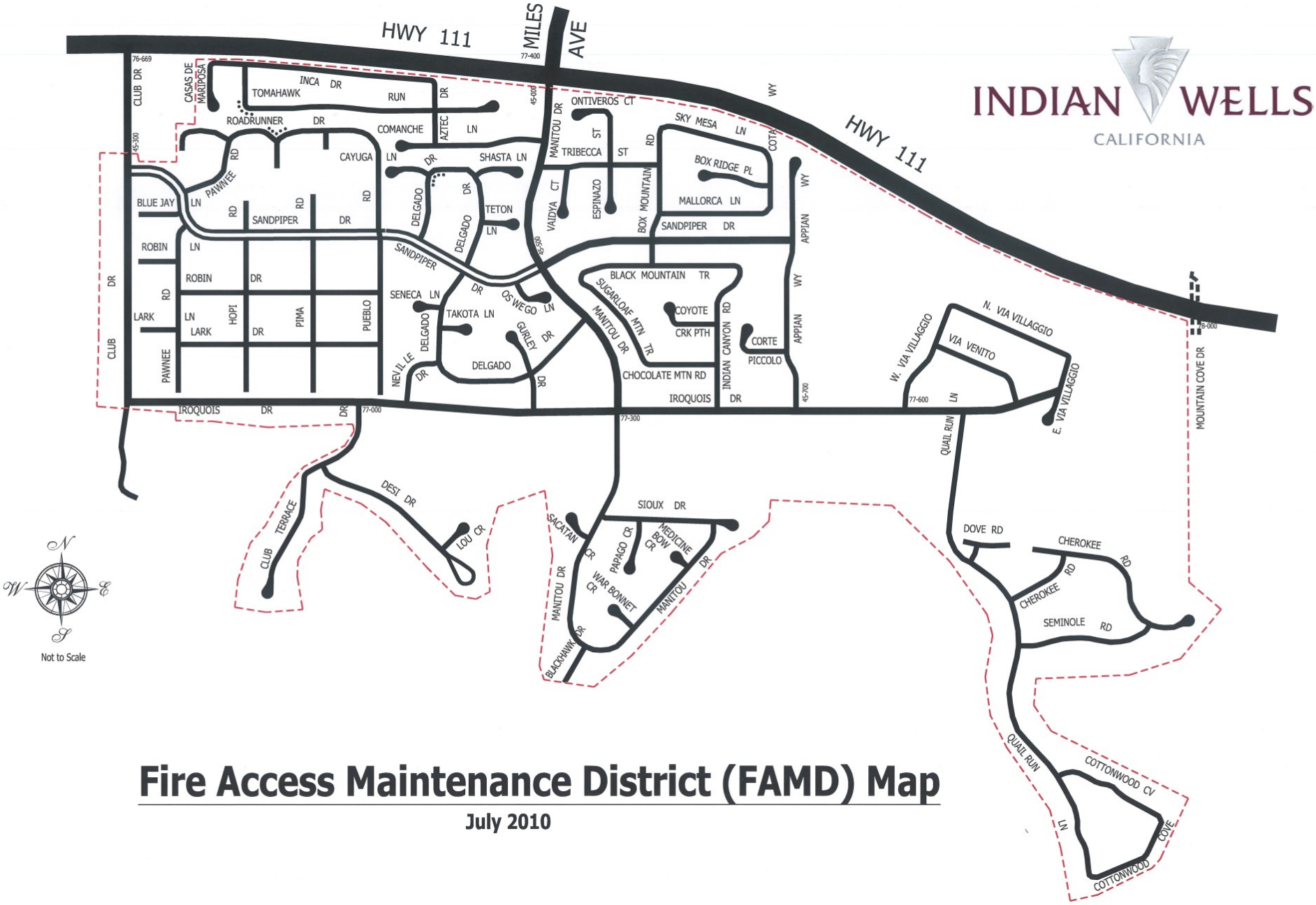
INDIAN WELLS COUNTRY CLUB COMMUNITY
FIRE ACCESS MAINTENANCE DISTRICT (FAMD) NO. 1

BOARD OF DIRECTORS MEETING
March 12, 2026
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

O:\Bondie\FAMD\FAMD Sub District Map.dwg, Tabloid PDF No Aerial, 7/13/2010 1:24:52 PM, Adobe PDF.pc3

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

BOARD OF DIRECTORS 2026

Director	Term Ends
Name: Kurt Yeager (Chairperson) Phone: (949) 632-6157 Email: ekurty01@gmail.com	February 28, 2029
Name: Steve Nozet (Secretary) Phone: (925) 698-4632 Email: nozetsteve@gmail.com	February 28, 2029
Name: Tony Trocino (Director) Phone: (310) 963-3428 Email: trotony7@gmail.com	February 28, 2030
Name: Bruce Morgan (Director) Phone: (406) 370-1224 Email: bkmzenmaster@gmail.com	February 28, 2029
Name: Mark Butier Jr. (Director) Phone: Email: jrbutier@butier.com	February 28, 2030
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 Agenda
Thursday March 12, 2026 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**
   Chair - Kurt Yeager
   Director – Steve Nozet
   Director – Tony Trocino
   Director – Mark Butier
   Director – Bruce Morgan
   IWCC Representative – Dennis Coker

2. **PLEDGE OF ALLEGIANCE**

3. **APPROVAL the AGENDA**
   March 12, 2026 **Page(s) 4-5**

4. **OFFICER ORGANIZATION** **Page(s) 6-11**

5. **PUBLIC COMMENTS**
   All persons wishing to address the FAMD Board will be called on during this section of the meeting by the Chairman. 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.

