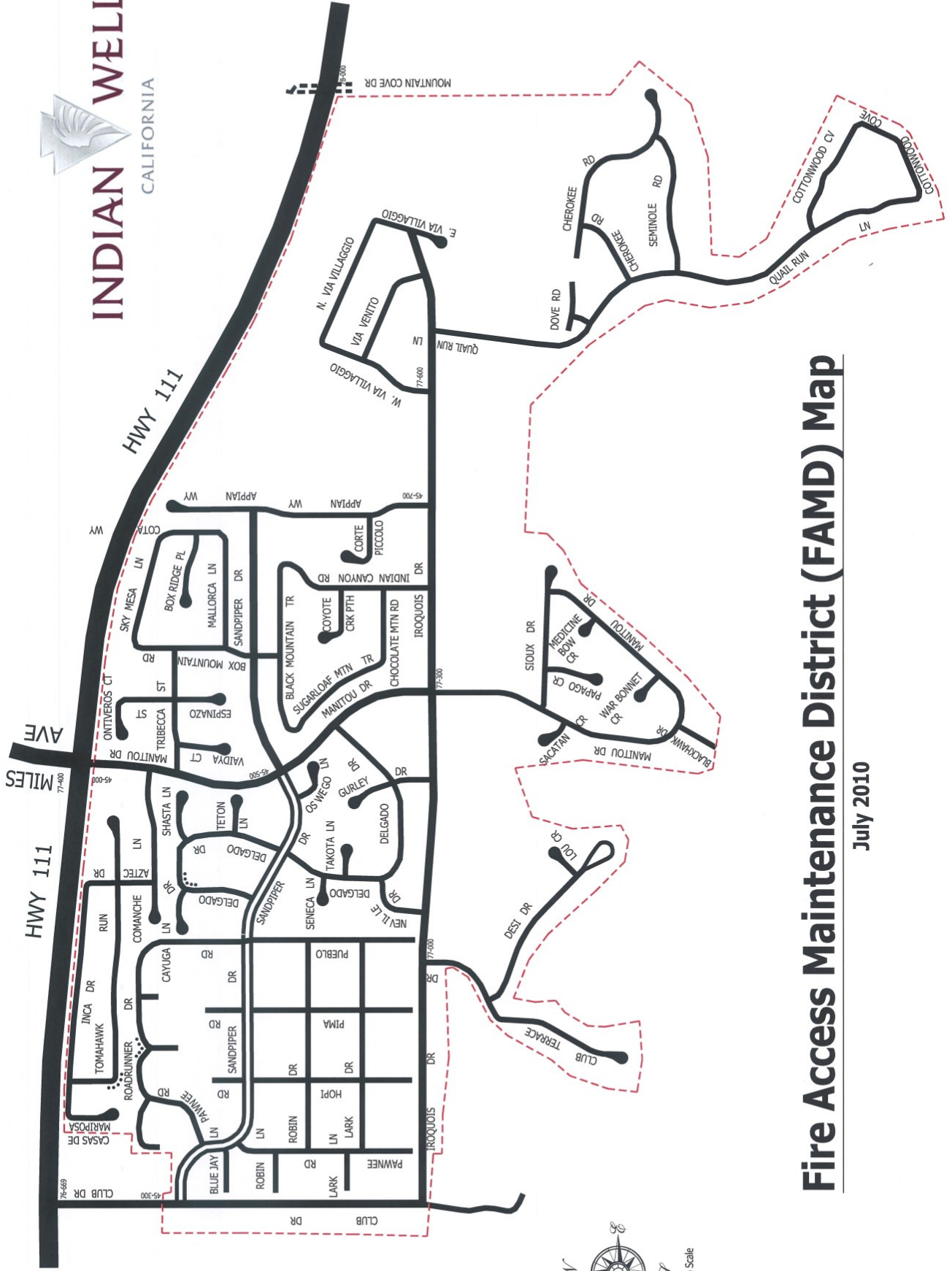




**INDIAN WELLS COUNTRY CLUB COMMUNITY
FIRE ACCESS MAINTENANCE DISTRICT
(FAMD) NO. 1**

**BOARD OF DIRECTORS MEETING
Agenda for
May 11, 2023
10:00 A.M.**

This Meeting will be held In-Person at
The City of Indian Wells
City Council Chambers
44950 El Dorado Drive
Indian Wells, CA



Fire Access Maintenance District (FAMD) Map

July 2010



FAMD #1
Fire Access Maintenance District
An Agency of the City of Indian Wells
Indian Wells Country Club Community

BOARD OF DIRECTORS 2022-2023

Director	Term Ends
Name: Larry "Bear" Bonafide (Chair) Phone: (760) 345-8316 Email: larrybonafide@verizon.net	February 28, 2025
Name: Margaret "Marge" Barry (Vice Chair) Phone: (760) 772-0404 or (760) 219-3100 cell Email: iwmarge@gmail.com	February 28, 2026
Name: Charlie Jones (Secretary) Phone: (760) 200-0491 Email: COJ1939@gmail.com	February 28, 2025
Name: Tony Trocino (Director) Phone: (760) 610-1751 Email: trotony7@dc.rr.com	February 28, 2026
Name: Kurt Yeager (Director) Phone: (949) 632-6157 Email: eky@sbcglobal.net	February 28, 2025
Name: Dennis Coker (IWCC Rep) Phone: (760) 345-2561 Email: Dennis.Coker@clubcorp.com	Appointed (No Term)



FIRE ACCESS MAINTENANCE DISTRICT NO. 1 INDIAN WELLS COUNTRY CLUB COMMUNITY

Board of Directors Meeting

May 11, 2023, at 10:00 A.M.

**Board will Meet in the City Council Chamber of the
City of Indian Wells at 44950 El Dorado Indian Wells CA**

1. CALL TO ORDER OF THE FAMD, ROLL CALL

Chairman - Larry Bonafide
Vice Chairman – Margaret “Marge” Barry
Secretary – Charlie Jones
Director - Tony Trocino
Director – Kurt Yeager
IWCC Representative – Dennis Coker

2. PLEDGE OF ALLEGIANCE



3. APPROVAL of the FINAL AGENDA

May 11, 2023

Page(s) 4-5

4. PUBLIC COMMENTS

All persons wishing to address the FAMD Board should fill out a Blue Public Comment Request form in advance and hand it to the FAMD District Manager. At the appropriate time, please come forward to the podium and state your name for the record. Speakers are limited to three minutes. Parties are encouraged to submit their comments in writing with any attachments or exhibits they wish for the FAMD Board to review, preferably 24 hours prior to the meeting. Speakers can then use their three-minutes to summarize the key points of their comments. Please note that you may address the FAMD Board on an agenda item at the time it is discussed, but only after being recognized by the Chairman. Under the Brown Act, the FAMD Board should not take action on or discuss matters raised during the public comment portion of the agenda which are not listed on the agenda. FAMD Board Members may refer such matters to staff for information or to be placed on a subsequent agenda for consideration. Notwithstanding the foregoing, FAMD Board Members and staff may briefly respond to statements made or questions posed during public comment, if such responses do not constitute any deliberation.

5. CONSENT CALENDAR

All matters listed on the Consent Calendar are routine and will be enacted by one vote. There will be no separate discussion of these items unless members of the FAMD Board or audience request that specific items be removed from the Consent Calendar for separate discussion and action. Financial matters will be indicated as budgeted or non-budgeted below.

- a. Minutes; April 13, 2023
- b. Financials; April 2023

Page(s) 6-8
Page(s) 9

6. SECURITY REPORT

- a. April 2023 Security Report

Page(s) 10-13



7. OLD BUSINESS

- a. IWCC Bridge Load Capacity Update
- b. Subcommittee for District Management Services
- c. Guardhouse Remodel

Page(s) Verbal
Page(s) 14-18
Page(s) 19-61

8. NEW BUSINESS

- a. FAMD 2-Yr Budget
- b. LED Landscaping Lights
- c. Upgraded Cameras
- d. Lighting Contract with Associa on Call
- e. Bridge Lighting
- f. General Maintenance Service Contract
- g. DRM Contract Amendment & Sign Maintenance Contract

Page(s) 62
Page(s) Pending
Page(s) 63-85
Page(s) 86-92
Page(s) 93-107
Page(s) 108
Page(s) 109-112

9. FAMD DISTRICT MANAGERS REPORT

- LPR Cameras
- RFP for Priority 3
- Front Entrance Landscaping
- Mailbox Damage - AUS

10. BOARD MEMBERS COMMENTS

11. ANNOUNCEMENTS

Next Meeting June 8, 2023

12. ADJOURNMENT

INDIAN WELLS COUNTRY CLUB COMMUNITY FIRE ACCESS MAINTENANCE DISTRICT NO. 1 BOARD OF DIRECTORS OPEN MEETING

IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT, IF YOU NEED SPECIAL ASSISTANCE TO PARTICIPATE IN THIS MEETING, PLEASE CONTACT THE SENIOR BUILDING INSPECTOR OR THE RISK MANAGER AT (760) 346-2489. A 48-HOUR NOTIFICATION PRIOR TO THE MEETING WILL ENABLE THE CITY TO MAKE REASONABLE ARRANGEMENTS TO ENSURE ACCESSIBILITY TO THIS MEETING (128 CFR 35.102.35.104 ADA TITLE III).

AFFIDAVIT OF POSTING

I, Angelica Avila, certify that on May 8, 2023, I caused to be posted a notice of a FAMD #1 Board Meeting to be held on Thursday May 11, 2023, at 10:00 A.M., in person in the City Council Chamber's.





FAMD #1
Fire Access Maintenance District
An Agency of the City of Indian Wells
Indian Wells Country Club Community

BOARD OF DIRECTORS MEETING MINUTES

April 13, 2023

1. CALL TO ORDER

Chairman Bonafide called meeting to order at 10:03 A.M.

ROLL CALL

PRESENT: Chairman Larry Bonafide
Secretary Charlie Jones
Director Kurt Yeager
IWCC Rep Dennis Coker

ABSENT: Vice Chair Margaret "Marge" Barry
Director Tony Trocino

ALSO, PRESENT: District Manager (DM) Scott Matas (Desert Resort Management/ Associa),
Ken Seumalo (City of Indian Wells, Public Works Director),
Paul Stotesbury (Allied Universal, (DOS) Director of Security),
Jeff Godown (Allied Universal, Client Manager)
Susie Salazar (Allied Universal, Branch Manager)

2. PLEDGE OF ALLEGIANCE

3. APPROVAL OF THE FINAL AGENDA

A motion was made by Director Charlie Jones and a 2nd by Director Dennis Coker to approve the agenda for the April 13, 2023, FAMD board meeting. Motion carried 4/0.

4. PUBLIC COMMENTS – No Comments

5. CONSENT CALENDAR

- a. Minutes; March 12, 2023
- b. Financials; March 2023

A motion was made by Director Kurt Yeager and a 2nd by Director Charlie Jones to approve the Consent Calendar in whole. Motion carried 4/0

6. SECURITY REPORT

- a. March 2023 Security Report
DOS Stotesbury updated the Board of Directors and answered questions.

7. OLD BUSINESS

a. IWCC Bridge Load Capacity Update

The City of Indian Wells sent a demand letter to the Indian Wells Country Club (IWCC) to have repairs made to the bridge. A requested for a 60-day extension from IWCC to the city was granted by the city. The Chairman stated that he would have all of the email correspondence between the FAMD, and the City sent to the District Manager for them to be added to the minutes.

b. Subcommittee for District Management Services

The Board of Directors were updated that the Public Works Department has received two proposals for service. The subcommittee will meet next week to go over the scoring of the RFP's and the next steps.

c. Manitou Gate Arm

The Board of Directors approved the installation of the new gate arms at the previous meeting. Due to a delivery vehicle running into the lowering arm damage happened to the wiring harness and pulley system. Several repairs were made, and the system is working correctly. The District Manager is asking for the Board of Directors to approve a proposal to replace the controller if the system is to fail again. The controller system would be charged to the delivery company On Trac for the damages.

A motion was made by Director Kurt Yeager and a 2nd by Director Charlie Jones to approve the replacement of the residential gate arm controller at the Manitou entrance, if necessary, at an amount not to exceed \$4,441. Motion carried 4/0.

8. NEW BUSINESS

a. Allied Universal Security

In December of 2022 the Board of Directors reviewed a proposal from Allied Universal Security (AUS) to bring all fee schedules to the California mandated minimum wage increase. The Board of Directors approved the schedule and asked that AUS bring back a new schedule of fees that would be raise the fees to a living wage that would help stop turn over. AUS presented a structure that was reviewed by the board.

A motion was made by Director Kurt Yeager and a 2nd by Director Charlie Jones to approve the new fee schedule from AUS and to implement the raises on July 1, 2023, in the new budget cycle. Motion carried 4/0.

b. LED Landscape Lighting

This item was tabled until the May meeting.

c. Upgraded Security Cameras

This item was tabled until the May meeting.

9. DISTRICT MANAGER REPORT

District Manager gave an update on the New Security Software, Guard House Remodel, speed trailer camera reimbursement, LPR Cameras, light upgrades and replacements at the entrances and bridges, replacement of signs and the repairs of the manitou entrance gate arm, RFP for Priority 3 and the front entrance landscaping.

10. BOARD MEMBER COMMENTS

No Comments

11. ANNOUNCEMENTS

The next regularly scheduled meeting of the Fire Access Maintenance District Board of Directors will be held at 10:00 A.M., on May 11, 2023, in person at the City of Indian Wells council chambers.

12. ADJOURNMENT

There being no more business, meeting was adjourned by Chair Bonafide at 11:02 A.M.

Respectfully Submitted, Scott Matas, District Manager

Attested to: _____ Date: _____
Charlie Jones, FAMD Secretary

YEAR-TO-DATE BUDGET REPORT

APRIL 2023

FOR 2023 10

ACCOUNTS FOR:		ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
209	F.A.M.D. #1							
2090000 F.A.M.D. #1								
2090000	411100	CYSECPRPTX	-349,470	-349,470	-176,214.79	-16,907.40	-173,255.21	50.4%
2090000	411200	CYUNSPRPTX	-8,050	-8,050	-8,766.01	.00	716.01	108.9%
2090000	411300	PYPRPTX	-2,010	-2,010	-1,851.84	.00	-158.16	92.1%
2090000	411400	ROL1PRPTX	-1,780	-1,780	-3,144.15	.00	1,364.15	176.6%
2090000	412100	PRPTX P&I	-470	-470	.00	.00	-470.00	.0%
2090000	421100	Fire Acces	-1,200,000	-1,200,000	-694,642.21	.00	-505,357.79	57.9%
2090000	431100	Const Pmt	-1,180	-1,180	.00	.00	-1,180.00	.0%
2090000	451100	Invest Earn	-92,250	-92,250	.00	.00	-92,250.00	.0%
2090000	461500	PROPTXRE1F	-1,640	-1,640	-827.52	.00	-812.48	50.5%
2090000	486300	Misc Rev	-3,330	-3,330	-1,990.57	.00	-1,339.43	59.8%
TOTAL F.A.M.D. #1			-1,660,180	-1,660,180	-887,437.09	-16,907.40	-772,742.91	53.5%
2098601 F.A.M.D. Program								
2098601	531000	Prof Svcs	160,500	160,500	83,663.81	10,397.23	26,704.72	83.4%
2098601	533000	Contr Svcs	903,700	952,153	699,787.04	96,197.72	-60.73	100.0%
2098601	542000	Utilities	19,900	29,400	24,308.83	913.82	.00	100.0%
2098601	544000	Bldg&Grnt	100,600	107,720	55,979.86	4,594.60	5,207.94	95.2%
2098601	545000	Infrastruc	114,350	122,000	89,205.08	10,113.25	.00	100.0%
2098601	552000	Communicat	18,450	26,050	13,922.19	1,583.99	7,490.35	71.2%
2098601	561000	Office Exp	9,550	9,550	5,812.37	315.80	458.74	95.2%
2098601	563000	Opr Matrls	1,600	1,600	1,204.53	144.61	314.98	80.3%
2098601	565000	MinorEquip	2,650	2,650	.00	.00	2,650.00	.0%
2098601	591600	IndrctCost	15,000	15,000	7,500.00	.00	7,500.00	50.0%
TOTAL F.A.M.D. Program			1,346,300	1,426,623	981,383.71	124,261.02	50,266.00	96.5%
2099929 FAMD Capital								
2099929	673100	ConstContr	539,062	706,061	660,374.34	.00	20,686.56	97.1%
TOTAL FAMD Capital			539,062	706,061	660,374.34	.00	20,686.56	97.1%
TOTAL F.A.M.D. #1			225,182	472,504	754,320.96	107,353.62	-701,790.35	248.5%
TOTAL REVENUES			-1,660,180	-1,660,180	-887,437.09	-16,907.40	-772,742.91	
TOTAL EXPENSES			1,885,362	2,132,684	1,641,758.05	124,261.02	70,952.56	
BEGINNING FUND BALANCE 7/1/2022				2,151,077.53				
CHANGE IN FUND BAL - NET OF REVENUES/EXPENSES				-754,320.96				
ENDING FUND BALANCE 4/31/2023				1,396,756.57				

FAMD #1
INDIAN WELLS COUNTRY CLUB COMMUNITY
SECURITY REPORT

Paul A. Stotesbury
Site Security Director
April, 2023

- April 1, 2023 - Appian Way, Welfare check, patrol received no response, Fire/ Paramedics called, made contact 1 transport**
- April 10, 2023 - Sandpiper, AUS Patrol unit crashed into mailboxes, report and photos to AUS and DRM**
- April 10, 2023 - Appian Way, kids spinning donuts, identified with information from residents, contacted parents will handle**
- April 20, 2023 - Comanche, H/O reported possible theft of gift cards from unlocked vehicle, advised to call RSO, no further information**

FIRE DEPARTMENT/ PARAMEDICS

RESPONSES –22

TRANSPORTS – 8

RSO

ROUTINE PATROL – 6

CALLS FOR SERVICE – 6

OPEN GARAGE DOOR – 18

OPEN OTHER DOORS – 0

TRANSPONDERS SOLD – 63

Indian Wells Country Club FAMD #1
Security Staffing Report
APRIL 2023

	Employee Name	Length of Service at Allied Universal in Months	Length of Service at IWCCC in Months	Position	Scheduled Work Days	Scheduled Work Hours	Total Scheduled Hours/Day	Total Scheduled Hours/Week
1	Alcala	3	3	Security Officer	Wed/Sun	1400-2200	8	40
2	Bonner, Betty	9	9	Security Supervisor	Tues/Sat	10pm-6am	8	40
3	Cabanilla, Danny	43	43	Security Officer/Supervisor	Fri/Mon	2pm - 10pm	8	40
4	Casarez, Jose	64	61	Security Officer	Sun/Thurs	2pm-10pm	8	40
5	Gray, Ken	7	7	Security Officer	varies		8	20
6	Hertwig, Robert	2	2	Security Officer	Thurs/Sun	10pm-6am	8	40
7	Hosamane, Mahinder	115	165	Security Supervisor	Sun/Thurs	10pm-6am	8	40
8	Lara, Marvin	116	113	Security Senior Supervisor	Mon/Sat	6am - 2pm	8	40
9	Pennington, Sandra	9	9	Security Officer	Fri/Mon	10pm-6am	8	32
10	Penny, Max	14	14	Security Officer	Tues/Sat	2pm-10pm	8	40
11								
12	Rios, Albert	7	7	Security Officer	Sun-Thurs	6am-2pm	8	40
13	Sandoval, Andrea	72	50	Security Officer	Sat-Wed	6am-2pm	8	32
14	Wright, Shawn	1		Security Supervisor	Tues/Sat	10pm-6am	8	40
15								
16	Stotesbury, Paul	92	56	Site Security Supervisor	Mon- Fri	Varies	8	40
17								
18								
19	Part Time			Security Officer	varies			
	TOTALS	554	539					640
	AVERAGES	39.57	38.5					

Change Change

Stats for 2018

Event	Jan.	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Access Denied	0	0	0	0									0
Alarm Checks-Security	4	5	3	5									17
Animal Control on site	2	0	0	1									3
Animal Issues	0	0	2	2									4
Burglaries	0	0	0	0									0
Thefts	0	0	0	1									1
Garage Doors Open	39	54	60	18									171
A Shift up to 1400 hrs	0	1	4	13									18
B Shift up to 2200 hrs	38	47	50	5									140
C shift after 2200 hrs	1	6	6	0									13
Doors Open (Other)	0	1	0	0									1
Golf Cart Issues	0	0	0	0									0
Homeowner Assist/Welfare Check	3	3	1	2									9
Landscape/Light Issues	0	2	0	0									2
Medical Response / Fire Dept.	9	17	11	22									59
Noise Issues	1	0	2	8									11
Other - Domestic Issue	0	0	0	0									0
Parking Issues	1	0	0	0									1
Public Utility Issue	0	0	0	0									0
Process Servers	3	5	1	6									15
Property Issues/Damage	1	2	1	2									6
Realtor Issues	0	0	0	0									0
Sheriff on Site	18	13	15	12									58
Alarm Response/Call In	9	8	10	6									33
Routine Patrol	9	5	5	6									25
Suspicious Events	2	2	0	0									4
Traffic/Street Issues	0	0	0	1									1
Vandalism	0	0	0	1									1
Vendor Issues	0	0	0	0									0
Water Issues	2	1	4	2									9

Speed Trailer Data

APR 1, 2023

SPEED TRAILER DEPLOYMENT LOCATIONS

Day	Date	Location	0-20 ●	21-25 ◊	26-30 ◻	31-35 Δ	36-40 *	41-45 x	46-50 *	51+ ●	Total	Time
Fri	SUN	E/B Iroquois										6am-8pm
Sat	MON	S/B Manitou										7am-8pm
Sun	TUE	S/B Club						daily				7am-8pm
Mon	WED	NB Manitou										7am-8pm
Tues	THUR	S/B Club						Limited use due to patrol vehicle in shop				6am-8pm
Wed	FRI	W/B Iroquois										7am-8pm
Thurs	SAT	N/B Manitou										7am-8pm
Fri	SUN	E/B Iroquois										7am-8pm
Sat	MON	S/B Manitou										6am-9pm
Sun	TUE	S/B Club										7am-8pm
Mon	WED	NB Manitou										6am-8pm
Tues	THUR	S/B Club										7am-8pm
Wed	FRI	W/B Iroquois										
Thurs	SAT	N/B Manitou										7am-9pm
Fri	SUN	E/B Iroquois										7am-8pm
Sat												
Sun												
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Mon												
Tues												
Wed												
Thurs												
Fri												
Sat												
Sun												
Totals	App.	Totals										
%		%										

FAMD

Staff Report – Public Works

May 11, 2023

Management Services Request for Proposal

RECOMMENDED ACTIONS:

Board **APPROVES** the recommendation of FAMD Board Sub-committee; and

AUTHORIZES and **DIRECTS** City Staff to process a Professional Services Agreement with the selected Management Company.

DISCUSSION:

The Fire Access Maintenance District (FAMD) contracts with a management company to assist with implementation of project management, day to day operations, and managing the security contract. A City Council policy limits contracts to five consecutive years, after which a Request for Proposals/Qualifications (RFP) process is required. At the end of June, 2023 the management contract with Desert Resort Management is required to be opened to new proposals.

To assist the FAMD Board, City Staff met with the FAMD sub-committee to develop a process for the selection of a management company for the FAMD. An RFP was advertised on March 6 and proposals were required to be submitted no later than April 10. The City received two proposals: one from Personalized Property Management and one from Desert Resort Management. The FAMD Sub-committee evaluated the proposals and decided to interview both companies on May 2nd.

The sub-committee is prepared to discuss the results of their interview and make a recommendation to the Board for discussion.

FISCAL IMPACT:

Cost is dependent on the management company selected. The proposed fees are:

- Personal Property Management = \$5,981.75/Month
- Desert Resort Management = \$6,358/Month

ATTACHMENTS: Itemized charges for services for each company

EXHIBIT A

SCHEDULE OF DOCUMENTATION, SERVICES AND SUPPLIES RATES¹ JANUARY 1, 2023 - DECEMBER 31, 2023 (Updated 8/1/2022)

Services

Black & White Copies at Corporate Office	20¢ per page
Color Copies at Corporate Office	40¢ per page
Scans to file system	17¢ per page
Postage	Actual Cost
Certified Mail Processing	\$12.00 each
Telephone	Flat Fee
Fax	Actual Cost
Federal Express	Actual Cost
Emailing of Association Documents (Annual Budget, Policy Stmt, & Audit, etc.)	\$1.50 per address
Secretarial	\$70.00 per hour
Special Assessment Bookkeeping	TBD
Additional Accounting Service required by insufficient operating funds to pay bills	\$100.00 per month
Civil Code §4041 Compliance Processing	\$9.00/Unit
Violation Hearings	\$125.00 per hour
Compliance Accounting (Violation Issues)	TBD
State Agent for process filing	\$150.00
Failure to Make Quorum and Reschedule of Annual Meeting and Notification	\$350.00
Owner Inspection of Records in Office	\$65.00 per hour
Small Claims Court Representation	\$125.00 per hour (2 Hr. min)
Insurance Claim Processing	\$125.00 per hour (2 Hr. min)
Insurance Audit Handling	\$97.00 per Audit
Additional (Replacement for lost/damaged) Election Ballot Package	\$10.00
Recall Election	\$95.00 per hour
IRS 1099 Forms	\$10.00 per vendor
FTB Notification	\$35.00 per vendor
Secretary of State Filing	\$45.00
Architectural Review processing	\$100.00 per hour
Architectural Review Site Inspections	\$100.00 per hour
Association Web Site (creation/updating)	TBD
Additional Letters above contracted amount (see Paragraph III.B.2)	\$15 each
End of Year Closing	TBD
Bank Account Reconciliation (over three bank accounts)	\$25.00 each
Digital Account Transfer of records	\$250.00

Supplies²

Standard #10 Envelopes	30¢
Standard #10 Window Envelopes	30¢
Standard #9 Return Envelopes	25¢
Large Envelopes (10 x 15)	70¢
Large Envelopes (10 x 13)	60¢
Labels	(1-100 = \$20.00) (100-200 = \$30.00)(200-300 = \$40.00) (300 and over = \$75.00) per run
Coupon Book	Actual Cost

¹ Prices are subject to change during the term of the contract to reflect increases from utilities and vendors upon thirty (30) days' written notice to the Board of Directors.

² Billing Envelopes and statement mailing costs for same are included in the monthly fee.

