

**STAFF REPORT
PALM DESERT HOUSING AUTHORITY
PUBLIC WORKS DEPARTMENT**

MEETING DATE: May 14, 2020

PREPARED BY: Randy Chavez, Landscape Supervisor

REQUEST: Award Contract No. C39820 for Landscape Maintenance Area (LMA) No. 16 to Vintage Associates, Inc., of Bermuda Dunes, California, in an annual amount of \$342,000.00, and include repair work and services for an annual amount of \$50,000 (Project No. 916-21)

Recommendation

By Minute Motion:

- 1) Award Contract No. C39820 for Landscape Maintenance Area (LMA) No. 16 to Vintage Associates, Inc., of Bermuda Dunes, California, in an annual amount of \$342,000.00; and
- 2) Authorize extra work and services for an annual amount of \$50,000; and
- 3) Authorize the City Manager to execute said contract.

Funds are available in Account No. 1104611-4332001, R/M Parks, 1104611-4339100, Community Gardens, and 2764374-4332000, Haystack.

Strategic Plan

The Parks and Recreation Priority 1 Goal is highlighted with this project. The Priority 1 Goal mandates that our park system be maintained in a high-quality state.

Background Analysis

Landscape Maintenance Area No. 16 includes the monthly landscape maintenance of Hovley Soccer Park, Freedom Park, Joe Mann Park, University Park East, and University Dog Park. Historically, this contract has been awarded based on low bid criteria. However, with this selection process, staff found contractors would provide artificially low bids in order to secure the contract, and then fail to perform the work up to City standards.

To address this issue, staff modified the selection process, in concurrence with the City Attorney, to select contractors based on qualifications as well as cost. This allows the City to include experience, equipment availability and condition, as well as qualified labor assigned to this project in determining the best-qualified firm. Staff has utilized this process successfully with other landscape maintenance services in the City and the level of service and quality of maintenance has improved substantially.

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In order to get a more cost effective and comprehensive proposal, staff added Landscape Maintenance Area No. 18 to this contract, which includes Palma Village Park, Ironwood Park, Cahuilla Hills Park, Homme-Adams Park, Washington Charter School and the Community Gardens. Also included are the Haystack Drainage and Smoketree Natural Areas, which were in LMA 1, a street median maintenance contract, and two Administrative Contracts. This approach will reduce the number of landscape contracts managed by the City and helps in the standardization of the City's landscape maintenance criteria.

A Notice Inviting Proposals for Landscape Maintenance Area No. 16 was advertised, and on April 14, 2020, staff received five proposals. A selection committee that included a staff member from Community Development, the City Manager's Office, and the Public Works Department, reviewed the proposals and ranked them as follows:

CONTRACTOR	LOCATION	RANKING	SCORE
Vintage Associates, Inc.	Bermuda Dunes, CA	1	91%
Conserve Landcare	Thousand Palms, CA	2	88%
Mariposa Landscape, Inc.	Irwindale, CA	3	85%
KLS Inc.	Indio, CA	4	79%
Excel Landscape, Inc.	Corona, CA	5	79%

Vintage Associates, Inc., is the highest ranked proposer and their cost proposal was the second lowest, 5.5% more than the lowest proposal received. However, Vintage Associates, Inc. has committed to having seven (7) full time employees assigned to this contract compared to four (4) from the lowest bidder. Based on PDMC 3.30.140 Best Competitive Value Procedure, staff recommends awarding to Vintage Landscape, Inc., for a period of three years with an option of two, one-year extensions.

The request to authorize funds for extra work and additional services is to cover the unquantifiable activities that may arise and are necessary for landscape maintenance services. These are not part of the landscape maintenance contract, and includes items such as the repair and replacement of irrigation and landscape lighting equipment, emergency tree work, replacement of trees and shrubs, pest control, accident or vandalism repair, replacement of damaged signs and other items, water conservation related work, and performing enhancement work as needed. When extra is required, the contractor who maintains the area is generally the least expensive and the quickest to respond since their staff is already on site. Utilizing the same contractor for the maintenance and extra work ensures continuity and reduces the likelihood of potential conflicts.

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Fiscal Analysis

This contract is included within the proposed Fiscal Year 2020-2021 operating budget. The contract consolidates Landscape Maintenance Areas 16 and 18, and adds the Haystack Drainage, Smoketree Natural Areas and two Administrative Contracts, resulting in an annual cost increase of \$6,768. The reduction in costs to the other contract that included these areas offsets the cost increase. The overall costs for providing landscape services for the areas covered in this contract are comparable to the costs for providing these services individually. Therefore, beyond the contract amount, there is no fiscal impact.

LEGAL REVIEW	DEPT. REVIEW	FINANCIAL REVIEW	ASSISTANT CITY MANAGER
RWH Robert W. Hargreaves City Attorney	<i>Tom Garcia</i> Tom Garcia, P.E. Director of Public Works	<i>Janet M. Moore</i> Janet M. Moore Director of Finance	<i>Andy Firestine</i> Andy Firestine Assistant City Manager
City Manager, Lauri Aylaian: <i>LA</i>			

CONTRACTOR: Vintage Associates, Inc.
 78-755 Darby Road,
 Bermuda Dunes, CA 92203

ATTACHMENTS: Agreement (Payment & Performance Bonds)
 Contractor's Proposal
 Vicinity Map

AGREEMENT AND BONDS

CITY OF PALM DESERT
MAINTENANCE SERVICES AGREEMENT

CONTRACT NO. C39820

1. PARTIES AND DATE.

This Agreement is made and entered into this **14th day of May, 2020**, by and between the City of Palm Desert, 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, County of Riverside, State of California (“City”) and **Vintage Associates, Inc.**, its principal place of business at 78-755 Darby Road, Bermuda Dunes, California 92203, (“Contractor”). City and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

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 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.

City desires to engage Contractor to render such services for the **C39820 Project No. 916-21** project (“Project”) as set forth in this Agreement.

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, 2020 to June 30, 2023, 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.

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 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 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 the Director of Public Works 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 Gregory A. Gritters, 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 City of Palm Desert 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 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 **Two Hundred and Fifty Dollars (\$250.00)** 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 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 City of Palm Desert 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 or City 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 officers, agents, employees and volunteers.

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, 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 City, 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.

(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 to 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 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.

(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 "D" 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 "D" 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 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 substance 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 reinstatement 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 total compensation shall not exceed **Three Hundred Forty Two Thousand Dollars and no/00 (\$342,000.00) annually** 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 fina

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 \$15,000 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 officials, officers, employees and agents 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 officials, officers, employees and agents 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 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.

3.4.3 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:

Vintage Associates, Inc.
78-755 Darby Road
Bermuda Dunes, California 92203
Attn: Gregory A. Gitters

City of Palm Desert
73-510 Fred Waring Drive
Palm Desert, CA 92260-2578
Attn: City Clerk

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 officials, employees, agents and authorized volunteers 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 City or its officials, employees,

agents and authorized volunteers. In addition, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, employees, agents and authorized volunteers as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City or its officials, employees, agents and authorized volunteers 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 City and its officials, employees, agents and authorized volunteers, 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, City, its officials, employees, agents and authorized volunteers.

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 work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers 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 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 City of Palm Desert to Enter Agreement. Contractor has all requisite power and City of Palm Desert 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 City of Palm Desert 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 FOR MAINTENANCE SERVICES AGREEMENT
BETWEEN THE CITY OF PALM DESERT
A**

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

VINTAGE ASSOCIATES, INC.
IF CORPORATION, TWO SIGNATURES, PRESIDENT
OR VICE-PRESIDENT **AND** SECRETARY OR
TREASURER **REQUIRED.**

By: _____
GINA NESTANDE
MAYOR

By: _____

ATTEST:

Its: _____

By: _____
City Clerk

Printed
Name: _____

By: _____

APPROVED AS TO FORM:

Its: _____

By: _____
Best Best & Krieger LLP
City Attorney

Printed
Name: _____

Contractor's License Number and
Classification

DIR Registration Number *(if applicable)*

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)
- Partner(s) Limited
 - Attorney-In-Fact General
 - 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

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
- Attorney-In-Fact General
- 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

EXHIBIT "A"
SCOPE OF SERVICES

ATTACHMENT A

PROPOSED SCOPE OF SERVICES

2. SCOPE OF WORK

The work to be done consists of furnishing all labor, materials, necessary tools and machinery, supervision, and all utility and transportation services required to provide landscape maintenance services for City of Palm Desert Landscape Maintenance in accordance with the Contract Documents at the following locations:

2.1 LOCATIONS

1. Joe Mann Park is located at 77-810 California Avenue, on the north side of California Avenue between Warner Trail and Washington Street. Improvements consist of restrooms and adjacent hardscape, covered picnic area, tot playground, turf open space, dog park, volleyball court, basketball court, rose garden, paved parking lot and parking lot planters.

2. Freedom Park is located at 77-400 Country Club Drive. This area includes turf, irrigation, trees, planter areas, community gardens, playgrounds, dog park, volleyball courts (2), basketball courts (3), Pickleball courts (8), and sports fields (baseball, soccer, and Ronald Reagan Fields).

3. Stonebridge Easements include the north-south access road off Tamarisk Row Drive from Brisa Drive north to the railroad tracks. (The access road lies between the existing Palm Desert Regency Estates storage yard to the west and the established Stonebridge perimeter landscape to the east.) The Stonebridge Easements also include the area between the Stonebridge north property line and the railroad property, from the north-south access road on the west, east to Freedom Park.

4. Hovley Soccer Park is located at 74-735 Hovley Lane East, on the south side of the street, west of Corporate Way. Maintenance does not include the CVWD well site at the northwest corner of the park. The southern perimeter of the park runs along Avenue 42 from Hovley Gardens Drive West to the eastern block wall and includes the planters along the CVWD well site and the vacant planter along the south block wall.

5. University Park Dog Park is located at 74-802 University Park Drive, at the west intersection of University and College Drive. This area includes turf, planter areas, shade structures and a restroom.

6. University Park East is located at 74-902 University Park Drive, at the east intersection of University and College Drive. This area includes restrooms, playground(s), basketball court, turf and planter areas.

7. Ironwood Park is located at 47-800 Chia Drive, on the east side of Chia Drive between Haystack Road and Loma Vista Lane and is an improved natural park. Improvements consist of restrooms, covered picnic areas, tot playground, open turf area,

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paved parking lot, enhanced natural landscape with trails, planter areas with irrigation, sidewalks, and other hardscape areas.

8. Washington Charter School Park is located at 45-768 Portola Avenue, and on the corner of Chicory Street and Lantana Avenue in the east quadrant of the Washington Charter School property. Improvements to be maintained in this contract include all turf area inside the perimeter fence, tot playground and adjacent rubber and hardscape surfaces, basketball court and perimeter planters and sidewalks along Chicory Street and Lantana Avenue.

9. Cahuilla Park is located at 45-825 Edgehill Drive, on the west side of the storm channel at Edgehill Drive and Green Way, and is a natural park with minor improvements, and a restroom. Improvements include a few picnic tables and irrigation system for selective trees and plants. Two tennis courts are available for public use.

10. Robert A. Spiegel Community Gardens are located on the west side of San Pablo Avenue between Santa Rosa Way and Royal Palm Drive. Improvements consist of restroom, planter areas outside perimeter fence, maintaining all surfaces inside perimeter fence, paved parking lot and covered picnic areas.

11. Homme/Adams Park is located at 72-500 Thrush Road, along the Palm Valley storm channel west of Highway 74 at the terminus of Thrush Road, starting 100 feet south of Southcliffe Road to the north park boundary, which includes upper park shelter area. It runs along the west side of the split rail fence. This is a 24+/- acre natural area. Improvements include two park shelters, trashcans, parking areas and various trails. Maintenance will include park shelter cleaning, litter removal, changing of trashcan liners, maintaining small irrigation system that irrigate palm trees, and removing weeds and volunteer plant material not native to the area.

12. Palma Village Park is located on the corner of De Anza Way and San Carlos Avenue Improvements include a tot lot, sand volleyball, turf and planter areas with irrigation, a restroom, basketball court, picnic tables, benches and trash cans.

13. Smoketree Natural Area is located on the north side of Haystack Road from Heliotrope Drive east to Portola Avenue and Portola Avenue north to Marrakesh Access Road driveway. Included in the Smoketree Natural Area is the natural open space located at the southwest corner of Haystack Road and Portola Avenue that encompasses approximately an additional 81,000 square feet.

14. Haystack Drainage Channel is located on the north side of Haystack Road, from Highway 74 to the extent of improvements east of Heliotrope Drive, and on Highway 74 from Haystack Road to the Deep Canyon Tennis Club property line.

2.2 GENERAL SERVICES TO BE PERFORMED

Contractor shall provide the necessary manpower and equipment to maintain the areas listed in the specified locations, at the level of maintenance and service defined by City of Palm Desert. The work shall include, but is not limited to, proper horticultural practices, as defined in the City of Palm Desert Landscape Maintenance Manual, maintenance of all landscape materials and hardscape structures as designated in the following specifications and per the Frequency Schedule.

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

2.2 Contractor shall provide personnel fully trained in all phases of landscape maintenance, tree maintenance, and irrigation maintenance and operation. Contractor shall provide personnel capable of effective verbal communication with City of Palm Desert representatives. If City of Palm Desert deems personnel to be inadequate to accomplish the task at hand, City of Palm Desert 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.

2.3 Prior to commencement of the contract, designated City of Palm Desert representative(s) and the Contractor will perform a mandatory acceptance walk-through inspection of the contract area. It is Contractor's responsibility to identify to City of Palm Desert unacceptable conditions with plant material, trees, and/or irrigation systems at the time of the walk-through. At City of Palm Desert's discretion, unacceptable conditions may be resolved with the current (outgoing) contractor or with the successor Contractor on a "one-time only, extra-work" basis. After such corrections are made, the successor Contractor will be responsible for all contractual services.

2.4 Contractor shall replace, at no additional cost to City of Palm Desert for labor or materials, any plant or tree that dies beginning 30 days from commencement of the contract throughout the term of the contract, if such plant or tree demise is due to neglect, lack of maintenance, or otherwise improper care.

2.5 Contractor shall remove debris caused by all maintenance activities, including pruning and tree maintenance, on the same working day that such debris is accumulated.

2.6 Contractor shall provide the labor and equipment for the application of fertilizers and fertilizers with pre-emergent and post-emergent. Fertilizers with pre-emergent and post-emergent will be supplied by Contractor and reimbursed by the City of Palm Desert at actual cost plus 15% mark-up. City of Palm Desert reserves the right to purchase Standard fertilizer. The application of fungicides will be performed outside the scope of this contract.

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2.7 Monthly reports for irrigation, green waste and pesticide application shall be submitted no later than the first Monday of each month, for the preceding month. Monthly payments will not be processed until all required reports are received.

2.7.1 The Irrigation Monthly Report shall include, but not necessarily be limited to, the following: date, irrigation technician identification, site identification, controller and valve identification, description of service and/or repair, statement of plant material condition as relates to water needs, and a section for general notes or comments.

2.7.2 The Green Waste Monthly Report submittal shall include the green waste facility tipping ticket. The tipping ticket shall be clearly legible and shall contain the name and address of the waste facility, the weight, and the City of Palm Desert's name.

2.7.3 The Pesticide Application Monthly Report shall consist of a copy of the monthly report submitted to the Riverside County Agricultural Commissioner or, in the case of no pesticide applications made, a statement to that effect in the form of a letter or memorandum to City of Palm Desert.

3. SPECIFIC SERVICES TO BE PERFORMED

3.1 Plant Litter and Trash Control

3.1.1 Contractor shall remove and appropriately dispose of all plant litter (broken branches, broken limbs, excessive leaf-drop); trash and/or paper, cans, bottles, broken glass; dog droppings and any other out-of-place or discarded items. Plant litter includes plant debris caused by extreme temperatures or high winds.

3.1.2 Where trash cans and/or doggy stations are present, Contractor shall remove and dispose of their contents and replace the liners (City of Palm Desert may provide trash bags). Contractor shall wipe surfaces clean with a non-toxic cleaning solution.

