3,427)	(2,535)	8,603	(1,058)	(2,010)	(1,158)	(3,553)
Actual Rent Received		96,332	41,343	31,060	18,177	324,252	20,521	13,373	11,539	556,597
<u>Other Income:</u>										
Laundry		435	-	274	-	3,439	540	214	-	4,902
Other (Credit Report/Late Fees)		1,417	(295)	380	(105)	2,181	175	75	210	4,038
Total Operating Income		98,184	41,048	31,714	18,072	329,872	21,236	13,662	11,749	565,537
Occupied Units		137	61	45	23	371	34	18	14	703
Income per occupied unit		717	673	705	786	889	625	759	839	804
EXPENSES										
<u>Operating Expenses:</u>										
Payroll		19,374	8,905	6,350	2,955	75,756	4,171	1,628	2,350	121,489

REPORT #2 - MONTHLY NET OPERATING INCOME STATEMENT:

REPORTING MONTH: April - 25

"MULTI-FAMILY PROPERTIES"

REPORTED BY: CYNDI KARP

REPORT DATE: 5/20/2025

INCOME LEVEL OF OCCUPANT	AVAILABLE UNITS	CALIFORNIA VILLAS 141	DESERT POINTE 64	LAGUNA PALMS 48	NEIGHBORS 24	ONE QUAIL PLACE 384	PALM VILLAGE 36	SANTA ROSA 20	TAOS PALMS 16	MONTHLY TOTALS 733
Per occupied unit		141	146	141	128	204	123	90	168	173
Administrative		6,879	4,205	2,602	1,045	21,880	2,489	980	422	40,502
Per occupied unit		50	69	58	45	59	73	54	30	58
Advertising/Promotion		-	130	-	-	-	-	-	-	130
Per occupied unit		-	2	-	-	-	-	-	-	0
Contract Services		(42,812)	(4,508)	1,479	(4,318)	13,380	(1,944)	(2,823)	(3,667)	(45,213)
Per occupied unit		(312)	(74)	33	(188)	36	(57)	(157)	(262)	(64)
Utility Services		13,898	5,098	5,242	3,563	13,310	968	1,561	2,724	46,363
Per occupied unit		101	84	116	155	36	28	87	195	66
Maintenance		9,779	4,899	5,966	2,074	26,845	1,657	3,499	1,780	56,500
Per occupied unit		71	80	133	90	72	49	194	127	80
Replacement expense		4,910	4,130	958	1,865	9,880	-	-	-	21,744
Per occupied unit		36	68	21	81	27	-	-	-	31
Capital expense		-	-	-	-	-	-	-	-	-
Per occupied unit		-	-	-	-	-	-	-	-	-
Total Operating Expenses		12,028	22,860	22,597	7,185	161,050	7,340	4,845	3,608	241,513
Per occupied unit		88	375	502	312	434	216	269	258	344

Summary Revenue and Expenses

Total Operating Income	98,184	41,048	31,714	18,072	329,872	21,236	13,662	11,749	565,537
Total Operating Expenses	12,028	22,860	22,597	7,185	161,050	7,340	4,845	3,608	241,513
Monthly Net Operating Income	86,156	18,188	9,117	10,887	168,822	13,896	8,817	8,141	324,024
Per occupied unit	629	298	203	473	455	409	490	582	461

FYTD Net Operating Income*

	382,778	109,781	78,000	70,310	1,233,883	44,497	70,539	64,713	2,054,502
Previous Fiscal Year NOI (6/30/2024)*	297,200	112,539	62,592	30,825	1,275,759	97,026	45,323	20,935	1,942,199

* For comparison purposes, Net Operating Income YTD excludes all capital expenditures and corresponding reimbursement, as those are typically paid from replacement reserve funds and/or bond funds at this time (not PDHA revenue).

REPORT #2 - MONTHLY NET OPERATING INCOME STATEMENT:

REPORTING MONTH: April - 25

"SENIOR PROPERTIES"