6. **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; February 12, 2026 **Page(s) 12-13**
   b. Financials; February 2026 **Page(s) 14-15**

7. **SECURITY REPORT**
   a. March 2026 Security Report **Page(s) 17-19**

8. **OLD BUSINESS**
   a. Security Services Ad Hoc Committee Update **Page(s) 20-31**
   b. Emergency Gate Ad Hoc Committee - Appoint Committee **Page(s) Verbal**

c. Desert Resort Management Agreement Amendment **Page(s) 32-52**
d. Striping Project **Page(s) 53-70**

9. NEW BUSINESS

10. FAMD DISTRICT MANAGERS REPORT

a. Gate Repairs

11. BOARD MEMBERS COMMENTS

12. ANNOUNCEMENTS

The next Board of Directors meeting is scheduled for April 9, 2026.

13. 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 March 9, 2026, I caused to be posted a notice of a FAMD #1 Board Meeting to be held on Thursday March 12, 2026, at 10:00 A.M., in person in the City Council Chamber's.

_____

CHAPTER 3.05 ELECTION OF CHAIRPERSON AND DUTIES

Sections:

3.05.010 Election and Term of Office.
3.05.020 Duties and Responsibilities of the Chairperson.

3.05.010 ELECTION AND TERM OF OFFICE.

The FAMD has a six (6) member Board of Directors. Six (5) of the six (6) members of the Board of Directors are elected at large to four (4) year terms; the sixth (6th) member of the Board of Directors shall represent the Indian Wells Country Club and shall at all times be the Club Manager or their designated representative. The Chairperson is elected by the Board during the March meeting of the Board for a one (1) year term. The Chairperson can be changed at any time through a majority vote of the Board. The Chairperson remains as one member of the Board and has no rights or authority different from any member of the Board. [City Council Resolution No. 2017-32, 06/23/2017]

3.05.020 DUTIES AND RESPONSIBILITIES OF THE CHAIRPERSON.

The duties and responsibilities of the Chairperson are as follows:

3.05.020(a) Presiding Officer.

Acts as Presiding Officer at all Board Meetings assuring the meetings are conducted in an orderly manner and in accordance with legal requirements.

3.05.020(b) Ceremonial Head or Representative.

Acts as the ceremonial head or representative of the FAMD at any District events.

3.05.020(c) Spokesperson for the Board.

Acts as spokesperson for the Board when appropriate media or external organization requests are made.

3.05.020(d) Signatory Function.

Acts as signatory to all documents requiring Board execution.

3.05.020(e) Unofficial Appointments.

Makes appointments to Ad Hoc and special advisory committees that do not have official advisory capacity.

3.05.020(f) Declarations and Proclamations.

Makes declarations, extends official recognition of groups or events and issues proclamations.

3.05.020(g) Preparation of the Agenda for the Meetings of the Board.

The Chairperson shall prepare an agenda for each meeting with input of the Board Secretary.

CHAPTER 3.06 ELECTION OF THE VICE-CHAIRPERSON AND DUTIES

Sections:

3.06.010 Election and Term of Office.
3.06.020 Duties and Responsibilities of the Vice Chairperson.

3.06.010 ELECTION AND TERM OF OFFICE.

The Vice Chairperson is elected by and serves at the pleasure of the FAMD Board of Directors. All five (5) elected members of the Board of Directors are elected at large to four (4) year terms; the sixth (6th) member of the Board of Directors shall represent the Indian Wells County Club and shall at all times be the Club Manager or their designated representative. The Vice Chairperson is selected by the Board during the March meeting of the Board for a one (1) year term. The Vice Chairperson can be changed at any time through a majority vote of the Board. The Vice Chairperson remains as one member of the Board and has not rights or authority different from any member of the Board. [City Council Resolution No. 2017-32, 06/23/2017]

3.06.020 DUTIES AND RESPONSIBILITIES OF THE VICE CHAIRPERSON.

The duties and responsibilities of the Vice Chairperson are as follows:

3.06.020(a) Presiding Officer in the Chairperson's Absence.

In the Chairperson's absence, acts as the Presiding Officer at all Board meetings assuring all meetings are conducted in an orderly manner, and in accordance with legal requirements.

3.06.020(b) Ceremonial Head in the Chairperson's Absence.

In the Chairperson's absence, acts as the ceremonial head or representative of the FAMD at various District affairs.

3.06.020(c) Spokesperson for the Board in the Chairperson's Absence.

In the Chairperson's absence, acts as spokesperson for the Board.

3.06.020(d) Signatory Function in Chairperson's Absence.

In the Chairperson's absence, acts as signatory to all documents requiring Board execution.

3.06.020(e) Unofficial Appointments in Chairperson's Absence.

In the Chairperson’s absence, makes appointments to Ad Hoc and special committees.

3.06.020(f) Preparation of the Agenda for the meetings of the Board.

In the Chairperson's absence, Vice Chairperson shall prepare an agenda for each meeting with input from the Board Secretary.