3.2 Pest Control

3.2.1 Gophers will be controlled on an as-needed basis using City of Palm Desert-approved traps, within the scope of this contract. Ground squirrel control will be performed on an as-needed basis and is outside the scope of this contract.

3.2.2 Ants will be controlled on an as-needed basis, and is included in the scope of the contract. Red Imported Fire ant control is outside the scope of this contract. If Red Imported Fire ants are encountered the Contractor shall report the discovery to the City of Palm Desert prior to the end of the workday.

3.2.3 Contractor shall immediately report any bee activity (swarms or hives) detected to the City of Palm Desert. Bee removal is the responsibility of City of Palm Desert.

3.2.4 Aphids will be chemically controlled on oak trees in parking lots and along parkways. Fruit set will be chemically controlled on olive trees. These trees are located adjacent to parking lots, sidewalks, and hardscape areas designated for pedestrian traffic and use. Any recommended chemical treatment and the schedule for its application must be reviewed and approved in advance by City of Palm Desert. City of Palm Desert, at its discretion, may require from Contractor all Material Safety Data Sheets, pesticide labels, and Pesticide Control Advisor recommendations for any and all pesticide applications performed. Contractor will be responsible for the material and labor and perform this work as well for all posting as required by label and law.

3.2.5 Contractor shall provide control and/or eradication of all weeds, as needed. Areas to be weeded include: planters, gravel and decomposed granite areas, sidewalks, curbs, expansion joints, fence lines, drainage areas, cobble areas, bare areas, and the area around trees.

3.2.6 Mechanical and/or chemical methods of weed control are acceptable for annual and perennial weeds with the exception of Bermuda grass, nutsedge, and bindweed, which shall be controlled by chemical means only.

3.2.7 Contractor shall remove any debris generated by the weed control process after weeds have been sprayed and plant death has occurred.

3.2.8 Weeds in turf areas will be managed on an as-needed basis and shall be considered extra work.

3.3 Plant Maintenance

3.3.1 All plant material in the public right-of-way shall be maintained behind the curb line and/or sidewalk to allow for the safe passage of vehicles, pedestrians and/or the general public.

3.3.2 Dead flower stalks shall be pruned from plants at the conclusion of flowering. If plants (such as agaves) die after flowering, Contractor will remove the entire plant and, if needed, shall repair the irrigation and backfill the hole. There shall be no dead blossoms, stalks, branches or foliage left on an otherwise healthy plant for more than one month, unless otherwise directed by City of Palm Desert and/or the contract documents. If offshoots are present, they will be left in place and irrigation will be adjusted to assure adequate water supply to the offshoots.

3.3.3 Dead or weather-damaged plant material shall be pruned or removed under direction from City of Palm Desert within one week of notification.

3.3.4 The City of Palm Desert encourages contractors to familiarize themselves with the

City of Palm Desert's "Landscape Maintenance Guidelines" book. The book, intended to serve as a visual guide to contractors, also provides pruning techniques and a calendar for ideal maintenance timing. The City of Palm Desert may at its own discretion, alter time-lines or techniques and supply additional reference materials as the City of Palm Desert deems necessary.

3.3.5 The plant material will be pruned as needed, to keep plant material to scale based on the planter size, plant species, plant location and for safety purposes. The City of Palm Desert will work with the Contractor to determine appropriate size for each plant species. In addition, the Contractor shall perform a yearly pruning to reduce the size and density of all shrubs and groundcovers, as directed by the City of Palm Desert.

3.3.6 On occasion, high-profile areas will be seeded with wildflowers. City of Palm Desert staff will identify these areas to Contractor. It shall be Contractor's responsibility to maintain and preserve these wildflower population areas. Contractor shall be responsible to replace any wildflowers disturbed or destroyed by any of Contractor's maintenance activities.

3.3.7 Plant material installed by the Contractor shall be warranted for a period of ninety days from the date of acceptance by the City's Representative.

3.4 Tree Maintenance

3.4.1 All tree pruning shall be consistent with the current and applicable International Society of Arboriculture (ISA) guidelines, the American National Standards Institute (ANSI) standards, the City of Palm Desert's Landscape Maintenance Guidelines book and the Tree Pruning Ordinance.

3.4.2 Contractor shall perform safety and sucker pruning on all trees (including palms) eight feet (8) in height and under. All broadleaf and palm tree pruning will be performed outside this contract. Contractor shall prune fronds, flowers, and seed pods on all palms that have six (6) feet of brown trunk or less. City of Palm Desert may request that a Certified Arborist be on site when Contractor's staff safety prunes trees.

3.4.3 Tree branches shall be pruned as needed for traffic and pedestrian safety. Sidewalk clearance will be eight (8) feet and vehicular clearance fourteen (14) feet from grade. Trees must be maintained at seven (7) feet from playground equipment. Any broken, dead or detached limb is considered a hazard and upon notice from City of Palm Desert, Contractor must remove such limbs by close of business the same day.

3.4.4 Trees broken or damaged as a direct result of storm, wind, accident, vandalism or structural failure shall be pruned and/or removed, upon City of Palm Desert's request to Contractor, within 24 hours of notification and shall be an extra to this contract. Any debris blocking roadways or parking areas shall be removed within one hour of notification to Contractor. Replacement of trees and plants caused by reasons not related to contractual maintenance shall be reimbursable as an extra cost.

3.4.5 Trees planted by the Contractor shall be warranted for a period of one-year from the date of the acceptance by the City's Representative.

3.5 Turf Maintenance – General

3.5.1 All turf areas must be mowed in a manner that provides for the adequate and safe use of each facility for its intended purpose.

3.5.2 Bermuda grass will be mowed at $\frac{3}{4}$ " height during the active-growth period.

3.5.3 Rye grass will be mowed at 1" height starting with its first cut after over-seeding and continuing until spring when the Bermuda grass becomes active.

3.5.4 Baseball and soccer athletic fields shall be mowed with reel mowers and vacuumed after each mowing if deemed necessary by City of Palm Desert.

3.5.5 Baseball and soccer athletic fields will be mowed on non-consecutive days per the Frequency Schedule.

3.5.6 All turf areas will be mowed weekly and may be mowed with rotary mowers; however, if City of Palm Desert deems that the finished turf surface is irregular, aesthetically unacceptable, or if it creates a potential public safety issue, City of Palm Desert will require the turf area to be mowed with a reel mower. Excess clippings will be raked, swept and/or vacuumed leaving a regular, clean, aesthetically acceptable and safe turf surface. Removal of clippings will be at no extra cost to the City of Palm Desert.

3.5.7 Detailing and edging of turf shall include chemical and/or mechanical detailing using a string trimmer or an edger around buildings, sidewalks, mow strips, paved areas, valve boxes, goal posts, light fixtures, fence lines, walls, along infield edges, behind back-stops, drainage areas, and bare areas in planters. Only an edger shall be used on, but not be limited to hardscape areas such as sidewalks and mow strips. All other areas may use an edger or string trimmer as appropriate and as approved by City of Palm Desert.

3.5.8 Contractor shall provide the labor and equipment for the application of fertilizers and fertilizers with pre-emergent(s) and post-emergent(s). Fertilizer and fertilizer with pre-emergent(s) and post-emergent(s) will be supplied by Contractor. Standard fertilizer may be supplied by City of Palm Desert. In the event Contractor supplies standard fertilizer, the City of Palm Desert will reimburse Contractor at actual cost plus 15% mark-up. The Contractor shall apply irrigation immediately following any fertilizer application to effectively wash the product into the soil. Contractor shall also post notifications as required by the product labeling and law.

3.5.9 Mechanical core aeration shall be performed to a minimum depth of four inches (4"). Cores may be swept or mowed and dispersed during mowing operations unless otherwise requested by City of Palm Desert.

3.6 Turf Maintenance – Overseeding

3.6.1 Turf areas designated for over-seeding will be indicated in the Frequency Schedule. City of Palm Desert will provide specific dates and times for the over-seeding schedule based on the use of each facility.

3.6.2 Contractor shall begin lowering the height of the turf during the scheduled weekly mowing approximately three weeks before the final cut. One week before the final cut, Contractor will reduce irrigation to the minimum in the turf areas. Contractor shall mow turf to a height of one-half inch (1/2") and mower blades shall not be allowed to disturb the soil.

3.6.3 All grass clippings generated from this process will be vacuumed, swept or raked after each cut.

3.6.4 A light irrigation syringe cycle will be applied before the final cut to keep the dust levels to a minimum (per Coachella Valley Association of Governments guidelines).

3.6.5 Actual dates for the final mowing will be determined by City of Palm Desert. Mowing activities may vary due scheduled activities, condition of turf, and the actual mowing height needed to ensure seed-to-soil contact. Should Contractor fail to complete mowing or renovations during weekdays, Contractor shall adjust the schedule to work on Saturdays at no additional cost to City of Palm Desert. Advance permission to perform work on Saturdays is required.

3.6.6 The City of Palm Desert may supply grass seed. However, the City of Palm Desert may request that Contractor supply City of Palm Desert specified grass seed, and be reimbursed at the cost of material plus an allowable mark-up of fifteen percent (15%). The application rate for the seed shall be no less than ten (10) pounds per 1,000 square feet. The Contractor shall also spot seed and mulch as necessary, areas after germination to ensure a well-covered rye stand, at no additional labor cost as directed by the City of Palm Desert. The Contractor is to verify and confirm quantity of seed bags with City of Palm Desert personnel prior to installation and after seeding task is complete.

3.7 Turf Maintenance for Non-Overseeded Areas

3.7.1 From November 1 through March 31, mowing and irrigation on non-overseeded turf areas will be reduced per the Frequency Schedule.

3.8 Hardscape, and Decomposed Granite (DG) Planter Areas

3.8.1 Contractor shall remove any sand, gravel, grass, and plant clippings or debris from all sidewalk and hardscape areas after all maintenance activities or as indicated in the Frequency Schedule.

3.8.2 Daily sidewalk cleaning shall consist of removing debris from sidewalks by blowing

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or sweeping. Blower throttle to be maintained at the lowest practical setting possible.

3.8.3 Contractor shall rake planter areas. Contractor shall also rake underneath living plant material, unless directed not to do so by City of Palm Desert. Slope areas are to be raked horizontally and not from top to bottom. If existing grade is adversely affected by raking activities, Contractor shall re-establish an appropriate grade to the satisfaction of City of Palm Desert.

3.8.4 Using pressure-wash equipment at a minimum pressure rating of 3000 PSI, Contractor shall pressure-wash playground equipment, monuments and signs, sidewalks, curbs, gutters, drains, benches, dog park fixtures, drinking fountains, picnic tables and miscellaneous hardscape fixtures as outlined in the Frequency Schedule. The Contractor shall use, as directed by the City of Palm Desert, a scrub brush and a City of Palm Desert-approved non-toxic biodegradable cleaning agent to adequately clean the aforementioned items, as deemed acceptable by City of Palm Desert. Contractor will also remove any tape, banners, and party supplies from playground shelters and pavilions in conjunction with the pressure washing duties. This process shall be considered as included in the contract lump sum bid price, and no additional compensation shall be allowed therefor.

3.8.5 Pressure washing, at a minimum pressure rating of 3000 PSI, at dog parks must include the use of an City of Palm Desert-approved non-toxic biodegradable cleaning agent.

3.8.6 Contractor shall remove litter and debris obstructing spillways and their associated drain grates. This activity shall take place according to the Frequency Schedule, and after a rain event as determined by City of Palm Desert staff.

3.9 Irrigation System Maintenance

3.9.1 The operation, maintenance, and scheduling of all irrigation controllers and attached sensors shall be the responsibility of Contractor. Contractor will make adjustments to the controllers, sensor equipment, and schedules based on property microclimates, ET, rain events, and overseeding schedules. Contractor will schedule irrigation to provide adequate irrigation to plant material while conserving water as much as possible. NOTE: Irrigation systems currently are not Smart Controllers and will require manual adjusting.

3.9.2 All irrigation systems and their individual components shall be kept in adjustment to ensure proper water coverage and prevent unacceptable conditions such as insufficient water distribution (plant death), overspray, excessive runoff, and erosion.

3.9.3 Repairs or replacements to the irrigation system shall be made with like parts.

3.9.4 Contractual irrigation system maintenance includes all labor for system inspections, adjustments, repairs and installations for all system components, in-line irrigation valves, including internal and electrical components, irrigation wires from the timer to the valve, and all mainline and lateral line repairs two inches (2") and smaller in diameter, unless

damage is caused by vandalism. Should vandalism occur, the Contractor is to notify City of Palm Desert staff immediately and prior to the repair work. All irrigation rotors, bubblers, emitters, associated fittings, and valve boxes shall also be included under contractual system maintenance. Any repair work outside of this scope will be considered extra work and paid accordingly. All parts shall be provided by the Contractor and will be reimbursed by the City of Palm Desert at actual cost plus a fifteen percent (15%) mark-up, unless the replacement is due to damage caused by the Contractor's operation, in such case the Contractor shall bear the entire cost. Adjustments, repairs and installations shall include:

3.9.4.1 Valves: electrically actuated irrigation control valves, quick coupler valves, end line flush valves, lateral line flush valves, and master valves. All valves will be checked for proper operation, leaks, and solenoid function and connections (where applicable). Automatic valves will be activated from the irrigation controller, not from the bleeder valve.

3.9.4.2 The electrical circuit from the irrigation controller to the valve will be checked for proper operation. Labor cost for the actuators replacement shall be included in the contract lump sum bid price, and no additional compensation shall be allowed therefor.

3.9.4.3 Filter, filter screen, and filter valve box cleaning.

3.9.4.4 Lateral lines will be checked for breaks and leaks, and will be flushed at least yearly and additionally when necessary to ensure proper system performance.

3.9.4.4 Emission device and valve box checks, adjustments, installation, maintenance and repairs shall include: sprinkler head and valve box height adjustment and replacement; nozzle spray pattern adjustment; nozzle cleaning and replacement; bubbler head height adjustment, cleaning, and replacement; tree well repair; and drip emitter cleaning, replacement, removal and plugging if no plant material is present. Installation of new emitters, or bubblers, as required to ensure the health of plant material, shall be included in the contract lump sum bid price and no additional compensation shall be allowed therefor.

3.9.4.5 The Contractor shall perform, at a minimum, a weekly visual irrigation inspection, within the designated landscape maintenance area, for leaks, dry areas, and vandalism. Contractor shall take appropriate action to immediately stabilize the system. Such actions shall be reported to the City of Palm Desert within twenty-four (24) hours of discovery and performance of necessary repairs.

3.9.4.6 Contractor shall maintain an adequate supply of irrigation parts readily available to Contractor's irrigation technician for making routine repairs of main and lateral lines two inch (2") in diameter and smaller without

leaving the irrigation site.

3.9.5 Non-contractual irrigation system repairs:

3.9.5.1 No non-contractual work will be initiated without an approved City of Palm Desert Work Order.

3.9.5.2 When irrigation system malfunction or damage is detected, the repair of which is non-contractual in nature, Contractor will flag the location and notify City of Palm Desert before the close of business the same work day.

3.9.5.3 Upon receipt of an approved Work Order, repairs to a non-operational and/or damaged irrigation system shall be completed within 24 hours, or as otherwise indicated on the Work Order.

3.9.5.4 All repairs deemed non-contractual will be paid on a time-and-materials basis.

3.9.5.5 Labor will be billed per the rates under the Performance of Extra Work heading.

3.9.5.6 Materials will be billed at "cost plus 15%" or, at City of Palm Desert's discretion; materials may be supplied to Contractor by City of Palm Desert.

3.9.5.7 Contractor shall return to City of Palm Desert all irrigation parts that have been replaced.

3.9.5.8 City of Palm Desert will perform regular inspections of irrigation systems to ensure accuracy of Contractor's irrigation reports. If discrepancies are found, City of Palm Desert shall consider this a performance deficiency.