EXHIBIT A (continued)

ITEMS CHARGED TO BUYERS/SELLERS/OWNERS

**Late Charge Collection Administration	\$10.00 per month
*Lender Certification.....	\$215.00 Standard. \$255.00 Custom
*Escrow coordination processing and Documentation (full package w/o minutes)	\$325.00
*Escrow coordination processing and Documentation (full package with minutes).....	\$375.00
**Change in Ownership account reconciliation	\$175.00
**Property Transaction Documentation.....	\$20.00 - \$35.00
*Transfer Documentation	\$175.00
**Pay or Lien Letter (first two on title)	\$175.00
**Additional letters to owners on title beyond first two names/property address (per civil code)	\$25.00 each name
**Member Payment Plan Administration	\$25.00 per month
**Member Payment Plan Administration in Excess of 6 months	\$35.00 per month
**Property Deed Verification	\$75.00
**Lien Preparation Accounting Package for Collections	\$150.00
**Release of Lien	\$75.00
**Partial Payment Letter (when in collections)	\$45.00
**Foreign Check Processing	\$25.00 each
**Returned Check (from bank)	\$25.00 each

* Charged to Individual Owner

** Charged to Owner billed through the Association as a pass thru expense at the time the work is performed



Exhibit A

Itemized Charges for Periodic Routine Services

April 1, 2023

Item	Charge
Records Storage	\$3.75 per box per month (billed annually)
ACH Maintenance Fee	\$5.00 per unit enrolled per year (billed annually)
Coupon Booklets	\$11.99 per booklet includes envelopes (replacement/new owner)
Billing Statements/Late Notices	\$2.50 each + current postage rate includes envelopes
Envelopes	\$0.25 regular size. \$0.99 large
Manual Bank Deposit	\$35.00 each
Notary Services	\$15.00 per signature
Community Mailings	\$0.28 per sheet + printing + current postage rate
Investment Purchase or Redemption	\$35.00 per transaction
Name and Address Labels	\$25.00 per set
Checks - A/P	\$0.35 each
Emergency Check Processing	\$10.00 each
Materials Reproduction (copies/scanning/printing)	\$0.28 per page - black/white; \$1.00 per page - color
1099 Processing	\$25.00 per page
Pass-thru Transactions	Cost + 1% - 10% admin fee
Notice by Certified Mail	\$15.00 + current postage rate (International \$25.00 + current postage rate)
Postage	Current Postage Rate
Agent's Executive Staff	\$150.00 per hour
Agent's Community Managers	\$125.00 per hour
Agent's Administrative Staff	\$50.00 per hour
Holiday Meetings	\$250.00 per hour
Saturday Meetings/Extra Meetings/Meetings Past 8:00 p.m.	Applicable hourly rate
Mileage (Above contract obligation)	Current IRS Mileage Rate
Secretary of State Filings	\$125 per filing
Special Assessment	\$150.00 set up + \$100 per additional monthly billing
Supplemental Budget Preparation	\$250.00 + Cost of Distribution
Year-end CPA Preparation/Tax Filings	\$250.00 - \$500.00 (Depending on size of Association)
Community Set-up/Transition Fee	\$500
Newsletters	Included No charge for formatting. Printing, Content, Postage - Not Included
Non-routine services outside of contract	Applicable hourly rate

All Items Billed On Owners Account	
Towing Administration	\$85.00 per incident (billed to owner)
Hearing Notices Administration	\$85.00 per notice (billed to owner)
Application Processing	\$25.00 minimum per submittal (Billed to owner) *Plan check services not included
Private Transfers Outside of Escrow	\$150.00

Transfer, Resale and Disclosure Certificates	
Escrow Disclosure Packages	Pricing depends on documents requested (Collected in escrow)
Transfer Fee	\$275.00 (Collected in escrow)
Covenants Compliance Inspections	\$200.00 (Collected in escrow)

Architectural Administration and Compliance	
Site Inspections	Applicable hourly rate for inspections in excess of contract
SmartWebs	Pricing depends on size of Association

Website & Electronic Services	
Annual Domain Fee	\$55.00
Custom Domain Name Transfer or Set-Up and Basic Set-Up Fee	\$125.00 plus cost of domain name registration
E-Blast Service	\$50.00 (unlimited)
Electronic Records Storage	\$60.00 billed semi-annually
TownSq	Included basic package, add on modules are extra

Collection Services (All Items Billed on Owners Account)	
Intent to Lien Processing (Includes Title Check)	\$200.00
Returned Check or ACH	\$35.00 per item
Late payment handling fee	\$10.00 per late payment
Payment Plan Administration	\$125.00
Collection Monitoring	\$75.00 one-time fee when turned over to Attorneys

Access Control Administration	
Access Devices	Per Association Policy (Billed to owner)
New Owner Set Up	\$50.00 (Billed to owner)
Kiosk/New Device Programming	\$15.00 per change (Billed to owner)
Community Reprogramming	\$250.00 per project (Billed to Association)

Additional services are provided as may become available at the prevailing rate or as mandated by law. All fees listed on this Exhibit A are subject to reasonable change, from time to time, without prior notice and shall automatically increase on each calendar year by the year-over-year increase in the Consumer Price Index plus two percent (2%).

STAFF REPORT

DATE: May 11, 2023
TO: Honorable FAMD Board Members
FROM: FAMD District Manager
SUBJECT: Manitou Guardhouse Remodel

SUMMARY:

In October 2022 the Board of Directors directed the district manager to seek other proposals for the Manitou guardhouse remodel. In February 2023 the new request for proposals (RFP) was posted. The district manager requested that all proposals be sealed and sent to the Indian Wells public works office due to Associa on Call, a maintenance division of Desert Resort Management, notifying the district manager that they would be submitting a proposal. The district manager also asked, for transparency reasons, to have the public works director, Ken Seumalo, grade the RFP's.

Mr. Seumalo will give a verbal summary of his grading system (see page 15) to the Board of Directors.

Attachments:

- RFP (the attachments to the RFP – sample contract and structure analysis were omitted in this report)
- Amendment to the RFP
- Watkins Construction Proposal
- Watkins Construction Proposed Drawing
- Associa On Call RFP
- Associa On Call Proposed Drawing

FISCAL IMPACT:

Capital Improvement \$0 to \$2,104,009.00 for FY 2023/24.

RECOMMENDATIONS

- Approve a proposal and direct the District Manager to bring back a final proposal and drawing for the Board of Directors to review at the June 8, 2023, Board of Directors Meeting.

Landscape Architect			Watkins Landmark		Associa	
Evaluation Weighting Factors	Total Points	Score	Comments	Score	Comments	
Acknowledged Addendum	P/F	F	not provided	P	provided	
Completeness of Proposal: Company submitted all of the required elements in the RFO including addendums etc.	5	3	proposal describes sequence of work and itemizes improvements.	3	project work was described with cost allocation with each task. No schedule was provided	
Qualifications: Certifications, technical ability, management ability.	20	15	Executive team has extensive experience. Little description of the rest of the project team.	0	no information was shared about the team that would lead the project	
Staffing Experience	20	15	executive team has extensive experience. No mention of others on the project team	0	no information was shared about the team that would lead the project	
Experience: similar and relevant projects and references	20	20	Watkins has extensive experience constructing a variety of projects more complex than this project.	0	no information was shared about the team that would lead the project	
Proposed Schedule	15	10	Proposed competition in 4-months. No mention of traffic control through the gate	0	No schedule provided	
Competitiveness of Rates	20	10	\$1,055,979 + 198,030 + 850,000	20	\$894,500	
Notes					Associa understands what is needed to provide information about their team's project experience. Associa's price is 10% less than Watkins. There may be more details from Associa	
TOTAL	100	73				



FAMD #1
Fire Access Maintenance District
An Agency of the City of Indian Wells
Indian Wells Country Club Community

Title

REQUEST FOR PROPOSALS

Proposals Due:	March 16, 2023 by 3:00 pm
RFP Administrator(s):	District Manager Scott Matas
Proposals Issued:	February 15, 2023

The City of Indian Wells uses the following plan room to post all bids, RFPs, and RFQs:

<https://www.planitplanroom.com/jobs/public>

INTRODUCTION and INSTRUCTIONS

Dear Proposers:

The Fire Access Maintenance District #1 – Indian Wells Country Club (hereinafter referred to as the “FAMD”) is soliciting proposals from qualified and experienced construction/ design firms specializing in providing **repair and remodel construction services** on a remodel of the FAMD security guard houses. The term of the contract is expected to be the duration of construction, from the date of award through December 31, 2023 or otherwise negotiated, subject to annual funding appropriations and program approvals by the FAMD Board of Directors.

The proposals will be reviewed and ranked according, but are not limited to, understanding and knowledge of the requirements as set forth in this RFP, reliability, cost, references of comparable services, resumes/references of personnel assigned, and if any, distinguishing features, skills and/or services proposed.

For the purposes of this RFP, the words “Proposer”, “Bidder”, “Contractor”, “Consultant” and “Vendor” shall be used interchangeably and read to be the same. Failure to submit all the mandatory components of this RFP may result in the determination that the Proposal is not eligible for further consideration. As such, each Proposer is directed to carefully review the proposed Agreement (Attachment A) and, in particular, the insurance and indemnification provisions therein.

Overview of Services Requested:

The FAMD is anticipating the design of the guard houses to be in construction by Spring 2023. The design team awarded the contract will need to provide a detailed proposal for repairs and remodeling of the noted facilities. FAMD cannot guarantee the scope or volume of work required, the following is a list of approved, planned, or possible projects:

Project Name	Scope of Work	Tentative Submittal or Completion Schedule
Conceptional Drawings	Provide a Conceptional Drawing of the remodel for the Manitou Guard House	03/16/2023
Detailed Proposal for Remodel	Propose the cost of the project based on the conceptional remodel	03/16/2023
Repair cost for the Manitou Entrance	Based on attachment “B” (structural analysis/ engineers report) give a detailed cost for repairs.	03/16/2023
Detailed Proposal for paint and stucco work	Propose the cost for stucco repairs at the Manitou guard house including paint. (No color change)	03/16/2023

Consultant will provide experienced individual(s) to complete tasks as needed by the FAMD. The consultant is required to provide their own transportation, all safety outfits, cell phone, digital camera, computer or laptop for day-to-day reporting and associated work activities. No on-site office facilities shall be made available to the consultant or its representative(s).

A full description of the requested services can be found in the Scope of Services section below.

RFP Schedule

The following is a tentative schedule of this entire RFP process.

TENTATIVE SCHEDULE	
RFP Published:	February 15, 2023
Questions from Proposers Due:	February 27, 2023
Questions and Answers Posted by:	March 3, 2023
Proposals Due:	March 16, 2023
Anticipated Contract Award:	April 13, 2023

Submittal Information

Proposals are due on March 16, 2023, by 3 P.M. local time. It is the sole responsibility of the Proposer to ensure their Proposal is submitted to the FAMD District Manager electronically before the stated deadline. The FAMD shall not be held liable for complications arising due to connectivity or network issues. Please submit all proposals ***electronically*** to the RFP administrator.

RFP Administrator(s): District Manager Scott Matas at smatas@drmineternet.com

Questions, Answers and Addenda to RFP

Prior to the RFP submission deadline, questions may arise regarding the specifications and procedural or administrative matters. **All questions pertaining to this RFP shall be submitted via email by February 27, 2023 to the RFP Administrator(s).** The RFP Administrator(s) will provide formal answers to all questions. Changes to the RFP itself shall only be made by the FAMD via formal written addenda. All addenda shall become a part of the RFP document requiring acknowledgment by the Proposer.

Permits and Licenses

The successful Proposer and all employees or agents shall secure and maintain in force such licenses and permits, as are required by law, including a City of Indian Wells business license.

Execution of the Contract

The **Professional Services Agreement**, in the form set forth in Attachment A, attached hereto, shall be executed by the successful Proposer, returned to the FAMD for execution, and shall be accompanied by evidence of insurance as required, all within five (5) calendar days after the Proposer has received notice of award of contract. No proposal shall be considered binding upon the FAMD until such time as it has been executed by the FAMD. The failure of the successful Proposer to execute the contract and to submit evidence of insurance as, and within the time, required shall be cause for the annulment of the award.

Certification of Non-Collusion

The attached certificate of Non-Collusion must be completed and returned with the proposal. Failure to return this document may disqualify your proposal.

Indemnification

At its expense, the Proposer agrees to indemnify, defend and hold harmless the FAMD, and its elected officials, officers, agents, employees, and representatives harmless from any and all liability, claims, damages or injuries to any person, including injury to the Contractor's employees and all claims which arise from or are connected with the negligent performance of or failure to perform the work or other obligations of this Agreement, or are caused or claimed to be caused by the negligent acts or willful misconduct of the Contractor, its sub-contractors, suppliers, officers, officials, employees, volunteers or agents, and all expenses of investigating and defending against the same, provided, however, that his indemnification and hold harmless shall not include claims arising from the sole negligence or willful misconduct of the FAMD, its elected officials, officers, employees, volunteers, and agents.

Insurance

Specific insurance requirements are noted below, and evidence of the insurance coverages will need to be in place before starting work. The FAMD will require certificates of insurance and additional insured endorsements when the successful Proposer submits a signed contract to the FAMD. At a minimum, the successful Proposer will be required to maintain the following coverage within the specified limits:

Type of Insurance	Amount
General Liability (additional insured endorsement)	\$5 million per occurrence
	\$6 million general aggregate
Automotive Comprehensive	\$5 million each accident
Worker's Compensation (waiver of subrogation endorsement)	Statutory Limits

Professional Liability (errors and omission)	\$1 million per claim
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Withdrawal of Proposal

A proposal may be withdrawn by a Proposer prior to, but not after, the date and hour fixed for the opening of the proposals, as specified in the Request for Proposal, provided that a written request is received by the RFP Administrative prior to such time and date.

Identifying Proprietary Information; Public Records Act

A Proposer must identify, and list all copyrighted material, trade secrets, or other proprietary information (“protectable documents”) that the Proposer included in its Proposal which the Proposer believes should be exempt from disclosure under California’s Public Records Act, Government Code Section 6250, et seq.

By listing the documents, the Proposer agrees to indemnify, defend, and hold harmless the FAMd, its officers, agents, employees, and representatives from and against any action, claim, lawsuit, or proceeding, including costs and expenses, arising out of or connected with the FAMd’s refusal to disclose the protectable documents to any party making a request for those items.

The FAMd will treat any Proposer, who fails to identify documents that the Proposer believes should be exempt from disclosure, as having waived its right to an exemption from disclosure, as the Public Records Act provides.

Cost for Preparing Proposal

Costs for developing the proposal in response to this RFP are the sole responsibility and obligation of the Proposer and shall not be chargeable in any manner to the FAMd.

Conflict of Interest

All Proposers responding to this RFP must avoid organizational conflicts of interest which would restrict full and open competition in the procurement. An organizational conflict of interest means that due to other activities, relationships, or contracts, a Proposer is unable, or potentially unable, to render impartial assistance or advice to the FAMd; a Proposer’s objectivity in performing the work identified in the Scope of Work is or might be otherwise impaired; or a Proposer has an unfair competitive advantage.

Termination

The FAMd may terminate the contract and be relieved of any consideration to the successful Proposer, should Proposer fail to perform in the manner required. Furthermore, the FAMd may terminate this contract for any reason without penalty upon giving seven (7) days written notice to the successful Proposer. In the event of termination, the full extent of FAMd liability shall be limited

to an equitable adjustment and payment for materials and/or services authorized by and received to the satisfaction of the FAMD prior to termination.

SCOPE of SERVICES

The Consultant shall provide professional construction services and manage all of the remodel for the Manitou guard house, repair of the Manitou Entrance Structure and the stucco repairs and painting of the Manitou entrance structure & Club Drive guard house/ entrances structure at the Indian Wells Country Club.

Services shall include but not be limited to:

1. Conceptual/ Schematic Design of the remodel of the Manitou guard house. The footprint of the conceptual drawing can change in size but not exceed to current foundational pad footprint. You can consider moving walls out to the east or west for more functional space and up to 40 feet to the south (rear) of the building.
2. The building must have working stations for two guards in the main area with full view of incoming traffic, a restroom, a small kitchen area, an office (Director of Security), an electronic/ electrical closet and storage.
3. East and west doors must slide.
4. Must manage the coordination of relocation, replacement or additional cameras, computers and supporting equipment to the proposal. The current contractor is AMS Connect.
5. The proposal must include all state building codes including ADA compliance.
6. The building must be designed to accommodate solar and an option for solar installation will need to be added to the proposal.
7. The building must be designed with a backup generator or battery backup system from solar.
8. Propose a safe walking path from security parking area to guard house entrance.
9. Propose the repairs for the entry structure at the Manitou entrance per the structural analysis/ engineers report.
10. Repair all stucco damage at the Manitou and Club Dr. entrance and exit structures.
11. Paint the Manitou and Club Dr. entrance and exit structures.

PROPOSAL GUIDELINES

Responsive proposals shall include the following items:

1. COVER LETTER

- a. Proposals shall include a letter signed by a principal or authorized representative who can make legally binding commitments for the entity.

2. STATEMENT OF QUALIFICATIONS

- a. The Statement of Qualifications shall include the following information:

- i. *FIRM AND PERSONNEL EXPERIENCE*

Provide a synopsis of the consultant's qualifications, past experience and history in performing this type of work. Include references of persons, firms, or agencies that the City may contact to verify the experience of the proposer.

Personnel: Include the names and technical and design experience of project team/sub-consultants that will be providing services. At a minimum, this should include the project manager/principal agent, associates in charge when project manager/principal agent is unavailable, key personnel, and an organization chart identifying only those who will perform work for the proposed project and the percentage of each individual's time devoted to this project.

- ii. *PROJECT UNDERSTANDING STATEMENT*

A statement outlining the firm's understanding of the scope of work, anticipated approach, suggestions or special concerns that the FAMD should be made aware of, and tasks you feel are necessary for successful completion. Identify any assumptions and/or exclusions used in preparation of the scope of work and associated fee estimate.

Work Breakdown Schedule: Provide a project schedule indicating required tasks and associated time-line / durations. Show how all required tasks are to be completed within the project design time-line based on the tentative *Contract Award*.

- iii. *SCHEDULE*

Proposal shall include a timeline to complete the project, based upon the Scope of Work as detailed in Exhibit "A" of this RFP.

- iv. *RELEVANT PROJECT EXPERIENCE*

Proposal shall include a list of projects which your firm or personnel have completed within the last 5 years, including significant work with public agencies. Projects information should include project description, year completed, client name, along with a person to contact and their telephone number.

v. *REFERENCES*

Proposal shall include a listing of relevant projects and references for three public entities for which Proposer has performed similar work within the past five (5) years.

vi. *FEE PROPOSAL:*

Provide fee schedule to include a breakdown of fees and costs to include the following:

- Task Description (See Scope of Services)
- Personnel discipline Performing the work
- Estimated Number of hours
- Hourly Rate by discipline
- Separate Line item for reproductions
- Totals by Task and by discipline

It is anticipated that the Agreement resulting from this solicitation, if awarded in portions or for the full project, will be based on a “not-to-exceed” fee.

Disclosure

Please disclose any and all past or current business and personal relationships with any current City of Indian Wells/ FAMD elected officials, appointed officials, FAMD/ City of Indian Wells employees, or family members of any current City elected official, appointed official, or FAMD/ City of Indian Wells employee. Any past or current business relationship may not necessarily disqualify the firm from consideration.

Conditions for Proposal Acceptance

This RFP does not commit the FAMD to award a contract or to pay any costs incurred for any services, including cost of responding to this RFP. The FAMD, at its sole discretion, reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with any qualified source/s, or to cancel this RFP in part or in its entirety. The FAMD may waive any irregularity in any proposal. All proposals will become the property of the FAMD. If any proprietary information is contained in the proposal, it should be clearly identified.

EVALUATION and AWARD

All proposals received on time will be evaluated the week of February 20th. Proposals will first be reviewed to ensure compliance with the terms of this RFP. Non-compliant or non-responsive proposals will be rejected. The FAMD will then evaluate and rank the proposals in accordance with the criteria set forth below.

Evaluation Criteria

Evaluation of a proposal will be based on a competitive selection process. The criteria listed are not necessarily an all-inclusive list. The order in which they appear is not intended to indicate their relative importance. The FAMD reserves the right to modify the evaluation criterion and percentage of score as deemed appropriate prior to the commencement of evaluation.

Proposals will be evaluated based on the following criteria:

- Qualifications of the Firm and Experience
- Project Manager and Staffing Experience and Project Organization
- Statement of Understanding and Work Plan
- Adherence to Schedule
- References

ATTACHMENTS

RFP SUBMITTAL CHECKLIST

1. Submittal Checklist
2. Vendor Information Form
3. Non-Collusion Affidavit
4. Proposal
5. Acknowledge Insurance Requirements

Bidder acknowledges the review of, and agreement to comply with the FAMD/ City of Indian Wells insurance requirements.

Authorized Signature

6. Acknowledge Workers' Compensation Insurance Requirements

Bidder acknowledges the review of, and agreement to comply with the statutory Workers' Compensation insurance requirements.

Authorized Signature

7. Acknowledge City Business License Requirement

Bidder agrees to comply with the City of Indian Wells business license requirement.

Authorized Signature

VENDOR INFORMATION FORM

Legal Contractual Name: _____

Mailing Address: _____

Contact Person & Title: _____

E-mail Address: _____

Phone: _____

Your Firm is: **(check one)**

☐ Corporation

☐ Limited Liability Partnership

☐ Partnership

☐ Sole Proprietorship

☐ Individual

☐ Joint Venture

If corporation, incorporated under laws of the State of: _____

Names of Individuals with Authorization to sign contracts (Corporations and Partnership require at least two signatures):

Federal Tax Identification Number: _____

City of Indian Wells Business License Number: _____

(Indian Wells business license will be required of the successful Proposer)

NON-COLLUSION AFFIDAVIT

(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

To the FAMD and CITY OF INDIAN WELLS

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the PROPOSER declares that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the PROPOSER has not directly or indirectly induced or solicited any other PROPOSER to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived or agreed with any PROPOSER or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that the PROPOSER has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the PROPOSER or any PROPOSER, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other PROPOSER, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and, further, that the PROPOSER has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, of the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Company Name: _____

Signature: _____

Date: _____

Print Name: _____

The above Non-collusion Affidavit is part of this Proposal. PROPOSERS are cautioned that making a false affidavit may subject the certifier to criminal prosecution.



FAMD #1
Fire Access Maintenance District
An Agency of the City of Indian Wells
Indian Wells Country Club Community

REQUEST FOR PROPOSALS

FAMD Repair and Remodel of the Manitou Guardhouse

Addendum 1:
Extension of Proposal
Submittal Information

Extension of Proposal Due

Page 3 – Extend Proposal Due date to March 31, 2023 at 3PM

Submittal Information

Page 3 – All proposals will be sealed and delivered to the City of Indian Wells

Attention: FAMD/ Public Works: Guardhouse Remodel –
Public Works Director Ken Seumalo

WATKINS

LANDMARK CONSTRUCTION



FROM OUR FOUNDER

Watkins Landmark Construction was founded in 2004 with the vision of building landmarks that create a lasting impact in the communities in which they are built. Hence, "LANDMARK" in our company's name. Even though we have grown considerably since then, we continue to bring a deep sense of pride to our projects up to—and beyond—the moment our clients take possession.

Our aspirations and deep respect for our clients remains strong. Since the earliest days of Watkins Landmark, it has been of vital importance to assemble a strong team of professionals that have the expertise, skills, and desire to work on complex and intricate projects. Our team is the foundation of our success and the company is only as sound as the individuals we hire. This has been proven true time and again by our growth and accolades over the past decade. Since 2004, we have grown from three employees working from a Starbucks in San Diego, to multiple offices in Southern California, and a team of over 50 professionals collectively reaching up to \$100M in revenue in recent years.

We are eager to discover how we can be of support to your team. Whether it is providing assistance in developing an initial budget, submitting a comprehensive bid for construction, or expanding our role to fully utilize our design-build expertise, you will find our knowledge and service invaluable.

Thank you for your consideration of Watkins Landmark. We look forward to supporting you on your next

Jody James Watkins, CEO & Founder



FIRM OVERVIEW

Watkins Landmark is comprised of over 50 professionals who specialize in building award-winning, cutting-edge projects that leave a lasting impression. Our strong relationships with architects, engineers, and partners within the industry, in addition to our full range of construction services, results in a seamless transition from the initial design stage to the final construction phases of a project. We believe the quality of the construction process is what builds the quality into a project, and that the most important aspect of our business is not the size of projects we build, but the relationships we make.



Core Values



TRUST

Conducting ourselves in a manner that earns the respect of our team, clients, and



INTEGRITY

Operating with the highest moral standard.



QUALITY

Achieving excellence in all that we do.



SAFETY

Protecting the well-being of our team and others.



TEAMWORK

Maximizing the collective talents of our people to accomplish our goals.



RESPECT

Recognizing and appreciating each individual's contributions.



PERSISTENCE

Committing to move from good to great.



SERVICES



Preconstruction

We help clients determine the best project delivery method based on their wants and needs. In addition, we thoroughly review and monitor constructibility issues during preconstruction to mitigate against any impacts to feasibility, cost, and/or schedule.



General Contracting

Watkins Landmark is dedicated to delivering quality projects safely, on-time, and within budget. Our team is comprised of adaptable, effective, knowledgeable, transparent leaders who efficiently manage the execution of work.



Design-Build

We believe in collaborative problem-solving and innovation. Our strong relationships and extensive project experience is a testament to this. Watkins Landmark works cohesively with the design team from the very beginning to coordinate construction activities that result in a project delivered on-time, within budget, and that exceeds client requirements and expectations.



Construction Management

A successful construction management team is able to see the big picture and offers a full scope of services to assist clients from project conception to completion. We serve as an extension of our clients' organizations, representing their best interests throughout the entire duration of the project.

EXECUTIVE TEAM



Jody James Watkins, CEO & Founder

Jody brings over 25 years of experience in the construction industry, forming Watkins Landmark in 2004. It was his vision to establish a construction company specializing in landmark projects that not only leave a lasting impression, but are a reflection of the local communities in which they reside.

jody@watkinslandmark.com



Dennis Dizon, President

With over 25 years of experience, Dennis has had a rewarding construction career in San Diego. Prior to joining Watkins Landmark in 2015, he served as a project executive at California-based Level 10 Construction. Having earned a LEED AP and degree in civil engineering, Dennis understands the importance of building structurally sound and efficient structures.

dennis@watkinslandmark.com



Matt Dolan, Project Executive

Joining Watkins Landmark in 2013, Matt has over 10 years of extensive experience as a quality control manager, project engineer, and senior project manager. Notable projects include the Indian Wells Tennis Garden and Frontwave Credit Union Arena, the new home for the San Diego Sockers slated for completion in time for the 2023-24 season.

matt@watkinslandmark.com



Loren Waldapfel, Director of Preconstruction

A dynamic and accomplished professional, Loren has over 30 years of experience leading construction and construction management projects/programs from inspection to completion in compliance with contractual obligations. Prior to joining Watkins Landmark, Loren served as a senior project manager for AECOM and senior construction manager for Galfcon.