CHAPTER 3.07 ELECTION OF THE SECRETARY AND DUTIES

Sections:

3.07.010 Election and Term of Office.
3.07.020 Duties and Responsibilities of the Secretary.

3.07.010 ELECTION AND TERM OF OFFICE.

The Secretary is elected by and serves at the pleasure of the FAMD Board of Directors. All five (5) elected members of the Board of Directors are elected at large to four (4) year terms; the sixth (6th) member of the Board of Directors shall represent the Indian Wells Country Club and shall at all times be the Club Manager or their designated representative. The Secretary is selected by the Board during the March meeting of the Board for a one (1) year term. The Secretary can be changed at any time through a majority vote of the Board. The Secretary remains as one member of the Board and has no rights or authority different from any member of the Board. [City Council Resolution No. 2017-32, 06/23/2017]

3.07.020 DUTIES AND RESPONSIBILITIES OF THE SECRETARY.

The duties and responsibilities of the Secretary are as follows:

3.07.020(a) Presiding Officer in the Chairperson and Vice Chairperson's Absence.

In the Chairperson and Vice Chairperson's absence, acts as the Presiding Officer at all Board meetings assuring all meetings are conducted in an orderly manner, and in accordance with legal requirements.

3.07.020(b) Preparation and Posting of Agendas.

The Secretary shall prepare an agenda with the Chairperson for each meeting of the Board and cause it to be published and posted in accordance to section 3.01.020(a).

3.07.020(c) Minutes.

The Secretary shall keep minutes of the meetings and on the decisions made at such meetings and the minutes shall be agendized, reviewed and signed at the following Board meeting. The Secretary shall sign the approved minutes and forward a copy to the City Liaison's office within ten (10) days of approval.

3.07.020(d) Procedural Responsibilities.

The Secretary shall be responsible for ensuring that Board procedures including those prescribed by law are followed and that the proper conduct is maintained at all official meetings. The Secretary shall be responsible for transmitting copies of all official FAMD Documents to the City Liaison's office and shall duly be responsible for maintaining all District records.

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

BOARD OF DIRECTORS MEETING

MINUTES
February 12, 2026

1. **CALL TO ORDER**
   Chair Kurt Yeager called meeting to order at 10:00 A.M.

   ROLL CALL
   PRESENT: Chair - Kurt Yeager
   Secretary – Steve Nozet
   Director - Tony Trocino
   Director – Bruce Morgan
   IWCC Representative – Dennis Coker

   ABSENT: Vice Chair – Margaret "Marge" Barry

   ALSO, PRESENT: District Manager Scott Matas (Desert Resort Management/ Associa),
   Dina Purvis (City of Indian Wells, Public Works Director),
   Mark Dodge (Branch President, Desert Resort Management/ Associa)
   Jennifer Guglielmo (Senior Accountant, Desert Resort Management/ Associa)
   Mark Butier (Newly Elected FAMD Director)
   Paul Stotesbury (Director of Security, Allied Universal)

2. **PLEDGE OF ALLEGIANCE**

3. **APPROVAL OF THE FINAL AGENDA**
   A motion was made by Director Steve Nozet and a 2nd by Director Bruce Morgan to approve the agenda for the February 12, 2026. Motion carried 5/0.

4. **PUBLIC COMMENTS**
   One member of the community attended the meeting (Marcos – Sandpiper #11) no comments were made.

5. **CONSENT CALENDAR**
   a. Minutes; January 8, 2026
   b. Financials; January 2026

   A motion was made by Director Tony Trocino and a 2nd by Director Steve Nozet to approve the Consent Calendar. Motion carried 5/0.

6. **SECURITY REPORT**
   a. November 2025 Security Report

Director of Security (DOS) Paul Stotesbury presented the monthly security report and answered questions.

7. OLD BUSINESS

a. Security Services Ad Hoc Committee Update
The Committee reported that it received nine proposals and has narrowed the interview list to three firms. The Committee will provide a recommendation at the March meeting.

b. Emergency Gate Ad Hoc
Director Trocino reported that he was able to obtain documents outlining the responsibility for the emergency access gates. The Chair noted that the committee will need to be reappointed due to Marge Barry not being re-elected to the Board. Once the new appointments are made, the committee will review the documents.

8. NEW BUSINESS

a. 2026 Election Results
The Board was presented with the official certified election results from the City Clerk's Office.

A motion was made by Director Bruce Morgan and a 2nd by Director Dennis Coker to accept the certified election results. Motion carried 5/0.

b. Desert Resort Management (DRM) – Contract Amendment
The Board of Directors were presented with a contract amendment by the finance department to have DRM assume financial accounting and payables for the FAMD.

A motion was made by Director Bruce Morgan and a 2nd by Director Tony Trocino to table the item until the March meeting to allow time for the new board member to review. Motion carried 5/0.

c. Striping Project
The Board was notified that the contractor for the striping project was unable to qualify with he proper insurance. The District Manager explained that it will need to be rebid.

9. DISTRICT MANAGER REPORT

The District Manager reported and answered questions regarding a gate repairs and transponders.

10. BOARD MEMBER COMMENTS – None

11. ANNOUCEMENTS

The next regularly scheduled meeting of the Fire Access Maintenance District Board of Directors will be held at 10:00 A.M., on march 12, 2026, in person at the City of Indian Wells council chambers.

12. ADJOURNMENT

There being no more business the meeting was adjourned by Chair Kurt Yeager at 10:56 A.M.