EXHIBIT "B"
SCHEDULE OF SERVICES

LMA Contract Frequency Schedule Legend

A	Daily, 7 days per week, by 10:00 a.m.
B	Daily, Monday through Friday by 1:00 p.m.
C	Daily, before close of business (5:00 p.m.), Monday through Friday
D	Weekly, before close of business (5:00 p.m.), on Friday
E	Three times per week by 10:00 a.m. (Monday, Wednesday, Friday)
F	Bi-weekly (every two weeks)
G	Monthly (Twelve times per year, every month)
H	Bi-monthly (Six times per year, every two months)
I	Quarterly (Four times per year)
J	Semi-annually (Two times per year)
K	Annually (One time per year)
L	Seasonal
M	As needed to maintain planters, plant material health, aesthetics, and/or public safety
N	Weekly
O	October 1 through April 30, once monthly; May 1 to September 30, every 2 weeks; Except turf and annual color areas which are always weekly
P	Monthly, from May to October (Six times per year)
Q	October 1 through April 30 every other week; May 1 through September 30, weekly
R	October 1 through May 30, three times weekly (Monday, Wednesday, Friday), before 10:00 a.m.; June 1 through September 30, once a week
S	Daily, before 7:00 a.m., Seven days a week
T	Two times per week on non-consecutive days
U	Continuously, November 1 through March 31; monthly, April 1 through October 31
V	Weekly, April 1 through October 31; monthly, November 1 through March 31
W	Daily by 1:00 p.m.

CONTRACT FREQUENCY SCHEDULE - LANDSCAPE MAINTENANCE AREAS 2020-2021

MAINTENANCE ACTIVITY		LMA 16													
		Joe Mann Park	Freedom Park	Hovley Soccer Park	Stonebridge Easements	University Dog Park	Univ Park East	Ironwood Park	Wash Chtr Sch Park	Cahuilla Park	Community Gardens	Home-Adams Park	Palma Village Park	Smoketree Natural Area	Haystack Drainage
PLANT LITTER / TRASH CONTROL	Remove plant litter, dog droppings, and discarded items; blow or sweep sidewalks	E	E	E	E	E	E	E	E	E	E	E	E	D	D
	Empty and clean trash receptacles, replace liners, and clean lids.	A	A	A		A	A	A	A	A	A	A	A	A	A
	Place all Burrtec containers from Community Gardens on curb for pick up & return to gardens		N								N				
PEST CONTROL	Weed control	M	M	M	M	M	M	M	M	M	M	M	M	M	M
	Aphid control on oak trees			J				J					J		
	Gopher control	M	M	M	M	M	M	M	M	M	M	M	M	M	M
	Fruit set control on olive trees														K
PLANT MAINTENANCE	Prune shrubs, hedges, ground covers (including bougainvillea) and remove accumulated litter under plant material	G	G	G	G	G	G	G	G	G	G	G	G	G	G
	Safety-prune plant material	M	M	M	M	M	M	M	M	M	M	M	M	M	M
	Remove plant flower stalks	M	M	M	M	M	M	M	M	M	M	M	M	M	M
TREES	Safety-prune and remove suckers	M	M	M		M	M	M	M	M	M	M	M	M	M
TURF	Mow all turf areas while predominantly rye	D	D	D		D	D	D	D				D		D
	Mow sports fields while predominantly Bermuda		T	T											
	Mow non-sports fields while predominantly Bermuda	D	D	D		D	D	D	D				D		D
	Detail and edge	D	D	D		D	D	D	D				D		D
	Fertilize	I	I	I		I	I	I	I				I		I
	Aeration	I	I	I		I	I	I	I				I		I
	Overseed	K	K			K	K	K	K				K		K
HARDSCAPE AND DECOMPOSED GRANITE (DG) AREAS	Rake planter areas and remove debris from cobble	G	G	G		G	G	G	G	G	G	G	G	G	G
	Pressure-wash drains, benches, drinking fountains, the outside of trash receptacles, monument, signs, and misc. hardscape fixtures	F	F	F		E	F	F	F	F	F	F	F	F	F
	Pressure-wash dog park entrance hardscape, perimeter, and other fixtures	E	E			E									
	Clean spillways and grates														D
	Clean BBQ's and ash cans	D	D	D			D	D		D			D		
	Pressure-wash picnic facilities, park shelters, pavilions, and hardscape, including around concession buildings and tables	D	D	D		D	D	D		D	D	D	D		
	Clean tennis and basketball courts	E	E	E		E		E	E				E		
	Clean dugouts and sports field bleachers		D												
	Pressure-wash sports field bleachers		F												
	Rake and level playground surfaces, clean rubber surface and adjacent hardscape	B	B	B			B	B	B				B		
	Pressure-wash playground equipment and adjacent hardscape	F	F	F			F	F	F				F		
	Rake and level volleyball court sand	G	G										G		
	Rake and level wood chip and/or DG surfaces in the Community Garden		F									F			
	Clean out community gardens plots and top off potting soil		K									K			
IRRIGATION SYSTEM	Irrigation inspection, adjustment, and repair	D	D	D		D	D	D	D	D	D	D	D	D	D

EXHIBIT "C"
COMPENSATION

LANDSCAPE MAINTENANCE AREA NO. 16
Contract No. C39820
Project No. 916-21

CONTRACTOR'S COST PROPOSAL BY LOCATION-
THIS IS A REQUIRED FORM TO BE SUBMITTED WITH PROPOSAL

TO: CITY OF PALM DESERT, "CITY OF PALM DESERT"

DATE: April 12, 2020

PROPOSER: Vintage Landscape
"CONTRACTOR"

The undersigned declares that he/she has carefully examined the Contract Documents and Addendums No. (s) 1 that he/she is thoroughly familiar with the contents thereof, and is authorized to represent the respective firm and propose services to City of Palm Desert.

It is understood that the price shown hereon includes all routine and seasonal maintenance described in the Contract Documents and shall be inclusive of all costs for the Proposer to accomplish the work.

The costs of any work shown or required in the Contract Documents, but not specifically identified as a Contract Pay Item are included in the Contract Pay Items, and no additional compensation shall be due Contractor by virtue of Contractor's compliance with the Contract Documents.

For each Site, referenced here as a "Unit" the maintenance cost per unit shall be indicated by month, annual cost as well as the total three (3) year contract cost. The total contract proposal for the entire 36 months shall be indicated for informational purposes only.

CONTRACTORS PROPOSAL PRICE BY LOCATION

SITE	SITES DESCRIPTION	UNIT PRICE			
		UNIT (s)	MONTHLY Unit Price	ANNUALLY Unit Price	TOTAL CONTRACT TERM PRICE (36 Months)
1	Joe Mann Park 77810 California Drive, Palm Desert, California	1	\$ 812	\$ 9,744	\$ 29,232
2	Freedom Park 77400 Country Club Palm Desert, California	1	\$ 6,772	\$ 81,264	\$243,792
3	Hovley Soccer Park 74735 Hovley Lane East Palm Desert, California	1	\$ 5,003	\$ 60,036	\$ 180,108

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SITE	SITES DESCRIPTION	UNIT(S)	UNIT PRICE		
			MONTHLY Unit Price	ANNUALLY Unit Price	TOTAL CONTRACT TERM PRICE (36 Months)
4	Stonebridge Easements	1	\$ 1,082	\$ 12,984	\$ 38,952
5	University Park Dog Park 74802 University	1	\$ 812	\$ 9,744	\$ 29,232
6	University Park East	1	\$ 1,082	\$ 12,984	\$ 38,952
7	Ironwood Park	1	\$ 3,358	\$ 40,296	\$ 120,888
8	Washington Charter School Park	1	\$ 1,257	\$ 15,084	\$ 45,252
9	Cahuilla Park	1	\$ 1,455	\$ 17,460	\$ 52,380
10	Robert A. Spiegel Community Gardens-San Pablo	1	\$ 779	\$ 9,348	\$ 28,044
11	Homme-Adams Park	1	\$ 1,297	\$ 15,564	\$ 46,692
12	Palma Village Park	1	\$ 922	\$ 11,064	\$ 33,192
13	Smoketree Natural Area	1	\$ 469	\$ 5,628	\$ 16,884
14	Haystack Drainage Area	1	\$ 3,400	\$ 40,800	\$ 122,400
TOTAL			\$ 28,500	\$ 342,000	\$ 1,026,000

TOTAL AMOUNT FOR 36 MONTH PERIOD IN FIGURES: \$ 1,026,000

TOTAL CONTRACT AMOUNT FOR 36 MONTH PERIOD IN WORDS: _____

one milion, twenty six thousand dollars

In the event of a conflict between the numbers give in figures and in words, the words shall control.

IN WITNESS WHEREOF CONTRACTOR executed this Proposal as of date set forth:

Signature of Proposer: _____

Gregory A. Gritters

(must be notarized)

Signer's Name: Gregory A. Gritters, CEO

Company Name: Vintage Associates, Inc.

Date: 4/13/20

CALIFORNIA ALL-PURPOSE CERTIFICATE OF 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 Riverside

On April 13, 2020 before me, Marla Guzman, Notary Public,
(Here insert name and title of the officer)

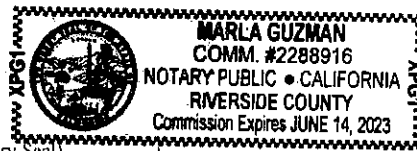
personally appeared Gregory A. Bitters

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

Marla Guzman
Signature of Notary Public



(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

DESCRIPTION OF THE ATTACHED DOCUMENT

Contractors' Cost
(Title or description of attached document)

proposal by location
(Title or description of attached document continued)

Number of Pages 2 Document Date 4/13/2020

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

(Title)

- Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

EXHIBIT "D"
PERFORMANCE AND PAYMENT BOND

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of Palm Desert (hereinafter referred to as "City") has awarded to Vintage Associates, Inc., (hereinafter referred to as the "Contractor") an agreement for **LANDSCAPE MAINTENANCE AREA NO. 01, PROJECT 901-21, CONTRACT NO. C39850** (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 **February 22, 2020** (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, **Vintage Associates, 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 City in the sum of **THREE HUNDRED FORTY TWO THOUSAND and no/000 DOLLARS annually, (\$342,000.00)**, 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 City, 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 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 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.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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 City of Palm Desert 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

Contract No. C39820

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

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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 MEN BY THESE PRESENTS That

WHEREAS, the City of Palm Desert (hereinafter designated as the "City"), by action taken or a resolution passed May 14, 2020 has awarded to Vintage Associates, Inc., hereinafter designated as the "Principal," a contract for the work described as follows:

LANDSCAPE MAINTENANCE AREA NO. 01, PROJECT 901-21, CONTRACT NO. C39850
(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 February 22, 2020 ("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 **THREE HUNDRED FORTY TWO THOUSAND and no/00 Dollars (\$342,000.00)** 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 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

Exhibit D-6

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 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.

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

Title _____

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate City of Palm Desert 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.

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CONTRACTOR'S PROPOSAL



Recognized and Enduring Quality Since 1992

April 13, 2020

Randy Chavez
Landscape Supervisor
Public Works Department
City of Palm Desert
73-510 Fred Waring Drive
Palm Desert, CA 92260-2578

RE: Proposal for RFP for LMA 16, Project 916-21, Contract No. C39820

Dear Randy,

Vintage Landscape is committed to the City of Palm Desert, its residents and guests. Vintage Landscape has been providing landscape maintenance services to various cities only in the Coachella Valley since 2004. Vintage Landscape is a division of Vintage Associates, Inc. which is locally owned and dedicated to serving customers exclusively in the Coachella Valley.

We are unique in our industry because we are the only company to offer a complete range of services. Subsidiary divisions of Vintage Associates include Vintage Landscape, a landscape maintenance company, Vintage Nursery, Tree Rite, professional arborists, Vintage Outdoors, landscape design and construction, and Water Rite, irrigation specialists. The right combination of professionalism, experience, supervision, training, customer service, innovation and the necessary equipment allow Vintage Associates to be very productive and provide quality landscape maintenance. Vintage Associates team members consist of certified professionals in the horticultural field.

Our corporate facilities, centrally located in Bermuda Dunes, allow us to keep in touch with our jobsites. Smart phones are issued to all foreman and supervisors to allow for instant communication to all our job sites. The facility includes Vintage Nursery, our corporate offices, and our state-of-the art mechanics shop and storage yards for the maintenance and tree care divisions.

Vintage Landscape is dedicated to a philosophy of strong supervision, education and innovation. Education is a continuous process at Vintage Landscape. Al Hollinger, Operations Manager, is passionate about training our team members to perform work in a professional manner. Safety is a priority for Vintage Associates and is an important element of our continuous training and development of our employees.

Enclosed please find our proposal based on the Request for Proposals for Landscape Maintenance Area #16, Project No. 916-21, Contract C39820.



Our objective for the first week of service will be to:

1. Establish communication procedures between Vintage Supervisor and City Representative
2. Assign work crews and establish daily and weekly duties as outlined in the RFP Attachment A Proposed Scope of Services- LMA 16 to ensure all crew members are familiar with the entire area and scope of scheduled duties.

Our objective for the first month of service:

1. Establish Quality Control Program and Reporting methods in coordination with City Representative.
2. Perform written assessments and submit to City Representative:
 - a. Irrigation Controllers and Operability
 - b. Trees – Safety considerations and health
 - c. Turf – irrigation deficiencies and fertility
 - d. Shrub health and missing plants
 - e. Gophers control and eradication
 - f. Playground soft surface remediation

Gregory A. Gritters is authorized to negotiate agreement terms and compensation for this agreement. Contact information are provided below in the letterhead.

We appreciate the opportunity to submit this proposal to the City of Palm Desert and value the working relationship we have had in past years. Thank you for your consideration of this project.

Sincerely,

Gregory A Gritters
CEO



2. Certification of Proposal:

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

Gregory A. Gritters, CEO of Vintage Landscape

Date: April 13, 2020



3. Experience and Technical Competence:

- A. Background - Vintage has worked with numerous public works departments providing landscape maintenance for various Cities in the Coachella Valley starting in 2003. A number of contracts are listed below:

City of Palm Desert

LMA 1 (January 1, 2013 – June 30, 2016)

Area 1 consists of Hwy 111 Medians, PD Community Park, PD Historical Firestation, Hwy 74 Medians and Parkways, Charger Sculpture-Hwy 74, Portola Ave Median, Mesa View Fire Station and Haystack Drainage Area

LMA 3 (July 1, 2005-June 30, 2006)

Area 3 consists of 10 areas: Ironwood Park, Haystack Greenbelt and natural areas, smoke tree desert Park, Washington Charter School Park, Cahuilla Park, Community Park/Rutledge Strip, Joe Mann Park, Palm Desert Community Gardens, San Pascual Planter, Homme/Adams Park Natural Area

LMA 4 (August 1 2004 – July 31, 2006 & July 1, 2013 – June 30, 2017)

LMA 4 consists of 14 areas: Monterey Avenue Medians, Country Club Drive Medians 36, Cook Street Medians, Frank Sinatra Drive Medians, Hovley Lane East Medians, Via Cinta Medians, ElDorado Drive Medians, Dinah Shore Medians, Washington Street Medians, Avenue of the States Median, Gerald Ford Drive Median, Country Club Drive Parkway, 47833 Joni Drive (old Corp Yard), City Corp Yard, Median on Hovley east, east of Kansas

LMA 5 (July 15, 2003 – July 14, 2006)

Area 5 consists of the Soccer Park - monthly contract rate, Olson Park monthly rate, Cook Street Sports complex monthly rate, Phase III Civic Center ball fields

LMA 6 (October 1, 2005 – September 30, 2006) Desert Willow Perimeter

LMA 7 (July 1, 2006 –June 30, 2006) 32 Assessment Areas

LMA 9 (February 1, 2006 –June 31, 2007)

Area 9 includes Entrada del Paseo - Eric Johnson Memorial, Entrada de El Paseo - Visitors Center, Baja Park, Mag Falls Median, Mt Santa Rosa & San Jacinto Visitors Center

LMA 16 (November 1, 2012 –June 30, 2016) Joe Mann Park, Freedom Park, Hovley Soccer Park, Stonebridge Easements, University Dog Park, University Park East, 7/1/15 added empty trash Freedom park

LMA 18 (November 1, 2012 – June 20, 2016) Ironwood Park, Cahuilla Park, Community Gardens, Homme-Adams Park, Palma Village Park

City of Coachella

Bagdouma Park (March 15, 2014– March 14, 2016 & June 16, 2016 – June 30, 2020)

6th street & Medians (March 15, 2014 –March 14, 2016 & July 16, 2016 – June 30, 2020)

City Parks and Offices (July 1, 2016 – June 30, 2021)

Rancho Las Flores Park (October 15, 2016 – June 30, 2021)



City of Indian Wells

Citywide landscape maintenance (July 1, 2006 – June 30, 2010 & July 1, 2010 – Jun3 30, 2015 & July 1, 2015 – June 30, 2020)

City of La Quinta

Parks, Sports Fields, Civic Center, Retention Areas (October 1, 2005-June 30, 2015 & July 1, 2019 – June 30, 2020)

- B. **References: Recently completed projects similar in scope and function:**
1. **Desert Recreation District**, 45305 Oasis Street, Indio, CA 92201
Troy Strange, Director of Planning & Public Works, 760/347-3484
District Wide Landscape Maintenance Services for Parks, Medians, Retention Basins, Trails, Parking Lots and Roadsides- (July 1, 2011 – February 29, 2020)
 2. **City of Palm Desert**, 73510 Fred Waring Dr, Palm Desert, CA 92260
Randy Chavez, Landscape Supervisor, 760/776-6450, LMA4 (July 1, 2013 – June 31, 2017)

Please refer to page 31 or 80 in the “Fee Proposal” section for a list of references for agreements currently in effect.