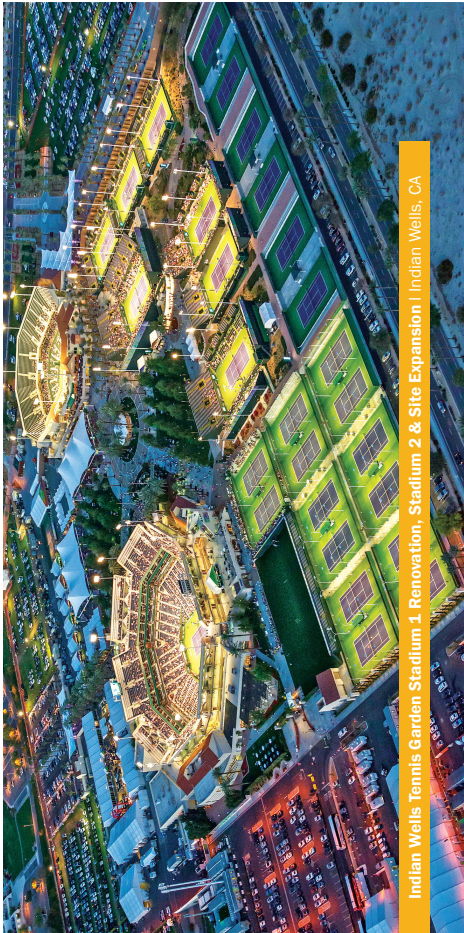
loren.waldapfel@watkinslandmark.com



SPORTING FACILITIES

The Watkins Landmark team is stacked with athletes, avid sports fans, and most importantly, experienced sports and entertainment facility builders. Projects include the Angeles Stadium of Anaheim, San Diego Jewish Academy Gymnasium, San Diego Jewish Academy Ballfield, Boys & Girls Club of San Diego, Indian Wells Tennis Garden, and Frontwave Arena.

Project Experience



PROJECT DETAILS

Client
Indian Wells Tennis Garden

Construction Cost
\$22.3M

Architect
Keisker & Wiggle Architects

Stadium 1 (completed in 10 months) included a massive 100,000 square foot addition, renovation of all suites and hospitality spaces, and 21 new restaurants and concessions to enhance the overall fan experience. The Stadium Plaza became a permanent part of the stadium and the preexisting open-air portion of the concourse level was covered allowing suites on the second level to be expanded significantly.

Additionally, a 200-person hospitality room, Front Box Club, satellite broadcast studio, fitness center, and club pro shop made their debut for the 2017 BNP Paribas Open. Other renovations included a brand new media room, a two-story office building for tournament management and staff, and additional commissaries to accommodate the new concessions.



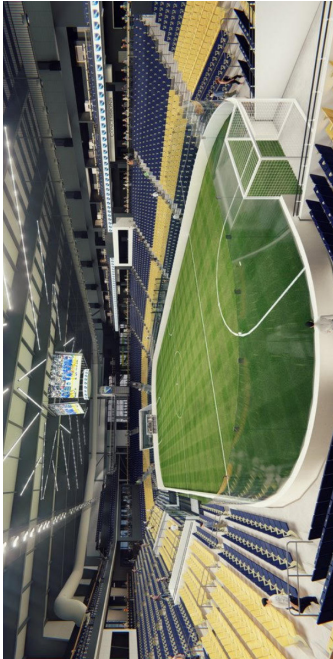
PROJECT DETAILS

Client
San Diego Sockers

Construction Cost
\$45M

Architect
Icon

Estimated Completion Date
August 2023



The Oceanside Frontwave Arena project is designed to be a multi-purpose sports and entertainment event center and the first of its kind in North County San Diego. The 171,291 square foot arena will seat 6,367 people for sporting events and 7,992 seats for concerts, which includes 10 private VIP suites.

The event level includes the main home team locker room along with additional locker rooms for guest opponents or other teams that will call the arena home for a variety of different sports. This lower level will also provide the necessary build-out for ice rink capabilities for hockey and various other on-ice activities.

The main concourse level will offer event-goers multiple bars, concessions throughout, and a full-service restaurant with views to the lower event level and to the outdoor plaza space.



HOSPITALITY

Our foresight in planning and quality of execution is something we take seriously when constructing buildings and venues that will host an endless rotation of guests. We understand the importance of helping to create a great experience for occupants in addition to ensuring all who enter feel safe, secure, and comfortable whether staying overnight in a hotel or enjoying a warm meal at a restaurant.

Project Experience



Marriott Autograph HOTEL PASEO | Palm Desert, CA

PROJECT DETAILS

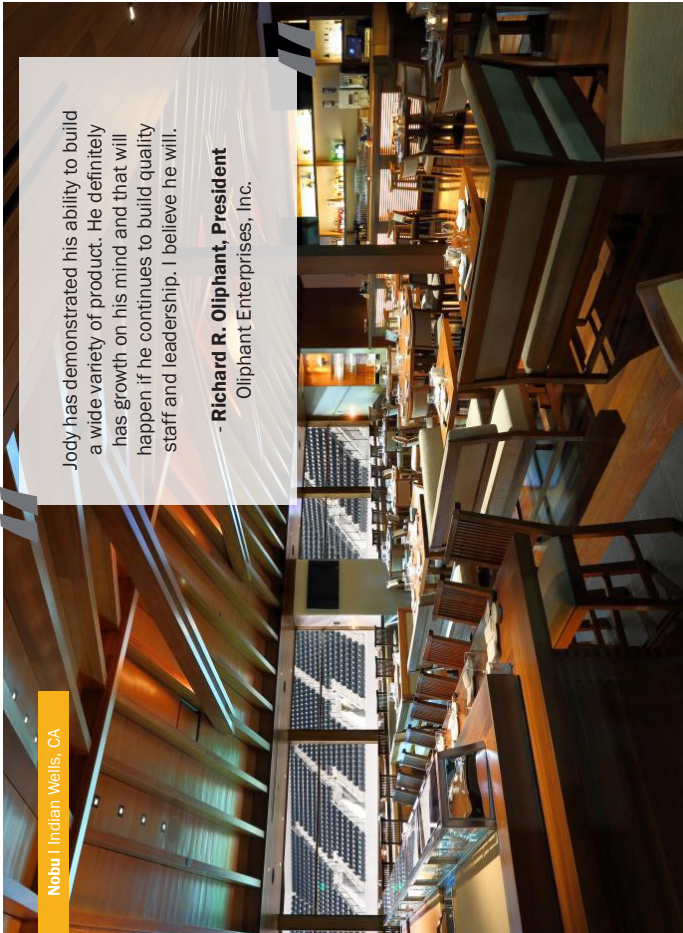
Client
Marriott Hotels & Resorts

Architect
Gene Fong Associates

Located in Palm Desert's prestigious shopping district of El Paseo, the 152-room hotel is a part of Marriott's well-received Autograph Collection of properties. The Autograph Collection is comprised of "destinations that have been selected for its quality, bold originality, rich character and uncommon details."

The hotel covers nearly 100,000 square feet, includes a farm-to-table restaurant serving American cuisine, a world-class spa, and exquisitely designed luxury suites pampering guests and the discerning public alike.

HOTEL PASEO is unique in character, grand in size, and incomparable in experience. The project was completed in time for the 2018 BNP Paribas Open and 2018 Coachella Music Festival.



Nobu | Indian Wells, CA

Jody has demonstrated his ability to build a wide variety of product. He definitely has growth on his mind and that will happen if he continues to build quality staff and leadership. I believe he will.

- **Richard R. Oliphant, President**
Oliphant Enterprises, Inc.

PROJECT DETAILS

Client
Nobu Hospitality LLC

Architect
Interior Design

Nobu Indian Wells was constructed in tandem with Stadium 2 at the Indian Wells Tennis Garden, completed just weeks prior to the BNP Paribas Open. From schematic design to restaurant opening in just under six months, the unheard-of building schedule compared only to the menu. No detail was overlooked, nor underbuilt, as the Japanese Craftsman-style restaurant included Brazilian Walnut Ipe wood floors, custom made teak furniture and cabinetry, open rafter ceiling, and works-of-art light fixtures. While no two Nobu's are alike, this one offers the most unique sushi experience yet, offering window-front dining to the tennis matches.



MULTI-FAMILY

Families are the strongest fiber in the fabric of society. When Watkins Landmark builds multi-family projects, we put our heart and soul into every wall, window, and roof to build the foundation for each and every resident to create a home. Projects include Promenade at Creekside in San Marcos, Aveline - luxury townhomes in La Jolla, Rising Sun Apartments in La Mesa, and Bonita Glen Apartments in Chula Vista.

Project Experience



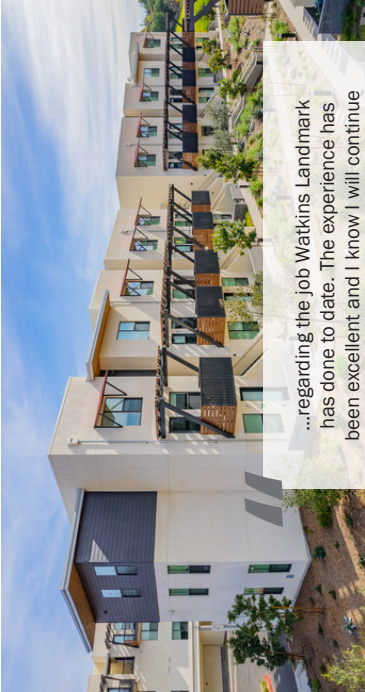
PROJECT DETAILS

- Client**
GenProp Rising Sun LLC
- Construction Cost**
\$12M
- Architect**
The Brown Studio

Located on Spring Street in La Mesa, this ground-up project consists of a 48-unit, 56,350 square foot apartment complex in a four-story building. There are three residential floors over one podium deck, with a total of 48 parking spaces. The podium deck covers the parking garage level, ground level lobby, and common area. A tight footprint, the vertical build occupies roughly 95% of site.

PROJECT DETAILS

- Client**
Silvergate Development
- Construction Cost**
\$30M
- Architect**
Studio E



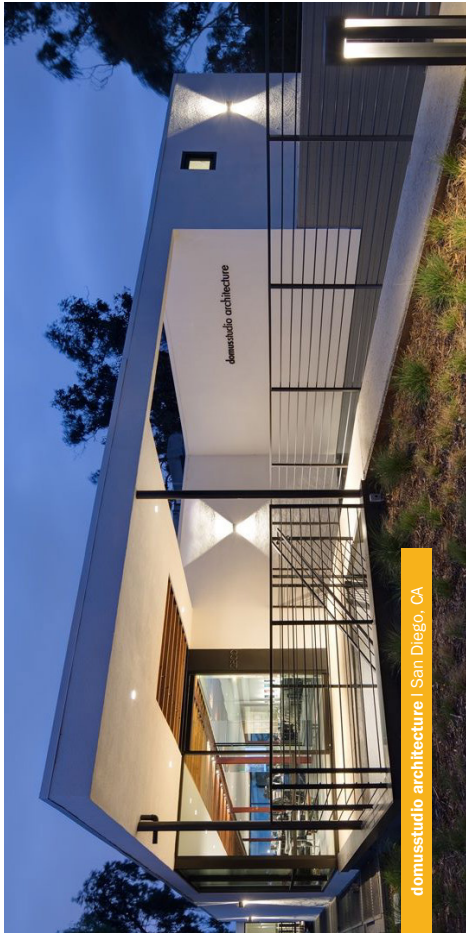
Watkins Landmark handled preconstruction and construction phases of this \$30M+ apartment project located near the Bonita exit off Interstate 805. The apartment complex consists of seven buildings and 170 units over a 5.3-acre site. Six of the seven buildings are three-stories and one is four-stories built on a concrete podium. Common areas include a pool, amenity building, BBQs, and two bridges crossing a seasonal stream bed.



OFFICE

Watkins Landmark takes great care to ensure we build safe, efficient, innovative, and comfortable office environments for all occupants and visitors alike. We find great purpose in helping clients accomplish their goals and see their visions come to life, building dynamic and welcoming spaces that are both functional and inspire productivity.

Project Experience



PROJECT DETAILS

Client
domusstudio

Architect
domusstudio

Located in Bankers Hill and originally constructed in 1963, the building served the community as a medical office for over 50 years. Poised on the edge of Maple canyon, the renovation preserved the original mid-century modern architecture. Interior walls were removed and windows were added to each side to provide clear views from the street front through to the canyon. The base of the structure was also painted dark, giving the illusion the building is floating over the canyon.

The building interior includes creatively exposed structural steel and wood framing, and minimal walls and glass partitions to enclose conference spaces as to not sacrifice the incredible view of the canyon.

RETAIL

Our clients aim to create spaces that help them achieve a customer experience reflective of their brand and how they want their customers to feel, while customers seek appealing, clean, safe, comfortable, and convenient environments. We strive to accomplish all these goals while delivering projects on-time to ensure no delay or impact to revenue generation for owners and tenants.

Project Experience

The Hoehn Buick GMC Cadillac service building and parking structure addition was located on an approximately 3.0-acre site. The project consisted of the demolition of the previous parts and services building totaling approximately 19,000 square feet and replacing it with a new building with the service center located on the ground level with two levels of parking above. The new post-tension concrete structure totaled roughly 110,000 square feet.

The first floor of the building consists of 38 service bays, automobile lifts, alignment rack, wash and detail bays, oil compressor areas, technician restrooms, break room, parts storage department, parts boutique, and offices.

PROJECT DETAILS

Client
Hoehn Buick

Construction Cost
\$7.4M

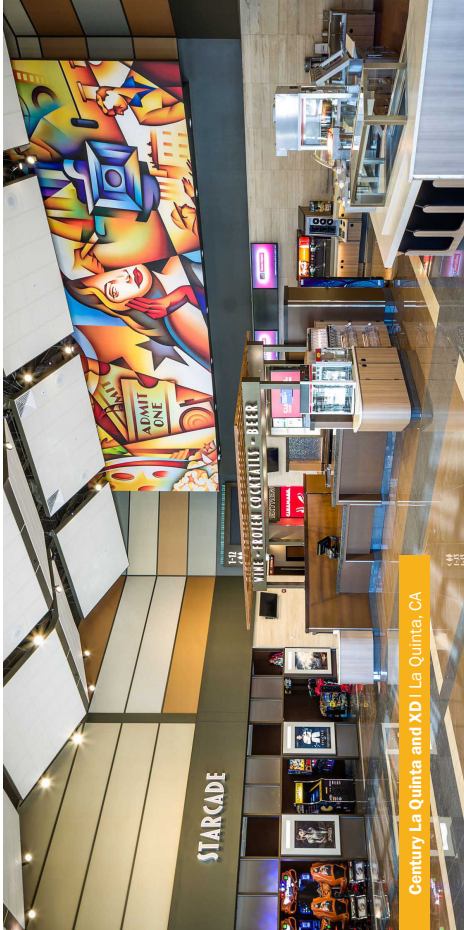
Architect
Ware Malcomb



ENTERTAINMENT VENUES

We have been fortunate to have had the opportunity to work on a variety of entertainment projects ranging from public amphitheaters and park expansions, to auditoriums and cutting-edge digital multiplexes. Projects include the Rancho Mirage Whitewater Park Amphitheater, the Dolphin Stadium at SeaWorld San Diego, and Century La Quinta and XD | La Quinta, CA.

Project Experience



PROJECT DETAILS

Client
Cinemark

Construction Cost
\$10.5M

Architect
Beck Architecture

The state-of-the-art entertainment destination consists of 12 auditoriums all in 4K crisp, clear digital projection. Six of the 12 auditoriums include Cinemark's immersive RealD 3D capability and all auditoriums are enhanced by digital surround sound systems.

Concrete was a major challenge for the project. Styrofoam was used to set the concrete which was left in. This was purposely done to help with climate control and soundproofing.

EDUCATION

Watkins Landmark has experience building public and private schools, preschools, and community learning centers. We take pride in knowing we have contributed to creating safe learning and teaching environments for both students and staff. Projects include San Diego Jewish Academy in Carmel Valley, Solana Beach Presbyterian Church Preschool, and St. Patrick's Catholic School in Carlsbad.

Project Experience

St. Patrick Catholic School was a full-scale school renovation consisting of a new state-of-the-art 17,000 square foot school building, modernization of existing 10,000 square feet of classrooms, and improvements to the entire playground and parking lots. New and pre-existing classrooms featured clean modern surfaces, warm finishes, and energy-efficient fixtures to welcome students and staff members.

Drought-tolerant landscaping highlighted the many upgrades to the site, and the new turf playground will serve students for years to come.

PROJECT DETAILS

Client
Catholic Diocese of San Diego

Construction Cost
\$7.6M

Architect
domussudio



FAITH-BASED

We believe faith-based organizations are integral pillars within the communities in which they serve. Whether it's a new ground-up structure or an improvement to an existing building, Watkins Landmark has experience with both. Projects include St. James Catholic Church in Solana Beach, Christ Presbyterian Church in Carlsbad, and Solana Beach Presbyterian Church.

Project Experience



PROJECT DETAILS

Client
Solana Beach Presbyterian

Construction Cost
\$7M

Architect
domusstudio

Project involved the demolition of three existing buildings; one ground-up, 2,500 square foot, single-story worship center, and one new two-story, 7,600 square foot children's ministry building.

The property area is a robust 210,000 square feet, nearly one-third of which is landscaping. There is 140,000 square feet of the paved area that includes a parking lot wrapping around the entire perimeter of the site, a large new courtyard area for outside functions, and several wooden decks on-grade. The new worship center is used for weddings and religious ceremonies, and the children's ministry has a number of classrooms, a large function area, and elevated decks.

SITE DEVELOPMENT

Watkins Landmark has provided key site development support for multiple exclusive master-planned communities. Projects have included Fairbanks Ranch which includes over 75 acres of park-like grounds and pristine amenities, The Heights at Camel Valley, and the Preserve at Del Mar.

Project Experience

The Preserve at Del Mar sits atop the coveted Del Mar Mesa area with spectacular 360° views well beyond the 50-acre open space that surrounds this dream subdivision. Thanks to its 440' elevation, the gated community is completely hidden from below, tucked into the hills of the Los Penasquitos Preserve.

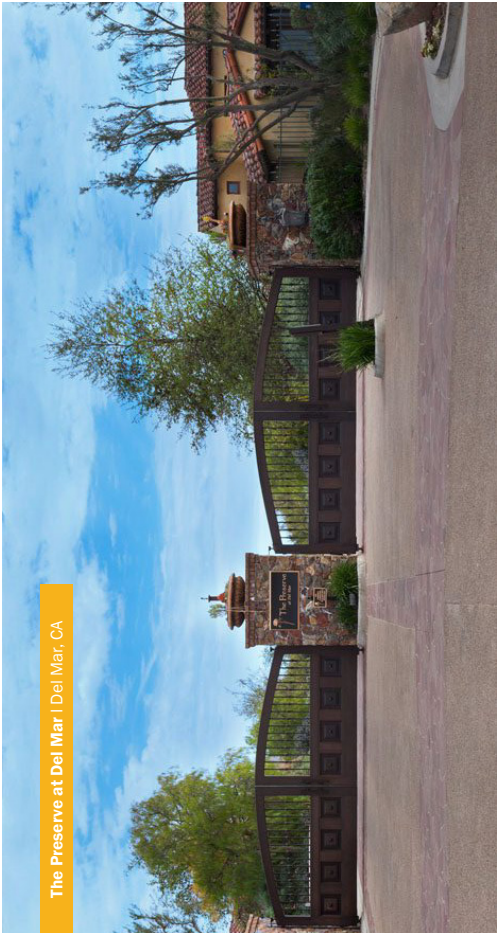
This was Watkins Landmark first substantial site development project, featuring 32 custom-home lots ranging in size from one-half to one-and-a-quarter acres. We provided all roadway and native landscaping as well as complete utilities to every lot. A mile plus of retaining walls helps to provide each home with the best views possible.

PROJECT DETAILS

Client
Dassons Development

Construction Cost
\$6M

Architect
San Diego Engineering



Client	Indian Wells Country Club	Project	IWCC - Main Gate Fix Structural Damage
Address	46000 Club Drive, Indian Wells, CA 92210	Address	46000 Club Drive, Indian Wells, CA 92210
Attn	Steve Matas	Buildings SF	0
Email	Smatas@drminternet.com	Site SF	0
Duration (Wk)	16	Wage Type	Private
Start Date	TBD	Bid Due Date	3/31/2022

IWCC - Main Gate Fix Structural Damage

DIV	Item Description				
1	General Conditions/General Requirements				\$ 236,695
	Project Management/Supervision - Construction Phase	1	LS	HRS/WK	\$ 84,160
	Sr. Project Manager	16	WKS	20	Included
	Project Engineer/Project Coordinator	16	WKS	16	
	Project Coordinator/Administrator	16	WKS	5	Included
	Superintendent	16	WKS	40	
	Safety Coordinator	16	WKS	2	
	Scheduler	16	WKS	2	
	General Requirements / Temporary Facilities	1	LS		\$ 22,915
	Photographs/Site Documentation	16	WKS		
	Temporary Toilets/Wash Stations	4	MO		
	Procure	1	LS		
	Site Office/Trailer	0	MO		Excluded
	Site Office Delivery/Setup/Haul Off	0	LS		Excluded
	Furniture	0	LS		Excluded
	Copy/Fax/Printer	1	LS		
	Computers	1	LS		
	Site Office Tele/Data Service	4	MO		
	Cell Phone Service	4	MO		
	Office Supplies	16	WKS		
	Drinking Water	16	WKS		
	Postage/Shipping/Delivery	1	LS		
	Reprographics	1	LS		
	Protection Materials & Equip	1	LS		
	Safety Materials & Equipment	16	WKS		
	Safety Inspections & Meetings	16	WKS		
	Temp Barricades & Railings	1	LS		
	Temporary Site Fencing	560	LF		
	Site Security				Excluded
	Site Signage	3	EA		
	Trucks	4	MO		
	Fuel	16	WKS		
	Misc. Materials & Tools	16	WKS		
	Rental Equipment	16	WKS		
	Other Requirements				
	Storage Containers				\$ 2,500
	Dumpster Service	4	EA		\$ 10,000
	Permits/Inspections				Excluded
	Business License				Excluded
	Temp Power	1	LS		\$ 2,000
	Temporary Power Set Up				
	Electrical Consumption				By Owner
	Spider Boxes/Power Distribution Cabling				
	Building Safety/Security Stringer Lighting				
	Temporary Water	1	LS		\$ 3,000
	Temporary Water Set Up				
	Temporary Water Meter				By Owner
	Ongoing Labor				
	Weekly Rough Cleaning/On Site Labor	1	LS	HRS/WKS	\$ 11,520
	Laborer 1	16	WKS	16	

	Final Clean	1	LS	\$ 2,500
	Finish Cleaning/Pressure Washing Windows			
	Special Conditions	1	LS	\$ 4,200
	Special Inspections (Soils/Material/Structural/Welding)			By Owner
	Underground Utility Location			
	Potholing			
	Trench Plates			
	Permits / Inspections			By Owner
	Engineering / Design			\$ 93,900
	Conceptual Design			
	Architectural Design			
	MEP Engineer			
	Structural Engineering			
	Civil Engineering (if required)			
	DBK Support Fees			
2	Site Construction			\$ 69,000
	Survey	1	LS	\$ 5,000
	Rough Grading			
	Wet Utilitites			
	Dry Utilitites			
	Site Work			
	Erosion Control	1	LS	\$ 12,500
	Gravel Bags & Inlet Protection			
	Stock Pile of BMP's			
	Street Sweeping			
	Maintenance			
	Demolition	1	LS	\$ 24,000
	Demo - Remove Existing Landscape			
	Selective Demo - Existing Building			
	Demo - Asphalt & Aggregate Base			
	Demo - Concrete Pavement			
	Haul Debris Off-Site to Legal Dum/Recycle Sites			
	Earthwork	1	LS	\$ 15,000
	Rough Grade			
	Fine Grade			
	Fences & Gates	1	LS	\$ 5,000
	Allowance			
	Landscaping Repair	1	LS	\$ 7,500
	Soil Prep & Fine Grading			
	Site Irrigation System			
	Site Planting			
	Root Barrier			
	Rock Mulch			
	Bark Mulch			
	Soil Amendments			
	6" Metal Edge			
	90-Days Maintenance			
	Planter Construction			
3	Concrete			\$ -
4	Masonry			Excluded
5	Misc/Ornamental Metals	1	LS	\$ 22,500
	Entry & Ramp Railing			
	Pipe Handrail & Supports			
	Gates at Building Access			
6	Woods/Plastics			\$ 155,500
	Rough Carpentry	1	LS	\$ 125,000
	Provide Dimensional/Engineered Lumber Framing			

Provide/Install Fire Blocking Where Required
Plywood Exterior Wall/Roof Sheating
Roof Mechanical Curbs

Finish Carpentry 1 LS \$ 3,500

Millwork 1 LS \$ 18,500

Upper Cabinets
Base Cabinets
Rough Tops

Solid Surface Countertops 1 LS \$ 8,500

7 Thermal & Moisture Protection \$ 84,400

Waterproofing 1 LS \$ 9,500

Below Grade Waterproofing
Waterproofing at site walls

Sound/Thermal Insulation 1 LS \$ 8,900

R-30 Insulation Batts at Roof
R-21 Insulation Batts at Exterior Walls
R-11 Insulation Batts at Interior Walls
Draftstops and Air Infiltration Sealants

Roofing 1 LS \$ 45,500

Firestone "Ultraply" TPO Roofing - 60 Mils Fully Adhered
1/4" Dens-Deck Coverboard
TPO at Parapet Coping
Flashing at Roof Penetrations
20-Year Warranty

Flashing & Sheet Metal 1 LS \$ 17,500

Doors/Windows/Storefronts Sill and Heads
Parapet Wall Coping
Roof Flashing
HVAC Curb Caps

Sealants & Caulking 1 LS \$ 3,000

8 Doors and Windows \$ 65,000

Doors/Frames/Hardware 1 LS \$ 15,000

Hollow Metal Doors & Frames
Wood Doors & Frames
Screens

9 Finishes \$ 207,900

Framing & Drywall 1 LS \$ 62,400

5/8" Gypsum Boards (Water Resistant Boards @ Wet Areas)
5/8" Drywall
Exterior Densglas Sheathing

Stucco / Plaster 1 LS \$ 68,750

Lath & Plaster at Exterior
Scaffolding
Stone Option?