Respectfully Submitted, Scott Matas, District Manager

Attested to: _____ Date: _____
Kurt Yeager, FAMD Chair

YEAR-TO-DATE BUDGET REPORT
FEBRUARY 2026

FOR 2026 08

ACCOUNTS FOR: 209 F.A.M.D. #1	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
2090000 F.A.M.D. #1							
2090000 411100 CYSecPrpTx	-431,500	-431,500	-211,384.48	.00	.00	-220,115.52	49.0%
2090000 411200 CYUnsPrpTx	-10,800	-10,800	-10,727.43	.00	.00	-72.57	99.3%
2090000 411300 PYPrpTx	-4,100	-4,100	-26.78	.00	.00	-4,073.22	.7%
2090000 411400 RollPrpTx	-7,800	-7,800	-1,480.16	.00	.00	-6,319.84	19.0%
2090000 421100 Fire Acces	-1,785,700	-1,785,700	-1,019,642.08	.00	.00	-766,057.92	57.1%
2090000 451100 Invst Earn	-68,400	-68,400	-9,855.00	.00	.00	-58,545.00	14.4%
2090000 461500 PropTxRelf	-18,500	-18,500	-699.10	.00	.00	-17,800.90	3.8%
2090000 486300 Misc Rev	-3,100	-3,100	-1,385.00	-560.00	.00	-1,715.00	44.7%
TOTAL F.A.M.D. #1	-2,329,900	-2,329,900	-1,255,200.03	-560.00	.00	-1,074,699.97	53.9%
2098601 F.A.M.D. Program							
2098601 531000 Prof Svcs	156,100	156,100	66,386.12	59,019.87	56,909.88	32,804.00	79.0%
2098601 533000 Contr Svcs	1,102,500	1,102,500	646,551.89	112,491.54	428,473.71	27,474.40	97.5%
2098601 542000 Utilities	37,000	37,000	14,521.76	3,210.11	16,698.24	5,780.00	84.4%
2098601 544000 Bldg&GrMnt	157,000	155,900	42,713.01	9,688.57	39,138.52	74,048.47	52.5%
2098601 545000 Infrastruc	125,000	127,000	84,472.64	21,118.16	42,527.36	.00	100.0%
2098601 552000 Communicat	20,100	20,100	11,902.70	1,267.25	7,797.30	400.00	98.0%
2098601 561000 Office Exp	3,600	3,600	.00	.00	.00	3,600.00	.0%
2098601 563000 Opr Matrls	1,700	2,800	945.75	.00	1,842.65	11.60	99.6%
2098601 591600 IndrctCost	15,000	15,000	7,500.00	.00	.00	7,500.00	50.0%
TOTAL F.A.M.D. Program	1,618,000	1,620,000	874,993.87	206,795.50	593,387.66	151,618.47	90.6%
2099929 FAMD Capital							
2099929 673100 ConstContr	0	212,122	.00	.00	.00	212,122.00	.0%
TOTAL FAMD Capital	0	212,122	.00	.00	.00	212,122.00	.0%
TOTAL F.A.M.D. #1	-711,900	-497,778	-380,206.16	206,235.50	593,387.66	-710,959.50	-42.8%
TOTAL REVENUES	-2,329,900	-2,329,900	-1,255,200.03	-560.00	.00	-1,074,699.97	
TOTAL EXPENSES	1,618,000	1,832,122	874,993.87	206,795.50	593,387.66	363,740.47	

BEGINNING FUND BALANCE 7/1/2025	910,643.30
CHANGE IN FUND BAL - NET OF REVENUES/EXPENSES	380,206.16
ENDING FUND BALANCE 1/31/2026	1,290,849.46

FAMD Financial Monthly Report	
Month: Janaury 2026	
Monthly Income	$560.00
Monthly Expenses	$206,795.50
Available Budget - Expenses	$151,618.47
Available Encumbered - Expenses	$593,387.66
Available Total Budgeted Expenses	$745,006.13
Operations Budget (Approved)	$1,620,000.00
Capital Budget (Actual)	$212,122.00
Total Projected Expendatures	$2,141,586.00
Assessed & Tax Collection Revenues	$2,329,900.00
FY Projected Balance	$709,900.00
Current Fund Balance	$1,290,849.46
Project Fund Balance End of FY 2025/26	$1,479,163.46

Projected FY 2025/26			
Revenue	$	2,329,900.00	
Expendatures	$	1,620,000.00	
Total	$	709,900.00	

Actual to YTD - December 2025			
Revenue	$	1,255,200.03	
Expenditure	$	874,993.87	
Total	$	380,206.16	

FAMD #1

INDIAN WELLS COUNTRY CLUB COMMUNITY

SECURITY REPORT

Paul A. Stotesbury
Site Security Director
February, 2026

February 9, 2026 - Manitou gate, bicyclist hit entry arm, dislocated arm, replaced no damage, no injury

February 18, 2026 – Manitou, wind blew palm tree down on golf course, maintenance notified, will handle

February 18, 2026 – Club Gate, wind damage to camera, signs and landscape, DRM notified

February 23, 2026 – Club Gate, vendor hit overhead, minor scratch, pictures and report to DRM

February 26, 2026 – Manitou Gate, H/O in exit gate hit by gate, no damage to either