4. Firm Staffing and Key personnel:

- a) **Staffing:** Vintage Landscape. Work Crew Staffing: (see attached organizational chart) (Contract Labor Summary – 5 Full Time crew and part time Project Manager and large mower operator)

Project Manager - Dan Powers

Responsible for scheduling with field supervisor, inspection and follow up to be sure work is completed as specified.

Oversee spray and fertility programs and documentation

Complete all documentation requirements – Monthly spray, irrigation, green waste reports, Extra work

Field Supervisor – Pedro Lopez

Communicate daily with City Representative daily priorities, service orders, hazardous

Organize crews, insure daily activities are completed on time and oversee weekly gardening schedule, Oversee mow crew activities, Oversee irrigator and irrigation repairs

Gardening, Trash Collection, Cleaning and Maintenance (Crew size 3).

Crews will complete daily routines at beginning of work day and conduct weekly and scheduled work afterwards. Each crew will be responsible for trash pick-up, emptying trash containers and cleaning can lids, raking and cleaning playground areas Monday – Friday, pick up animal droppings and blowing hardscapes in their respective areas.

- Crew 1 – Gardening tasks
- Crew 2 – Pressure Washing – tasks. (Priority is pressure washing and cleaning tasks) Responsible for raking playground surfaces, cleaning rubber surfaces and adjacent hardscape surfaces daily. Monday, Wednesday, Friday pressure wash dog park areas. Clean tennis and basketball courts. Pressure wash picnic areas and clean BBQ's weekly. Every 2 weeks pressure wash sports field bleachers, drains, benches, drinking fountains, trash receptacles, signs, and misc. fixtures. Pressure wash playground equipment and adjacent hardscape.
- Crew 3 – Detail mow tasks of small areas, edging and detail

Lead irrigator – Eleno Hernandez

Service orders, repairs and scheduling, checks (follow mow crew), adjustments and minor repairs

Large Mower Operator –Ricardo Machuca

Large mower operator (Toro 7000 and 4600) mow parks and sports fields (24 hours per week equivalent average) All areas mowed weekly. Baseball and soccer fields mowed twice per week with reel mower during Bermuda season. (See attached work schedule page 12)

Other service providers

Green Waste truck disposal provided for mow days and heavy pruning activities

Tree Division to provide arborist services as described in section 3.4 of RFP

Spray Crews to provide assistance when applying herbicides to large turf areas and gopher control as needed.

b) Key Personnel to work with City

Project Manager for City of Palm Desert – Dan Powers

Responsible for scheduling with field supervisor, inspection and follow up to be sure work is completed as specified.

Field Supervisor – Pedro Lopez will be principally responsible for working with City.



c) Team Organization & Key Personnel

See City of Palm Desert LM16 Organizational Chart page 8

Team of Supporting Professionals:

Horticulturist on staff:

Al Hollinger, BS Ornamental Horticulture, Operations Manager for Vintage Associates
Leo Meza, AA Turfgrass Management

Certified Arborists on staff:

Al Hollinger
Leo Meza
David Smith, ISA Certified Arborist; ISA Tree Risk Assessment Qualified

State Licensed Qualified Pesticide Applicators:

Al Hollinger
Leo Meza
Dan Powers
Kyle Gritters

Water Management:

CLIA: Dan Powers

Certified Water Manager: Greg Gritters, Fernando Fregoso

Certified Irrigation Technician: Polo Linares

Rainbird Maxicom Central Control, level 1 & 2: Fernando Fregoso, Oscar Aceves

Risk and Loss Control

John Moyer, Risk and Loss Control

John has been with Vintage Landscape for over five years. Starting with a commitment from ownership Vintage has an assigned, Manager of Risk and Loss Control, to manage all aspects of the Injury and Illness Prevention Program (IIPP). This comprehensive program is effective in improved safety and health, better morale, increased productivity and reduces costs of doing business.

Prior to employment with Vintage Landscape, applicants are screened and submit to a background check, DMV record check and a pre-employment physical and drug test.

Before employees are assigned to your property, they are trained in the company "Code of Safe Practices" and are certified in their assigned duty whether it be gardening, mowing, tree trimming, irrigator, etc.

During their employment, Vintage employees are involved in Monthly "Tailgate" safety meetings discussing protective equipment, proper lifting, etc.

Key employees are trained in first aid and heat stress recognition and treatment.

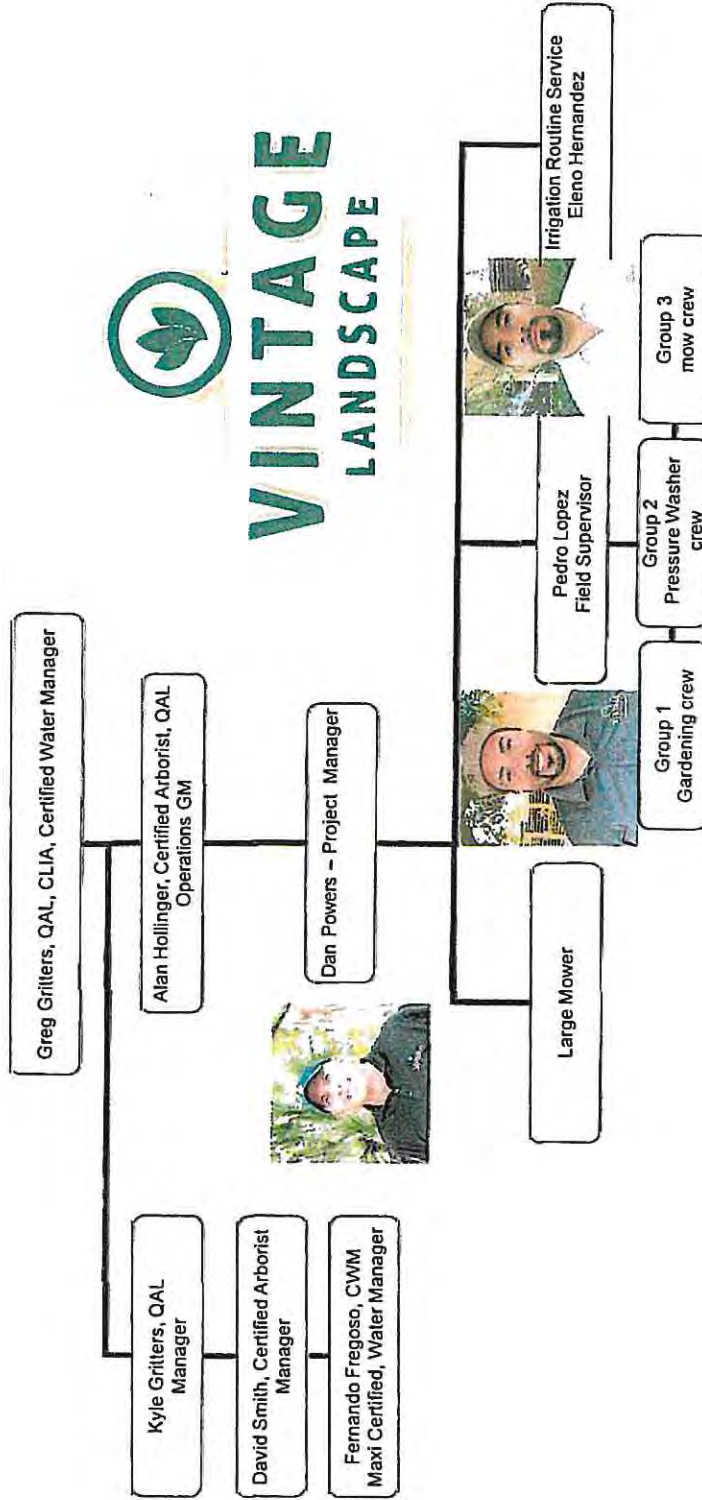
A Safety Committee meeting on a quarterly basis to discuss any incidents.

Continued safety training and certification for advancement at Vintage.

Vintage Landscapes' commitment also involves an independent annual review by a representative of our captive insurance program to confirm compliance with all Federal, State, Local and industry safety guidelines.

d) Subcontractors: N/A

City of Palm Desert LMA 16 Landscape Maintenance Services Vintage Landscape Organization



4/9/20



5. Proposed Method to Accomplish the Work:

Weekly Schedule for First Month of Service – July

Our objective for the first week of service will be to:

1. Establish communication procedures between Vintage Supervisor and City Representative
3. Assign work crews and establish daily and weekly duties as outlined in the RFP LMA 16 to insure all crew members are familiar with the entire area and scope of scheduled duties.
See attached (Crew Gardening and Trash Work Program)
4. Areas we observed needing immediate attention
 - a. Irrigation scheduling and controller operability
 - b. Weeds in turf (nut sedge and broadleaf) and shrub beds
 - c. Gopher eradication (Vintage has controlled gophers with GopherX equipment effectively in parks and schools for City of Coachella and Desert Recreation District)
 - d. Raking and leveling volley ball courts and playground areas.
 - e. Pressure washing picnic table areas
 - f. Insure trees and shrubs are not blocking street signs, roadways and pedestrian walkways.

Our objective for the first month of service:

4. Establish Quality Control Program and Reporting methods in coordination with City Representative as outlined in Attachment A Proposed Scope of Services.
 - g. Gardening crews evaluate status of landscape, prioritize and set schedule
 - h. Mow crews – optimize and establish mow crew schedule
 - i. Spray Program – Evaluate all areas and prioritize areas requiring herbicide treatment
3. Perform written assessments and submit to City Representative:
 - a. Irrigation Controllers and Operability
 - b. Trees – Safety considerations and health
 - c. Turf – irrigation deficiencies and fertility
 - d. Shrub health and missing plants
 - e. Gophers control and eradication
 - f. Playground soft surface remediation
4. Establish invoicing procedures including extra work

Management Approach

The project manager is responsible for scheduling tasks and communicating this schedule to the field supervisor who is responsible for carrying out the tasks. The project manager is responsible for following up to make sure the tasks were completed properly.

Refer to City of Palm Desert LMA 16 – Master Frequency Schedule



Vintage Landscape – Master Frequency Schedule
 City of Palm Desert -LMA 16

	PARK NAMES	M	T	W	TH	F	SAT	SUN	NOTES
1	Joe Mann Park								A, B, D, E, F, G, I, K
2	Freedom Park								A, B, D, E, F, G, I, K, M, N, T
3	Hovley Soccer Park								A, B, D, E, F, G, J, M, T
4	Stonebridge Easements								E, G, M
5	University Park Dog Park								A, D, E, G, I, K, M
6	University Park East								A, B, D, E, F, G, I, K, M
7	Ironwood Park								A, B, D, E, F, G, I, J, K, M
8	Washington Charter School								A, B, D, E, F, G, I, K, M
9	Cahuilla Park								A, D, E, F, G, M
10	Robert Spiegel Community Gardens - San Pablo								A, D, E, F, G, K, M, N
11	Homme-Adams Park								A, D, E, F, G, M
12	Palma Village Park								A, B, D, E, F, G, I, J, K, M
13	Smoketree Natural Area								A, D, F, G, M
14	Haystack Drainage Area								A, D, F, G, I, K, M

Duties

- A. Daily, 7 days per week, by 10 am - Empty and clean trash receptacles, replace liners and clean lids
- B. Daily, M-F by 1:00 pm – Rake and level playground surfaces, clean rubber surface and adjacent hardscape
- C. Daily, M-F, before 5 pm
- D. Weekly, before 5 pm Friday, Mowing, detail and edge, clean ash cans and BBQ's, pressure washing picnic facilities, park shelters, pavilions, and hardscape, including concession buildings and tables, irrigation inspection adjustment and repair
- E. Three times per week (M,W, F) by 10 am, Remove plant litter, dog droppings and discarded items, blow or sweep sidewalks, pressure wash dog park entrance hardscape, perimeter and other fixtures. Clean tennis and basketball courts.
- F. Bi-weekly (every two weeks) Pressure wash drains, benches, drinking fountains, the outside of trash receptacles, monument, signs and misc. hardscape fixtures. Pressure wash sports field bleachers, Pressure wash playground equipment and adjacent hardscape. Rake and level woodchip and/or DG surfaces in the Community Garden.
- G. Monthly (12 times per year, every month) Prune shrubs, hedges, ground covers (including bougainvillea) and remove accumulated litter under plant material. Rake planter areas and remove debris from cobble. Rake and level volleyball court sand.
- H. Bi-Monthly (every two months)
- I. Quarterly (Four times per year) Fertilize, Aeration,
- J. Semi-annually, (two times per year) Aphid control on Oak Trees
- K. Annually (one time per year) Overseed
- L. Seasonal
- M. As needed to maintain planters, plant material health, aesthetics, and/or public safety. Weed control, Gopher control, safety prune plant material, remove plant flower stalks, Safety prune and remove suckers.
- N. Weekly- place all Burrtec containers from Community Gardens on curb for pick-up & return to Gardens
- T. Two times per week, on non-consecutive days. Mow sports fields while predominantly Bermuda



Regular tasks

Refer to Gardening and Trash Work Program – attached

Daily tasks will be completed as scheduled by splitting the crew into 3 groups. Groups 1,2 and 3. There will be a total of 5 people including the foreman that make up these groups. The number of people in each group will vary depending on the day, time of year and tasks required. All 3 groups would have their own vehicle and equipment and be able to work independently of each other. When groups are not working on their primary tasks, they will help other groups with other tasks. Groups may work together at the same location or by themselves at different locations depending on the requirements of the day. Tasks may overlap and groups will work together on some tasks. Group 1 will be responsible for gardening tasks. Group 2 will be responsible for pressure washing tasks. Group 3 will be responsible for mowing tasks.

All 3 groups would be responsible for daily trash pickup, emptying containers and raking and cleaning playground areas Monday thru Friday. They would also take care of plant litter dog droppings and blowing hardscapes. Trash on the weekend would be by a single individual with additional help on anticipated heavy weekends. (Frequency tasks A & B)

Weekly mowing will be done by group 3 and the large mower operator. 2X per week on Bermuda as specified. (Frequency task D, T)

On Monday, Wednesday and Friday Group 2 will pressure wash dog parks and clean tennis and basketball courts. (Frequency task E) Weekly they will pressure wash picnic areas and clean BBQ's. Every 2 weeks they will pressure wash sports field bleachers, drains, benches, drinking fountains, trash receptacles, signs, and misc. fixtures. They will also pressure wash the playground equipment and adjacent hardscape. (Frequency task F)

Monthly group 1 will prune all areas, rake planter beds, and rake and level volleyball court sand. (Frequency task G)

Infrequent tasks

The following tasks will be completed by groups 1,2 or 3. Outside labor may be used if necessary.