Soffits - T&G Custom 3,500 SF \$14.00 \$ 49,000

Tile 1 LS \$ 5,500

Tile in Bathrooms

Flooring 1 LS \$ 8,000

LVT ..?
Carpet
Vinyl Base

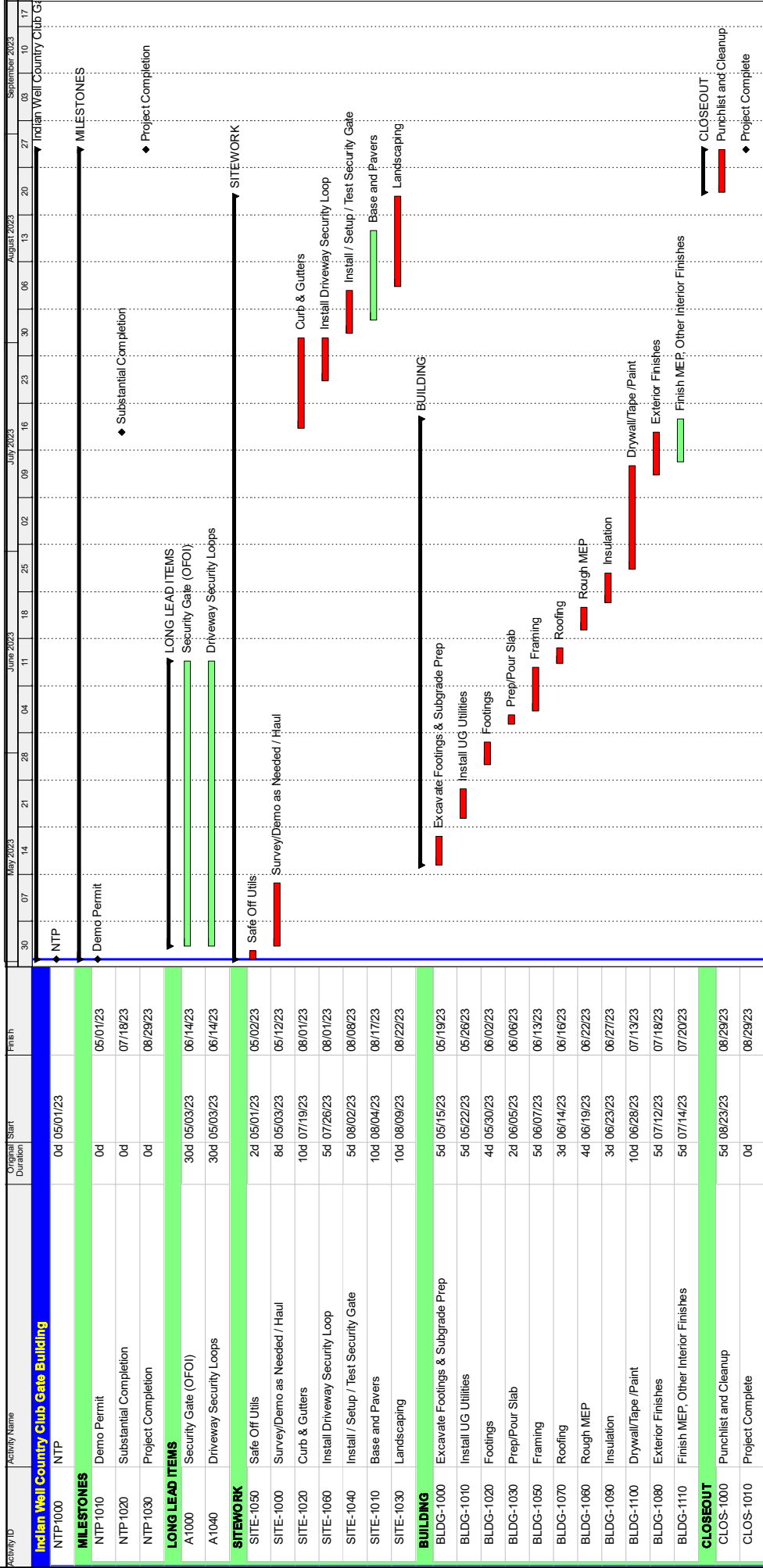
Painting 1 LS \$ 14,250

Paint Interior Walls & Ceilings
Paint Doors & Frames
Exterior - Paint Exposed Metal Flashing
Exterior - Doors & Frames
Exterior - Paint Railings

10	Specialties			\$	5,150
	Toilet Partitions & Accessories	1	LS	\$	2,500
	Building Signage - Allowance	1	LS	\$	1,800
	Complete Code Compliant Interior Building Signage Package				
	Fire Extinguishers & Cabinets	1	LS	\$	850
	Provide Surface Mounted Fire Extinguisher/Cabinet Per Code				
	Provide Code Approved Placards Where Required				
11	Equipment			\$	-
	Appliances				Excluded
12	Furnishings			\$	-
	Furnishings				Excluded
13	Special Construction			\$	-
	Fire Sprinklers (Design-Build)	1	LS		Excluded
	Fire Alarm (Design-Build)	1	LS		Excluded
	Fire Alarm Control Panel				
	Smoke Detectors				
	Provide Manual Pull Stations Where Required				
	1-Year Warranty				
15	Mechanical			\$	30,000
	Plumbing	1	LS	\$	17,500
	Water Distribution				
	Waste & Vent Piping				
	Water Closets				
	Restroom Lavatory & Faucet				
	Breakroom Sink & Faucet w/ Garbage Disposal				
	Floor Drains				
	Roof Drains				
	Hot Water Pipe Insulation				
	Floor, Wall & Grade Cleanouts				
	Provide HVAC Condensate Piping				
	Trenching, Backfill & Compaction				
	Heating/Ventilating/Air Conditioning	1	LS	\$	12,500
	Condensing Units over Vibration Isolation Pads				
	Programmable Thermostats				
	Refrigerant Lines w/ Insulation				
	Air Distribution Grilles				
	Flexible Ducting w/ Insulation				
	Unit Bath Exhaust Fans				
16	Electrical			\$	84,300
	Electrical	1	LS	\$	76,800
	Provide Panels HP/LP/Units				
	Power Distribution				
	Lighting Control & Fixtures (Allowance)				
	HVAC & Plumbing Power Supply				
	Site - Trenching, Backfill & Compactation				
	Title 24 Acceptance Testing				
	Low Voltage	1	LS	\$	7,500
	Provide Media Enclosure Panels				
	Provide Data Distribution From MDF/IDF to Units				
	Set Up IDF & MDF Rooms with Punch Down/Patch Panel/holding Structure				
	Subtotal			\$	949,195
	Contingency			5.00%	\$ 47,460
	Liability Insurance			1.25%	\$ 11,865
	Contractors Fee			5.00%	\$ 47,460
	Project Total			\$	1,055,979

Alternates/Add					
ALT - 1	Trellis Roof Structure	5,740	SF	\$34.50	\$ 198,030
ALT - 2	Site Improvements:	1	ALLOW		\$ 850,000
	Demo existing landscaping, improvements and paving				
	Curb and sidewalk - New and rework				
	Pavers - Replacement				
	New site walls & stone facing				
	Water feature				
	New planters				
	Flagpole base				
	New Monument sign				
	New Landscaping, Planting and Irrigation				

Indian Well Country Club Gate Building



PROPOSED CONSTRUCTION SCHEDULE

REFERENCES

OWNERS

Hotel Del Coronado

1500 Orange Ave.
Coronado, CA 92118
Contact: Michael Haslett
Email: mhaslett@brehotels.com
Tel: (619) 708-2308

Oliphant Enterprises, LTD.

77-900 Avenue of the States
Palm Desert, CA 92211
Contact: Dick Oliphant
Email: dick@oliphantenterprises.com
Tel: (760) 345-2626

YK America

9680 Flair Drive
El Monte, CA 91731
Contact: Justin Huang
Email: JustinH@ykamerica.com
Tel: (626) 444-6668

Sudberry Properties

5465 Morehouse Drive, Suite 260
San Diego, CA 92121
Contact: Estean Lenyon
Email: estean@sudprop.com
Tel: (858) 967-6694

ARCHITECTS & ENGINEERS

Studio E, Architects

2258 First Avenue
San Diego, CA 92101
Contact: Michelle Kessler
Email: mkessler@studioearchitects.com
Tel: (619) 235-9262 x1110

Keisker & Wiggle Architects

26961 Camina de Estrella, Suite 200
Capistrano Beach, CA 92624
Contact: Gary Wiggle
Email: gary@kw-architects.com
Tel: (949) 388-1250

Lahaina Architects

3268 Governor Drive #141
San Diego, CA 92122
Contact: Phillip R. Cudaback
Email: pcudaback@lahaina-architects.com
Tel: (858) 357-5509

ICON Architects

4000 Garden View Drive, Ste. 101
Grand Forks, ND 58201
Contact: Matti Roinila
Email: mattir@iconarchitects.com
Tel: (402) 332-9684

SUBCONTRACTORS

Berg Electric Corp.

650 Opper Street
Escondido, CA 92029
Contact: Ron Wood
Email: rwood@bergelectric.com
Tel: (760) 746-1003

Great Western Drywall

8305 Miralani Drive
San Diego, CA 92126
Contact: Jon Millum
Email: JMillum@GreatWD.com
Tel: (858) 530-1690

Canin Coatings

2911 Adams Avenue, Suite 15
San Diego, CA 92116
Contact: David Canin
Email: david@canincoatings.com
Tel: (619) 955-2865

RL Mays Construction

9682 Via Excelencia Ste. 103
San Diego, CA 92126
Contact: Rick Mays
Email: rick@rlmaysconstruction.com
Tel: (858) 530-1690



5441 Avenidas Encinas, Suite A, Carlsbad, CA 92008 | (858) 259-1340
WATKINSLANDMARK.COM | LIC #853288



ATTACHMENTS

RFP SUBMITTAL CHECKLIST

1. Submittal Checklist
2. Vendor Information Form
3. Non-Collusion Affidavit
4. Proposal
5. Acknowledge Insurance Requirements

Bidder acknowledges the review of, and agreement to comply with the FAMD/ City of Indian Wells insurance requirements.


Authorized Signature

6. Acknowledge Workers' Compensation Insurance Requirements

Bidder acknowledges the review of, and agreement to comply with the statutory Workers' Compensation insurance requirements.


Authorized Signature

7. Acknowledge City Business License Requirement

Bidder agrees to comply with the City of Indian Wells business license requirement.


Authorized Signature

VENDOR INFORMATION FORM

Legal Contractual Name: Associa On Call California INC dba Associa On Call

Mailing Address: 42635 Melanie Way Ste. 103

Contact Person & Title: Marc Lippert Vice President Maintenance Operations

E-mail Address: marc.lippert@drmineternet.com

Phone: 760-346-1161

Your Firm is: (check one)

☒ Corporation

☐ Limited Liability Partnership

☐ Partnership

☐ Sole Proprietorship

☐ Individual

☐ Joint Venture

If corporation, incorporated under laws of the State of: _____

Names of Individuals with Authorization to sign contracts (Corporations and Partnership require at least two signatures):

Jamie Luke

Matthew Hohl

Federal Tax Identification Number: 45-4818160

City of Indian Wells Business License Number: VL-000343-2022

(Indian Wells business license will be required of the successful Proposer)

NON-COLLUSION AFFIDAVIT

(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

To the FAMD and CITY OF INDIAN WELLS

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the PROPOSER declares that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the PROPOSER has not directly or indirectly induced or solicited any other PROPOSER to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived or agreed with any PROPOSER or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that the PROPOSER has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the PROPOSER or any PROPOSER, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other PROPOSER, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and, further, that the PROPOSER has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, of the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Company Name: Associa On Call California

Signature: 

Date: 3/30/23

Print Name: Marc Lippert

The above Non-collusion Affidavit is part of this Proposal. PROPOSERS are cautioned that making a false affidavit may subject the certifier to criminal prosecution.

March 31, 2023

982694

Fire Access Maintenance Division #1 (FAMD)
c/o City of Indian Wells - Public Works

ATTN: Scott Matas

Proposal For: Indian Wells Manitou Guard House Remodel

Original Work Requested:

Indian Wells Manitou Guard House Remodel

Solution Proposed:

Existing Guard House Repairs:

Repair structural items listed in engineers' report. Remove and replace all needed framing member and roof shearing.

Inspect roof and repair all needed areas.

Add flashing at roof to wall transition throughout (water intrusion area).

Remove ceiling soffits at entrance and exit sides of pass through.

Reframe pass-through ceiling to clear 13-feet.

Stucco new lid to match existing.

\$102,500

Existing Building - Stucco and Paint

Repair stucco throughout

Paint full exterior - same color

\$44,500

New Addition

Provide all needed designs, plans and permits.

Building to be ADA compliant.

Add office, kitchenette/coffee break room area, storage area, and audio visual/electric closet.

Run needed conduit and make building ready for solar panels.

Provide and install a new back up battery system.

Remove 10-feet of existing landscaped median to provide a "turnaround", repair curb and asphalt as necessary.

Design and build an elevated walking path for safety path for safety and vehicle speed control.

\$747,500

NOTE: AOC can coordinate the rental of a temporary guard house for this project which will be necessary to house the guards during construction. A separate proposal will be created. AMS will also have costs associated with temporarily relocating the security equipment during construction.

Initial: _____ / _____

**Total Labor Cost**

Total Sub Contracted Trade Cost

\$ 894,500.00

Total Material Cost

\$

[illegible]

42-635 Melanie Place Suite 102, Palm Desert, CA 92211 - p 760.610.7761 f

www.associaoncall.com - DRM@associaoncall.com

Initial: _____/_____

Terms & Conditions (Continued)

10. **MODIFICATION AND PAYMENT FOR MODIFICATION:** The Client and Contractor must agree in writing to any modification or addition to the work covered by this contract. The Contractor shall do no extra work without the written authorization of the Client. Any written agreement shall list the agreed price and any changes in terms, and be signed by both parties. Any Change Orders for changes or extra work shall be incorporated in, and become part of this contract. Contractor shall be compensated in an amount to be determined before the extra work is performed and such amount, including Contractor's usual fee for overhead and profit shall be made as the extra work progresses, concurrently with payments made under payments schedule.
11. **NO FAULT DAMAGE—FIRE AND ACTS OF GOD:** If the project or any part thereof is destroyed by fire, theft, vandalism, accident or act of God, or in any other way damage through no fault of the Contractor, any work done or materials furnished by contractor in restoring or rebuilding the project shall be paid for by Client, as an "extra" if Client elects to rebuild. If Client elects not to rebuild, Contractor shall be paid for all work done and materials prepared, ordered, and in place prior to the event causing the damage. This payment will include a reasonable profit and overhead. Client must elect to rebuild or not within (30) days of damage or destruction of the project. If Client fails to make such election, Contractor may terminate this agreement, and shall be paid in the same manner as if the Client elected not to rebuild.
12. **ENFORCEMENT:** In the event of the parties hereto becoming involved in litigation arising out of this Agreement or the performance or breach thereof the court in such litigation, or in separate suit, shall award reasonable costs, expenses and attorney's fees to the prevailing party. The court shall not be bound by any court fee schedule and may, in the interest of justice, award the full amount of costs, expenses and attorney's fees incurred in good faith
13. **GUARANTEE OF WORKMANSHIP:** Work performed under this contract shall be completed in a workmanlike manner. Approval by building inspectors shall be deemed to constitute a determination that work was completed in a workmanlike manner and shall be binding on the undersigned. There are no warranties either expressed or implied except those specifically set forth in this contract, and there are absolutely no guarantees: (1) not to exceed ninety (90) days unless otherwise specifically state d; (2) on installed ore repaired hardscape against cracking, settling, raising, or discoloration, nor is mastic guaranteed from pulling away as a result of raising or settling.
- a. **BROOM CLEAN CONDITION:** On completion of the project, Contractor shall remove all debris and surplus materials of his own making from the site of the project and leave such site in "broom clean" condition.
- b. **MATCHING COLOR AND TEXTURE:** Where texture and colors are to be matched, Contractor shall make every reasonable effort to do so using standard texture colored material, but does not guarantee a perfect match.
14. **WARRANTY:** Guarantees and warranties are effective only if Client has complied with all the terms and conditions, payments and other provision of this contract.
15. **WARRANTY LIMITS:** The liability of the contractor for defective materials or installations is hereby limited to the replacement or correction of such defect and/or installation. No other claims or demands what-so-ever shall be made upon or allowed against the Contractor. This limited warranty extends only to the Client and is not transferable. There is neither implied warranty of merchant ability nor implied warranty of fitness for any particular purpose. There are no warranties, either expressed or implied, which extend beyond the description contained in this paragraph. This warranty shall terminate one year from the date of final inspection or the date of completion, whichever is sooner.
16. **CLIENT RESPONSIBILITIES:**
- a. **PROPERTY LINES, EASEMENTS, AND ACCESSIBILITY:** Client shall be responsible for the location of property lines, easements an providing access for Contractor. Any work stoppage and/or change or work because of property line disputes or accessibility shall be treated as additional work and so charged.
- b. **UNDERGROUND UTILITIES:** Client shall be responsible for location and depth of underground utility lines and/or systems.
- c. In Compliance with Federal and State law, Client agrees to make drinking water and toilet facilities available to all workmen or compensate Contractor cost of rented units. Client agrees to provide electricity and water at job site as may be required by Contractor to work herein.
- d. Client or Client's agent shall be responsible to coordinate the respective trades to ensure efficient and economical accomplishment of the work.

42-635 Melanie Place Suite 102, Palm Desert, CA 92211 - p 760.610.7761 f

www.associaoncall.com - DRM@associaoncall.com

Initial: _____ / _____

**City of Indian Wells**

44-950 Eldorado Dr
Indian Wells, CA 92210
(760)346-2489

BUSINESS LICENSE CERTIFICATE

NON-TRANSFERABLE

Business Name: ASSOCIA ON CALL**Business Category:** 034-General Contractor**Business Location:** 42635 MELANIE PLACE 102

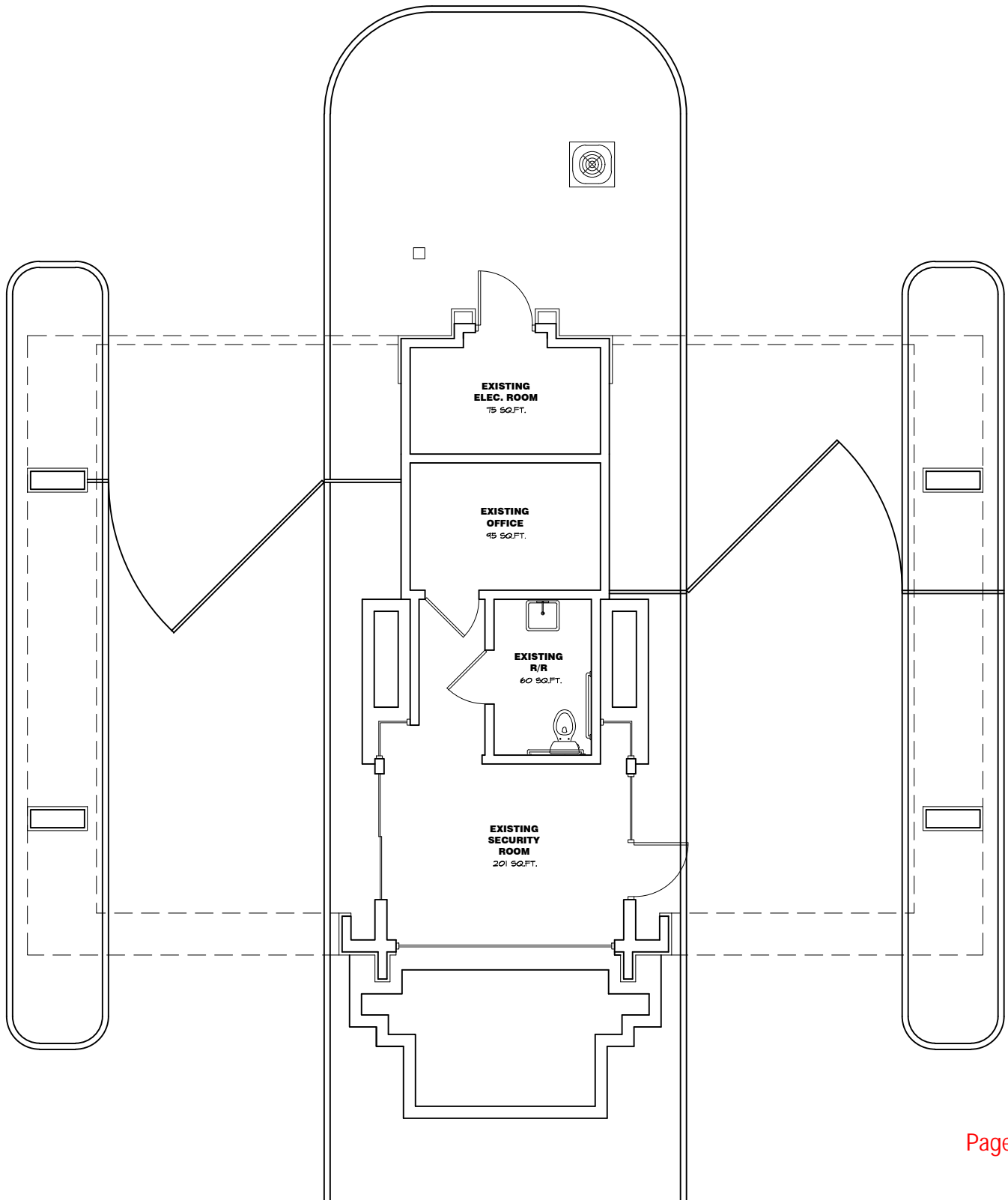
ASSOCIA ON CALL
42635 MELANIE PLACE 102
PALM DESERT, CA 92211

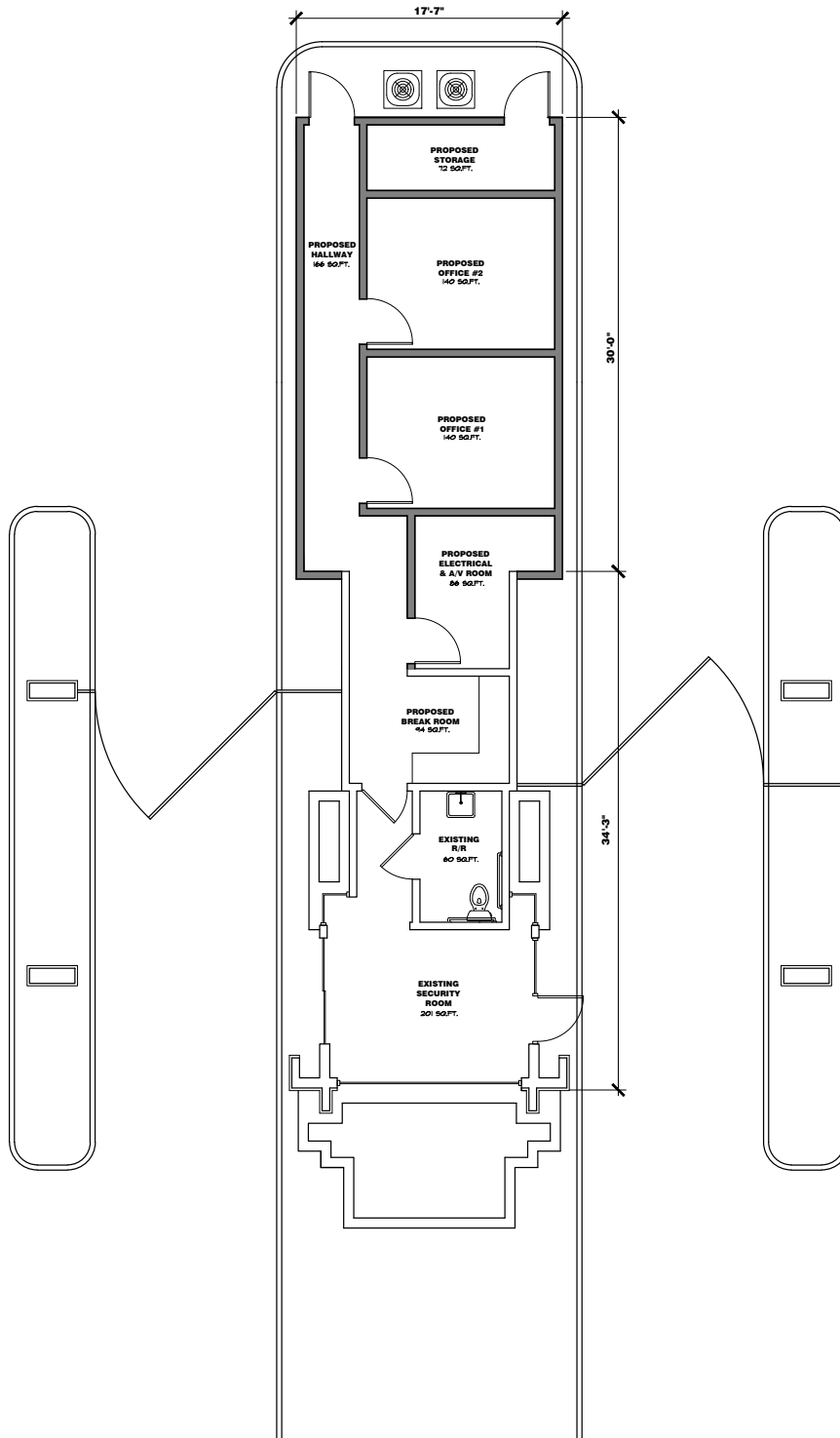
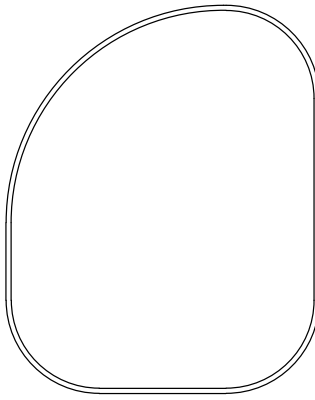
License Number: VL-000343-2022**Issued Date:** December 14, 2022**Expiration Date:** December 31, 2023

City Manager or Designee

The person, firm or corporation named above is granted this certificate pursuant to the provisions of the City Business Tax Ordinance. 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 City Zoning Regulations. This certificate is issued without verification that the taxpayer is subject to or exempt from licensing by the State of California.