FIRE DEPARTMENT/ PARAMEDICS

RESPONSES - 16 TRANSPORTS – 12

RSO

ROUTINE PATROL – 17 CALLS FOR SERVICE - 3

OPEN GARAGE DOOR – 36 OPEN OTHER DOORS – 21

CLUB HOUSE DOORS – 21 TRANSPONDERS INSTALLED – 145

Stats for 2018

Event	Jan.	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Access Denied	0	0	0	0	0	0	0	0	0	0	0		0
Alarm Checks-Security	1	1											2
Animal Control on site	0	0											0
Animal Issues	1	0											1
Burglaries	0	0											0
Thefts	0	0											0
Garage Doors Open	41	36											77
A Shift up to 1400 hrs	22	0											22
B Shift up to 2200 hrs	19	33											52
C shift after 2200 hrs	0	3											3
Doors Open (Other)	19	21											40
Golf Cart Issues	0	0											0
Homeowner Assist/Welfare Check	2	5											7
Landscape/Light Issues	0	2											2
Medical Response / Fire Dept.	19	16											35
Noise Issues	1	0											1
Other - Domestic Issue	0	0											0
Parking Issues	2	0											2
Public Utility Issue	0	1											1
Process Servers	6	3											9
Property Issues/Damage	2	7											9
Realtor Issues	0	0											0
Sheriff on Site	36	17											53
Alarm Response/Call In	3	3											6
Routine Patrol	33	14											33
Suspicious Events	0	1											1
Traffic/Street Issues	0	0											0
Vandalism	0	0											0
Vendor Issues	0	0											0
Water Issues	11	5											16

Indian Wells Country Club FAMD #1
Security Staffing Report

	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	Casarez, Jose	98	95	Security Officer	Sun/Thurs	2pm-10pm	8	40
2	Garcia, Dominick	4	4	Security Officer	Tues/Sat	2pm-10pm	8	40
3	Gonzalez, Gonzalo	45	27	Security Officer	Sun/Tues/Wed	2pm-10pm	8	24
4	Gray, Ken	41	41	Security Officer	Mon/Tues	2pm-10pm	8	16
5	Hernandez, Josue	19	19	Security Officer	Thurs/Sun	10pm-6am	8	40
6	Hosamane, Mahinder	149	199	Security Supervisor	Sun/Thurs	10pm-6am	8	40
7	Hullaby. Leticia	5	5	Security Officer	Wed/Sun	2pm-10pm	8	40
8	Lara, Marvin	152	151	Security Senior Supervisor	Mon/Sat	6am - 2pm	8	40
9	Lizarraga, Jesus	13	12	Security Officer	Thurs/Mon	6am-2pm	8	40
10	Parsons, Caleb	14	14	Security Officer	Wed/Sun	2pm/10pm	8	40
11	Pennington, Sandra	42	43	Security Officer	Fri/Mon	10pm-6am	8	32
12	Penny, Max	48	48	Security Officer	Tues/Sat	2pm-10pm	8	40
13	Perez, Helen	26	35	Security Officer	Wed/Sun	2pm-10pm	8	40
14	Rivas, Adam	12	12	Security Officer	Sat/Wed	varieas	8	40
15	Sandoval, Andrea	106	83	Security Officer	Sat-Wed	6am-2pm	8	40
16	Wright, Shawn	37	35	Security Supervisor	Tues/Sat	10pm-6am	8	40
17								
18	Stotesbury, Paul	126	92	Site Security Supervisor	Mon- Fri	Varies	8	40
19	Part Time			Security Officer		6am-2pm	8	16
	TOTALS	937	915					648
	AVERAGES	55.18	53.82					

Change Change

STAFF REPORT

DATE: March 12, 2026

TO: Honorable FAMD Board Members

FROM: FAMD District Manager

SUBJECT: Security Services

SUMMARY:

In April 2025, the Chair appointed an Ad Hoc Committee to review security service options in anticipation of the expiration of the five-year contract with Allied Universal Security on June 30, 2026. The Committee collaborated with the District Manager to prepare a comprehensive Request for Proposals (RFP), which was distributed to multiple qualified vendors and publicly posted on the PlanIt platform for advertisement.

The RFP period closed on January 16, 2026, at which time the District Manager received nine proposals. The Committee convened to review all submissions and subsequently shortlisted three firms for interviews:

247 Private Security
Securitas
Allied Universal Security

Interviews with the three firms were conducted on February 19, 2026. After completing the interviews and further evaluating qualifications, pricing, and overall service capabilities, the Committee determined that additional interviews were not necessary. The Committee reached a consensus to recommend that the Board of Directors award the new security services contract to Allied Universal Security.

ATTACHMENTS

RFP and amendments to the RFP
Proposal matrix
Proposals – are not attached due to the size of the files and were emailed to the Board for review.

FISCAL IMPACT:

Annual Contract Costs (Security Services Proposal)
Base Contract Costs (Excluding Fuel Escalation):

Fiscal Year	Annual Cost
2026–2027	$1,002,249 + Fuel
2027–2028	$1,032,317 + Fuel
2028–2029	$1,063,287 + Fuel
2029–2030	$1,095,186 + Fuel
2030–2031	$1,128,042 + Fuel
Total Five-Year Contract:	**$5,321,081 + Fuel**

Contingency Recommendation

A 5% contingency on a $5,321,081 contract equals approximately $250,000, which can be allocated as:

$50,000 per fiscal year (FY) over the five-year term
Intended to cover:

- Fuel price fluctuations (Approximately $850 per month)
- Holiday coverage
- Overtime pressures
- Other unforeseen operational cost impacts

Please note

1. **HOLIDAYS:** Allied Universal Security Services recognizes the following seven holidays: New Year's Day, Martin Luther King junior day, Presidents Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Indigenous People's Day, and Christmas Day. Security officers working on these days will be paid time and 1/2, the cost of which will be billed to the client at the OT/holiday rate.