Quarterly fertilization and aeration (Frequency task I)

Treat aphids on oaks 2X per year (Frequency task J)

Annually clean out community garden beds (Frequency task K)

Fall overseeding of turf areas (frequency task K)

Vintage Landscape - City of Palm Desert LMA 16

City Gardening and Trash Work Program

Monday	Tuesday	Wednesday	Thursday	Friday
Trash - Daily Split crew to clean all Parks (Trash, Blow Sidewalks, Tennis Courts, Rake Playground)	Trash & Maintenance Daily Split crew to clean all Parks (Trash, Blow Sidewalks, Tennis Courts, Rake Playground)	Trash - Daily Split crew to clean all Parks (Trash, Blow Sidewalks, Tennis Courts, Rake Playground)	Trash - Daily Split crew to clean all Parks (Trash, Blow Sidewalks, Tennis Courts, Rake Playground)	Trash - Daily Split crew to clean all Parks (Trash, Blow Sidewalks, Tennis Courts, Rake Playground)
Powerwash Weekly All Dog Parks; Palma Village Park	Powerwash Weekly Freedom Park	Powerwash Weekly University Park East; Dog Parks; Washington Charter School Park	Powerwash Weekly Joe Mann Park; Ironwood Park	Powerwash Weekly Dog Parks; Hovley Soccer Park
Mow Weekly Crew 3 - Joe Mann Park ; Palma Park	Mow Weekly Crew 3 - Freedom Park; Large mower Freedom Park & Soccer Park	Mow Weekly Crew 3 - University Park East; University Park Dog Park; Washington Charter School Park; large mower University Park	Large Mower - Weekly Haystack Drainage Channel; Ironwood Park	Mow Weekly Haystack Drainage; Ironwood Park, Large Mower - Freedom Park & Hovley Soccer Park
Maintenance/Gardening - Monthly Joe Mann Park	Maintenance/Gardening - Monthly Freedom Park; June - September Hovley Park	Maintenance/Gardening - Monthly Washington Charter School Park; University Dog Park	Maintenance/Gardening - Monthly Ironwood Park; Robert A. Spiegel Community Gardens	Maintenance/Gardening - Monthly Hovley Soccer Park; June - September Freedom Park
Weekly Irrigation Check Joe Mann Park; Palma Park	Weekly Irrigation Check Freedom Park; Homme Adams Park; Cahuilla Park	Weekly Irrigation Check University Park; University Dog Park; Washinton Charger A. Spiegel Community School Park	Weekly Irrigation Check Hovley Soccer Park; Robert A. Spiegel Community Gardens; Stonebridge	Weekly Irrigation Check Haystack Drainage Channel; Ironwood Park; Smoketree Natural Area



Annual Schedule 2020-2021

See attached Major Tasks and Milestones – LMA 16

July

Daily thru monthly tasks scheduled as specified

Nut Sedge and broad leaf weed post emergent herbicide application if approved.

August

Daily thru monthly tasks scheduled as specified

September

Aerate sports fields

Daily thru monthly tasks scheduled as specified

Begin lowering sports fields in preparation for overseeding.

Clean out community Gardens

October

Daily thru monthly tasks scheduled as specified

Overseed all turf areas

Fertilize turf areas

November

Daily thru monthly tasks scheduled as specified

December

Aerate sports fields

Daily thru monthly tasks scheduled as specified

Fertilize turf areas

January

Daily thru monthly tasks scheduled as specified

February

Daily thru monthly tasks scheduled as specified

Fertilizer with barricade pre-emergent herbicide

Treat oaks for aphids/scale

March

Aerate sports fields

Daily thru monthly tasks scheduled as specified

April

Daily thru monthly tasks scheduled as specified

Fertilize turf areas

Treat oaks for aphids/scale

May

Daily thru monthly tasks scheduled as specified

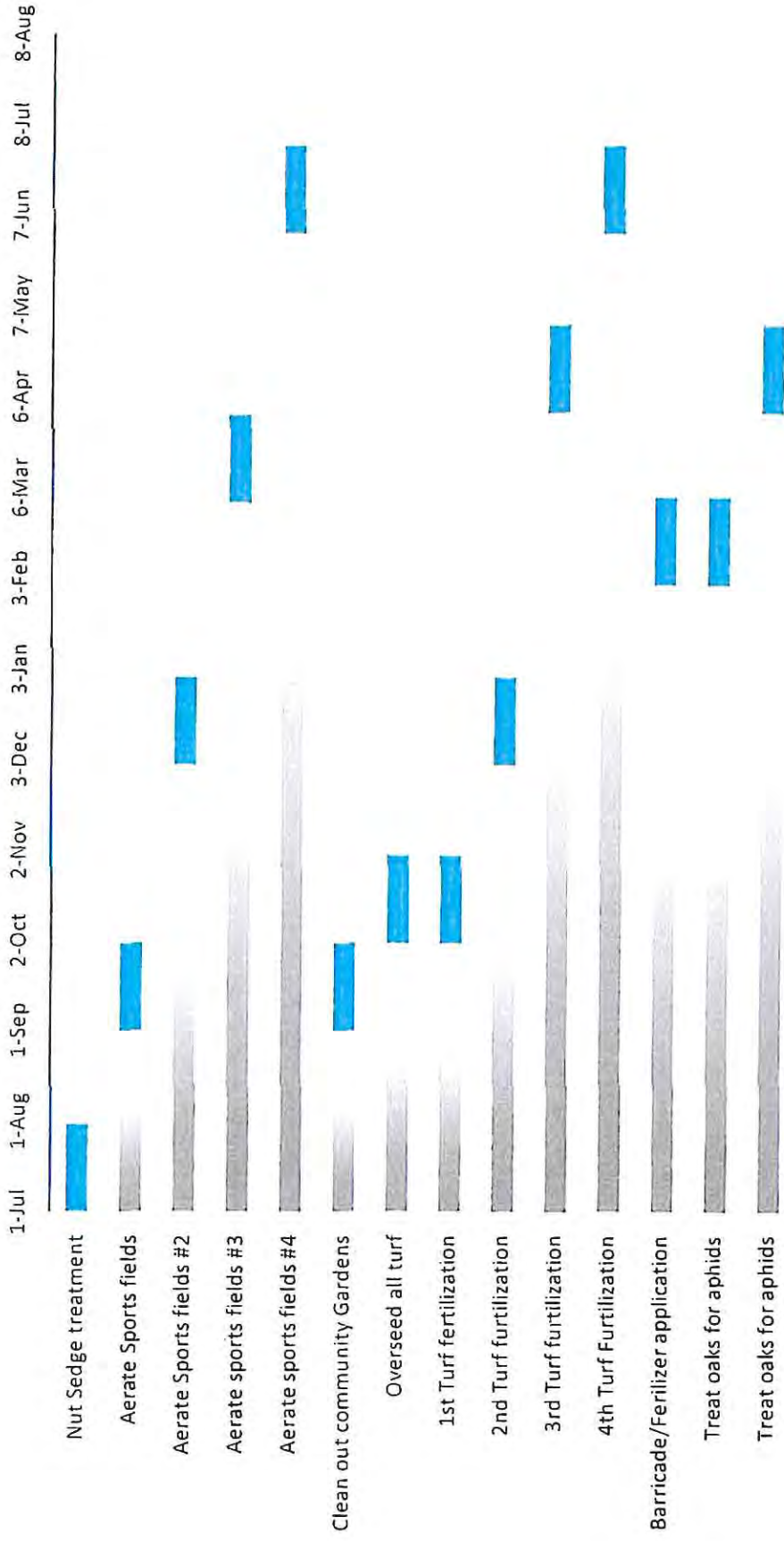
June

Aerate sports fields

Daily thru monthly tasks scheduled as specified

Fertilize turf areas

City of Palm Desert - Major Tasks and Milestones LMA 16



LANDSCAPE MAINTENANCE AREA NO. 16
Contract No. C39820
Project No. 916-21

CONTRACTOR'S COST PROPOSAL BY LOCATION-
THIS IS A REQUIRED FORM TO BE SUBMITTED WITH PROPOSAL

TO: CITY OF PALM DESERT, "CITY OF PALM DESERT"

DATE: April 12, 2020

PROPOSER: Vintage Landscape
"CONTRACTOR"

The undersigned declares that he/she has carefully examined the Contract Documents and Addendums No. (s) 1 that he/she is thoroughly familiar with the contents thereof, and is authorized to represent the respective firm and propose services to City of Palm Desert.

It is understood that the price shown hereon includes all routine and seasonal maintenance described in the Contract Documents and shall be inclusive of all costs for the Proposer to accomplish the work.

The costs of any work shown or required in the Contract Documents, but not specifically identified as a Contract Pay Item are included in the Contract Pay Items, and no additional compensation shall be due Contractor by virtue of Contractor's compliance with the Contract Documents.

For each Site, referenced here as a "Unit" the maintenance cost per unit shall be indicated by month, annual cost as well as the total three (3) year contract cost. The total contract proposal for the entire 36 months shall be indicated for informational purposes only.

CONTRACTORS PROPOSAL PRICE BY LOCATION

SITE	SITES DESCRIPTION	UNIT PRICE			
		UNIT (s)	MONTHLY Unit Price	ANNUALLY Unit Price	TOTAL CONTRACT TERM PRICE (36 Months)
1	Joe Mann Park 77810 California Drive, Palm Desert, California	1	\$ 812	\$ 9,744	\$ 29,232
2	Freedom Park 77400 Country Club Palm Desert, California	1	\$ 6,772	\$ 81,264	\$ 243,792
3	Hovley Soccer Park 74735 Hovley Lane East Palm Desert, California	1	\$ 5,003	\$ 60,036	\$ 180,108

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SITE	SITES DESCRIPTION	UNIT(S)	UNIT PRICE		
			MONTHLY Unit Price	ANNUALLY Unit Price	TOTAL CONTRACT TERM PRICE (36 Months)
4	Stonebridge Easements	1	\$ 1,082	\$ 12,984	\$ 38,952
5	University Park Dog Park 74802 University	1	\$ 812	\$ 9,744	\$ 29,232
6	University Park East	1	\$ 1,082	\$ 12,984	\$ 38,952
7	Ironwood Park	1	\$ 3,358	\$ 40,296	\$ 120,888
8	Washington Charter School Park	1	\$ 1,257	\$ 15,084	\$ 45,252
9	Cahuilla Park	1	\$ 1,455	\$ 17,460	\$ 52,380
10	Robert A. Spiegel Community Gardens-San Pablo	1	\$ 779	\$ 9,348	\$ 28,044
11	Homme-Adams Park	1	\$ 1,297	\$ 15,564	\$ 46,692
12	Palma Village Park	1	\$ 922	\$ 11,064	\$ 33,192
13	Smoketree Natural Area	1	\$ 469	\$ 5,628	\$ 16,884
14	Haystack Drainage Area	1	\$ 3,400	\$ 40,800	\$ 122,400
TOTAL			\$ 28,500	\$ 342,000	\$ 1,026,000

TOTAL AMOUNT FOR 36 MONTH PERIOD IN FIGURES: \$ 1,026,000

TOTAL CONTRACT AMOUNT FOR 36 MONTH PERIOD IN WORDS: _____

one milion, twenty six thousand dollars

In the event of a conflict between the numbers give in figures and in words, the words shall control.

IN WITNESS WHEREOF CONTRACTOR executed this Proposal as of date set forth:

Signature of Proposer: _____

Gregory A. Gritters

(must be notarized)

Signer's Name: Gregory A. Gritters, CEO

Company Name: Vintage Associates, Inc.

Date: 4/13/20

CALIFORNIA ALL-PURPOSE CERTIFICATE OF 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 Riverside

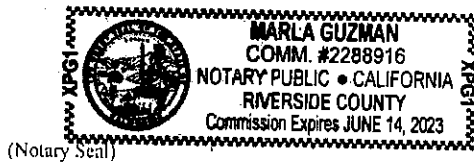
On April 13, 2020 before me, Marla Guzman, Notary Public,
(Here insert name and title of the officer)

personally appeared Gregory A. Bitters

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
Marla Guzman
Signature of Notary Public



ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

DESCRIPTION OF THE ATTACHED DOCUMENT
Contractors' Cost
(Title or description of attached document)
proposal by location
(Title or description of attached document continued)
Number of Pages 2 Document Date 4/13/2020
(Additional information)

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

CAPACITY CLAIMED BY THE SIGNER

Individual (s)
 Corporate Officer
(Title)

Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

CITY OF PALM DESERT

LANDSCAPE MAINTENANCE AREA NO. 16

Project No. 916-21

Contract No. C39820

**THIS IS A REQUIRED FORM TO BE SUBMITTED WITH PROPOSAL
PROPOSED PROJECT WORK SCHEDULES**

**PROPOSER(S) SHALL CREATE AND ATTACH A PROPOSED WORK SCHEDULE FOR
LANDSCAPE MAINTENANCE AREA NO. 16 BY LOCATION. LOCATIONS ARE SHOWN ON
CONTRACTORS PROPOSAL PRICE BY LOCATION.**

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Recognized and Enduring Quality Since 1992

Vintage Landscape – Master Frequency Schedule
City of Palm Desert -LMA 16

	PARK NAMES	M	T	W	TH	F	SAT	SUN	NOTES
1	Joe Mann Park								A, B, D, E, F, G, I, K
2	Freedom Park								A, B, D, E, F, G, I, K, M, N, T
3	Hovley Soccer Park								A, B, D, E, F, G, J, M, T
4	Stonebridge Easements								E, G, M
5	University Park Dog Park								A, D, E, G, I, K, M
6	University Park East								A, B, D, E, F, G, I, K, M
7	Ironwood Park								A, B, D, E, F, G, I, J, K, M
8	Washington Charter School								A, B, D, E, F, G, I, K, M
9	Cahuilla Park								A, D, E, F, G, M
10	Robert Spiegel Community Gardens - San Pablo								A, D, E, F, G, K, M, N
11	Homme-Adams Park								A, D, E, F, G, M
12	Palma Village Park								A, B, D, E, F, G, I, J, K, M
13	Smoketree Natural Area								A, D, F, G, M
14	Haystack Drainage Area								A, D, F, G, I, K, M

Duties

- A. Daily, 7 days per week, by 10 am - Empty and clean trash receptacles, replace liners and clean lids
- B. Daily, M-F by 1:00 pm – Rake and level playground surfaces, clean rubber surface and adjacent hardscape
- C. Daily, M-F, before 5 pm
- D. Weekly, before 5 pm Friday, Mowing, detail and edge, clean ash cans and BBQ's, pressure washing picnic facilities, park shelters, pavilions, and hardscape, including concession buildings and tables, irrigation inspection adjustment and repair
- E. Three times per week (M,W, F) by 10 am, Remove plant litter, dog droppings and discarded items, blow or sweep sidewalks, pressure wash dog park entrance hardscape, perimeter and other fixtures. Clean tennis and basketball courts.
- F. Bi-weekly (every two weeks) Pressure wash drains, benches, drinking fountains, the outside of trash receptacles, monument, signs and misc. hardscape fixtures. Pressure wash sports field bleachers, Pressure wash playground equipment and adjacent hardscape. Rake and level woodchip and/or DG surfaces in the Community Garden.
- G. Monthly (12 times per year, every month) Prune shrubs, hedges, ground covers (including bougainvillea) and remove accumulated litter under plant material. Rake planter areas and remove debris from cobble. Rake and level volleyball court sand.
- H. Bi-Monthly (every two months)
- I. Quarterly (Four times per year) Fertilize, Aeration,
- J. Semi-annually, (two times per year) Aphid control on Oak Trees
- K. Annually (one time per year) Overseed
- L. Seasonal
- M. As needed to maintain planters, plant material health, aesthetics, and/or public safety. Weed control, Gopher control, safety prune plant material, remove plant flower stalks, Safety prune and remove suckers.
- N. Weekly- place all Burrtec containers from Community Gardens on curb for pick-up & return to Gardens
- T. Two times per week, on non-consecutive days. Mow sports fields while predominantly Bermuda

CITY OF PALM DESERT

LANDSCAPE MAINTENANCE AREA NO. 16

Contract No. C39820

Project No. 916-21

THIS IS A REQUIRED FORM TO BE SUBMITTED WITH PROPOSAL

ADDITIONAL WORK PRICING SCHEDULE

LABOR

Additional Laborer	\$ 27.00	per hour
Additional Irrigator	\$ 30.00	per hour
Additional Foreman	\$ 45.00	per hour

At City of Palm Desert's discretion, additional work may be paid for using the contractual hourly rate for labor listed above with a 15% mark up on materials or by using the unit pricing listed below.