TO BE POSTED IN A CONSPICUOUS PLACE





FAMD

Staff Report – Public Works

May 11, 2023

Fiscal Year 2023/2024, 2024/2025 Budget

RECOMMENDED ACTIONS:

Board APPROVES the recommended budget for 2023-2025; and

AUTHORIZES and DIRECTS City Staff to process contracts and conduct operational business in accordance with the approved budget.

DISCUSSION:

The City Council evaluates and approves an Operating and a Capital Improvement Budget bi-annually. The process begins with Staff evaluating projected and actual revenues and expenditures and the figures are presented to the Budget Sub-Committee for examination. When the Sub-Committee's questions have been satisfied, a recommendation to the full Council is presented for approval.

A version of this process was conducted in the evaluation of the Fire Access Maintenance District (FAMD) Budget. Staff performed a thorough analysis of all revenues and expenditures, and from this information, established a proposed budget for Operations and Capital Improvements under the FAMD jurisdiction. For the Fiscal Years 2023/2024 and 2024/2025, based on projected revenues, Staff is recommending FAMD approve an operating budget of \$1,513,350 and \$1,565,814 respectively. Staff further recommends the FAMD Board approve a Capital Improvement budget of \$1,000,000. Understanding that additional Capital Improvement projects may be needed, Staff recommends the FAMD Board requests a consultation with the Finance Director to discuss possible increases to the levee to account for the additional expenses.

FISCAL IMPACT:

Adoption of the budget as recommended by Staff. Any changes during the City Council approval process will be reported back to the FAMD Board.

ATTACHMENTS: None

STAFF REPORT

DATE: May 11, 2023

TO: Honorable FAMD Board Members

FROM: FAMD District Manager

SUBJECT: Upgrade to multiple cameras, recording device and addition monitors

SUMMARY:

The district manager has requested a walk through by AMS (contractor for security camera system) to locate cameras that would warrant an upgrade at each guardhouse, provide a better recording device and to add to large monitor to each guardhouse front station. Due to the cost of the upgrades and the policy of the FAMD the district manager will need to obtain 2 more proposals.

FISCAL IMPACT:

Unknown

RECOMMENDATIONS

Continue this item until the June meeting.

PROPOSAL

Manitou Gate Camera System

Indian Wells CC FAMD

46000 Club Drive
Indian Wells, CA 92210
760-346-1161

Email Address: Smatas@drminternet.com

Revision: 0

Modified: 4/13/2023

Project Number: AMS C-0002165



Presented By: **Paul Talley**

AMS Connect

74794 42nd Ave, Suite 1
Palm Desert, CA 92260 United States
760-341-3593
<http://www.amsconnectme.com/>



<http://www.amsconnectme.com/>

Manitou Gate Camera System

- Existing standard definition cameras will be removed and replaced with new IP streaming high resolution cameras (12 total). New wire will be pulled to each camera position.
- A new equipment rack will be installed in the back office area to house the NVR video server.
- Battery backup will be installed in the rack to power the camera system when line power fails.
- A New 43" monitor and computer will be installed above the window for camera viewing.
- The Camera system will work independently and also be able to monitor each other and off site.

Surveillance



2 Digital Watchdog DWC-MT95WIATW \$1,232.00
5MP Varifocal Turret Camera



200 AMS W-DB-CAT6-BLK \$92.00
Direct Burial CAT6 Wire - Black



1 LG Commercial 43UR640S9UD \$771.48
43" 4K UHD Commercial Signage Display



1 Lenovo P360 i7 w/T400 \$2,322.98
ThinkStation P360 - Tiny - Core i7 12700T 1.4 GHz - 16 GB - Win11



1 Strong SM-CM-T-L \$427.75
Ceiling Mount - 37-70 Inch Displays

Surveillance Total

\$4,846.21

Manitou Gate: Guard Area Total

\$4,846.21

* Price Includes Accessories

Manitou Gate: Entry Lane Inside

Surveillance



2 Digital Watchdog DWC-MB45IALPRTW **\$2,347.96**
License Plate Recognition IR Bullet IP Camera, 6-50mm Varifocal Lens, White



200 AMS W-DB-CAT6-BLK \$92.00
Direct Burial CAT6 Wire - Black



2 Digital Watchdog DWC-BLJUNC-W \$61.30
Junction box for Ultra Wide bullet cameras- White



1 Digital Watchdog DWC-MT95WIATW **\$616.00**
5MP Varifocal Turret Camera



100 AMS W-DB-CAT6-BLK \$46.00
Direct Burial CAT6 Wire - Black

Surveillance Total

\$3,163.26

Manitou Gate: Entry Lane Inside Total

\$3,163.26

Manitou Gate: Entry Lane Outside

Surveillance



2 Digital Watchdog DWC-MB45IALPRTW **\$2,347.96**
License Plate Recognition IR Bullet IP Camera, 6-50mm Varifocal Lens, White



200 AMS W-DB-CAT6-BLK \$92.00
Direct Burial CAT6 Wire - Black



2 Digital Watchdog DWC-BLJUNC-W \$61.30
Junction box for Ultra Wide bullet cameras- White

Surveillance Total

\$2,501.26

Manitou Gate: Entry Lane Outside Total

\$2,501.26

* Price Includes Accessories

Manitou Gate Camera System

Project No : AMS C-0002165

Rev. 0

4/13/2023

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Manitou Gate: Exit Lane Inside

Surveillance



2 Digital Watchdog DWC-MB45IALPRTW **\$2,347.96**
License Plate Recognition IR Bullet IP Camera, 6-50mm Varifocal Lens, White



200 AMS W-DB-CAT6-BLK \$92.00
Direct Burial CAT6 Wire - Black



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5MP Varifocal Turret Camera



100 AMS W-DB-CAT6-BLK \$46.00
Direct Burial CAT6 Wire - Black

Surveillance Total

\$3,163.26

Manitou Gate: Exit Lane Inside Total

\$3,163.26

Manitou Gate: Exit Lane Outside

Surveillance



2 Digital Watchdog DWC-MB45IALPRTW **\$2,347.96**
License Plate Recognition IR Bullet IP Camera, 6-50mm Varifocal Lens, White



200 AMS W-DB-CAT6-BLK \$92.00
Direct Burial CAT6 Wire - Black



2 Digital Watchdog DWC-BLJUNC-W \$61.30
Junction box for Ultra Wide bullet cameras- White

Surveillance Total

\$2,501.26

Manitou Gate: Exit Lane Outside Total

\$2,501.26

* Price Includes Accessories

Manitou Gate Camera System

Project No : AMS C-0002165

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Manitou Gate: Equipment Room

Surveillance



- | | | |
|----------|---|-------------------|
| 1 | Digital Watchdog DW-BJCX16T-LX
Blackjack CX 16-channel PoE NVR with 8 virtual channels, 16TB internal storage | \$5,125.32 |
|----------|---|-------------------|



- | | | |
|----------|--|-----------------|
| 1 | Tripp-Lite SRW12USG
SmartRack 12U Wall Mount Rack Enclosure Cabinet with Plexiglas Front Door Insert | \$703.80 |
|----------|--|-----------------|



- | | | |
|---|--|----------|
| 1 | Tripp-Lite N252-024
24-Port Cat6 Patch Panel 568B | \$105.23 |
|---|--|----------|



- | | | |
|---|--|----------|
| 1 | WattBox WB-11-LIGHT
Rack Mount Lighted Power Surge Protector - 11 Outlets | \$225.08 |
|---|--|----------|



- | | | |
|----------|---|-----------------|
| 1 | WattBox WB-UPS-1100-8
WattBox® Uninterruptible Power Supply - 8 Outlets 1100 VA | \$745.27 |
|----------|---|-----------------|

Surveillance Total	\$6,904.70
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Manitou Gate: Equipment Room Total	\$6,904.70
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Misc Items

Misc Fees & Charges

- | | | |
|----------|--|-----------------|
| 1 | AMS Misc. Parts and Supplies
Misc Parts and Supplies | \$923.20 |
|----------|--|-----------------|

- | | | |
|----------|----------------------------------|-----------------|
| 1 | AMS Shipping and Handling | \$692.40 |
|----------|----------------------------------|-----------------|

Misc Fees & Charges Total	\$1,615.60
--------------------------------------	-------------------

Misc Items Total	\$1,615.60
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Project Subtotal:	\$24,695.55
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* Price Includes Accessories

Manitou Gate Camera System

Project No : AMS C-0002165

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PROJECT SUMMARY

Equipment:	\$26,702.60
Discount:	(\$2,007.05)
Labor:	\$19,953.12
Sales Tax:	\$1,913.91

Grand Total:	\$46,562.58
---------------------	--------------------

Payment Schedule

	Amount	Due Date
Upon Acceptance	\$23,281.29	
Upon Start	\$18,625.03	
Upon Completion	\$4,656.26	

**** If a customer has existing systems, equipment and/or programming that AMS Connect didn't install, these will not be covered under our AMS Connect warranty and/or covered under this proposal. Any such work needed would be billed as Time and Materials Fees.**

Client: Scott Matas

Date

Contractor: AMS Connect
944895 ACO 6917

Date

CONTRACT

Manitou Gate Camera System

Indian Wells CC FAMD

46000 Club Drive
Indian Wells, CA 92210
760-346-1161

Presented By:

AMS Connect

74794 42nd Ave, Suite 1
Palm Desert, CA 92260 United States
760-341-3593
<http://www.amsconnectme.com/>

Revision: 0
Modified: 4/13/2023



- A.** The general project description and work to be performed is contained in the attached documents and related documents and incorporated herein and referred to as the "Proposal".
- B.** The specific work to be performed by Contractor is outlined in the Proposal.
- C.** The total amount to be paid by the owner to Contractor for the work (subject to additions and deductions by written change order) shall not exceed the total specified in the Proposal.
- D.** Progress payments will be made according to the payment schedule identified in the Proposal and Section E below. Equipment will not be ordered until the equipment deposit has been received. These times are subject to the timing of the construction and the lead times required for the ordered equipment to be delivered.
- E.** Payment is due immediately after invoicing. Unpaid balance beyond 15 days after invoicing of completed tasks as outlined in item D shall bear interest payable to Contractor at a rate of 1.5% per month simple interest.
- F.** This Proposal expires 30 days following the date stated on the top of this agreement. No work will be scheduled without a deposit plus a signed copy of this agreement.
- G.** All drawings and documentation are contingent on retainer. Since preparing a proposal requires system design & engineering by a professional Systems Integrator, only one version of the proposal will be prepared without a retainer. If a second version is requested or if project is for design & documentation only, a Design Retainer may be required. The retainer covers design & engineering time and is non-refundable. A quote for the Design Retainer will be submitted for approval before the work begins.
- H.** Contractor reserves the right to replace proposed models in the case of obsolescence, discontinuation or unavailability with a comparable model of equal or greater value upon customer approval. Contractor will not be held responsible or liable in any way for any said product's obsolescence, discontinuation or unavailability.

Manitou Gate Camera System

Project No : AMS C-0002165

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4/13/2023

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Payment Schedule

	Amount	Due Date
Upon Acceptance	\$23,281.29	
Upon Start	\$18,625.03	
Upon Completion	\$4,656.26	

1. Contract Documents and Details

The contract documents consist of this agreement, including all terms, conditions, scope of work, general provisions, special provisions, specifications, drawings, addenda, change orders, written interpretations, and written orders for minor changes in work. Work not covered by contract documents will not be required unless it is required by reasonable inference as being necessary to produce the intended result. The costs associated with any related work or materials, including, but not limited to electrical, drywall, painting, cabinets are not included unless specifically documented in the Proposal. Contractor is not responsible for any underground trenching or laying or supplying of conduit for outside wiring.

2. Time

With respect to schedule completion of the tasks in section D, time is of the essence. If Contractor is delayed at any time in the progress of the work by owner change orders, fire, labor disputes, acts of God or other causes beyond Contractor's control, the completion schedule for the work or affected parts of the work shall be extended by the same amount of the time caused by the delay.

3. Payments and Completion

The Payment Schedule is a guideline and approximation. Since contractor will, if possible, open, test and burn-in equipment before delivery, all components must be paid for before delivery to job site. Payments may not be withheld under any circumstances. Final payment shall be due immediately following completion of the project. Contractor will hold owner harmless with respect to claims of subcontractors and suppliers.

4. Insurance

Contractor shall purchase and maintain such insurance necessary to protect from claims under workers compensation and from any damage to the owners property resulting from the conduct of this contract.

5. Changes in the Contract

The owner may order changes, additions, or modifications without invalidating the contract. Such changes must be in writing and signed by the owner. The contractor shall provide the owner in writing the amount of additional costs or cost reductions resulting from changes ordered within 15 working days unless this requirement is waived in writing by the owner. Change Orders shall be paid in full upon acceptance of change and shall not alter the contract's payment schedule. In case of product unavailability or discontinuation, contractor reserves the right to substitute equipment of equal or better quality with clients approval. Contractor will be held blameless in case of product unavailability or discontinuation.

6. Warranty and Exclusions

AMS warrants to the original customer purchaser and not for the benefit of anyone else that the work performed by AMS at the time of sale and installation is free of defects in workmanship for a period of one year from the date of acceptance.

AMS further warrants for the warranty time period supplied by the original equipment manufacturer that these products sold and installed by AMS are free of defects in materials and workmanship under normal and proper use.

AMS' only obligation is to correct such defects by repair or replacement, at its option, if with in such one-year period AMS is notified in writing with a description of the problem. This warranty is void if this product or installation is modified without the express written permission of AMS, used in an improper environment, overloaded, misused, opened, abused or altered in any manner, or is not used under normal operating conditions or not in accordance with any labels, instructions or original equipment manufacturer's warranty policies. There is no other or implied warranties of any kind, including merchantability and fitness for a particular purpose, but if any implied warranty is required by the applicable jurisdiction, the duration of any such implied warranty, including merchantability and fitness for a particular purpose, is limited to one year. AMS, is not liable for incidental, indirect, special or consequential damages, including without limitation, damage to or loss of use of any equipment, lost sales or profits or delay of failure to perform this warranty obligation. The remedies provided herein are the exclusive remedies under this warranty, whether based on contract, tort or otherwise.

All software code shall remain the property of AMS. The customer receives permission to use the software only at the location at which AMS installed the software. The customer may not modify, transfer, donate or sell ownership of any installed software without the express written permission of AMS.

CAUTION: AMS' products are neither designed nor intended for medical, medical related, life sustaining, life support or other critical applications in which product failure could lead to personal injury or death. Use of these products as a component of devices and/or

systems having these applications is neither warranted nor authorized.

No Other Representations or Warranties; Non-Reliance. Except for the express representations and warranties contained in this agreement, (a) neither party to this agreement, nor any other person on such party's behalf, has made or makes any express or implied representation or warranty, either oral or written, whether arising by law, course of dealing, course of performance, usage, trade or otherwise, all of which are expressly disclaimed, and (b) each party acknowledges that it has not relied upon any representation or warranty made by the other party, or any other person on such party's behalf, except as specifically provided in this agreement, and (c) all prior discussions, negotiations and agreements, whether written or oral have been, and are, merged and integrated into, and are superseded by, this agreement.

Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California applicable to contracts entered into and fully to be performed therein.

7. SERVICE CALLS

Upon notification of a potential warranty issue, AMS, will inspect and determine what corrective action is necessary within approximately five business days. In the event that the problem is determined not to be covered by the warranty, then the customer will be charged for the service call. All service calls (including warranty work) shall be during normal office hours (8:30am to 4:00pm Monday thru Friday)

8. LIMITATION OF LIABILITY.

YOU ACKNOWLEDGE AND AGREE THAT NEITHER AMS NOR ITS AFFILIATES, NOR ANY OF ITS OR THEIR AGENTS, REPRESENTATIVES, SUPPLIERS, SERVICE PROVIDERS, CONTRACTORS OR SUBCONTRACTORS IS AN INSURER OF OR AGAINST ANY POTENTIAL OR ACTUAL LOSS OR DAMAGE, TO PERSON OR PROPERTY THAT MAY OCCUR IN, ON OR AT THE PREMISES, INCLUDING BUT NOT LIMITED TO WHETHER AS A RESULT OF BURGLARY, THEFT, FIRE, SMOKE, CARBON MONOXIDE POISONING, PHYSICAL HARM TO ANY PERSON, ENTRY IN OR ONTO THE PREMISES, THE CONDUCT OF ANY PERSONS IN OR ON THE PREMISES, OR OTHERWISE. YOU ACKNOWLEDGE THAT THE PAYMENTS YOU MAKE UNDER THIS AGREEMENT ARE NOT RELATED TO THE VALUE OF THE PREMISES, YOUR POSSESSIONS, OR THE PERSONS OCCUPYING OR AT ANY TIME PRESENT IN OR ON THE PREMISES, BUT RATHER ARE BASED ON THE COST OF THE SYSTEM AND THE SERVICES, AND TAKE INTO CONSIDERATION THE PROTECTIONS AFFORDED TO AMS UNDER THIS AGREEMENT. AMS EXPRESSLY DENIES AND DISCLAIMS ALL LIABILITY FOR ANY LOSS OR DAMAGE WHICH MAY OCCUR PRIOR TO, AT OR AFTER SIGNING THIS AGREEMENT. THIS INCLUDES LIABILITY BASED ON CONTRACT, TORT, NEGLIGENCE, ANY DEGREE, WARRANTY (INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) AND ALL OTHER THEORIES OF LIABILITY.

IF AMS OR ANY OF ITS AFFILIATES, OR ANY OF ITS OR THEIR AGENTS, MANAGERS, EMPLOYEES, SHAREHOLDERS, OFFICERS, DIRECTORS, REPRESENTATIVES, SUPPLIERS, SERVICE PROVIDERS, CONTRACTORS OR SUBCONTRACTORS ARE FOUND LIABLE FOR ANY LOSS OR DAMAGE DUE TO ITS OR THEIR NEGLIGENCE OR THE FAILURE TO PERFORM ITS OR THEIR OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING INSTALLING, MONITORING, REPAIRING OR TAKING OVER THE SYSTEM, IN ANY RESPECT AT ALL, THE MAXIMUM LIABILITY (INCLUDING JOINT AND SEVERAL LIABILITY) WILL BE \$5,000.00. YOU AGREE THIS IS YOUR SOLE AND EXCLUSIVE REMEDY.

THIS LIMITATION OF LIABILITY SPECIFICALLY COVERS LIABILITY FOR: LOST PROFITS; LOST OR DAMAGED PROPERTY; LOSS OF USE OF PROPERTY OR THE PREMISES; GOVERNMENTAL FINES AND CHARGES; AND THE CLAIMS OF THIRD PARTIES. ALSO COVERED BY THIS LIMITATION OF LIABILITY ARE THE FOLLOWING TYPES OF DAMAGES: DIRECT, INDIRECT, SPECIAL, INCIDENTAL, COMPENSATORY, CONSEQUENTIAL (DAMAGES THAT RESULT FROM AN ACT, BUT DO NOT DIRECTLY RELATE TO THE ACT) AND PUNITIVE (DAMAGES USED TO MAKE AN EXAMPLE OF SOMEONE).

THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION APPLY TO ANY ACTS, OMISSIONS, AND NEGLIGENCE OF AMS, ITS AFFILIATES, (AND THEIR RESPECTIVE OFFICERS, EMPLOYEES, DIRECTORS, AGENTS, SUPPLIERS, SERVICE PROVIDERS, CONTRACTORS SUBCONTRACTORS OR REPRESENTATIVES), WHICH, BUT FOR THIS SECTION, MAY GIVE RISE TO A CAUSE OF ACTION IN CONTRACT, TORT OR UNDER ANY OTHER LEGAL THEORY.

9. INSURANCE.

You are responsible for obtaining all insurance coverage that you believe is necessary to protect your residence, business, belongings and persons in or on your premises, including coverage for personal injury and property damage.

THE PAYMENTS YOU MAKE UNDER THIS AGREEMENT ARE NOT RELATED TO THE VALUE OF THE PREMISES, YOUR POSSESSIONS, OR THE PERSONS OCCUPYING OR AT ANY TIME PRESENT IN OR ON THE PREMISES, BUT RATHER ARE BASED ON THE COST OF THE SYSTEM AND THE SERVICES, AND TAKE INTO CONSIDERATION THE PROTECTIONS AFFORDED TO AMS UNDER THIS AGREEMENT. You hereby release AMS and its affiliates, or any of its or their agents, representatives, suppliers, service providers, contractors, subcontractors, shareholders, directors, and officers, from any liability for any event or condition customarily covered by homeowner's or business insurance, as applicable. You understand that the System is designed to reduce, but not eliminate, certain risks. AMS does not guaranty that the System will prevent personal injury, property damage, unauthorized entrances or fire and smoke damage to the Premises. AMS and the AMS Related Parties assume no liability for those risks.

10. INDEMNIFICATION.

This Agreement is intended only for your benefit. Therefore, you agree to protect/indemnify, hold harmless, defend (if requested by AMS) and release AMS and its affiliates, or any of its or their agents, representatives, suppliers, service providers, contractors, shareholders, directors, and officers, (collectively "AMS Related Parties") from liability and shall reimburse AMS and the AMS Related Parties for any damages, losses or expenses (including reasonable attorneys' fees and costs) incurred by AMS or the AMS Related Parties in connection with any claims, suits, judgments and causes of action which relate to the System or the Services AMS provides. This protection/indemnity includes claims brought by any third party, including, without limitation, your insurance company, whether the claim arises under contract, warranty, negligence, or any other theory of liability.

Your duty to protect/indemnify AMS, however, does not apply to claims based on injuries to third parties or to their property that occur while AMS employees were on the Premises and which were caused solely and directly by those employees.

IN CASE OF ANY THIRD PARTY CLAIM OR LOSS COVERED BY YOUR INSURANCE, YOU AGREE NOT TO LOOK TO THE COMPANY OR THE COMPANY RELATED PARTIES FOR REIMBURSEMENT. YOU WAIVE ANY RIGHTS THAT YOUR INSURANCE CARRIER OR OTHERS CLAIMING THROUGH YOU MAY HAVE AGAINST THE COMPANY OR ANY COMPANY RELATED PARTY, INCLUDING ANY RIGHTS OF SUBROGATION.

11. ARBITRATION.

Any dispute, claim or controversy arising out of, relating to, or in connection with this Agreement or any of the services or systems provided by AMS or any of the AMS Related Parties, or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Palm Springs, California or Riverside, California, before a single arbitrator. The arbitration shall be administered by JAMS pursuant to JAMS' Streamlined Arbitration Rules and Procedures. You can obtain a copy of those rules from JAMS at their website (www.jamsadr.com). Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The prevailing party whether in arbitration or in court, shall be entitled to an award of its reasonable attorney's fees and expenses, including any expert fees or costs.

12 YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE COMPLETELY READ ALL PAGES OF THIS AGREEMENT, INCLUDING ANY ATTACHMENTS, AND THAT YOU FULLY UNDERSTAND ALL OF ITS TERMS AND CONDITIONS, INCLUDING BUT NOT LIMITED TO THOSE PARAGRAPHS DISCUSSING ANY LIMITED LIABILITY, WARRANTIES, AND INDEMNIFICATION.

Client: Scott Matas

Date:

Contractor: AMS Connect

Date:

PROPOSAL

Club Drive Camera System

Indian Wells CC FAMD

46000 Club Drive
Indian Wells, CA 92210
760-346-1161

Email Address: Smatas@drmininternet.com

Revision: 0
Modified: 4/13/2023
Project Number: AMS C-0002166



Presented By: **Paul Talley**

AMS Connect

74794 42nd Ave, Suite 1
Palm Desert, CA 92260 United States
760-341-3593
<http://www.amsconnectme.com/>



<http://www.amsconnectme.com/>

Club Dr. Gate Camera System

- All existing standard definition cameras will be removed and replaced with new IP streaming high resolution cameras (12 total). New wire will be pulled to each camera position.
- A new equipment rack will be installed in the back office area to house the NVR video server.
- Battery backup will be installed in the rack to power the camera system when line power fails.
- A New 43" monitor and computer will be installed above the window for camera viewing.
- The Camera system will work independently and also be able to monitor each other and off site.