*Pricing includes all required taxes and insurance, management cost, training, supervision, uniforms, security professional incentive performance awards program, 24 hours training, and 100% medical, dental, vision benefits to all officers after 60 days of assignment at FAMD/IWCC and 40 hours sick per year after 90 days of assignment at FAMD/IWCC (sick does not roll over into new year) And vacation policy after 90 days assignment at FAMD/IWCC as follows: 1-3 years = 1 week; 3-5 years = 2 weeks; 5+ years = 3 weeks.

*The billing rates are fixed for the first twelve (12) months of the initial term. After that, rates will increase annually based upon state-mandated wage increases on the anniversary of the Commencement Date by the greater of the applicable percentage increase or three percent (3%).

*Additionally, if Allied Universal's costs increase due to changes in taxes, wages, labor laws, employee benefits, insurance, workers' compensation, healthcare-related legislation, or other legally required employment costs, billing rates will be adjusted to reflect the full percentage increase in those costs. Allied Universal will provide notice to the client of any such rate changes.

The committee has requested that the contract not include software fees and even with the technology rebate of $10,000.00 the first year they are requesting a total of $11,940.00 be negotiated off the contract with no first-year rebate.

RECOMMENDATIONS

1. Approve the Ad Hoc Committees recommendation to negotiate a contract with Allied Universal
2. Negotiate a Contract based on the fiscal impact outlined.
3. Bring back a final contract for review no later than May 2026

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

Request for Proposals (RFP)

Security Services – Fire Access Maintenance District No. 1

RFP Release Date: November 18, 2025

Introduction

The Fire Access Maintenance District No. 1 (FAMD) is an agent of the City of Indian Wells and is located within the boundaries of the Indian Wells Country Club. FAMD is seeking proposals from qualified security service providers to deliver comprehensive security services including 24/7 guardhouse staffing. This RFP outlines the scope of services, proposal requirements, evaluation criteria, and submission instructions.

History

In 1973 the Indian Wells City Council approved the building of access control / security gates for the Indian Wells Country Club Community, making it a gated community. In as much as public streets may not have restricted access, the City of Indian Wells abandoned the streets and changed their status from public to private. Subsequently the City formed the "Fire Access Maintenance District #1" (FAMD) and imposed a special tax to pay for the maintenance of the streets, common area landscaping services, gate access control, security and limited street and landscape lighting.

The management of the FAMD is handled by Desert Resort Management. Scott Matas is the District Manager for the Indian Wells Country Club Community FAMD #1 and he can be reached by phone at 760/346 -1161 or via email at FAMD@drminternet.com . Unlike regular Homeowners Associations, the FAMD #1 is a subsidiary agency of the City of Indian Wells and subject to the provisions of the "Brown Act" as well as all of the same government standards and laws the City is bound by. The City has emergency right of way access to the Indian Wells Country Club Community (IWCCC) property at all times.

The FAMD is governed by six directors. Five directors are elected by the registered property owners of the IWCCC. The sixth director is the General Manager of the Indian Wells Country Club.

The FAMD's Board's primary responsibilities are:
Maintenance of our 13 1/2 miles of streets
Community access control and security patrol
Gatehouse maintenance
Common area landscaping and lighting.
There are just under 1000 private residences in the IWCCC with some 800 of them represented by 28 separate Home Owners Associations that operate separate and independent of the FAMD

The FAMD Board holds public meetings at the Indian Wells City Hall in the City Council chambers the second Thursday of each month at 1:30 PM. Residents and other interested parties are welcome and encouraged to participate.

FAMD Meeting Agendas and supporting materials are posted on this website as a courtesy; every effort is made to have all materials posted for review by 5:00 p.m. on the Monday prior to the regularly scheduled FAMD Board meeting date.

In accordance with the Brown Act, FAMD meeting agendas are physically posted outside of Indian Wells City Hall. A hard copy/paper form of all written materials are available in the lobby/reception area of City Hall for public review.

Timeline

RFP Release Date: November 18, 2025
Proposal Due Date: January 16, 2026
Administrative Review: January 16 - January 30, 2026
Board Subcommittee Review & Interviews: February 3 – February 27, 2026
Board of Directors Review & Award: March 12, 2026
Contract Start Date: July 1, 2026
Contract Term: Five (5) years with no optional extensions

Scope of Services

The selected contractor shall provide comprehensive security services for the Fire Access Maintenance District No. 1 (FAMD) in Indian Wells, California. Services shall include:

- 24/7 staffing of both guardhouses, including all weekends and holidays, without exception. Observed holidays and staffing levels will be outlined in the proposal.
- Confirm knowledge of ABDi software.
- Deployment of unarmed, uniformed security professionals to perform gate access control, community patrols, and other duties as outlined in the Standard Orders and Procedures for Security Services manual adopted by FAMD No. 1. (Exhibit A)
- Maintenance of a highly visible presence to deter vandalism, crime, and unauthorized access.
- Seasonal staffing adjustments as needed, with prior approval from the District Manager.
- Director of Security will attend and present a monthly summary report of events at the scheduled Board of Directors meeting.
- Submit a recommended staffing level based on the current staffing expectations.
- Propose an option of staffing cost/ savings if Club Gate was to not be staffed from 10:00 P.M. to 5:00 A.M.
- If not currently providing service outline a 30-day transition plan.