PLANT MATERIAL REPLACEMENT

Unless otherwise described, replacement plant material will be whatever is normal and customary for the City of Palm Desert.

1-Gallon Shrub Installed	\$ 10
5-Gallon Shrub Installed	\$ 28-\$32
15-Gallon Tree Installed*	\$ 105
24"-Box Tree Installed*	\$ 370 - \$415

Note: Anything over 24" box size will be paid at the contractual hourly rate for labor, and materials at cost plus a 15% mark-up.

*Includes the following: digging of hole, setting of tree, backfilling, watering-in of tree, staking (if needed), securing with cinch ties, and adjusting repairing, or retrofitting irrigation

TURF MAINTENANCE

Mowing:	Labor & Equipment	\$ 2.00	per 1,000 sq. ft.
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IRRIGATION SYSTEM REPAIR

Irrigation repairs will be paid at the hourly rate indicated above and with a 15% mark-up on materials.

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CITY OF PALM DESERT

LANDSCAPE MAINTENANCE AREA NO. 16

Contract No. C39820

Project No. 916-21

THIS IS A REQUIRED FORM TO BE SUBMITTED WITH PROPOSAL

WORK EXPERIENCE AND TECHNICAL ABILITY OF THE PROPOSER

ATTACH ADDITIONAL SHEETS AS NECESSARY TO PROVIDE COMPLETE RESPONSES

1. COMPANY NAME: Vintage Landscape

TYPE OF ENTITY:

- Sole proprietor _____
- Partnership _____
- Corporation X

2. COMPANY ADDRESS/PHONE NUMBER:

MAIN OFFICE: 78755 Darby Road, Bermuda Dunes, CA 92203

LOCAL OFFICE OR DISPATCH FOR THIS CONTRACT:
same as above

EMERGENCY CONTACT PERSON:

Name: Kyle Gritters

Phone: 805/720-7269

3. CONTRACTOR LICENSE INFORMATION:

- LICENSE NUMBER/CLASSIFICATION/NAME STYLE:
A C27 647984
- NUMBER OF YEARS OPERATING UNDER ABOVE LICENSE/NAME STYLE: 28 years
- LICENSE EXPIRATION DATE: 6/30/20
- CURRENT LICENSE STATUS: active
- PRIOR ACTIONS AGAINST THIS LICENSE? none

IF YES, LIST CITATION TYPE AND HOW RESOLVED:

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4. COMPANY'S FEDERAL IDENTIFICATION NO.: 33-0499024

5. NAME AND TITLE OF COMPANY OFFICERS:
Gregory A. Gritters, CEO Kyle Gritters, Secretary
Darl Young, Vice President Gregston Young, Treasurer

6. NUMBER OF YEARS COMPANY HAS PROVIDED LANDSCAPE MAINTENANCE SERVICES: 28 years

7. NUMBER OF YEARS COMPANY HAS PROVIDED LANDSCAPE MAINTENANCE SERVICES FOR PUBLIC AGENCIES: 17 years

8. NUMBER OF YEARS COMPANY HAS PROVIDED LANDSCAPE MAINTENANCE SERVICES IN THE COACHELLA VALLEY: 28 years

9. CURRENT LANDSCAPE MAINTENANCE OPERATIONS
THE CITY OF PALM DESERT RECOGNIZES THAT THE INFORMATION PROVIDED BY ANSWERING THIS QUESTION (QUESTION 9) IS PROPRIETARY IN NATURE, AND IF THE PROPOSER ELECTS THAT THIS INFORMATION BE KEPT CONFIDENTIAL, IT MUST BE SUBMITTED IN A SEPARATE ENVELOPE MARKED "CURRENT LANDSCAPE MAINTENANCE OPERATIONS" AND SUBMITTED SEALED WITHIN THE PROPOSAL.

- TOTAL LANDSCAPE MAINTENANCE CONTRACTS: 50
- PERCENTAGE OF TOTAL CONTRACTS WITH PUBLIC AGENCIES: 14%
- PERCENTAGE OF TOTAL CONTRACTS IN THE COACHELLA VALLEY: 100%
- TOTAL DOLLAR VALUE OF CURRENT LANDSCAPE MAINTENANCE CONTRACTS: \$16,300,000
- NUMBER OF EMPLOYEES COMMITTED TO LANDSCAPE MAINTENANCE OPERATIONS (Assigned to this Contract)

Title	Number	Hours per Week
Supervisor	1	40
Irrigation Technician	1	40
Foremen	1	40
Laborer	4	160

- TYPE & NUMBER OF VEHICLES & POWER EQUIPMENT COMMITTED TO THIS LANDSCAPE MAINTENANCE OPERATIONS (Include sample photos):

➤ **MOTOR VEHICLES**

- TYPE: Pick-up Trucks NUMBER: 4
- TYPE: Utility Body Trucks NUMBER: _____
- TYPE: Flat Bed Trucks NUMBER: _____
- TYPE: _____ NUMBER: _____
- TYPE: _____ NUMBER: _____
- TYPE: _____ NUMBER: _____
- TYPE: _____ NUMBER: _____

➤ **POWER EQUIPMENT**

MOWERS – Rotary Mowers

- TYPE: Toro 4500 9' rough mower NUMBER: 1
- TYPE: 48' riding mower NUMBER: 1
- TYPE: 21" mower NUMBER: 1
- TYPE: _____ NUMBER: _____

MOWERS – Reel Mowers

- TYPE: Toro Reelmaster 7000 121" NUMBER: 1
- TYPE: _____ NUMBER: _____
- TYPE: _____ NUMBER: _____
- TYPE: _____ NUMBER: _____

TURF SWEEPERS and VACUUMS

- TYPE: _____ NUMBER: _____
- TYPE: _____ NUMBER: _____
- TYPE: _____ NUMBER: _____
- TYPE: _____ NUMBER: _____

AERATORS

- TYPE: pull behind NUMBER: 1
- TYPE: _____ NUMBER: _____
- TYPE: _____ NUMBER: _____
- TYPE: _____ NUMBER: _____

SEEDERS

- TYPE: _____ NUMBER: _____
- TYPE: _____ NUMBER: _____

SPRAYERS

- TYPE: Backpack NUMBER: 1
- TYPE: 50 gallon NUMBER: 1

TRACTORS

- TYPE: Ford NUMBER: 1
- TYPE: _____ NUMBER: _____

UTILITY VEHICLES

- TYPE: EZ GO cart NUMBER: 1
- TYPE: _____ NUMBER: _____

➤ NON-POWER EQUIPMENT

TRAILERS

- TYPE: utility NUMBER: 2
- TYPE: _____ NUMBER: _____

OTHER

- TYPE: Pressure Washer NUMBER: 1
- TYPE: string trimmer, edger blower NUMBER: 1

PROPOSER ACKNOWLEDGES THAT THE COMPANY HAS AN APPROPRIATE SUPPLY OF ALL NECESSARY SMALL POWER AND HAND TOOLS TO COMPLETE CONTRACTUAL WORK. (Please initial) _____

10. REFERENCES

- LIST THREE (3) REFERENCES CURRENTLY OR SUCCESSFULLY COMPLETED WITHIN THE LAST FIVE (5) YEARS. ONE REFERENCE MUST BE FROM A PUBLIC AGENCY OTHER THAN CITY OF PALM DESERT AND INVOLVE WORK OF SIMILAR SCOPE. ONE OF THE THREE (3) REFERENCES MAY BE FROM THE CITY OF PALM DESERT. REFERENCES MUST BE OF EQUAL OR GREATER SCOPE TO THIS CONTRACT.

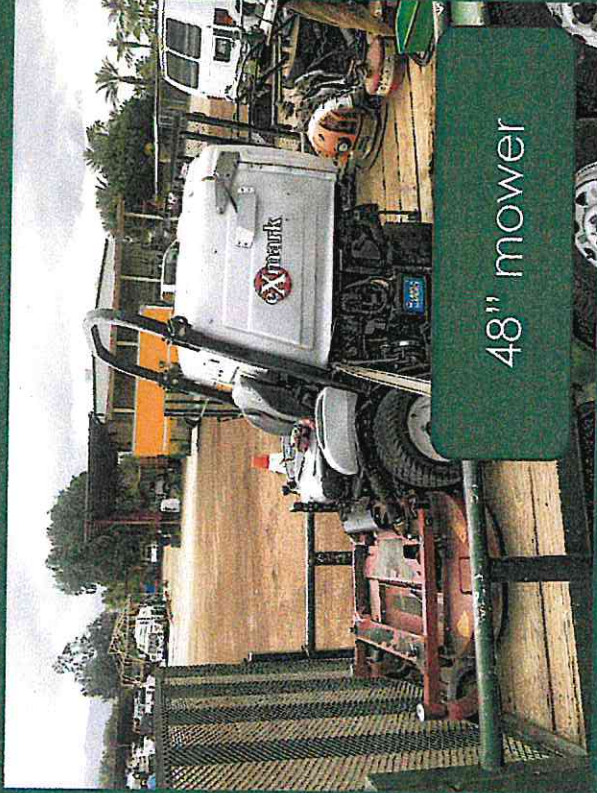
THE FOLLOWING QUESTIONS MAY BE ASKED OF EACH REFERENCE:

- Does the contractor adequately trained staff in order to meet the contract requirements?
- Is the contractor's equipment in good working order?
- Does the contractor communicate in a timely and effective manner?
- Does the contractor respond to complaint/requests in a timely fashion?
- Does the contractor resolve deficiencies without assessing contractual fines and/or deficiencies?

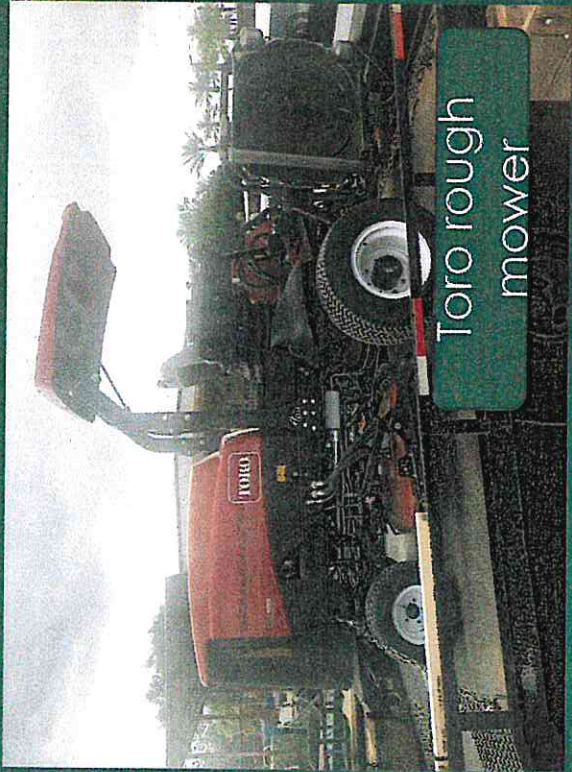
Vintage Landscape- City of Palm Desert RFP LMA 16
Representative Equipment