Surveillance



2 Digital Watchdog DWC-MT95WIATW \$1,232.00
5MP Varifocal Turret Camera



200 AMS W-DB-CAT6-BLK \$92.00
Direct Burial CAT6 Wire - Black



1 LG Commercial 43UR640S9UD \$771.48
43" 4K UHD Commercial Signage Display



1 Lenovo P360 i7 w/T400 \$2,322.98
ThinkStation P360 - Tiny - Core i7 12700T 1.4 GHz - 16 GB - Win11



1 Strong SM-CM-T-L \$427.75
Ceiling Mount - 37-70 Inch Displays

Surveillance Total

\$4,846.21

Club Drive Gate: Guard Area Total

\$4,846.21

* Price Includes Accessories

Club Drive Gate: Entry Lane Inside

Surveillance



2 Digital Watchdog DWC-MB45IALPRTW \$2,347.96
License Plate Recognition IR Bullet IP Camera, 6-50mm Varifocal Lens, White



200 AMS W-DB-CAT6-BLK \$92.00
Direct Burial CAT6 Wire - Black



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5MP Varifocal Turret Camera



100 AMS W-DB-CAT6-BLK \$46.00
Direct Burial CAT6 Wire - Black

Surveillance Total

\$3,163.26

Club Drive Gate: Entry Lane Inside Total

\$3,163.26

Club Drive Gate: Entry Lane Outside

Surveillance



2 Digital Watchdog DWC-MB45IALPRTW \$2,347.96
License Plate Recognition IR Bullet IP Camera, 6-50mm Varifocal Lens, White



200 AMS W-DB-CAT6-BLK \$92.00
Direct Burial CAT6 Wire - Black



2 Digital Watchdog DWC-BLJUNC-W \$61.30
Junction box for Ultra Wide bullet cameras- White

Surveillance Total

\$2,501.26

Club Drive Gate: Entry Lane Outside Total

\$2,501.26

* Price Includes Accessories

Club Drive Camera System

Project No : AMS C-0002166

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Club Drive Gate: Exit Lane Inside

Surveillance



2 Digital Watchdog DWC-MB45IALPRTW **\$2,347.96**
License Plate Recognition IR Bullet IP Camera, 6-50mm Varifocal Lens, White



200 AMS W-DB-CAT6-BLK \$92.00
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100 AMS W-DB-CAT6-BLK \$46.00
Direct Burial CAT6 Wire - Black

Surveillance Total

\$3,163.26

Club Drive Gate: Exit Lane Inside Total

\$3,163.26

Club Drive Gate: Exit Lane Outside

Surveillance



2 Digital Watchdog DWC-MB45IALPRTW **\$2,347.96**
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Club Drive Gate: Exit Lane Outside Total

\$2,501.26

* Price Includes Accessories

Club Drive Camera System

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Club Drive Gate: Equipment Room

Surveillance



- | | | |
|----------|---|-------------------|
| 1 | Digital Watchdog DW-BJCX16T-LX
Blackjack CX 16-channel PoE NVR with 8 virtual channels, 16TB internal storage | \$5,125.32 |
|----------|---|-------------------|



- | | | |
|----------|--|-----------------|
| 1 | Tripp-Lite SRW12USG
SmartRack 12U Wall Mount Rack Enclosure Cabinet with Plexiglas Front Door Insert | \$703.80 |
|----------|--|-----------------|



- | | | |
|---|--|----------|
| 1 | Tripp-Lite N252-024
24-Port Cat6 Patch Panel 568B | \$105.23 |
|---|--|----------|



- | | | |
|---|--|----------|
| 1 | WattBox WB-11-LIGHT
Rack Mount Lighted Power Surge Protector - 11 Outlets | \$225.08 |
|---|--|----------|



- | | | |
|----------|---|-----------------|
| 1 | WattBox WB-UPS-1100-8
WattBox® Uninterruptible Power Supply - 8 Outlets 1100 VA | \$745.27 |
|----------|---|-----------------|

Surveillance Total	\$6,904.70
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Club Drive Gate: Equipment Room Total	\$6,904.70
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Misc Items

Misc Fees & Charges

- | | | |
|----------|--|-----------------|
| 1 | AMS Misc. Parts and Supplies
Misc Parts and Supplies | \$923.20 |
|----------|--|-----------------|

- | | | |
|----------|----------------------------------|-----------------|
| 1 | AMS Shipping and Handling | \$692.40 |
|----------|----------------------------------|-----------------|

Misc Fees & Charges Total	\$1,615.60
--------------------------------------	-------------------

Misc Items Total	\$1,615.60
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Project Subtotal:	\$24,695.55
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* Price Includes Accessories

Club Drive Camera System

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PROJECT SUMMARY

Equipment:	\$26,702.60
Discount:	(\$2,007.05)
Labor:	\$19,953.12
Sales Tax:	\$1,913.91

Grand Total:	\$46,562.58
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Payment Schedule

	Amount	Due Date
Upon Acceptance	\$23,281.29	
Upon Start	\$18,625.03	
Upon Completion	\$4,656.26	

**** If a customer has existing systems, equipment and/or programming that AMS Connect didn't install, these will not be covered under our AMS Connect warranty and/or covered under this proposal. Any such work needed would be billed as Time and Materials Fees.**

Client: Scott Matas

Date

Contractor: AMS Connect
944895 ACO 6917

Date

CONTRACT

Club Drive Camera System

Indian Wells CC FAMD

46000 Club Drive
Indian Wells, CA 92210
760-346-1161

Revision: 0
Modified: 4/13/2023

Presented By:

AMS Connect

74794 42nd Ave, Suite 1
Palm Desert, CA 92260 United States
760-341-3593
<http://www.amsconnectme.com/>



- A.** The general project description and work to be performed is contained in the attached documents and related documents and incorporated herein and referred to as the "Proposal".
- B.** The specific work to be performed by Contractor is outlined in the Proposal.
- C.** The total amount to be paid by the owner to Contractor for the work (subject to additions and deductions by written change order) shall not exceed the total specified in the Proposal.
- D.** Progress payments will be made according to the payment schedule identified in the Proposal and Section E below. Equipment will not be ordered until the equipment deposit has been received. These times are subject to the timing of the construction and the lead times required for the ordered equipment to be delivered.
- E.** Payment is due immediately after invoicing. Unpaid balance beyond 15 days after invoicing of completed tasks as outlined in item D shall bear interest payable to Contractor at a rate of 1.5% per month simple interest.
- F.** This Proposal expires 30 days following the date stated on the top of this agreement. No work will be scheduled without a deposit plus a signed copy of this agreement.
- G.** All drawings and documentation are contingent on retainer. Since preparing a proposal requires system design & engineering by a professional Systems Integrator, only one version of the proposal will be prepared without a retainer. If a second version is requested or if project is for design & documentation only, a Design Retainer may be required. The retainer covers design & engineering time and is non-refundable. A quote for the Design Retainer will be submitted for approval before the work begins.
- H.** Contractor reserves the right to replace proposed models in the case of obsolescence, discontinuation or unavailability with a comparable model of equal or greater value upon customer approval. Contractor will not be held responsible or liable in any way for any said product's obsolescence, discontinuation or unavailability.

Club Drive Camera System

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Payment Schedule

	Amount	Due Date
Upon Acceptance	\$23,281.29	
Upon Start	\$18,625.03	
Upon Completion	\$4,656.26	

1. Contract Documents and Details

The contract documents consist of this agreement, including all terms, conditions, scope of work, general provisions, special provisions, specifications, drawings, addenda, change orders, written interpretations, and written orders for minor changes in work. Work not covered by contract documents will not be required unless it is required by reasonable inference as being necessary to produce the intended result. The costs associated with any related work or materials, including, but not limited to electrical, drywall, painting, cabinets are not included unless specifically documented in the Proposal. Contractor is not responsible for any underground trenching or laying or supplying of conduit for outside wiring.

2. Time

With respect to schedule completion of the tasks in section D, time is of the essence. If Contractor is delayed at any time in the progress of the work by owner change orders, fire, labor disputes, acts of God or other causes beyond Contractor's control, the completion schedule for the work or affected parts of the work shall be extended by the same amount of the time caused by the delay.

3. Payments and Completion

The Payment Schedule is a guideline and approximation. Since contractor will, if possible, open, test and burn-in equipment before delivery, all components must be paid for before delivery to job site. Payments may not be withheld under any circumstances. Final payment shall be due immediately following completion of the project. Contractor will hold owner harmless with respect to claims of subcontractors and suppliers.

4. Insurance

Contractor shall purchase and maintain such insurance necessary to protect from claims under workers compensation and from any damage to the owners property resulting from the conduct of this contract.

5. Changes in the Contract

The owner may order changes, additions, or modifications without invalidating the contract. Such changes must be in writing and signed by the owner. The contractor shall provide the owner in writing the amount of additional costs or cost reductions resulting from changes ordered within 15 working days unless this requirement is waived in writing by the owner. Change Orders shall be paid in full upon acceptance of change and shall not alter the contract's payment schedule. In case of product unavailability or discontinuation, contractor reserves the right to substitute equipment of equal or better quality with clients approval. Contractor will be held blameless in case of product unavailability or discontinuation.

6. Warranty and Exclusions

AMS warrants to the original customer purchaser and not for the benefit of anyone else that the work performed by AMS at the time of sale and installation is free of defects in workmanship for a period of one year from the date of acceptance.

AMS further warrants for the warranty time period supplied by the original equipment manufacturer that these products sold and installed by AMS are free of defects in materials and workmanship under normal and proper use.

AMS' only obligation is to correct such defects by repair or replacement, at its option, if with in such one-year period AMS is notified in writing with a description of the problem. This warranty is void if this product or installation is modified without the express written permission of AMS, used in an improper environment, overloaded, misused, opened, abused or altered in any manner, or is not used under normal operating conditions or not in accordance with any labels, instructions or original equipment manufacturer's warranty policies. There is no other or implied warranties of any kind, including merchantability and fitness for a particular purpose, but if any implied warranty is required by the applicable jurisdiction, the duration of any such implied warranty, including merchantability and fitness for a particular purpose, is limited to one year. AMS, is not liable for incidental, indirect, special or consequential damages, including without limitation, damage to or loss of use of any equipment, lost sales or profits or delay of failure to perform this warranty obligation. The remedies provided herein are the exclusive remedies under this warranty, whether based on contract, tort or otherwise.

All software code shall remain the property of AMS. The customer receives permission to use the software only at the location at which AMS installed the software. The customer may not modify, transfer, donate or sell ownership of any installed software without the express written permission of AMS.

CAUTION: AMS' products are neither designed nor intended for medical, medical related, life sustaining, life support or other critical applications in which product failure could lead to personal injury or death. Use of these products as a component of devices and/or

systems having these applications is neither warranted nor authorized.

No Other Representations or Warranties; Non-Reliance. Except for the express representations and warranties contained in this agreement, (a) neither party to this agreement, nor any other person on such party's behalf, has made or makes any express or implied representation or warranty, either oral or written, whether arising by law, course of dealing, course of performance, usage, trade or otherwise, all of which are expressly disclaimed, and (b) each party acknowledges that it has not relied upon any representation or warranty made by the other party, or any other person on such party's behalf, except as specifically provided in this agreement, and (c) all prior discussions, negotiations and agreements, whether written or oral have been, and are, merged and integrated into, and are superseded by, this agreement.

Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California applicable to contracts entered into and fully to be performed therein.

7. SERVICE CALLS

Upon notification of a potential warranty issue, AMS, will inspect and determine what corrective action is necessary within approximately five business days. In the event that the problem is determined not to be covered by the warranty, then the customer will be charged for the service call. All service calls (including warranty work) shall be during normal office hours (8:30am to 4:00pm Monday thru Friday)

8. LIMITATION OF LIABILITY.

YOU ACKNOWLEDGE AND AGREE THAT NEITHER AMS NOR ITS AFFILIATES, NOR ANY OF ITS OR THEIR AGENTS, REPRESENTATIVES, SUPPLIERS, SERVICE PROVIDERS, CONTRACTORS OR SUBCONTRACTORS IS AN INSURER OF OR AGAINST ANY POTENTIAL OR ACTUAL LOSS OR DAMAGE, TO PERSON OR PROPERTY THAT MAY OCCUR IN, ON OR AT THE PREMISES, INCLUDING BUT NOT LIMITED TO WHETHER AS A RESULT OF BURGLARY, THEFT, FIRE, SMOKE, CARBON MONOXIDE POISONING, PHYSICAL HARM TO ANY PERSON, ENTRY IN OR ONTO THE PREMISES, THE CONDUCT OF ANY PERSONS IN OR ON THE PREMISES, OR OTHERWISE. YOU ACKNOWLEDGE THAT THE PAYMENTS YOU MAKE UNDER THIS AGREEMENT ARE NOT RELATED TO THE VALUE OF THE PREMISES, YOUR POSSESSIONS, OR THE PERSONS OCCUPYING OR AT ANY TIME PRESENT IN OR ON THE PREMISES, BUT RATHER ARE BASED ON THE COST OF THE SYSTEM AND THE SERVICES, AND TAKE INTO CONSIDERATION THE PROTECTIONS AFFORDED TO AMS UNDER THIS AGREEMENT. AMS EXPRESSLY DENIES AND DISCLAIMS ALL LIABILITY FOR ANY LOSS OR DAMAGE WHICH MAY OCCUR PRIOR TO, AT OR AFTER SIGNING THIS AGREEMENT. THIS INCLUDES LIABILITY BASED ON CONTRACT, TORT, NEGLIGENCE, ANY DEGREE, WARRANTY (INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) AND ALL OTHER THEORIES OF LIABILITY.

IF AMS OR ANY OF ITS AFFILIATES, OR ANY OF ITS OR THEIR AGENTS, MANAGERS, EMPLOYEES, SHAREHOLDERS, OFFICERS, DIRECTORS, REPRESENTATIVES, SUPPLIERS, SERVICE PROVIDERS, CONTRACTORS OR SUBCONTRACTORS ARE FOUND LIABLE FOR ANY LOSS OR DAMAGE DUE TO ITS OR THEIR NEGLIGENCE OR THE FAILURE TO PERFORM ITS OR THEIR OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING INSTALLING, MONITORING, REPAIRING OR TAKING OVER THE SYSTEM, IN ANY RESPECT AT ALL, THE MAXIMUM LIABILITY (INCLUDING JOINT AND SEVERAL LIABILITY) WILL BE \$5,000.00. YOU AGREE THIS IS YOUR SOLE AND EXCLUSIVE REMEDY.

THIS LIMITATION OF LIABILITY SPECIFICALLY COVERS LIABILITY FOR: LOST PROFITS; LOST OR DAMAGED PROPERTY; LOSS OF USE OF PROPERTY OR THE PREMISES; GOVERNMENTAL FINES AND CHARGES; AND THE CLAIMS OF THIRD PARTIES. ALSO COVERED BY THIS LIMITATION OF LIABILITY ARE THE FOLLOWING TYPES OF DAMAGES: DIRECT, INDIRECT, SPECIAL, INCIDENTAL, COMPENSATORY, CONSEQUENTIAL (DAMAGES THAT RESULT FROM AN ACT, BUT DO NOT DIRECTLY RELATE TO THE ACT) AND PUNITIVE (DAMAGES USED TO MAKE AN EXAMPLE OF SOMEONE).

THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION APPLY TO ANY ACTS, OMISSIONS, AND NEGLIGENCE OF AMS, ITS AFFILIATES, (AND THEIR RESPECTIVE OFFICERS, EMPLOYEES, DIRECTORS, AGENTS, SUPPLIERS, SERVICE PROVIDERS, CONTRACTORS SUBCONTRACTORS OR REPRESENTATIVES), WHICH, BUT FOR THIS SECTION, MAY GIVE RISE TO A CAUSE OF ACTION IN CONTRACT, TORT OR UNDER ANY OTHER LEGAL THEORY.

9. INSURANCE.

You are responsible for obtaining all insurance coverage that you believe is necessary to protect your residence, business, belongings and persons in or on your premises, including coverage for personal injury and property damage.

THE PAYMENTS YOU MAKE UNDER THIS AGREEMENT ARE NOT RELATED TO THE VALUE OF THE PREMISES, YOUR POSSESSIONS, OR THE PERSONS OCCUPYING OR AT ANY TIME PRESENT IN OR ON THE PREMISES, BUT RATHER ARE BASED ON THE COST OF THE SYSTEM AND THE SERVICES, AND TAKE INTO CONSIDERATION THE PROTECTIONS AFFORDED TO AMS UNDER THIS AGREEMENT. You hereby release AMS and its affiliates, or any of its or their agents, representatives, suppliers, service providers, contractors, subcontractors, shareholders, directors, and officers, from any liability for any event or condition customarily covered by homeowner's or business insurance, as applicable. You understand that the System is designed to reduce, but not eliminate, certain risks. AMS does not guaranty that the System will prevent personal injury, property damage, unauthorized entrances or fire and smoke damage to the Premises. AMS and the AMS Related Parties assume no liability for those risks.

10. INDEMNIFICATION.

This Agreement is intended only for your benefit. Therefore, you agree to protect/indemnify, hold harmless, defend (if requested by AMS) and release AMS and its affiliates, or any of its or their agents, representatives, suppliers, service providers, contractors, shareholders, directors, and officers, (collectively "AMS Related Parties") from liability and shall reimburse AMS and the AMS Related Parties for any damages, losses or expenses (including reasonable attorneys' fees and costs) incurred by AMS or the AMS Related Parties in connection with any claims, suits, judgments and causes of action which relate to the System or the Services AMS provides. This protection/indemnity includes claims brought by any third party, including, without limitation, your insurance company, whether the claim arises under contract, warranty, negligence, or any other theory of liability.

Your duty to protect/indemnify AMS, however, does not apply to claims based on injuries to third parties or to their property that occur while AMS employees were on the Premises and which were caused solely and directly by those employees.

IN CASE OF ANY THIRD PARTY CLAIM OR LOSS COVERED BY YOUR INSURANCE, YOU AGREE NOT TO LOOK TO THE COMPANY OR THE COMPANY RELATED PARTIES FOR REIMBURSEMENT. YOU WAIVE ANY RIGHTS THAT YOUR INSURANCE CARRIER OR OTHERS CLAIMING THROUGH YOU MAY HAVE AGAINST THE COMPANY OR ANY COMPANY RELATED PARTY, INCLUDING ANY RIGHTS OF SUBROGATION.

11. ARBITRATION.

Any dispute, claim or controversy arising out of, relating to, or in connection with this Agreement or any of the services or systems provided by AMS or any of the AMS Related Parties, or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Palm Springs, California or Riverside, California, before a single arbitrator. The arbitration shall be administered by JAMS pursuant to JAMS' Streamlined Arbitration Rules and Procedures. You can obtain a copy of those rules from JAMS at their website (www.jamsadr.com). Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The prevailing party whether in arbitration or in court, shall be entitled to an award of its reasonable attorney's fees and expenses, including any expert fees or costs.

12 YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE COMPLETELY READ ALL PAGES OF THIS AGREEMENT, INCLUDING ANY ATTACHMENTS, AND THAT YOU FULLY UNDERSTAND ALL OF ITS TERMS AND CONDITIONS, INCLUDING BUT NOT LIMITED TO THOSE PARAGRAPHS DISCUSSING ANY LIMITED LIABILITY, WARRANTIES, AND INDEMNIFICATION.

Client: Scott Matas

Date:

Contractor: AMS Connect

Date:



May 5, 2023

Fire Access maintenance District #1
Indian Wells Country Club
Guardhouse at Manitou and Club Dr. & Manitou and Quail Run Bridge

Dear Board of Directors:

Thank you for the opportunity to submit this proposal to provide Lighting Services to Fire Access maintenance District #1/ Indian Wells Country Club.

We understand the appearance of your property reflects a common pride in your investment. Our primary business is providing services to maintain, protect and enhance properties like yours. We are confident that our experience and our commitment to quality service will be a great benefit to your community. We currently provide this lighting service to numerous communities throughout the Coachella Valley.

We are pleased to submit a proposal to provide **Lighting Maintenance Services- Once a month** to the guardhouse at Manitou and Club Drive, guardhouse common area outside at Manitou and Club Drive, bridge lights at Quail Run located in the Indian Wells Country Club and the bridge lights at Manitou Drive located in the Indian Wells Country Club for an inspection fee of \$75.00. Repairs and troubleshooting will be billed at \$75/hour plus materials.

If you have any questions regarding our proposal, or if you have a need for any other of our property maintenance services, please do not hesitate to contact me at (760) 346-1161.

Thank you,

Marc Lippert
Vice President Maintenance Services
Associa OnCall/ Desert Resort Management



PROPERTY SERVICES AGREEMENT

This Property Services Agreement (the “**Agreement**”), is made 1st day of June 2023, by and between Fire Maintenance Access District #1/ Indian Wells Country Club (the “**Association**”), located in Indian Wells, CA and Associa OnCall, CA Inc. (the “**Contractor**”), located at 42-635 Melanie Place, Suite 102, Palm Desert CA 92211, pursuant to and under the following, terms, provisions and conditions:

1. SCOPE OF WORK.

Contractor agrees to furnish a lighting inspection at a labor rate of \$75. The repairs will be made after the inspection at a rate of \$75 per hour to perform contractor related services as outline more specifically in Exhibit A (the “**Services**”). The frequency and description of such Services are to be performed monthly as requested.

Services will NOT be provided on the following holidays – New Year’s Day, Presidents Day, Good Friday, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving and the Day after Thanksgiving, Christmas Day + 1 additional Day.

2. TERM.

This Agreement shall continue in force and effect for a 12-month period (the “**Initial Term**”) and will automatically renew for successive 12-month periods (the “**Renewal Term**”). Either party may cancel this agreement with a thirty (30) day written notice sent by Certified Mail. In the event the Association cancels this Agreement, or the property is sold, and new ownership wishes to cancel this Agreement without thirty (30) day written notice sent by Certified Mail, the Association agrees to pay the full contract amount to the Contractor.

3. COMPENSATION.

In consideration of the foregoing Scope of Work provided by the Contractor, the Association agrees to pay to the Contractor the sum of \$75.00 flat rate inspection fee and \$75 per hour plus materials for repairs. The monthly compensation will automatically increase by the Consumer Price Index (CPI) on each successive Renewal Term.

Since the Contractor is unable to predict Workman’s compensation rates and various other uncontrollable costs associated with doing business for the term of the annual Agreement, it may become necessary for Contractor to adjust the hourly rates during the year. Any rate changes in these areas will be passed onto the Association with thirty (30) day written notice.

All sums will be delinquent if not paid within 30 days from the due date. Delinquent sums shall be subject to the late charge of 1.5% per month, until paid.

4. GENERAL CONDITIONS.

- a. Contractor shall provide at his own risk and cost all labor needed to perform the Services according to contract specifications and or Exhibit A.
- b. Contractor shall provide supervisory support and employee training necessary to increase employee’s knowledge and capability and maintain quality control on the job site.
- c. Association shall furnish access to all parts of job site where Contractor is to perform work as required by the Agreement or other functions related thereto, during normal business hours and other reasonable periods of time.
- d. The Association shall provide all utilities for Contractor to fulfill its duties as outlined herein.
- e. Association shall give Contractor 48 hours’ notice to correct any problem discovered in the performance of work required under this Agreement. Contractor shall not accept any



deduction or offset unless such notice is given and agreed to be the parties to this Agreement in advance.

- f. Cost for materials and supplies are passed through to the Association with 20% mark-up.

5. EMERGENCY SERVICE.

Contractor shall provide after-hours emergency services on a per hour basis, with a two (2) hour minimum at 1.5 x normal rate. After-hours needs are defined as hours before or after the working hours of 7:00 a.m. to 3:00 p.m., Monday through Friday, unless otherwise stipulated. For emergencies occurring during normal work hours and after-hours, call (858) 550-7900.

6. REPLACEMENT POLICY.

Contractor shall not be responsible nor liable for any damages caused by acts of God. Acts of God shall be defined herein as damage due to wind, storm, hail, fire, flood or freezing. Association shall further relieve Contractor from responsibility or liability hereunder for acts of animals, vandalism, theft or other willful acts over which the Contractor has no control.

7. EMPLOYEES.

Contractor spends a great deal of time and expense to hire and train Contractor's Employees (the "Employees") for the operation of this and other associations. The Association derives the benefits of Contractor's experience in performing contracted Services and of such hiring and training procedures of Employees.

The Association realizes the time and expense Contractor incurs to obtain outstanding Employees to perform Services and therefore agrees during this Agreement and for a period of two years (24 months) following the termination of this Agreement not to offer or accept for hire, employ, or in any manner engage the services of any Employees or any of Contractor's former Employees who were employed by Contractor at any time during the term of this Agreement, unless:

- a. Contractor has given their written approval in advance of hiring.
- b. Association has agreed to pay Contractor the pertinent fees defined in this Agreement in an amount that would be for a period of three (3) months.

8. INSURANCE.

Contractor will maintain a Workers' Compensation insurance policy covering Contractor's employees.

Contractor will maintain a Comprehensive General Liability policy for Contractor's operations with a limit of not less than one million dollars (\$1,000,000) per occurrence for property damage and bodily injury.

Association will name Contractor as an additional insured under the Association's Comprehensive General Liability policy and Directors and Officers Liability policy, each with limits not less than one million dollars (\$1,000,000) per occurrence. Also, said insurance policies will cover Contractor for any and all claims and losses indemnified by Association pursuant to Indemnification Section below. Contractor will be provided with a Certificate of Liability identifying Contractor as additional insured showing the limits of liability coverage furnished to Contractor.

9. INDEMNIFICATION.

Each party to this Agreement will defend, indemnify, and hold the other party and its employees, agents, officers and directors, harmless from liability for any and all claims, costs, suits, litigation, and damages, including reasonable attorney's fees and costs arising directly or indirectly out of its gross negligence or willful misconduct.

10. DISCLOSURE STATEMENT.



The name of the Contractor's corporation is Associa OnCall California, Inc., dba Associa OnCall. The active California Contractors License Number is 982694, B1 in the name of Associa OnCall California, Inc. We have professional memberships in: Community Association Institute (CAI), California Association of Community Managers Management Firm Council (CACM), Building Industry Association (BIA), and the California Landscape Contractors Association (CLCA).

Should Contractor be connected with an entity which performs or delivers goods or services to the Association, Contractor agrees to disclose such relationship to the Board prior to the entering into of a contract with such entity or prior to the delivery of goods or services. Any discount or other economic benefit received by Contractor as a result of any entity doing business with the Association shall be disclosed by Contractor, and such discount shall be passed on to the Association.

If Contractor is connected with or related to any member of the Board of the Association, Contractor agrees to disclose such connection or relationship. Notwithstanding the foregoing to the contrary, the Association acknowledges that Contractor or its affiliates may earn a profit or receive fees incident to; a) the operation of group purchasing programs intended to provide price and quality benefits to the Association and/or its residents; or b) the dissemination of marketing information about goods and services to Contractors managed associations (including the Association) and their residents. Purchase of any product and/or service through any such purchasing program or marketing plan is voluntary and is not in any manner required by the provisions of this Agreement.

Contractor may make available to Employees certain monetary compensation for contracts that are awarded. The costs of such rewards are paid entirely by Contractor without any increase in cost to the Association. All Employees are specifically instructed to recommend the best-qualified companies in all cases, and in no event does any Association pay more to Contractor than it would if there were no financial rewards.

11. JURISDICTIONAL REQUIREMENTS.

Contractor shall take action as may be necessary to comply promptly with any and all orders or requirements affecting the Property placed thereon by any federal, state, county or municipal authority having jurisdiction over the Association. Contractor shall not be obliged to take any action under the provisions of this Section in any event for which Board approval has been requested and not provided, nor whenever the Association is contesting or has affirmed its intent to contest any jurisdictional order or requirement. In the event Contractor is so relieved of its obligations, the Association shall hold Contractor harmless from and indemnify Contractor against any and all consequences of such failure to comply.

12. NO WAIVER.

Except as otherwise provided herein, no action or failure to act by either of the parties shall constitute a waiver of any right or duty according any of them under this Agreement, nor shall any such action or failure to act constitute a continuing waiver or an approval of any breach hereunder, except as may be specifically agreed in writing.

13. ASSIGNMENT.

This Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns. Contractor shall not assign its interest under this Agreement except in connection with the sale of all or substantially all of the assets of its business or a transfer to an affiliated company, with such assignment or sale being subject to the Association's prior written consent at least 90 days prior to the assignment or sale, which consent shall not be unreasonably withheld.



14. CHOICE OF LAW.

This Agreement shall be construed in accordance with the laws of California. In the event any litigation is initiated to enforce any provision of this Agreement, the substantially prevailing party as determined by the court shall be entitled to recover reasonable attorneys' fees and costs incurred in the litigation.

15. SEVERABILITY.

The invalidity in whole or in part of any provision(s) in this Agreement shall not affect the validity of the remaining portions or the application of such provisions in different circumstances.