Staffing Expectations

- Director of Security (*May propose an off-site director but this person must be able to respond to the location within 15 minutes during normal business hours)*
- Shift Supervisors
- Security Officers
- Seasonal Security Officers (October–April)
- Security Vehicle (1 unit, fuel billed separately)

Compensation Structure

- Time-and-materials contract.
- Monthly invoicing with detailed progress reports. (Provide a sample invoice)
- Include projected annual budget (e.g., current contract is approx. $1.1m per year).
- Include provisions for state-mandated wage increases and holiday/overtime rates.

Insurance & Legal Requirements

- Commercial General Liability: $5M per occurrence
- Automobile Liability: $5M combined single limit
- Workers' Compensation & Employer's Liability: $1M per accident/disease
- Workers' Compensation Waiver of Subrogation Endorsement
- Endorsements for general, auto and workers compensation.
- Professional Liability (Errors & Omissions): $1M per claim and aggregate
- Proof of business registration with the City of Indian Wells or confirmation that a license will be purchased if awarded the contract.
- Compliance with California Labor Code and prevailing wage laws (if applicable)

Proposal Evaluation Criteria

- Experience with gated communities or similar districts
- Staffing plan and training protocols
- Technology use (e.g., patrol tracking, reporting systems)
- Cost competitiveness
- References and past performance

Submission Instructions

- Proposals must be submitted by January 16, 2026.
- Include all required documentation and pricing details.
- Submit proposals electronically to the District Manager Scott Matas at smatas@drminternet.com , by mail or in person at:

  Desert Resort Management
  Fire Access Maintenance District #1
  Attn: District Manager Scott Matas
  42-635 Melanie Place, Suite 103
  Palm Desert, CA 92211

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

AMENDMENT to
Request for Proposals (RFP)

Security Services – Fire Access Maintenance District No. 1

RFP Release Date: November 18, 2025

(Amendment completed on December 1, 2025 - amended language in red)

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- Director of Security will attend and present a monthly summary report of events at the scheduled Board of Directors meeting.
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- If not currently providing service outline a 30-day transition plan.

Staffing Expectations

- Director of Security (*May propose an off-site director but this person must be able to respond to the location within 15 minutes during normal business hours)*
- Shift Supervisors
- Security Officers
- Seasonal Security Officers (October–April)
- Security Vehicle (1 unit, fuel billed separately)

Staffing – 24 Hours 7 Days a week

- Manitou Gate will be staffed with one (1) supervisor and one (1) guard per shift
- Club Gate will be staffed with one (1) guard per shift
- One (1) vehicle patrol guard per shift
- Seasonal staffing November thru April – One additional day shift guard for a total of 56 hours per week. Currently assisting with morning and day traffic at the Manitou gate.

- Official Holidays: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Indigenous People's Day, and Christmas Day – Staffing level will remain the same and overtime/ holiday pay will be approved.

Compensation Structure

- Time-and-materials contract.
- Monthly invoicing with detailed progress reports. (Provide a sample invoice)
- Include projected annual budget (e.g., current contract is approx. $1.1m per year).
- Include provisions for state-mandated wage increases and holiday/overtime rates.

Insurance & Legal Requirements

- Commercial General Liability: $5M per occurrence
- Automobile Liability: $5M combined single limit
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2026 FAMD Security Services Proposals

Proposal Cost Break Down	DOS Wage/ Billed/ Annual	Senior Supervisor Wage/ Billed	Supervisor Wage/ Billed	Officer Wage/ Billed	Holiday/ Sick/ Seasonal	Vehicle	Fuel	Reporting System Fee/ Others	Total	Club Option	Notes
Allied Universal	$35.00/ $53.44	$23.00/ $35.12	$21.00/ $32.07	$19.00/ $29.01	$52.68/$48.11/ $43.52	Hyundai Kona	Billed	HELIAUS		Yes - see notes Pg. 19	AUS is offering a $10,000.00 discount year 1 of contract - 3% yearly increaser
	$ 111,155.20	$ 73,049.60	$ 213,457.92	$ 579,271.68	$ 10,514.57	$ 16,800.00	TBD	$ 2,388.00	$ 1,006,636.97	($84,704.56)	
Good Guard	$0.00/ $0.00	$0.00/ $0.00	$28.94/ $43.41	$26.89/ $40.34	$0.00	Not Listed	Milage ($0.75)	TrackTik		Yes - see notes Pg. 14	Cover letter states - County of Imperial - No supervisors for swing and grave shift
	$ -	$ -	$ 84,505.00	$ 392,594.00	$ 84,510.00	$ 22,200.00	TBD	$ -	$ 583,809.00	($68,704.00)	
Bravo Security Services	$0.00/ $0.00	$0.00/ $0.00	$34.00/ $0	$28.00/ $	$0.00	Not Listed	No Reference	Unknown		Yes - see notes Pg. 5	
	$ -	$ -	$ -	$ -	$ -	$ -	No Reference	$ -	$ 1,035,000.00	($71,540.00)	
Securitas	$36.05/ $48.00	$0.00/ $0.00	$20.50/ $28.26	$18.50/ $25.71	$0.00		Billed	SecuritasVision		Yes - see notes Pg.	
	$ 99,840.00	$ -	$ 246,879.36	$ 673,807.68	$ 17,772.00	$ 30,000.00	TBD	$ -	$ 1,068,299.04	($92,319.44)	
Ranger Global Security	$0/ $45.00	$0.00/ $0.00	$0/ $30.00	$0/ $30.00	$30.00		Billed			Yes - see notes Pg.	
	$ 12,960.00	$ -	$ 275,940.00	$ 525,600.00	$ 43,800.00	$ 280,320.00	TBD	$ -	$ 1,138,620.00	($76,680.00)	
J1S Associates Security Services	$36.05	$0.00/ $0.00	$0/ $41.00	$0/ $35.00	$32.00	$38.00	Billed +12%	14%		Yes - see notes Pg. 1	
	$ 75,000.00	$ -	$ -	$ -	$ -	$ -	TBD	$ -	$ 1,645,683.00	($89,425.00)	
247 Private Security	$0.00	$0.00/ $0.00	$0/ $27.50	$0/ $23.90	$23.90		All Inclusive			Yes - see notes Pg. 18	
	$ -	$ -	$ 240,900.00	$ 628,092.00	$ 34,798.00	$ -	$ 21,600.00	$ -	$ 925,390.00	($61,064.00)	3.5% Annual Increser
AGS - American Global Security	$0/ $0.00	$0.00/ $0.00	$0.00/ $42.99	$0.00/ $29.99	$34.99	$37.99	Billed			Yes - see notes Pg.	
	$ -	$ -	$ 375,560.64	$ 523,985.28	$ 11,756.64	$ 311,880.64	$ -	$ -	$ 1,223,183.20	($76,414.52)	
Comprehensive Security Services. Inc.	$0/ $0.00	$0.00/ $0.00	$0.00/ $30.00	$0.00/ $30.00	$30.00	$32.00	Billed			Yes - see notes Pg.	
	$ -	$ -	$ 262,800.00	$ 525,600.00	$ 43,200.00	$ 280,320.00	$ -	$ -	$ 1,111,920.00	($76,650.00)	

