



**AGREEMENT FOR  
CITYWIDE LANDSCAPE MAINTENANCE SERVICES**

**1. PARTIES AND DATE.**

This Agreement is made and entered into this **18<sup>th</sup>** day of **December, 2014**, by and between the **City of Indian Wells**, a municipal corporation of the State of California, located at 44-950 Eldorado Drive, Indian Wells, California 92210-7497, County of Riverside, State of California, (hereinafter referred to as "City") and **Vintage Associates, Inc.**, a **California Corporation** with its principal place of business at **78-755 Darby Road Bermuda Dunes, CA 92201** (hereinafter referred to as "Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

**2. RECITALS.**

**2.1 Contractor.**

Contractor desires to perform and assume responsibility for the provision of certain maintenance services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing **landscape maintenance** services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that is familiar with the plans of City.

**2.2 Project.**

City desires to engage Contractor to render such services for **Citywide Landscape Maintenance** ("Project") as set forth in this Agreement.

**3. TERMS.**

**3.1 Scope of Services and Term.**

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

Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from **July 1, 2015 to June 30, 2020**, unless earlier terminated as provided herein. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

### **3.2 Responsibilities of Contractor.**

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

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

3.2.4 City's Representative. The City hereby designates **Public Works Director** or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

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

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

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

3.2.8 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

### 3.2.9 Insurance.

3.2.9.1 Time for Compliance. Contractor shall not commence Work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this section.

3.2.9.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability*: \$1,000,000 per occurrence /\$2,000,000 in the aggregate, for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 per accident/\$1,000,000 in the aggregate for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease.

3.2.9.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, employees, agents

and volunteers shall be covered as additional insured with respect to the Work or operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.

(B) Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Contractor.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents and volunteers.

3.2.9.4 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents and volunteers.

3.2.9.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Contractor shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its

directors, officials, officers, employees, agents and volunteers; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.2.9.6 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VII, licensed to do business in California, and satisfactory to the City.

3.2.9.7 Verification of Coverage. Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

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

3.2.11 Bonds.

### **3.3 Fees and Payments.**

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total annual compensation shall not exceed **Five Hundred Seventy-four Thousand Nine Hundred Ten and 00/100 Dollars (\$574,910)** without written approval of City's designee. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Prevailing Wages. Prevailing Wages. Contractor is aware of the requirements of California Labor Code Sections 1720, et seq., and 1770, et seq., as well

as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. As a "Chartered" city, the City of Indian Wells requires the payment of prevailing wages only for specifically funded projects. **The project included in this contract DOES NOT REQUIRE THE PAYMENT OF PREVAILING WAGES.** Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.3.3 Payment of Compensation. Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

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

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

### **3.4 Accounting Records.**

3.4.1 Maintenance and Inspection. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

### **3.5 General Provisions.**

#### 3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying

the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

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

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

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

**CONTRACTOR:**

**Vintage Associates, Inc.  
78-755 Darby Road  
Bermuda Dunes, CA 92201  
Attn: Gregory A. Gritters**

**CITY:**

City of Indian Wells  
44-950 Eldorado Drive, Indian Wells  
California 92210-7497  
Attn: Public Works Director

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

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

#### 3.5.4 [INTENTIONALLY OMITTED]

3.5.5 Indemnification. Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages and attorney's fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its directors, officials, officers, employees, agents or volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse City and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents or volunteers.

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

3.5.7 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County.