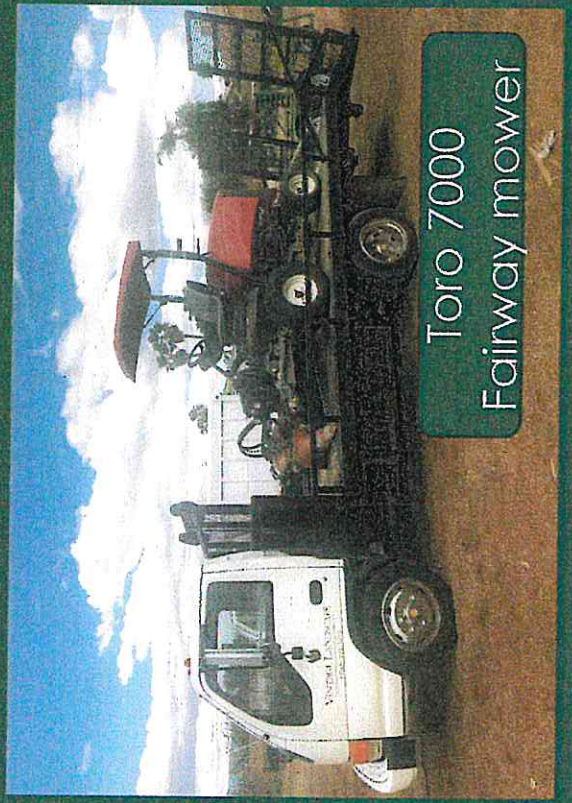
21" mower



48" mower

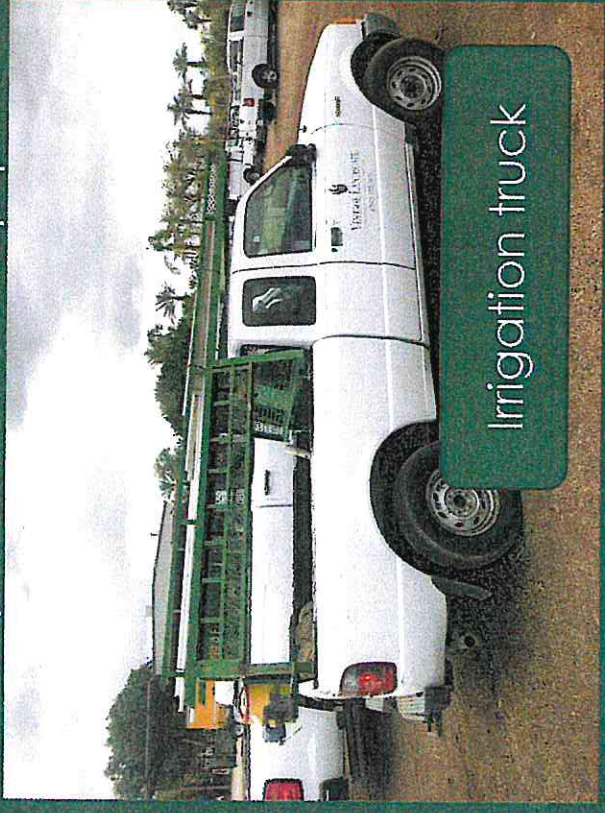


Toro rough mower

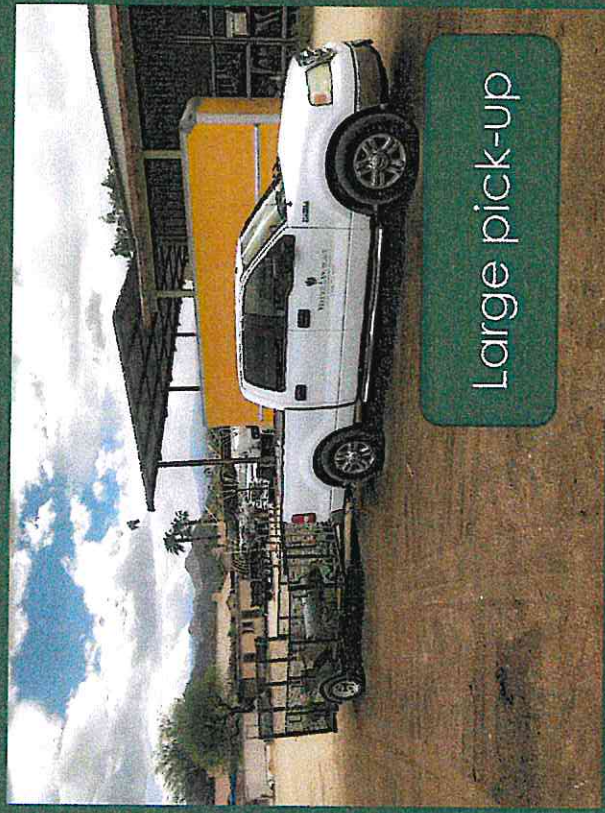


Toro 7000 Fairway mower

Vintage Landscape- City of Palm Desert RFP LMA 16
Representative Equipment



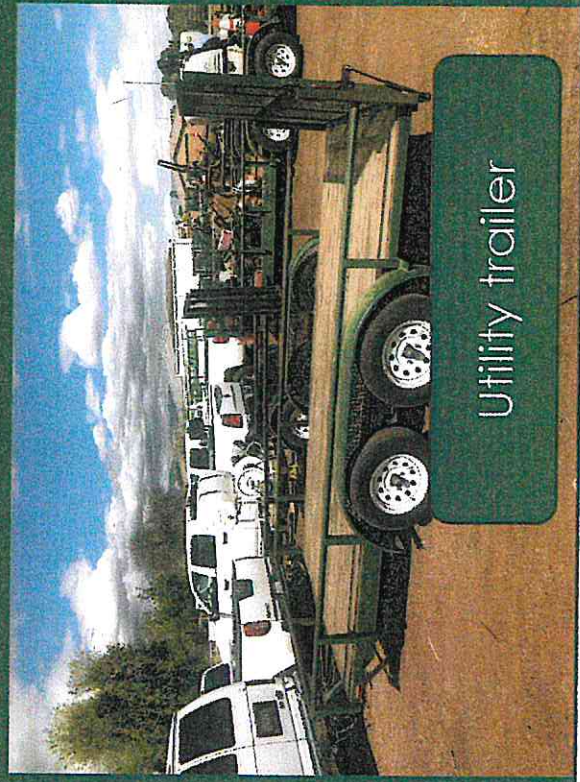
Irrigation truck



Large pick-up

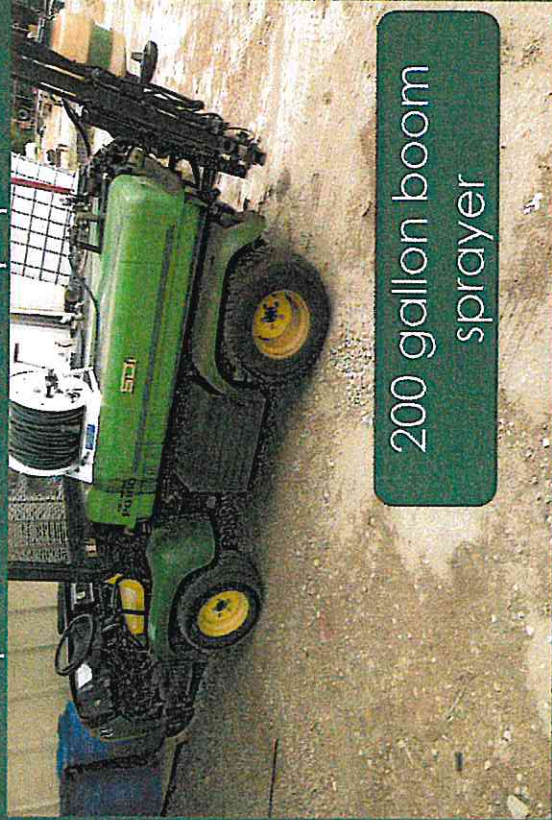


Small pick up

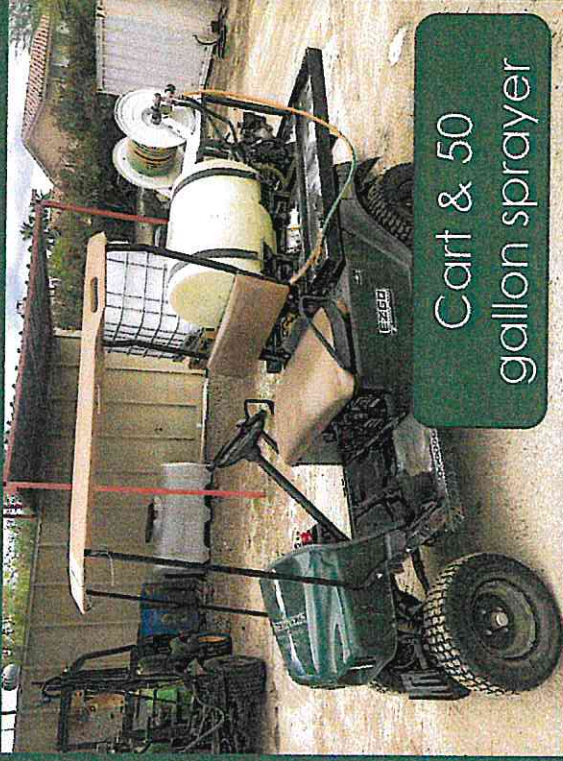


Utility trailer

Vintage Landscape- City of Palm Desert RFP LMA 16 Representative Equipment



200 gallon boom
sprayer



Cart & 50
gallon sprayer



Pressure Washer



Tractor and
aerator

REFERENCES				
	AGENCY AND CONTACT	CONTRACT SITE	CONTRACT AMOUNT	CONTRACT TERM
1	City of Coachella 53462 Enterprise Way Coachella, CA 92236 Maritza Martinez 760/501-8111	Bagdouma Park Las Flores Park City Parks and offices	\$27,879	7/1/18-6/30/21
2	City of Indian Wells 44-950 El Dorado Dr Indian Well, CA 92210 Ken Seumalo 760/346-2489	LMS 2009 Hwy 111 Parkways Civic Center Complex GF17, 20 & 23 and various zones	\$52,905/mo.	7/1/15-6/30/20
3	City of La Quinta 78495 Calle Tampico La Quinta, CA 92253 Dianne Hansen 760/777-7117	Citywide Park Landscape Maintenance	\$54,855/mo.	7/1/19-6/30/20
4	Desert Recreation District 45-305 Oasis Street Indio, CA 92201 Troy Strange 760/347-3484	The Golf Center of Palm Desert "First Tee of The Desert"	\$23,682/mo.	9/1/17-12/31/20

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CITY OF PALM DESERT

LANDSCAPE MAINTENANCE AREA NO. 16

Project No. 916-21

Contract No. C39820

PROPOSED FACILITIES, EQUIPMENT & STAFFING SCHEDULE

THIS IS A REQUIRED FORM TO BE SUBMITTED WITH PROPOSAL

Provide the following:

General Landscape Maintenance

Provide resumes for Irrigator(s), Field Supervisor(s), and Project Manager(s) – include any relevant education, certification, licensing information and years of experience for each person.

Tree Pruning and Maintenance

Provide resumes for the certified tree personnel for this contract.

Irrigation System Maintenance

Provide resumes for the certified irrigation personnel for this contract.

Pesticide Application Personnel

Provide resumes for the certified pesticide applicator(s) for this contract.

Landscape and Irrigation Design

Provide resumes for the certified personnel (if any) for this contract.

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(See attached)



City of Palm Desert – LMA 16
Response to page 32 of 80

General Landscape Maintenance – Vintage Landscape

Project Manager for City of Palm Desert – Dan Powers

Dan Powers is a supervisor with our Vintage Landscape branch and has over 26 years landscape experience, of which 15 years have been in the irrigation industry. Dan is a Certified Landscape Irrigation Auditor and holds a Qualified Pesticide Applicators License. Dan has supervised crews for properties located at Big Horn, Toscana Country Club, the City of Palm Desert, Indian Wells Tennis Gardens, McCallum Theatre, The Gardens on El Paseo and Sommerset Homeowners Association.

Field Supervisor – Pedro Lopez

Pedro has been with Vintage Landscape for over four years and has over 20 years landscape maintenance experience. Pedro has worked and supervised crews at Mountain View Villas and is the assistant supervisor at Desert Horizons.

Irrigator – Eleno Hernandez

Eleno has been with Vintage Landscape for thirteen years and has worked on many of Vintage maintenance accounts including many LMA's for the City of Palm Desert

Tree Pruning and Maintenance

Al Hollinger is an Ornamental Horticulturist, ISA Arborist, and has over 35 years experience working with HOA's, municipalities and commercial properties.

David Smith, General Manager/Partner, ISA Arborist, Tree Risk Assessment, over 27 years experience in the landscape industry.

Irrigation System Maintenance

Greg Gritters, Certified Water Manager

Fernando Fregoso, Project Manager, Certified Water Manager. Fernando has over 25 years experience working with Vintage Landscape.

Oscar Aceves, Rainbird Maxicom and Site Control Operator and Technician

Polo Linares, Landscape Industry Certified Technician and Certified Technician in Irrigation

Pesticide Application Personnel

Kyle Gritters, President/Partner and Spray Division Manager, QAL, experience in all aspects of landscape HOA and municipalities with over four year's experience.

Dan Powers, Project Manager holds a QAL


Landscape and Irrigation Design

Greg Gritters, B.S. Chemical Engineering and is responsible for all landscape irrigation design.

IRAN CONTRACTING ACT CERTIFICATION
(Public Contract Code section 2200 *et seq.*)
THIS IS A REQUIRED FORM TO BE SUBMITTED WITH PROPOSAL

As required by California Public Contract Code section 2204, the Contractor certifies subject to penalty for perjury that the option checked 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:

- The Contractor is not:
- (i) 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; or
 - (ii) a financial institution that extends, for 45 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.
- Authority has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, 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 Work does not exceed \$1,000,000.

Signed 
Titled CEO
Firm Vintage Landscape
Date April 13, 2020

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 Price, termination of the Contract and/or ineligibility to bid on contracts for three years.

City of Palm Desert

LANDSCAPE MAINTENANCE AREA NO.16

Project No. 916-21

Contract No. C39820

THIS IS A REQUIRED FORM TO BE SUBMITTED WITH PROPOSAL

PROPOSAL AFFIRMATION

With regard to the information provided hereinabove, I affirm that:

- All information provided is true and correct to the best of my knowledge, and;
- I understand that a materially false statement willfully or fraudulently made in connection with this Proposal may result in the termination of any contract between the City of Palm Desert and Vintage Associates, Inc. dba: Vintage Landscape, and as a further result, the aforesaid firm may be barred from participation in future City of Palm Desert contracts as well as be subject to possible criminal prosecution, and;
- I have legal authority to bind Vintage Associates, Inc. dba: Vintage Landscape to the terms of this affirmation.
- The undersigned hereby submits its proposal and, by doing so, agrees to furnish services to the City in accordance with the Request for Proposal (RFP), and to be bound by the terms and conditions of the RFP." Proposers must examine the site and become acquainted with all conditions affecting the work. 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 materials, workmen and equipment, and to determine the proposer's ability to protect existing surface and subsurface improvements. Proposers shall also familiarize themselves with all 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. No claim for allowances—time or money—will be allowed as to such matters.

FOR PROPOSAL TO BE VALID, THIS SHEET MUST BE SIGNED

 4/13/20
Signature _____ Date _____
Gregory A. Gritters
Printed Name _____
CEO
Title _____
Vintage Associates, Inc. dba: Vintage Landscape
Company Name _____

CITY OF PALM DESERT

LANDSCAPE MAINTENANCE AREA NO.16

Project No. 916-21

Contract No. C39820

THIS IS A REQUIRED FORM TO BE SUBMITTED WITH PROPOSAL
NON-COLLUSION DECLARATION

To Be Executed by Proposer(s) and Submitted with Proposal

The undersigned declares:

I am the CEO of Vintage Associates, Inc. dba: Vintage Landscape, the party making the foregoing bid. 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 and that this declaration is executed on April, 2020, at Palm Desert, California.
City State

By: 
Contractor's Signature

Title: Gregory A. Gritters, CEO

CITY OF PALM DESERT
LANDSCAPE MAINTENANCE AREA NO.16

Project No. 916-21
Contract No. C39820

THIS IS A REQUIRED FORM TO BE SUBMITTED WITH PROPOSAL

PUBLIC WORKS CONTRACTOR DIR 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/Public-Works/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: Vintage Associates, Inc. dba: Vintage Landscape

DIR Registration Number: 1000001926


DIR Registration Expiration: 6/30/2021

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: Vintage Associates, Inc. dba: Vintage Landscape

Signature: 

Name and Title: Gregory A. Gritters, CEO

Dated: 4/13/20

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."



**CITY OF PALM DESERT
CALIFORNIA**

ADDENDUM NO. 1

**REQUEST FOR PROPOSAL
Landscape Maintenance Area No. 16
Contract No. C39820**

PROJECT NO. 916-21

ISSUED April 7, 2020

A handwritten signature in blue ink, appearing to read "Tom Garcia", is written over a horizontal line.

**TOM GARCIA, P.E.
DIRECTOR OF PUBLIC WORKS**

This addendum modifies the following items for the above referenced Request for Proposal:

The following questions have been received, and responded to below:

Question: What are the exact locations of: Stonebridge Easements and Smoketree Natural Areas?

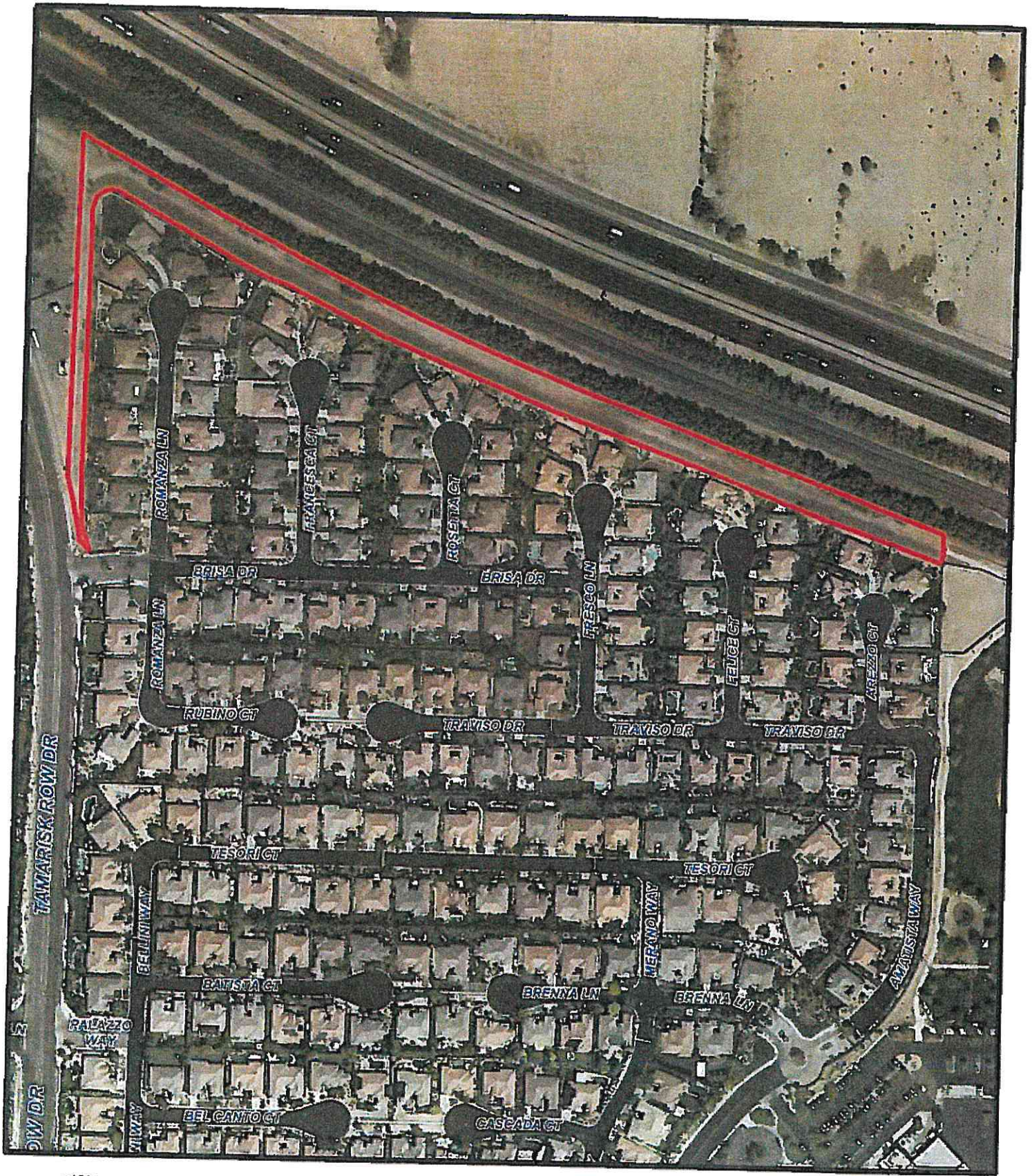
Answer: Please see the Stonebridge Easement Vicinity Map attached to this Addendum.