REPORTED BY: CYNDI KARP

REPORT DATE: 5/20/2025

INCOME LEVEL OF OCCUPANT	AVAILABLE UNITS	CANDLEWOOD 30	CARLOS ORTEGA 73	CATALINA GARDENS 72	LA ROCCA VILLAS 27	LAS SERENAS 150	PUEBLOS 15	SAGECREST SR. 14	MONTHLY TOTALS 381
REVENUE									
<u>EXTREMELY LOW: 20%</u>									
Occupied units		2	3	7	4	9	-	-	25
Total rental income		422	1,006	1,366	1,069	1,969			5,832
Per occupied unit		211	335	195	267	219			233
<u>EXTREMELY LOW: 21% --> 25%</u>									
Occupied units		7	9	19	4	21	4	1	65
Total rental income		2,103	3,606	5,107	1,420	6,170	1,188	303	19,897
Per occupied unit		300	401	269	355	294	297	303	306
<u>EXTREMELY LOW: 26% --> 30%</u>									
Occupied units		5	6	9	6	22	3	3	54
Total rental income		1,882	3,052	3,179	2,762	8,886	1,129	1,184	22,074
Per occupied unit		376	509	353	460	404	376	395	409
<u>VERY LOW: 31% --> 35%</u>									
Occupied units		3	5	7	4	15	3	3	40
Total rental income		1,328	2,880	3,006	2,060	6,984	1,335	1,380	18,973
Per occupied unit		443	576	429	515	466	445	460	474
<u>VERY LOW: 36% --> 40%</u>									
Occupied units		3	9	4	2	20	1	1	40
Total rental income		1,603	5,838	2,036	1,210	11,043	544	547	22,821
Per occupied unit		534	649	509	605	552	544	547	571
<u>VERY LOW: 41% --> 45%</u>									
Occupied units		2	5	10	1	20	3	1	42
Total rental income		1,222	3,721	5,786	686	12,902	1,853	606	26,776
Per occupied unit		611	744	579	686	645	618	606	638
<u>VERY LOW: 46% --> 50%</u>									
Occupied units		5	16	3	1	11	1	2	39
Total rental income		3,650	13,568	2,057	732	8,263	748	1,425	30,443
Per occupied unit		730	848	686	732	751	748	713	781
<u>VERY LOW: Up to 50%</u>									
Occupied units		27	53	59	22	118	15	11	305
Total rental income		12,210	33,671	22,537	9,939	56,217	6,797	5,445	146,816
Per occupied unit		452	635	382	452	476	453	495	481
<u>LOWER: 51% --> 55%</u>									
Occupied units		1	6	1	1	5	-	-	14
Total rental income		785	5,308	690	821	4,054	-	-	11,658
Per occupied unit		785	885	690	821	811			833
<u>LOWER: 56% --> 60%</u>									
Occupied units		-	2	4	-	10	-	2	18
Total rental income		-	1,920	3,198	-	8,764	-	1,744	15,626
Per occupied unit		-	960	800	-	876	-	872	868
<u>LOWER: 61% --> 65%</u>									
Occupied units		-	5	-	2	3	-	1	11
Total rental income		-	6,262	-	2,407	3,486	-	1,165	13,320
Per occupied unit		-	1,252	-	1,204	1,162	-	1,165	1,211
<u>LOWER: 66% --> 70%</u>									
Occupied units		-	-	-	-	1	-	-	1
Total rental income		-	-	-	-	1,259	-	-	1,259
Per occupied unit		-	-	-	-	1,259	-	-	1,259
<u>LOWER: 71% --> 75%</u>									
Occupied units		-	2	-	-	1	-	-	3
Total rental income		-	2,861	-	-	1,357	-	-	4,218
Per occupied unit		-	1,431	-	-	1,357	-	-	1,406
<u>LOWER: 76% --> 80%</u>									
Occupied units		-	1	-	-	3	-	-	4
Total rental income		-	1,398	-	-	4,709	-	-	6,107
Per occupied unit		-	1,398	-	-	1,570	-	-	1,527
<u>LOWER: 81% --> 80%</u>									
Occupied units		1	16	5	3	23	-	3	51
Total rental income		785	17,749	3,888	3,228	23,629	-	2,909	52,188
Per occupied unit		785	1,109	778	1,076	1,027	-	970	1,023
<u>MODERATE: 81% --> 120%</u>									
Occupied units		2	1	2	2	5	-	-	12
Total rental income		3,299	2,010	3,036	3,177	8,535	-	-	20,057
Per occupied unit		1,650	2,010	1,518	1,589	1,707	-	-	1,671

REPORT #2 - MONTHLY NET OPERATING INCOME STATEMENT:

REPORTING MONTH: April - 25

"SENIOR PROPERTIES"

REPORTED BY: CYNDI KARP

REPORT DATE: 5/20/2025

INCOME LEVEL OF OCCUPANT	AVAILABLE UNITS	CANDLEWOOD 30	CARLOS ORTEGA 73	CATALINA GARDENS 72	LA ROCCA VILLAS 27	LAS SERENAS 150	PUEBLOS 15	SAGECREST SR. 14	MONTHLY TOTALS 381
Summary Income:									
Rent Roll Expected Income		16,294	53,430	29,461	16,344	88,381	6,797	8,354	219,061
Delinquent Income		(982)	(180)	(2,070)	(452)	3,439	-	-	(245)
Actual Rent Received		15,312	53,250	27,391	15,892	91,820	6,797	8,354	218,816
Other Income:									
Laundry		-	-	61	27	888	-	-	976
Other (Credit Report/Late Fees)		(125)	270	125	-	145	-	-	415
Total operating income		15,187	53,520	27,577	15,919	92,853	6,797	8,354	220,207
Occupied Units		30	70	66	27	146	15	14	368
Income per occupied unit		506	765	418	590	636	453	597	598