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

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

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

3.5.11 Assignment or Transfer. Contractor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

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

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

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

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

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

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

3.5.18 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be

limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

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

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

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

### **3.6 Subcontracting.**

3.6.1 Prior Approval Required. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

**CITY OF INDIAN WELLS**

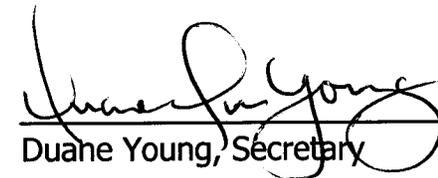
**VINTAGE ASSOCIATES, INC.**

By:   
Wade McKinney, City Manager

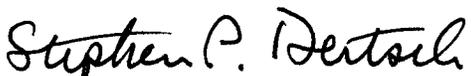
By:   
Gregory A. Gritters, President

*Attest:*

By:   
Anna Grandys, Chief Deputy City Clerk

By:   
Duane Young, Secretary

*Approved as to form:*

By:   
Stephen P. Deitsch, City Attorney

*Recommended for Approval:*

By:   
Ken Seumalo, P.E., Public Works Director

**EXHIBIT "A"**

**SCOPE OF MAINTENANCE SERVICES**

Contractor shall provide landscape maintenance services on the areas described below:

<b>Code</b>	<b>General Fund Description</b>
GF-1	Cook St medians from Fairway Dr to Hwy 111 and from Hwy 111 to Fred Waring Dr, Cook St west side parkway from Fairway Dr to 450' north, and Cook St eastside parkway from 150' north of Palisades Pl to 300' north of Palisades Pl
GF-2	The north east corner of Hwy 111 and Cook St (the Gove Gate)
GF-3	The parkway on the west side of Rancho Palmeras Dr from Hwy 111 to approximately 275' north of Stardust Ln
GF-4	The medians of Rancho Palmeras Dr from Palm Shadow Dr to Hwy 111
GF-5	The Civic Center complex at the north east corner of Eldorado Dr and Hwy 111
GF-6	The medians on Eldorado Dr from 200' north of Altamira to the Whitewater River
GF-7	The south west corner lot at Eldorado Dr and Fred Waring Dr (Eldorado Park), and the parkway on the eastside of Eldorado Dr from the Whitewater River to 155' north
GF-8	The parkway on the east side of Eldorado Dr from the Civic Center to the Whitewater River
GF-9	The medians on Osage Tr from Cielito Dr to Apache Rd
GF-10	The parkway on Indian Wells Ln north of Pala Palms Dr
GF-11	The parkway on the south side of Hwy 111 from Rancho Palmeras Dr to 500' west
GF-14	The live windbreak on the north side of Hwy 111 from 1,150' west of Miles Ave to 2,200 east of Miles Ave (includes parkway/bus shelter landscaping at NW corner of Miles/Hwy 111)
GF-15	All medians and parkway of Miles Ave from Elkhorn Trl to Washington St
GF-17	The parkway on the west side of Cook St from Fred Waring Dr to 430' south, and the "mini park" at the south west corner of Fred Waring and Cook St
GF-20	The parkway on the south side of Fred Waring Dr from Eldorado Dr to Elkhorn Tr and the parkway on the west side of Elkhorn Tr from Miles Ave to Fred Waring Dr
GF-22	The parkway on the north side of Shasta Ln from Delgado Dr to 300' east; the parkway on the west side of Manitou Dr from Comanche Ln to Delgado Dr; and the north east parkway (corner cut-off) at the intersection of Manitou Dr and Tribecca
GF-23	The parkway of the south side of Delgado Dr from Gurley Dr to 500' west
GF-24	The medians of Hwy 111 from Village Center Dr to east City limits
GF-25	The turf within the Whitewater River south of Fred Waring extending to the first drop structure
GF-26	The parkway along the east side of Warner Tr adjacent to the Indian Wells Tennis Garden Event Park Lot
GF-27	The parkway at the termination (west end) of Desert Park Dr