16. NOTICES.

All written notices required under the Agreement shall be in writing and mailed by Certified Mail, Return Receipt Requested, or by receipted hand delivery to the addresses provided at the end of the Agreement. Notice shall be effective upon delivery into the mail, except for notice of change of address which shall be effective upon receipt.

17. AMENDMENTS.

Except as otherwise provided herein, any and all amendments, additions, or deletions to this Agreement shall be null and void unless in writing and signed by both a duly authorized representative of Contractor and a duly authorized representative of the Association.

18. ENTIRE AGREEMENT.

This Agreement supersedes any and all understandings and agreements between the parties prior to this Agreement and contains the entire agreement of the parties. No oral or written statements whatsoever prior to the execution hereof shall be considered a part hereof.



19. SIGNATURE.

The manual signature of either party that is transmitted to the other party by facsimile or PDF shall be deemed for all purposes to be an original signature. Either party that delivers a signature page by facsimile or PDF agrees to deliver an original, manually signed counterpart of such party's signature page to the party who requests it promptly after receipt of such request.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the day and year first above written.

EFFECTIVE DATE:

BY: _____

Marc Lippert, Associa OnCall
Vice President of Maintenance Services

BY: _____

Print Name: Representative for the Fire Access Maintenance District #1



EXHIBIT A
ELECTRICAL SERVICES

Work to be performed **one time monthly:**

- a. Change all common area light bulbs that are out that are accessible with an 8' step ladder. Common areas include pathways, island lighting, pool landscape lighting and any lighting controlled by the HOA. Excludes tennis court lights.
- b. Burnt out bulbs will be disposed of properly per code.
- c. Adjust light timers two times per year at Spring and Fall Daylight Savings time. All other light timer changes will be on a work order basis only.
- d. While out doing the regular lighting service, reports will be made available to the Association advising of any electrical problems. The repair of these electrical problems are not covered under the scope of this contract, however Contractor is prepared to repair these problems. Troubleshooting to be billed at a rate of \$75 per hour.
- e. We do not have a lift truck to service any lights over 15 ft high.

STAFF REPORT

DATE: May 11, 2023
TO: Honorable FAMD Board Members
FROM: FAMD District Manager
SUBJECT: Quail Run and Manitou Bridge Lighting

SUMMARY:

The Board of Directors approved lighting replacements on the Quail Run and Manitou Bridges. Horizon Lighting was awarded the contract in November of 2022. After nonperformance of the contract the district manager was forced to cancel all contracts with Horizon Lighting.

Associa on Call has looked at the proposal amount and will match the proposal.

FISCAL IMPACT:

\$4,976.61

RECOMMENDATIONS

Approve a contract with Associa on Call for an amount not to exceed \$4,976.61.

Monday, October 17, 2022

ATTN: Desert Resort Management**John Walters-Clark****Property:FAMD #1/City of Indian Wells**

44-950 El Dorado

Indian Wells,CA 92210

Billing Location

Desert Resort Management

42-635 Melanie Place Ste 103 (PO

Box 650858 Dallas)

Palm Desert,CA 92211

Project :NEW LED Fixtures at Both Bridges**SCOPE:**

This proposal is to replace Twelve (12) Bridge light poles fixtures with new integrated LED fixtures located at Indian Wells Country Club. The existing fixtures currently house a 250 watt High Pressure Sodium lamps. The proposed LED fixtures operate at a fraction of the energy when compared to the existing Low Pressure Sodium lamps and produces the greater and crisp light output at 3000 Kelvin temp. The great benefit about the installation of these LED fixtures is that they are fully integrated with an IP 65 rated housing (factory sealed/water resistant) to prolong the lifespan of these fixtures in this unique desert climate. The replacement of a high wattage ballast is expensive so to eliminate this component from future maintenance is a large savings in and of itself. These fixtures operate at 75 watts which will be closer to a 85% savings in energy. These fixtures are rated for approximately 50,00 hours and are backed by a 5 year limited manufactures warranty. Please see the attached spec sheet for additional information.

With the approval of this proposal, our technicians will return to begin the installation. Our technicians will begin to remove the existing fixtures off the existing poles and replace them with the new 75 watt integrated LED fixtures. As our technicians install the new fixtures, make new electrical connections as needed and connect them to the existing power source. Once completed, he will test and confirm proper operation. Any old material will be properly discarded off-site.

We greatly appreciate the opportunity to provide a bid for this project and hope to partner with management to see it through to its completion. Once we receive a signed/ approved copy of the quote, we can begin order material, once material has been received, we can schedule this quote for the next available date. Horizon Lighting looks forward to partnering with FAMD on this project and any future projects that may arise.

NOTE: Horizon Lighting offers a One Year Labor Warrant. If we identify any locations with no power, we will gather details and provide a scope for needed repairs. We will connect all of the new material and test them for proper operation

Total Materials	\$3,341.61
Recycling / Disposal Fees	\$0.00
Equipment / Misc	\$25.00
Labor	\$1,610.00
TOTAL	\$4,976.61

Please feel free to contact me to answer any questions you may have. I appreciate the opportunity to be of service.

Best Regards,

Adam Morales

amorales@horizonlightinginc.com

Signature/Customer Approval to Proceed**Name (Printed)****Date**

Warranty: All materials (lamps excluded) and labor under warranty for one year after installation. Horizon is not responsible for the condition or capacity of the existing electrical system, but will note any problems as work is completed. Horizon is not responsible for any vandalism that occurs during or after installation of materials. Price quotes are good for 30 days. In the event permits, traffic control, utility fees and/or engineering is required to complete the work listed above, an additional bid and/or scope will be submitted. Please note, all permits, traffic control and/ or related utility fees if needed will be invoiced at cost. All large construction or lighting upgrade projects require a 50% advance to cover the cost of materials. If due to unforeseen circumstances, the scope of work changes or cost variations apply, we will contact the client immediately by phone and/or in writing with details on the change order.

PROJECT:

SCHEDULE:

DATE:

PREPARE BY:

NOTES:

DESCRIPTION

naturaLED® Slim Area Light is constructed with a durable, die-cast aluminum housing and excellent thermal design and is the perfect lighting solution for your parking lot, street, walkway, building flood up/down light and/or as a sign lighter. It provides uniform, consistent color with a wide range of wattage selections to replace from 50W to 1500W HID fixtures. Our fixtures are DLC Premium certified and IP65 rated with five types of mounting options available: Swivel Bracket, Slip Fitter, Yoke, 6" Extruded Arm and Pendant Mount. Compatible integrated autonomous and photocell motion sensors are available as options to address your needs. Energy savings can be as much as 85% while eliminating maintenance costs in labor and lamp and ballast replacement.

APPLICATIONS

Parking Lot, Street, Site, Streetscape, Area Lighting

FEATURES

- DLC Premium
- IP65 Rated
- ETL Listed
- Aluminum Die-cast Housing
- Finish: Epoxy Powder Coat
- Input line voltage: 120-277 / 277-480
- Dimmable: 1-10V
- L90-100,000 hours rated chips
- Surge Protection:
 - 29W: 4KV
 - 150W: 10KV
 - 50/70/100/180/240/360W: 12KV
- Powerfactor >0.9
- Uniform and Consistent color
- Optimized Thermal Design
- Minimize Glare
- Available in Type 3, Type 4, Type 5 Light Distribution
- Operating temperature: - 40°F ~ 122°F



Rated Life 50,000 Hours
Warranty 5 Years*

ACCESSORIES

	Slip Fitter		Motion/Photocell Sensor
	Swivel Bracket		Step Down Driver
	6" Extruded Arm		Receptacle
	Round Pole Mounting Adaptor		Lens- Type 4 or 5
	Yoke Mount		Photocell Cap
	Wall Mount		Glare Shield
	Dual Pendant Box		Ballast
	Remote Controlled Motion/Photocell Sensor		

SAMPLE NUMBER LED-FXSAL180/40K/DB/3S/480

STYLE	FAMILY	SERIES	WATTAGE	COLOR TEMP	COLOR	TYPE	VOLTAGE
LED	FX	SAL	180	40K	DB	3S	480
led lighting	fixture	slim area light	180 watt	4000K	dark bronze	type3	277-480V



SLIM AREA LIGHT

WALL & AREA LUMINAIRES

ORDERING

*P= Premium DLC / *S = Standard DLC

Watts (W)	Ordering Code	Description	CCT (K)	Lumens (Lm)	Equiv. Wattage (W)	Voltage	Beam Angle	Color	IP65 Rated	DLC (S/P)
29	7616	LED-FXSAL29/40K/DB/3S	4000K	3,517	100-150	120-277	Type3	D.Bronze	•	P
29	7617	LED-FXSAL29/50K/DB/3S	5000K	3,576	100-150	120-277	Type3	D.Bronze	•	P
29	7618	LED-FXSAL29/40K/WH/3S	4000K	3,517	100-150	120-277	Type3	White	•	P
29	7619	LED-FXSAL29/50K/WH/3S	5000K	3,576	100-150	120-277	Type3	White	•	P
50	7620	LED-FXSAL50/40K/DB/3S	4000K	6,241	250	120-277	Type3	D.Bronze	•	P
50	7621	LED-FXSAL50/50K/DB/3S	5000K	6,247	250	120-277	Type3	D.Bronze	•	P
50	7622	LED-FXSAL50/40K/WH/3S	4000K	6,241	250	120-277	Type3	White	•	P
50	7623	LED-FXSAL50/50K/WH/3S	5000K	6,247	250	120-277	Type3	White	•	P
75	7752	LED-FXSAL75/30K/DB/3S	3000K	8,738	250-400	120-277	Type3	D.Bronze	•	-
75	7624	LED-FXSAL75/40K/DB/3S	4000K	8,738	250-400	120-277	Type3	D.Bronze	•	P
75	7625	LED-FXSAL75/50K/DB/3S	5000K	9,011	250-400	120-277	Type3	D.Bronze	•	P
75	7753	LED-FXSAL75/30K/WH/3S	3000K	8,738	250-400	120-277	Type3	White	•	-
75	7626	LED-FXSAL75/40K/WH/3S	4000K	8,738	250-400	120-277	Type3	White	•	P
75	7627	LED-FXSAL75/50K/WH/3S	5000K	9,011	250-400	120-277	Type3	White	•	P
100	7754	LED-FXSAL100/30K/DB/3S	3000K	11,540	400	120-277	Type3	D.Bronze	•	-
100	7628	LED-FXSAL100/40K/DB/3S	4000K	11,548	400	120-277	Type3	D.Bronze	•	P
100	7629	LED-FXSAL100/50K/DB/3S	5000K	11,821	400	120-277	Type3	D.Bronze	•	P
100	7755	LED-FXSAL100/30K/WH/3S	3000K	11,548	400	120-277	Type3	White	•	-
100	7630	LED-FXSAL100/40K/WH/3S	4000K	11,548	400	120-277	Type3	White	•	P
100	7631	LED-FXSAL100/50K/WH/3S	5000K	11,821	400	120-277	Type3	White	•	P
150	7701	LED-FXSAL150/30K/BK/3S	3000K	20,604	400-575	120-277	Type 3	Black	•	-
150	7702	LED-FXSAL150/30K/WH/3S	3000K	20,604	400-575	120-277	Type 3	White	•	-
150	9232	LED-FXSAL150/50K/WH/3S	5000K	20,604	400-575	120-277	Type 3	White	•	P
150	7769	LED-FXSAL150/40K/DB/3S	4000K	20,000	400-575	120-277	Type 3	D.Bronze	•	P
150	7770	LED-FXSAL150/50K/DB/3S	5000K	20,000	400-575	120-277	Type 3	D.Bronze	•	P
180	7746	LED-FXSAL180/30K/DB/3S	3000K	22,191	400-575	120-277	Type 3	D.Bronze	•	-
180	7633	LED-FXSAL180/50K/DB/3S	5000K	22,743	400-575	120-277	Type 3	D.Bronze	•	P
180	7747	LED-FXSAL180/30K/WH/3S	3000K	22,191	400-575	120-277	Type 3	White	•	-
180	7634	LED-FXSAL180/40K/WH/3S	4000K	22,191	400-575	120-277	Type 3	White	•	P
180	7635	LED-FXSAL180/50K/WH/3S	5000K	22,743	400-575	120-277	Type 3	White	•	P
240	7748	LED-FXSAL240/30K/DB/3S	3000K	29,794	750-1000	120-277	Type 3	D.Bronze	•	-
240	7636	LED-FXSAL240/40K/DB/3S	4000K	29,794	750-1000	120-277	Type 3	D.Bronze	•	P
240	7637	LED-FXSAL240/50K/DB/3S	5000K	30,274	750-1000	120-277	Type 3	D.Bronze	•	P
240	7749	LED-FXSAL240/30K/WH/3S	3000K	29,794	750-1000	120-277	Type 3	White	•	-

SLIM AREA LIGHT

WALL & AREA LUMINAIRES

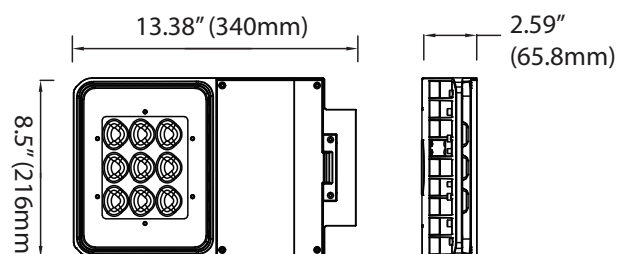
*P= Premium DLC / *S = Standard DLC

Watts (W)	Ordering Code	Description	CCT (K)	Lumens (Lm)	Equiv. Wattage (W)	Voltage	Beam Angle	Color	IP65 Rated	DLC (S/P)
240	7638	LED-FXSAL240/40K/WH/3S	4000K	29,794	750-1000	120-277	Type3	White	•	P
240	7639	LED-FXSAL240/50K/WH/3S	5000K	30,274	750-1000	120-277	Type3	White	•	P
240	9210	LED-FXSAL240/50K/BK/3S	5000K	30,274	750-1000	120-277	Type3	Black	•	P
360	7750	LED-FXSAL360/30K/DB/3S	3000K	44,796	1000-1500	120-277	Type3	D.Bronze	•	-
360	7640	LED-FXSAL360/40K/DB/3S	4000K	44,796	1000-1500	120-277	Type3	D.Bronze	•	P
360	7641	LED-FXSAL360/50K/DB/3S	5000K	45,878	1000-1500	120-277	Type3	D.Bronze	•	P
360	7751	LED-FXSAL360/30K/WH/3S	3000K	44,796	750-1000	120-277	Type3	White	•	-
360	7642	LED-FXSAL360/40K/WH/3S	4000K	44,796	1000-1500	120-277	Type3	White	•	P
360	7643	LED-FXSAL360/50K/WH/3S	5000K	45,878	1000-1500	120-277	Type3	White	•	P
180	7724	LED-FXSAL180/40K/DB/3S/480	4000K	22,147	400-575	277-480	Type3	D.Bronze	•	P
180	7725	LED-FXSAL180/50K/DB/3S/480	5000K	22,717	400-575	277-480	Type 3	D.Bronze	•	P
180	7726	LED-FXSAL180/40K/WH/3S/480	4000K	22,147	400-575	277-480	Type 3	White	•	P
180	7727	LED-FXSAL180/50K/WH/3S/480	5000K	22,717	400-575	277-480	Type 3	White	•	P
240	7728	LED-FXSAL240/40K/DB/3S/480	4000K	28,912	750-1000	277-480	Type 3	D.Bronze	•	P
240	7729	LED-FXSAL240/50K/DB/3S/480	5000K	29,546	750-1000	277-480	Type 3	D.Bronze	•	P
240	7730	LED-FXSAL240/40K/WH/3S/480	4000K	28,912	750-1000	277-480	Type 3	White	•	P
240	7731	LED-FXSAL240/50K/WH/3S/480	5000K	29,546	750-1000	277-480	Type 3	White	•	P
360	7732	LED-FXSAL360/40K/DB/3S/480	4000K	43,560	1000-1500	277-480	Type 3	D.Bronze	•	P
360	7733	LED-FXSAL360/50K/DB/3S/480	5000K	44,405	1000-1500	277-480	Type 3	D.Bronze	•	P
360	7734	LED-FXSAL360/40K/WH/3S/480	4000K	43,560	1000-1500	277-480	Type 3	White	•	P
360	7735	LED-FXSAL360/50K/WH/3S/480	5000K	44,405	1000-1500	277-480	Type 3	White	•	P

DIMENSIONS

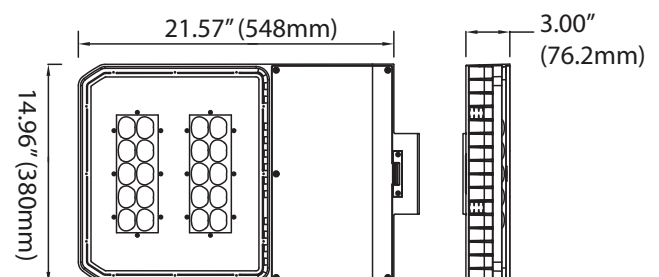
29W~100W

29W: 6-lbs
50W: 6-lbs
75W: 6-lbs
100W: 6-lbs



150W~360W

150W: 22-lbs
180W: 23.6-lbs
240W: 24.5-lbs
360W: 25.5-lbs



MOUNTINGS (Ordered Separately)



Wall Mount



Wall Mount + EA6



Swivel Bracket



6" Extended Arm



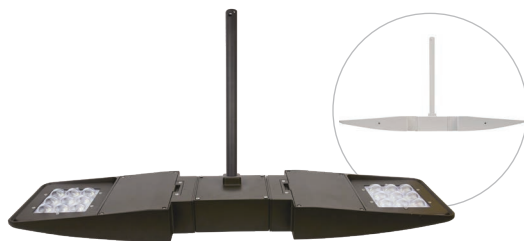
Round Pole Mounting Adaptor



Slip Fitter

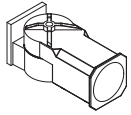


Yoke Mount



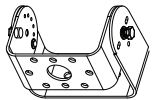
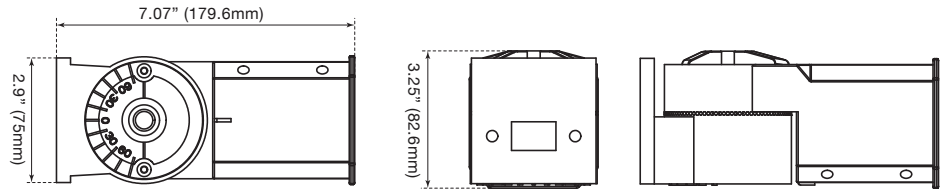
**Pendant Mount
(rigid pole not included)**

MOUNTINGS (Ordered Separately)



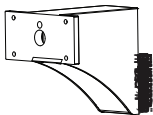
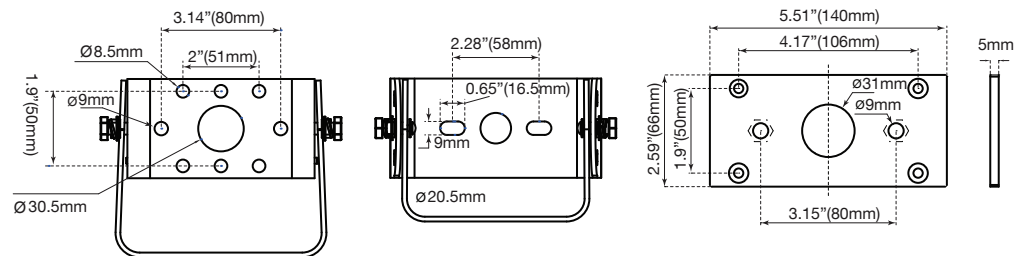
Slip Fitter -SF

- P10101 MT-SAL/SF/DB
- P10209 MT-SAL/SF/BK
- P10102 MT-SAL/SF/WH



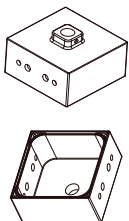
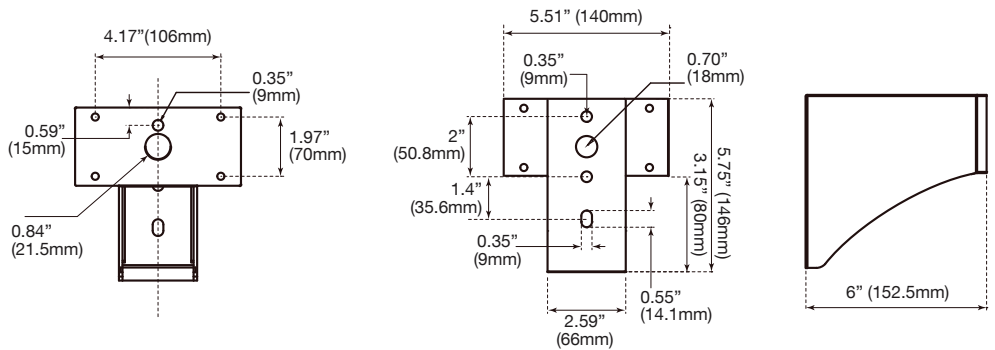
Swivel Bracket -SB

- P10103 MT-SAL/SB/DB
- P10210 MT-SAL/SB/BK
- P10104 MT-SAL/SB/WH



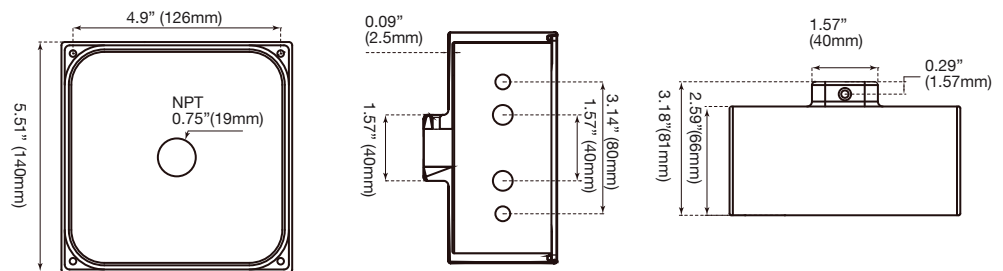
6" Extruded Arm

- P10105 MT-SAL/EA6/DB
- P10211 MT-SAL/EA6/BK
- P10106 MT-SAL/EA6/WH



Dual Pendant Box

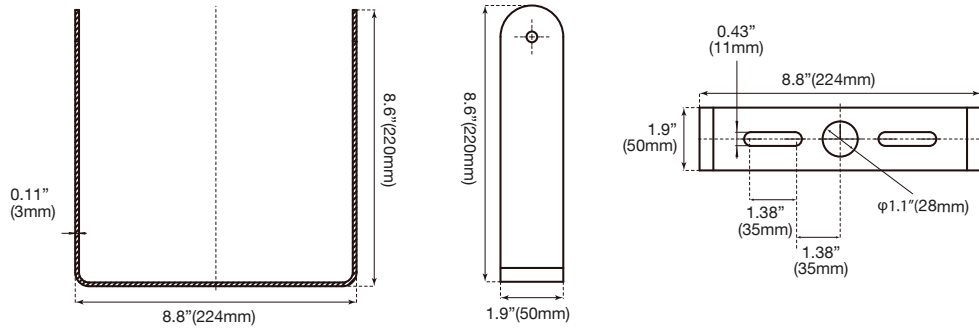
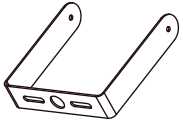
- P10107 MT-SAL/DPB/DB
- P10108 MT-SAL/DPB/WH



MOUNTING SPECIFICATIONS (SOLD SEPARATELY)

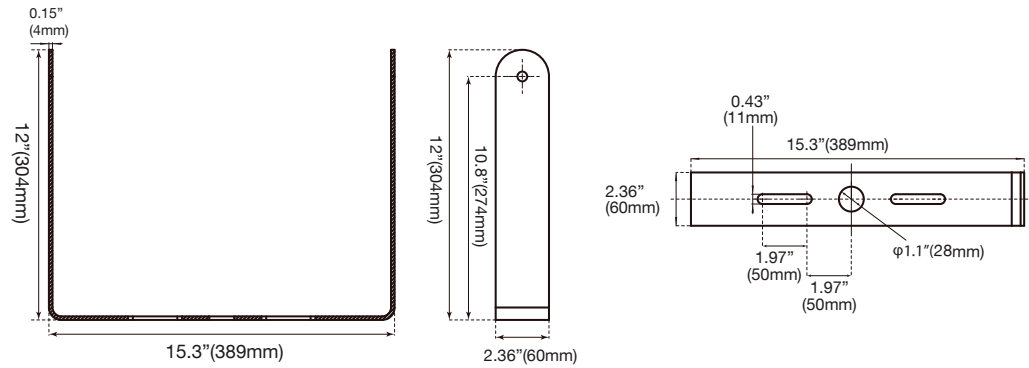
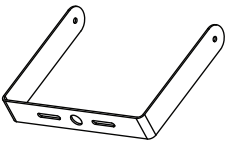
Yoke - 9" (29W~100W)

- P10111 MT-SAL/YK9/DB
- P10112 MT-SAL/YK9/WH



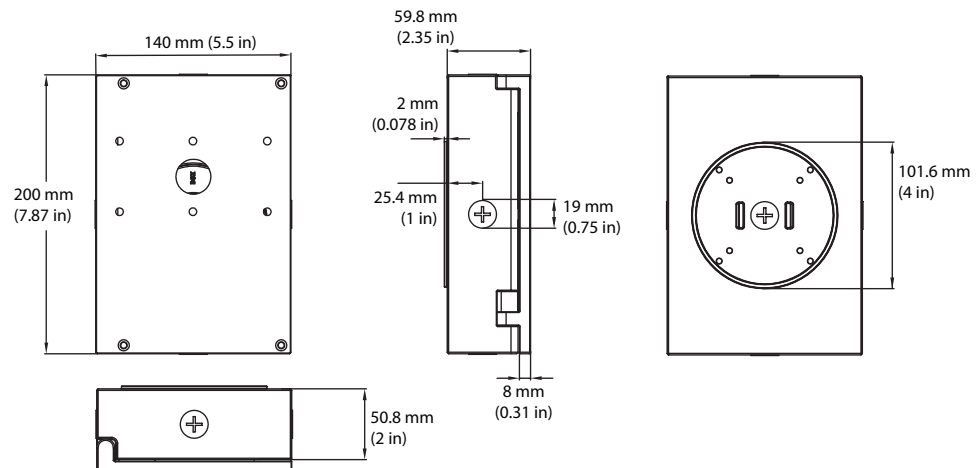
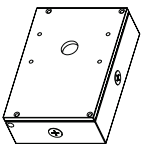
Yoke - 15" (150W~360W)