EXPENSES**Operating Expenses:**

Payroll	4,925	13,792	11,756	5,230	14,775	2,838	1,931	55,247
Per occupied unit	164	197	178	194	101	189	138	150
Administrative	1,485	5,882	4,101	1,456	8,871	743	693	23,230
Per occupied unit	50	84	62	54	61	50	50	63
Advertising/promotion	-	375	-	-	285	-	-	661
Per occupied unit	-	5	-	-	2	-	-	2
Contract services	(1,683)	3,368	15	(3,661)	(6,226)	(2,221)	(2,745)	(13,153)
Per occupied unit	(56)	48	0	(136)	(43)	(148)	(196)	(36)
Utility services	793	2,912	6,069	1,616	8,251	1,117	(172)	20,586
Per occupied unit	26	42	92	60	57	74	(12)	56
Maintenance	3,896	1,246	2,853	71	6,743	1,407	-	16,217
Per occupied unit	130	18	43	3	46	94	-	44
Replacement expense	679	-	6,908	-	5,513	-	-	13,100
Per occupied unit	23	-	105	-	38	-	-	36
Capital expense	-	-	-	-	-	-	-	-
Per occupied unit	-	-	-	-	-	-	-	-
Total Operating Expenses	10,094	27,576	31,702	4,712	38,211	3,883	(292)	115,887
Per occupied unit	336	394	480	175	262	259	(21)	315

Summary Revenue and Expenses

Total Operating Income	15,187	53,520	27,577	15,919	92,853	6,797	8,354	220,207
Total Operating Expenses	10,094	27,576	31,702	4,712	38,211	3,883	(292)	115,887
Monthly Net Operating Income	5,093	151,515	(41,969)	11,208	54,641	2,914	8,646	104,320
Per occupied unit	170	2,164	(636)	415	374	194	618	283

FYTD Net Operating Income*

6,584	214,487	(44,087)	(29,750)	357,867	(9,323)	15,611	511,390
--------------	----------------	-----------------	-----------------	----------------	----------------	---------------	----------------

Previous Fiscal Year NOI (6/30/2024)*

(30,763)	156,040	(102,677)	(47,400)	490,379	(1,760)	3,722	467,542
-----------------	----------------	------------------	-----------------	----------------	----------------	--------------	----------------

* For comparison purposes, Net Operating Income YTD excludes all capital expenditures and corresponding reimbursement, as those are typically paid from replacement reserve funds and/or bond funds at this time (not PDHA revenue)

**HOUSING COMMISSION
PALM DESERT HOUSING AUTHORITY
STAFF REPORT**

MEETING DATE: June 11, 2025

PREPARED BY: Cyndi Karp – FGA Regional Supervisor

SUBJECT: RESIDENT ACTIVITIES AT PDHA PROPERTIES

RECOMMENDATION:

1. Receive and File.

BACKGROUND/ANALYSIS:

May 2025 Resident Activity held at this PDHA Property: Carlos Ortega Villas.

FINANCIAL IMPACT:

Funding used for the resident activities comes out of the Resident Activities budget for each respective property.

ATTACHMENTS:

1. PowerPoint Presentation

Carlos Ortega Villas: Cinco De Mayo Resident Party



**HOUSING COMMISSION
PALM DESERT HOUSING AUTHORITY
STAFF REPORT**

MEETING DATE: June 11, 2025

PREPARED BY: Daniel Mora, Senior Administrative Assistant

SUBJECT: HOME IMPROVEMENT PROGRAM ACTIVITY REPORT FOR APRIL 2025

RECOMMENDATION:

1. Receive and file the Home Improvement Activity Report for April 2025.

FINANCIAL IMPACT:

There is no financial impact with this request.

ATTACHMENTS:

1. Home Improvement Activity Report for April 2025

PALM DESERT HOUSING AUTHORITY
Home Improvement Program Activity Report
Month of April 2025

	NO. ACTIVITY
Inquiries (call, email, walkin)	0
Applications Provided	0
Applications Received	0
Eligible	0
Ineligible (does not meet program criteria)	0
Referral to Energy Savings Assistance Program	0
Referral to Brush with Kindness	0

HOUSING COMMISSION

	Year	2025	2025	2025	2025	2025	2024	2024	2024	2024	2024	2024	2024	2024	Total Absences	
	Month	May	Apr	Mar	Feb	Jan	Dec	Nov	Oct	Sep	Aug	Jul	Jun	May	Unexcused	Excused
	Day	14	9	12	12	8	11	13	9	11	-	-	12	8		
Bauer, Kathleen		P	E	P	P	P	P	P	P	P	-	-	E	P	0	2
Buller, Jan		P	P	P	P	P	P	P	P	P	-	-	P	E	0	1
Docken, Olivia		E	A	P	P	P	P	P	P	P	-	-	P	P	1	1
Firestine, Andrew		P	P	E	P	P	P	E	P	P	-	-			0	2
Moore, Dominic		P	P	P	P	E	P	P	P	P	-	-	P	P	0	1
Morrison, Melody		P	P	P	P	P	P	P	P	P	-	-	P	P	0	0
Siddiq, Franchon-Marie		E	P	P	P	P	P	P	P	P	-	-	P	P	0	1

Palm Desert Municipal Code 2.34.010

Monthly: Three unexcused absences from regular meeting in any twelve-month period shall constitute an automatic resignation of members holding office on boards that meet monthly.

Please contact the Recording Secretary to discuss any attendance concerns.

- P Present
- P Remote
- A Absent
- E Excused
- No Meeting
- Resigned/Not Yet Appointed