Zone	Landscape District Description
A-1	The parkway on west side of Eldorado from 100' south of Camino Cielo to Altamira, and parkway on east side of Eldorado from 100' south of Via Montelena to 150' north of Fairway
A-2	The parkway on west side of Rancho Palmeras from 250' north and south parkways of Stardust from Rancho Palmeras to 100' west, and the 220' long westerly parkway of Stardust/Montecito
A-8	The parkway on north side of Hwy 111 from 300' east of Eldorado Dr to 2,600' east of Indian Wells Ln (end of SW), and both parkways and the median of Indian Wells Ln from Hwy 111 to 600' north (beginning of roundabout)
A11A	The parkway south side of Hwy 111 from Indian Wells Ln to Club Dr
A11C	The parkways on both the east and west sides of Club Dr from Hwy 111 to 60' north of guard house
A19	The parkway on south side of Hwy 111 from 500' east of Manitou to 1,600' east of Manitou (frontage of Tr 26595, Mt Gate)
A20	The parkway on south side of Hwy 111 from 180' east of Manitou to 500' east of Manitou (frontage of TR 27747-1, Mt Gate Estates)
A21	The parkway on south side of Hwy 111 from 1,600' east of Manitou to Mt Cove Dr (frontage of TR 29502, Villaggio)
A22	The parkway on south side of Hwy 111 from Manitou to 180' east (frontage of TR 27747, The Estates)
A23	The parkway on south side of Hwy 111 from Eldorado to 2,000' east, and parkway on east side of Eldorado from Hwy 111 to 30' north of Via Montelena (frontage of TR 31200, Montelena)
C	The parkway on the south side of Hwy 111 from Manitou to 1,950' west (frontage of TR 24625, Colony)
D	The parkway on the south side of Hwy 111 from 400' east of Club Drive to 750' east of Club Drive (frontage of PM 264940, Colony Estates)

**EXHIBIT "B"**

**SCHEDULE OF MAINTENANCE SERVICES**

The term of this Agreement shall commence July 1, 2015 to July 30, 2020, and shall remain in full force until terminated as provided herein.

**EXHIBIT "C"**

**COMPENSATION**

The total annual compensation shall not exceed Five Hundred Seventy-four Thousand Nine Hundred Ten and 00/100 Dollars (\$574,910) based on the following rates:

<b>General Fund Area</b>	<b>Yearly Amount \$</b>
GF-1	18,480
GF-2	11,220
GF-3	2,640
GF-4	9,900
GF-5	40,920
GF-6	25,080
GF-7	5,280
GF-8	9,240
GF-9	11,220
GF-10	3,300
GF-11	3,630
GF-14	6,600
GF-15	49,430
GF-17	3,630
GF-20	1,150
GF-22	20,040
GF-23	2,400
GF-24	3,000
GF-25	2,100
GF-26	750
GF-27	300
<b>Total General Fund</b>	<b>\$230,310</b>

<b>Landscape Districts</b>	<b>Yearly Amount \$</b>
Zone A1 (84.01)	17,200
Zone A2 (84.02)	8,400
Zone A8 (84.08)	98,550
Zone A11A (84.11)	15,300
Zone A11C (84.11)	3,450
Zone A19 (84.19)	25,900
Zone A20 (84.21)	8,550
Zone A21 (84.22)	69,500
Zone A22 (84.23)	2,650
Zone A23 (84.24)	46,200
Zone C (84.15)	41,250
Zone D (84.17)	7,650
<b>Total Landscape Districts</b>	<b>\$344,600</b>

The following rates apply to labor and materials, and extra work:

**Labor – Hourly Rates (all inclusive)**

<u>Title</u>	<u>Regular Rate</u>	<u>Overtime Rate</u>
1. Supervisor	\$ <u>45</u>	<u>N/A</u>
2. Laborer	<u>26</u>	\$ <u>39</u>

3. Tree Trimmer	<u>50</u>	<u>75</u>
4. Irrigation Technician	<u>26</u>	<u>39</u>
5. Pesticide Application	<u>75</u>	<u>75</u>
6. Irrigation Foreman	<u>30</u>	<u>45</u>

**Plant Material – Complete and In Place**

<u>Item</u>		<u>Unit Cost</u>
1. Turfgrass	Seeded	\$ <u>1</u> /sf
2. Annual Color		<u>28</u> /flat
3. Ground Cover		<u>32</u> /flat
4. 1-gallon Shrubs		<u>9</u> /each
5. 5-gallon Shrubs		<u>26</u> /each
6. 15-gallon Shrubs		<u>82</u> /each
7. 15-gallon Tree		<u>94</u> /each
8. 24" box Tree		<u>350</u> /each
9. Palm Tree Trimming—Tall		<u>30</u> /each