Question: Proposal submittal requires 3 hard copies and 1 electronic pdf version on USB drive. Will there be a way to drop off this packet on April 13th?

Answer:

Should you desire to deliver your proposal to Palm Desert City Hall, please contact city staff at 760-423-3388. Staff will be available on April 13, 2020, from 8:00 a.m. until 2:00 p.m. to receive your proposal. Contact staff a minimum of thirty (30) minutes prior to arriving to ensure staff is properly suited to receive proposal.

Palm Desert City Hall and other municipal facilities will remain closed during the COVID-19 pandemic until Governor Gavin Newsom's stay at home order is lifted. For this reason, the City of Palm Desert cannot be responsible for the acceptance of any deliveries made by third party vendors.

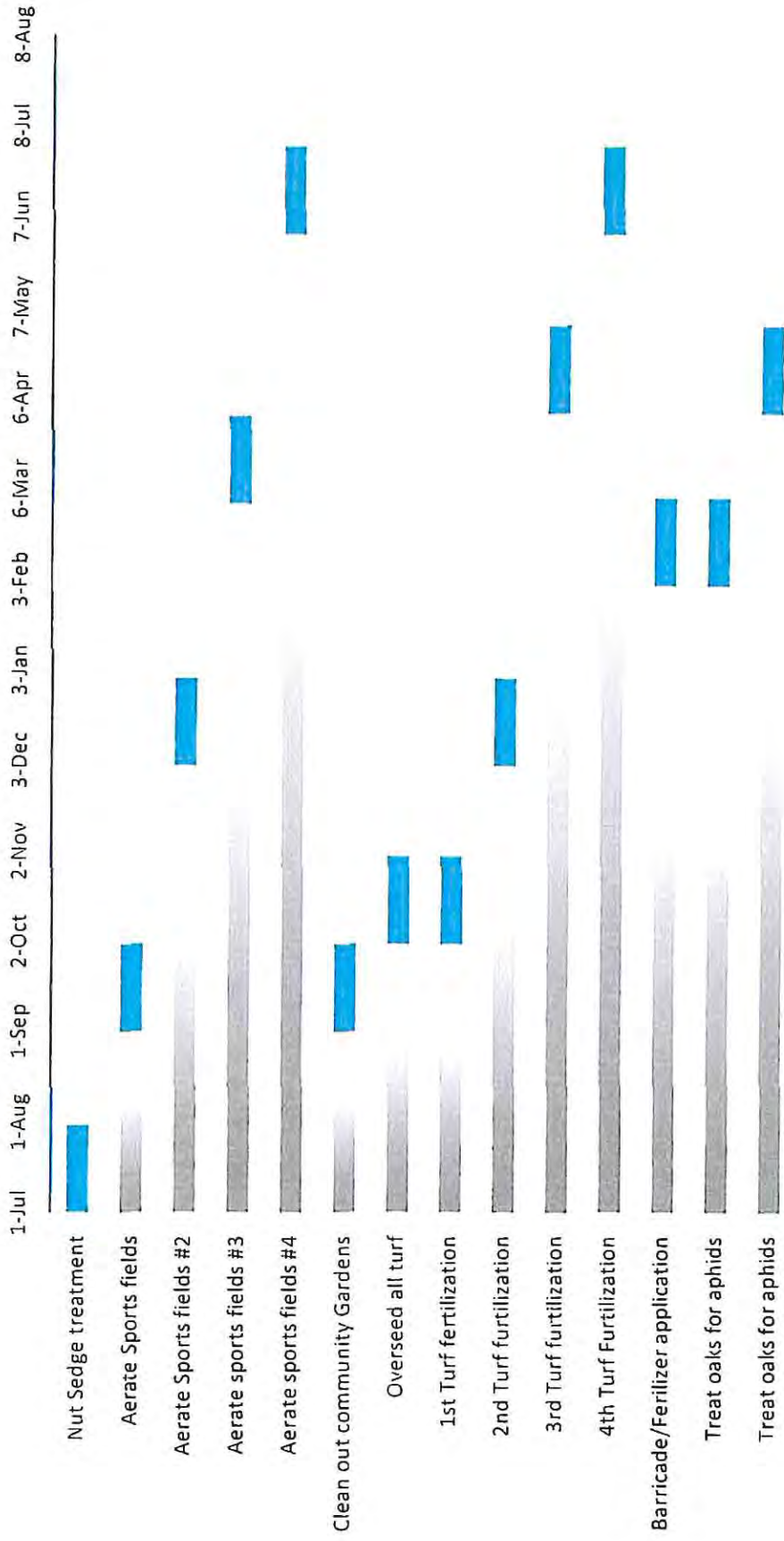


Stonebridge Easement
+/- 152,585 Sq Ft

Date:
3/2016



City of Palm Desert - Major Tasks and Milestones LMA 16





7. Appendices:

- a. Litigation: **None**
- b. Project team resumes of key personnel/support staff that will produce work product for services – **(see attached)**
- c. Changes to agreement - Attachment B – standard contract – Attachment B in this RFP.
The proposer does not identify any objections or/or request changes to the standard contract.

F. 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 in the proposal and may be a 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.

Acknowledged and Agreed:

Gregory A. Gritters, CEO Vintage Landscape

Date: April 13, 2020



Appendices 7 b.

Dan Powers, Project Manager

Dan Powers is a supervisor with our Vintage Landscape branch and has over 26 years landscape experience, of which 15 years have been in the irrigation industry. Dan is a Certified Landscape Irrigation Auditor and holds a Qualified Pesticide Applicators License. Dan has supervised crews for properties located at Big Horn, Toscana Country Club, the City of Palm Desert, Indian Wells Tennis Gardens, McCallum Theatre, The Gardens on El Paseo and Sommerset Homeowners Association.

Vintage Corporate Personnel:

Gregory A. Gritters, CEO

Greg has 25 years of domestic and international experience in commercial development, operations and project management. Greg has a degree in Chemical Engineering from the University of Southern California. Greg is a graduate from the internationally acclaimed Thunderbird School of Management with an MBA in international business. Greg is a Certified Water Manager by the California Landscape Contractors Association and leads the company's initiatives in water management and conservation.

Alan Wayne Hollinger, Operations Manager for Landscape Maintenance Division and Tree Rite Services

Al has a Bachelor of Science Degree in Ornamental Horticulture from Cal. Poly University in Pomona. Al has over 35 years of experience working on large HOA projects and extensive technical knowledge and qualifications:

- I.S.A. Certified Arborist
- State qualified Applicator's License
- College of the Desert Instructor on horticulture related subjects
- Author of numerous articles for regional trade publications
- Guest speaker at Trade Seminars: PAPA, CAI, CLCA.

Kyle Gritters, President/Partner

Kyle joined Vintage Associates in 2015 to join this multi-generational business with his father Greg. Kyle spent the first three years working in all aspects of the landscape business including climbing thirty-foot palm trees, pushing a mower nineteen miles a day and installing over 8,000 flats of annual color. Kyle has attended numerous horticultural classes at COD and holds a Qualified Applicators License and works in tandem with his father Greg and Al Hollinger to create a strong company culture of trust and integrity.

David Smith, General Manager/Partner

David joined Vintage Associates in 2018. David has over 25 years experience working in the family business of WD Young Palm Tree company growing and shipping Palms throughout the Western United States. David holds a certified arborist license and is tree risk assessment qualified. David recently has joined in the partnership of Vintage Associates and currently is the Vintage Nursery Manager while he is undergoing all operational phases of the business.

John Moyer, Risk and Loss Control

John has been with Vintage Landscape for over five years. Starting with a commitment from ownership Vintage has an assigned, Manager of Risk and Loss Control, to manage



all aspects of the Injury and Illness Prevention Program (IIPP). This comprehensive program is effective in improved safety and health, better morale, increased productivity and reduces costs of doing business.

Prior to employment with Vintage Landscape, applicants are screened and submit to a background check, DMV record check and a pre-employment physical and drug test.

Before employees are assigned to your property, they are trained in the company "Code of Safe Practices" and are certified in their assigned duty whether it be gardening, mowing, tree trimming, irrigator, etc.

During their employment, Vintage employees are involved in Monthly "Tailgate" safety meetings discussing protective equipment, proper lifting, etc.

Key employees are trained in first aid and heat stress recognition and treatment.

A Safety Committee meeting on a quarterly basis to discuss any incidents.

Continued safety training and certification for advancement at Vintage.

Vintage Landscapes' commitment also involves an independent annual review by a representative of our captive insurance program to confirm compliance with all Federal, State, Local and industry safety guidelines.

Fran Mullahy, Manager of Business Development.

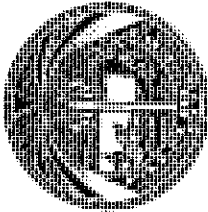
Fran joined Vintage Associates in 2003 as its Business Development Manager. Fran specializes in determining the client needs and is the account manager for the Maintenance division. She is responsible for servicing existing contracts with the client representative and identifying new business opportunities. Fran has 25 years of experience managing commercial properties and eight years were managing community associations in the Coachella Valley including, The Citrus, Rancho La Quinta and Chaparral Country Club.

Gary Conner, Vintage Outdoors Division

Gary has been in the landscape industry since 1977 and has worked for the company from 1992-1998 and then went to Palm Valley Country Club as the assistant Golf Course Superintendent from 1998-2000. Gary returned to Vintage Associates in 2001 and has worked as Manager for our Vintage Outdoors Division. Gary is experienced in all phases of landscaping and irrigation installation.

Isai Hernandez, Supervisor of Tree Division

Isai has been with Vintage since 2018 and is currently managing our tree division and has supervised landscape maintenance projects in commercial, HOA and public works. Isai has over 15 years experience in all aspects of landscape maintenance and tree pruning.



CITY OF PALM DESERT

73-510 Fred Waring Drive
Palm Desert, CA 92260
760.346.0611

License Number: **2017-004578**
Expiration Date: **08/31/20**

BUSINESS LICENSE

BUSINESS NAME:
VINTAGE ASSOCIATES INC

BUSINESS LOCATION:
0 OUTSIDE CITY

C27 LANDSCAPE

BUSINESS OWNER:
VINTAGE ASSOCIATES INC

PO BOX 5250
LA QUINTA, CA 92248

CERTIFICATE
NOT TRANSFERABLE

The party shown is granted this certificate pursuant to license and Permit Provisions of the Municipal Code. This is not an endorsement of the activity, nor certification of compliance.

International Society of Arboriculture

30 Jun 2024
17 Sep 2024

ISA Certified Arborist®
ISA Tree Risk Assessment Qualified

Expiration

David N. Smith
WE-9734A



BUSINESS (STORMWATER) REGISTRATION

The person, firm or corporation named below is granted this registration certificate pursuant to the provisions of the RIVERSIDE COUNTY Ordinance 857. Issuance of certificate is not an endorsement, nor certification of compliance with other ordinances or laws, nor an assurance that the proposed use is in conformance with the county zoning regulations. This certificate is issued without verification that the taxpayer is subject to or exempt from licensing by the State of California.

Business Name: Vintage Associates Inc

Business Location: 78755 Darby RD

Bermuda Dunes CA 92203

1st Owner Name: Gregory Gritters

2nd Owner Name: Duane Young

Vintage Associates, Inc

78755 Darby RD

Bermuda Dunes, CA 92203-9621

Registration No.: BRPC001873-07-2018

Business Type:

Description:

56 Admin Support Waste Mgmt & R.
Growing Grounds And Wholesale
Nursery

Effective Date:

July 03, 2019

Expiration Date:

July 02, 2020

TO BE POSTED IN A CONSPICUOUS PLACE

NON-TRANSFERABLE

THIS IS NOT A LICENSE TO CONDUCT BUSINESS



CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE

647984

647984

License Number

BUSINESS NAME

VINTAGE ASSOCIATES INC

Entity

CORP



Check Subject(s)

A C27

Expiration Date

06/30/2020

www.cslb.ca.gov

PEST CONTROL BUSINESS COUNTY REGISTRATION

STATE OF CALIFORNIA
DEPARTMENT OF PESTICIDE REGULATION
PEST MANAGEMENT AND LICENSING BRANCH

01/01/2020 <u>1.1.19</u> LIC. EFFECTIVE DATE 145327 (QAL) PCO LICENSE NUMBER		12/31/2020 LIC. EXPIRATION DATE B* CATEGORIES		REGISTRATION EXPIRATION DATE: DECEMBER 31, 2020	
NAME: KYLE GRITTERS		ADDRESS: P.O. BOX 5250		FOR REGISTRATION IN COUNTY OF: RIVERSIDE	
ADDRESS: BERMUDA DUNES CA 92248		CITY: BERMUDA DUNES STATE: CA ZIP: 92248		BUSINESS LOCATION: <u>MAIN</u> BRANCH	
CITY: BERMUDA DUNES STATE: CA ZIP: 92248		CITY: BERMUDA DUNES STATE: CA ZIP: 92248		BUSINESS NAME: VINTAGE ASSOC INC.	
REGISTRATION FEE RECEIVED \$ 60.00		BUS. PHONE #: 760-772-3673		BUS. LIC. # 37330	
AGRICULTURAL COMMISSIONER COUNTY OF RIVERSIDE PO BOX 1089 RIVERSIDE, CA 92502-1089		EMAIL ADDRESS: johnm@thevintageco.com		QAL SIGNATURE: <i>Kyle Gritters</i> DATE: 11/12/2019	
IMPRINTING COUNTY'S OFFICIAL SEAL		Restricted Material(s) Possession Permit No. _____ No Restricted Material may be possessed except in accordance with any attached condition(s). This is not a permit to apply.		CONDITION(S) ATTACHED YES NO	
		AGRICULTURAL COMMISSIONER'S SIGNATURE: <i>Staff for Ruben Arroyo</i>		DATE: 11.18.19	

TRANSACTION ID# FOR ONLINE PAYMENTS

CALIFORNIA DEPARTMENT OF PESTICIDE REGULATION

1001 I STREET
SACRAMENTO, CALIFORNIA 95814

ISSUED: January 01, 2020
EXPIRES: December 31, 2021

Pest Control Business - Main
LICENSE
LICENSE NO. 37330

Invalid if insurance and/or qualified person(s) lapse before expiration date.

Mailing Address

VINTAGE ASSOCIATES INC.
PO BOX 5250
LA QUINTA, CA 92248

Business Location

VINTAGE ASSOCIATES INC.
78-755 DARBY RD
BERMUDA DUNES, CA 92203

POST THIS LICENSE PROMINENTLY IN PUBLIC VIEW
THIS LICENSE IS NOT TRANSFERABLE - ANY CHANGE IN OWNERSHIP REQUIRES A NEW LICENSE



DEPARTMENT OF PESTICIDE REGULATION
LICENSING/CERTIFICATION PROGRAM



QAL

QUALIFIED APPLICATOR LICENSE

LICENSE #: 145327

EXPIRES: 12/31/2020

Categories: B

Issued: 1/1/2019

KYLE J GRITTERS

78755 DARBY RD

BERMUDA DUNES, CA, 92203



This License must be shown to any representative of the Director or Commissioner upon request.

VICINITY MAP

Landscape Area 16



2020