- P10113 MT-SAL/YK15/DB
- P10114 MT-SAL/YK15/WH



Wall Mount

- P10198 MT-SAL/WM/DB
- P10199 MT-SAL/WM/WH

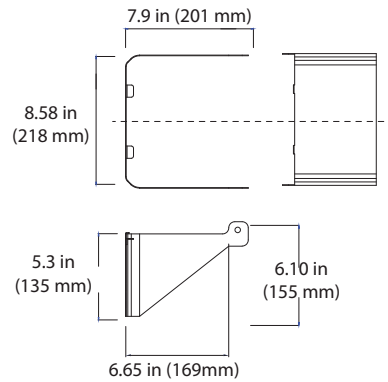
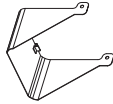


MOUNTING SPECIFICATIONS (SOLD SEPARATELY)

Shield (29W~100W)

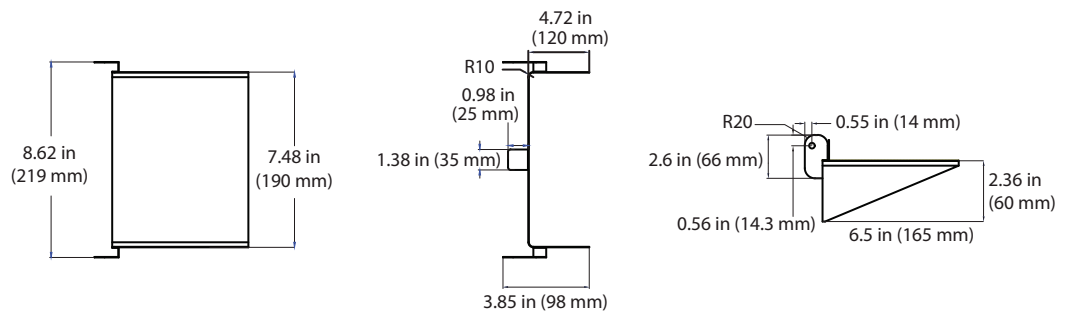
Front

- P10213 GSF-SAL-S/DB
- P10214 GSF-SAL-S/WH



Back

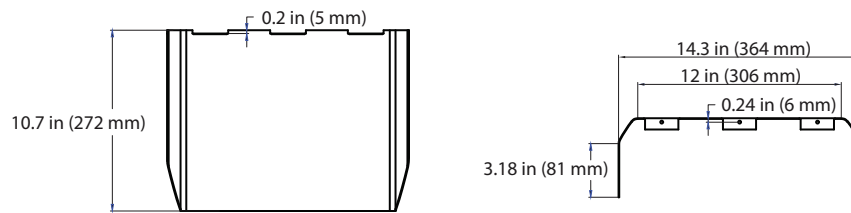
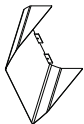
- P10205 GSB-SAL-S/DB
- P10206 GSB-SAL-S/WH



Shield (150W~360W)

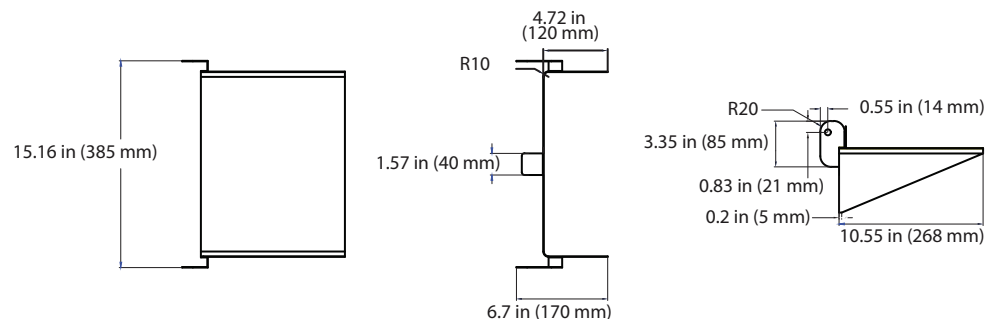
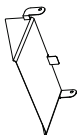
Front

- P10215 GSF-SAL-L/DB
- P10216 GSF-SAL-L/WH



Back

- P10207 GSB-SAL-L/DB
- P10208 GSB-SAL-L/WH



ACCESSORIES (Ordered Separately)

Mounting: Slip Fitter



Code	Model	Description
• P10101	MT-SAL/SF/DB	Slip Fitter Mount for Slim Area Light Dark Bronze
• P10209	MT-SAL/SF/BK	Slip Fitter Mount for Slim Area Light Black
• P10102	MT-SAL/SF/WH	Slip Fitter Mount for Slim Area Light White

Mounting: Swivel Bracket



Code	Model	Description
• P10103	MT-SAL/SB/DB	Swivel Bracket Mount for Slim Area Light Dark Bronze
• P10210	MT-SAL/SB/BK	Swivel Bracket Mount for Slim Area Light Black
• P10104	MT-SAL/SB/WH	Swivel Bracket Mount for Slim Area Light White

Mounting: 6" Extruded Arm



Code	Model	Description
• P10105	MT-SAL/EA6/DB	6" Extruded Arm Mount for Slim Area Light Dark Bronze
• P10211	MT-SAL/EA6/BK	6" Extruded Arm Mount for Slim Area Light Black
• P10106	MT-SAL/EA6/WH	6" Extruded Arm Mount for Slim Area Light White

Mounting: Round Pole Mounting Adaptor



Code	Model	Description
• P10119	MT-SAL/4PA/DB	4" Round pole adaptor for SAL-DB
• P10120	MT-SAL/5PA/DB	5" Round pole adaptor for SAL-DB
• P10121	MT-SAL/6PA/DB	6" Round pole adaptor for SAL-DB
• P10122	MT-SAL/4PA/WH	4" Round pole adaptor for SAL-WH
• P10123	MT-SAL/5PA/WH	5" Round pole adaptor for SAL-WH
• P10124	MT-SAL/6PA/WH	6" Round pole adaptor for SAL-WH

Mounting: Yoke Mount (9-inch and 15-inch)



Code	Model	Description
• P10111	MT-SAL/YK9/DB	9" Yoke Mount for Slim Area Light (29W-100W) Dark Bronze
• P10112	MT-SAL/YK9/WH	9" Yoke Mount for Slim Area Light (29W-100W) White
• P10113	MT-SAL/YK15/DB	15" Yoke Mount for Slim Area Light (180W-360W) Dark Bronze
• P10114	MT-SAL/YK15/WH	15" Yoke Mount for Slim Area Light (180W-360W) White

Mounting: Wall Mount



Code	Model	Description
• P10198	MT-SAL/WM/DB	Wall Mount Small Slim Area Light Dark Bronze
• P10199	MT-SAL/WM/WH	Wall Mount Small Slim Area Light White

Mounting: Dual Pendant Box



Code	Model	Description
• P10107	MT-SAL/DPB/DB	Dual Pendant Box 3/4" NPT Dark Bronze
• P10108	MT-SAL/DPB/WH	Dual Pendant Box 3/4" NPT White

ACCESSORIES (Ordered Separately)

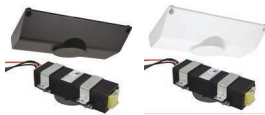
Remote Controlled Motion/PhotoCell Sensor



Code	Model	Description
• K134178	PLT/SDB/9SWC	Remote Controllable Sensor 0-10V 100-277V 3X C Lens (29-100W) Dark Bronze Plate
• K134179	PLT/SDB/9SWD	Remote Controllable Sensor 0-10V 100-277V 2X D Lens (29-100W) Dark Bronze Plate
• K135178	PLT/SWH/9SWC	Remote Controllable Sensor 0-10V 100-277V 3X C Lens (29-100W) White Plate
• K135179	PLT/SWH/9SWD	Remote Controllable Sensor 0-10V 100-277V 2X D Lens (29-100W) White Plate

• P10164	SEN-SRP280	Remote Control
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Step Down Driver for 29W-100W



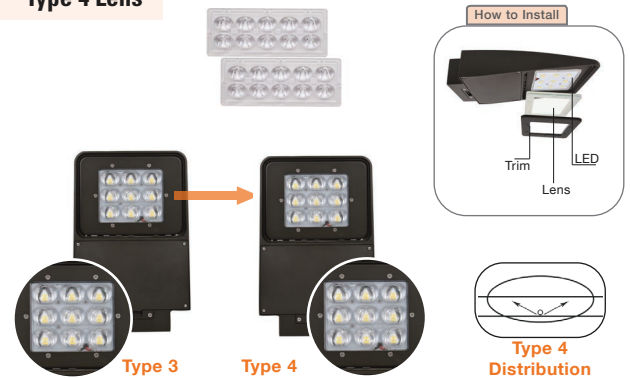
Code	Model	Description
• K134185	PLT/SDB/100BA480	347-480 to 277V Step Down Driver for SAL 100W and under Dark Bronze
• K135186	PLT/SWH/100BA480	347-480 to 277V Step Down Driver for SAL 100W and under White

Receptacle



Code	Model	Description
• P10141	REC3PLK	3 prong twist lock receptacle mount
• P10142	REC7PLK	7 prong twist lock receptacle mount

Type 4 Lens



Code	Model	Description
• P10237	LENS-SAL-3X3-IV	Type 4 Lens for SAL (29W-100W)

Type 5 Lens



Code	Model	Description
• P10127	LENS-SAL-SMALL-V	Type 5 Lens for SAL (29W-100W)
• P10128	LENS-SAL-LARGE-V/DB	Type 5 Lens for SAL (150W-360W) Dark Bronze
• P10131	LENS-SAL-LARGE-V/WH	Type 5 Lens for SAL (150W-360W) White

ACCESSORIES (Ordered Separately)

Photocell Sensor & Short Cap



Code	Model	Description
• K141030	REC3PLK/PHO	Receptacle Mount & Photocell for SAL
• P10053	SEN-PHO-LK-MT/SRT	Twist-Lock Mount Shorting Cap

Glare Shield



Code	Model	Description
• P10205	GSB-SAL-S/DB	Back Glare Shields for SAL (29-100W) Dark Bronze
• P10206	GSB-SAL-S/WH	Back Glare Shields for SAL (29-100W) White
• P10207	GSB-SAL-L/DB	Back Glare Shields for SAL (150-360W) Dark Bronze
• P10208	GSB-SAL-L/WH	Back Glare Shields for SAL (150-360W) White
• P10213	GSF-SAL-S/DB	Front Glare Shields for SAL (29-100W) Dark Bronze
• P10214	GSF-SAL-S/WH	Front Glare Shields for SAL (29-100W) White
• P10215	GSF-SAL-L/DB	Front Glare Shields for SAL (150-360W) Dark Bronze
• P10216	GSF-SAL-L/WH	Front Glare Shields for SAL (150-360W) Dark Bronze

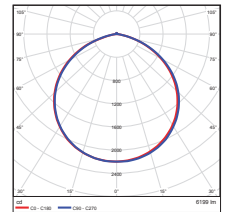
Ballast



Code	Model	Description
• P10183	BALED-ESD-240S460DT	Ballast Inventronics 150/180/360W*
• P10184	BALED-ESD-240S660DT	Ballast Inventronics 240W (480V)

*360W requires **2pcs** of P10183 BALED-ESD-240S460DT

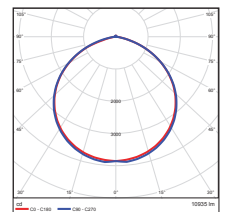
50W - Type5
DLC Premium



Distance (ft)	Illuminance (fc)	Beam Diameter (ft)
5.0ft	88.0 fc	15.0 ft
10.0ft	22.0 fc	30.0 ft
15.0ft	9.77 fc	44.9 ft
20.0ft	5.50 fc	59.9 ft
25.0ft	3.52 fc	74.9 ft
30.0ft	2.44 fc	89.9 ft

■ Vert. Spread: 112.6°
 ■ Horiz. Spread: 112.8°

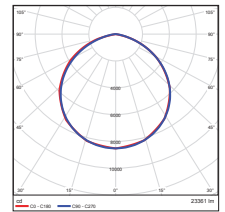
100W - Type5
DLC Premium



Center Beam (ft)	Beam (ft)
5.0 ft	15.4 ft
10.0 ft	38.6 ft
15.0 ft	17.1 ft
20.0 ft	9.65 ft
25.0 ft	6.17 ft
30.0 ft	4.29 ft

■ Vert. Spread: 112.4°
 ■ Horiz. Spread: 112.9°

180W - Type5
DLC Premium

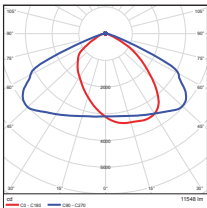


	Center Beam fc	Beam Width
5.0 ft	341 fc	14.8 ft
10.0 ft	85.2 fc	23.7 ft
15.0 ft	37.9 fc	44.5 ft
20.0 ft	21.3 fc	59.4 ft
25.0 ft	13.6 fc	74.2 ft
30.0 ft	9.47 fc	89.1 ft

■ Vert. Spread: 112.1°
 ■ Horiz. Spread: 111.2°

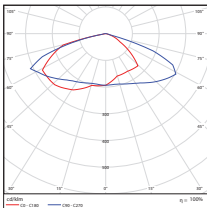
PHOTOMETRICS CHART

240W - Type3
DLC Premium



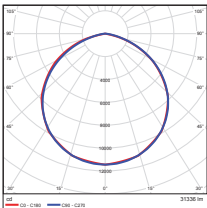
Illuminance at a Distance		Beam Width	
Center Beam Fc	Beam Width	Center Beam Fc	Beam Width
5.0ft	291 ft	9.1 ft	23.6 ft
10.0ft	72.7 ft	18.2 ft	47.3 ft
15.0ft	32.3 ft	27.4 ft	70.9 ft
20.0ft	18.2 ft	36.5 ft	94.5 ft
25.0ft	11.6 ft	45.6 ft	118.2 ft
30.0ft	8.97 ft	54.7 ft	141.8 ft
Vert. Spread: 04.7°		Horiz. Spread: 134.1°	

240W - Type4
DLC Premium



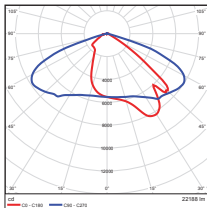
Illuminance at a Distance		Beam Width	
Center Beam Fc	Beam Width	Center Beam Fc	Beam Width
5.0ft	442 ft	11.7 ft	2.8 ft
10.0ft	107 ft	23.7 ft	5.6 ft
15.0ft	48.1 ft	35.3 ft	8.4 ft
20.0ft	27.2 ft	47.0 ft	11.2 ft
25.0ft	17.2 ft	58.8 ft	14.0 ft
30.0ft	12.0 ft	70.6 ft	16.8 ft
Vert. Spread: 120.9°		Horiz. Spread: 45.6°	

240W - Type5
DLC Premium



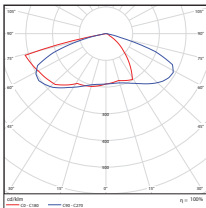
Illuminance at a Distance		Beam Width	
Center Beam Fc	Beam Width	Center Beam Fc	Beam Width
5.0ft	458 ft	14.8 ft	14.6 ft
10.0ft	114 ft	29.5 ft	29.2 ft
15.0ft	50.9 ft	44.3 ft	43.8 ft
20.0ft	28.6 ft	59.0 ft	58.4 ft
25.0ft	18.3 ft	73.8 ft	73.0 ft
30.0ft	12.7 ft	88.6 ft	87.7 ft
Vert. Spread: 111.0°		Horiz. Spread: 111.0°	

360W - Type3
DLC Premium



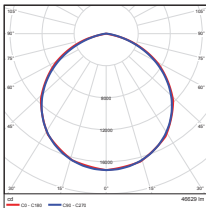
Illuminance at a Distance		Beam Width	
Center Beam Fc	Beam Width	Center Beam Fc	Beam Width
5.0ft	508 ft	16.7 ft	28.3 ft
10.0ft	127 ft	33.3 ft	48.7 ft
15.0ft	56.4 ft	50.0 ft	61.0 ft
20.0ft	31.7 ft	66.7 ft	81.3 ft
25.0ft	20.3 ft	83.4 ft	101.7 ft
30.0ft	14.3 ft	100.0 ft	122.0 ft
Vert. Spread: 93.7°		Horiz. Spread: 127.6°	

360W - Type4
DLC Premium



Illuminance at a Distance		Beam Width	
Center Beam Fc	Beam Width	Center Beam Fc	Beam Width
5.0ft	561 ft	9.4 ft	13.0 ft
10.0ft	160 ft	18.8 ft	26.3 ft
15.0ft	72.0 ft	28.2 ft	39.3 ft
20.0ft	40.7 ft	37.7 ft	52.2 ft
25.0ft	25.8 ft	47.1 ft	65.6 ft
30.0ft	18.0 ft	56.5 ft	78.6 ft
Vert. Spread: 109.6°		Horiz. Spread: 126.0°	

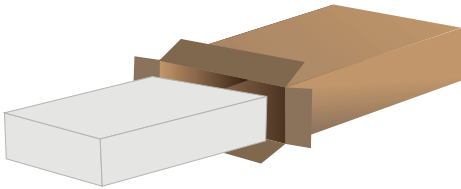
360W - Type5
DLC Premium

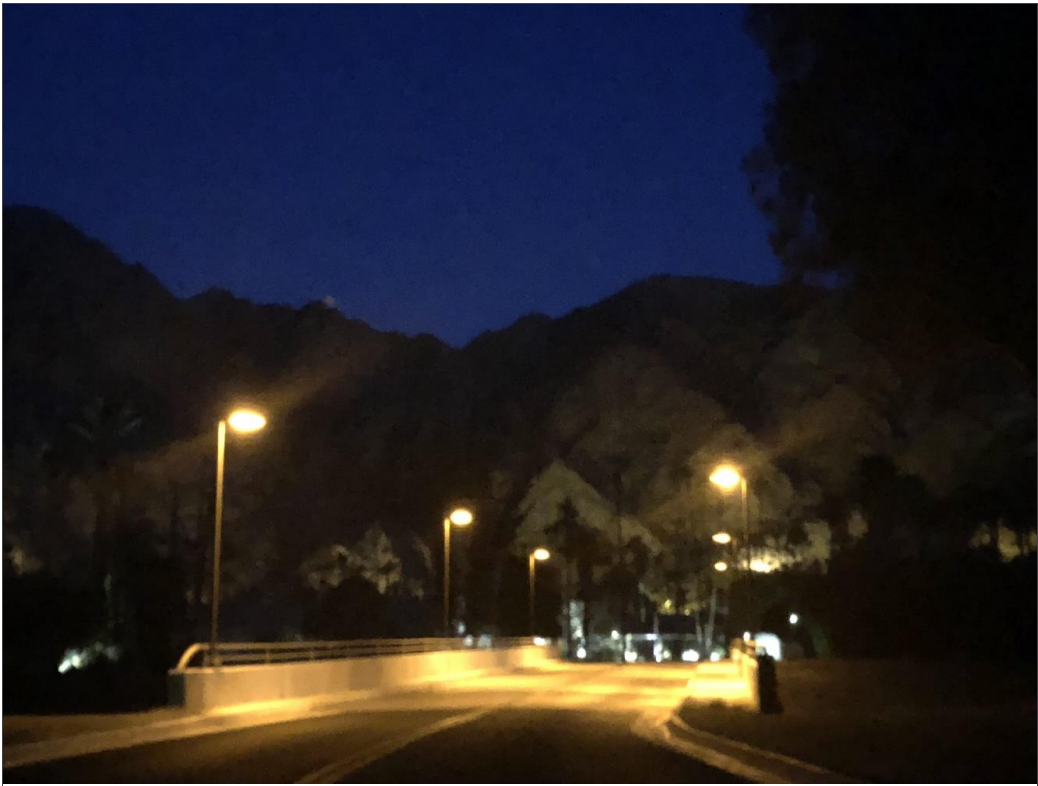


Illuminance at a Distance		Beam Width	
Center Beam Fc	Beam Width	Center Beam Fc	Beam Width
5.0ft	681 ft	14.8 ft	14.5 ft
10.0ft	170 ft	29.7 ft	29.0 ft
15.0ft	75.7 ft	44.5 ft	43.4 ft
20.0ft	42.6 ft	59.4 ft	57.9 ft
25.0ft	27.3 ft	74.2 ft	72.4 ft
30.0ft	18.9 ft	89.1 ft	86.9 ft
Vert. Spread: 112.1°		Horiz. Spread: 110.7°	

PACKAGE

Case Qty 1 pc





IMG_2815

STAFF REPORT

DATE: May 11, 2023
TO: Honorable FAMD Board Members
FROM: FAMD District Manager
SUBJECT: General Maintenance Services

SUMMARY:

The district manager is requested the board of directors approve a general maintenance contract with Associa on Call for an amount not to exceed \$4,999.00 per fiscal year.

FISCAL IMPACT:

Up to \$4,999.00

RECOMMENDATIONS

Approve the district manager to enter into a contract with Associa on Call for general maintenance services for an amount not to exceed \$4,999.00.

STAFF REPORT

DATE: May 11, 2023

TO: Honorable FAMD Board Members

FROM: FAMD District Manager

SUBJECT: Upgrade to multiple cameras, recording device and addition monitors

SUMMARY:

The Board of Directors gave direction to the district manager to upgrade signs that were in need of replacement. Since the beginning of the calendar year the sign replacements have exceeded the district managers third party vendor authority.

The district manager is request that the Board of Directors approve an amendment to the Desert Resort Management contract for a supplemental appropriation to approve the cost of the sign replaced and to enter into a direct maintenance contract with Sign-a-Rama for future sign maintenance and replacement. The amount of the contract would not exceed \$4,999.00.

FISCAL IMPACT:

Supplemental Appropriation for DRM's contract amendment: \$3,411.03

Billing code	Description	Quantity	Unit price	Amount	
DIRECTPASS	Signarama 117361	1.00	927.43	927.43	
DIRECTPASS	Signarama 117363	1.00	666.98	666.98	
DIRECTPASS	Signarama 117536	1.00	994.49	994.49	
DIRECTPASS	Signarama 117583	1.00	822.13	822.13	
Subtotal amount					Total
3,411.03		0.00	0.00 USD		3,411.03

Maintenace agreement with Sign-a-Rama not to exceed \$4,999.00.

RECOMMENDATIONS

- Approve a supplemental appropriation with an amended contract for Desert Resort Management of \$3,411.03.
- Approve a maintenance contract with Sign-a-Rama for sign replacement and maintenance.

**AMENDMENT NO. 5
TO THE PROFESSIONAL SERVICES AGREEMENT FOR
MANAGEMENT SERVICES
BETWEEN
FIRE ACCESS MAINTENANCE DISTRICT NO. 1 OF THE CITY OF INDIAN WELLS
AND
DESERT RESORT MANAGEMENT, INC.**

1. Parties and Date.

This Amendment No. 5 to the Professional Services Agreement for Management Services is made and entered into as of this 1st day of July, 2022 by and between the Fire Access Maintenance District No. 1 of the City of Indian Wells ("FAMD") and Desert Resort Management, Inc., a California Corporation with its principal place of business at 42-635 Melanie Place, Ste. 103, Palm Desert, CA 92211 ("Consultant"). FAMD and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

2. Recitals.

2.1 Agreement. FAMD and Consultant have entered into an agreement entitled "Professional Services Agreement Management Services" dated July 1, 2018 ("Agreement") for the purpose of retaining the services of Consultant to provide FAMD with professional management services.

2.2 Previous Amendments. FAMD and Consultant amended the Agreement by three previous amendments dated October 11, 2018, May 5, 2020, and April 1, 2021.

2.3 Amendment Purpose. FAMD and Consultant desire to extend the Agreement from July 1, 2022 to June 30, 2023 and clarify Consultant reimbursement for costs and expenses in Section 3.3.3.

2.4 Amendment Authority. This Amendment No. 5 is authorized pursuant to Section 3.5.16 of the Agreement.

3. Terms.

3.1 Amendment. Section 3.3.3 of the Agreement is hereby amended in its entirety to read as follows:

"3.3.3 Reimbursement for Costs and Expenses. Consultant shall be reimbursed for repair and maintenance costs, including, but not limited to, expenses at the rates set forth in Exhibit "B" attached hereto and incorporated herein by reference. If a cost or expense is not listed in Exhibit "B," Consultant shall be reimbursed for the actual cost of such expense. Consultant shall submit to

FAMD a monthly itemized invoice for all costs and expenses. FAMD shall, within forty-five (45) days of receiving such invoice, review such invoice and pay all authorized charges thereon. Consultant's monthly compensation for costs and expenses under this Section 3.3.3 shall not exceed \$10,000.00 for the fiscal year and shall not exceed \$5,000.00 in any given month."

3.2 Agreement Extension. FAMD and Consultant extended the term of the Agreement, as authorized pursuant to the terms of the Agreement, on three (3) previous occasions, from July 1, 2019 to June 30, 2020, July 1, 2020 to June 30, 2021 and July 1, 2021 to June 30, 2022. The term of the Agreement is hereby extended from July 1, 2022 to June 30, 2023 ("Fourth Extension").

3.3 Continuing Effect of Agreement. Except as amended by this Amendment No. 5, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Amendment No. 5. From and after the date of this Amendment No. 5, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 4.

3.4 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 5.

3.5 Severability. If any portion of this Amendment No. 5 is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

[Signatures on Next Page]

**SIGNATURE PAGE FOR AMENDMENT NO. 4 TO
THE PROFESSIONAL SERVICES AGREEMENT FOR
MANAGEMENT SERVICES
BETWEEN
FIRE ACCESS MAINTENANCE DISTRICT NO. 1 OF THE CITY OF INDIAN WELLS
AND
DESERT RESORT MANAGEMENT, INC.**

IN WITNESS WHEREOF, FAMD and Consultant have entered into this Amendment No. 4 as of the date first set forth hereinabove.

**FIRE ACCESS MAINTENANCE
DISTRICT NO. 1 OF THE CITY OF
INDIAN WELLS**

Approved By:

SCOTT MATAS
DISTRICT MANAGER

KEN SEUMALO
PUBLIC WORKS DIRECTOR

CHRISTOPHER FREELAND
CITY MANAGER

Attested By:

ANGELICA AVILA
CITY CLERK

Approved as to Form:

FOR
BEST, BEST & KRIEGER, LLP
DISTRICT LEGAL COUNSEL

**DESERT RESORT MANAGEMENT,
INC.**

Signature

MARK DODGE
Name

BRANCH PRESIDENT AND CEO
Title

Date

Signature

Name

Title

Date