	Recved on Time Due 01/16/2026	24/7 Staffing	Seasonal Staffing	ADBi Knowledge	Staffing Plan	Club Gate Option	Transition Plan	Vehicle	Insurance	Benefits
Allied Universal	1/16/2026	Yes	Yes	Yes	Yes	Yes	N/A	Yes	Yes	Yes - pg 29
Good Guard Security, Inc.	1/16/2026	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No Reference	No Reference
Bravo Security Services	1/16/2026	Yes	Yes	Yes	Yes (weak)	Yes	No	Yes	No Reference	No Reference
Securitas	1/16/2026	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Ranger Global Security	1/16/2026	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No Reference
J1S Associates Security Services	1/16/2026	Yes	Yes	Yes	Yes	Yes	No Reference	Yes	Yes	No Reference
247 Private Security	1/16/2026	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No Reference
AGS - American Global Security	1/16/2026	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No Reference	No Reference
Comprehensive Security Services. Inc.	1/16/2026	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No Reference

	DOS OS or Off	Reporting System	References	Total Holidays	CA License (search.dca.ca.gov)	City License	Corporate Office	Branch Office
Allied Universal	OS	HELIAUS	9	7	PPO14417 ex. 2027	Yes - Ex. 12/2026	Irvine, CA	Palm Desert, CA
Good Guard	Not Clear	TrackTik	4	No Reference	PPO121925 ex. 2027	No	Riverside, CA	No Reference
Bravo Security Services	Off	Yes - Not specific	4	10	PPO120157 ex. 2027	No	Sacramento, CA	Los Angelese, CA
Securitas	OS	SecuritasVision	3	9	PPO14827 ex 2026	Yes	Burbank,CA	Palm Desert, CA
Ranger Global Security	OS	No Reference	4	No Reference	PPO121405 ex 2026	No - Will Obtian	Temcula, CA	Unknown
J1S Associates Security Services	OS	No Reference	0	No Reference	PPO121886 ex. 2027	No	Placentia, CA	Los Angelese, CA
247 Private Security	Not Clear	Guard Owl	5	9	PPO120440 ex. 2026	No - Will obtain	Van Nuys, CA	Unknown
AGS - American Global Security	Off	Yes - Not specific	6	9	PPO120021 ex. 2027	No	Chatsworth, CA	Unknown
Comprehensive Security Services. Inc.	Off	No Reference	6	6	PPO10547 ex. 2027	No	Elk Grove, CA	Unknown

STAFF REPORT

DATE: March 12, 2026

TO: Honorable FAMD Board Members

FROM: FAMD District Manager

SUBJECT: Desert Resort Contract Amendment for Accounting Services

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SUMMARY:

In January, Finance Director Kevin McCarthy recommended transitioning FAMD accounting services to the management contractor, Associa/Desert Resort Management (DRM). A contract amendment—reviewed and approved by the City Attorney—updates the original 2023–2026 agreement to a five-year term running through 2028.

Compensation remains unchanged through FY 2025–26. DRM is requesting a 5% increase ($318/month) for FY 2026–27 and a 3% increase ($200/month) for FY 2027–28. Updated ancillary fee schedules (copies, postage, etc.) are included in the new contract.

A coordination meeting with the City finance department and DRM occurred on February 24, 2026. Upon Board approval, the transition can begin, including vendor notifications and opening a dedicated FAMD account with Banc of California—Associa's and the City's current banking partner. Both parties agreed to a tentative transition date of May 1, 2026.

The initial bank deposit will be $250,000, with additional deposits made as needed for cash flow (average monthly expenditures are approximately $130,000). Banc of California will insure funds up to $250,000 through FDIC, with Associa maintaining an additional $250,000 insurance policy. Occasional short-term exceedances may occur during capital project payments.

The requested compensation increases align with industry trends, where annual CPI and operating cost adjustments have ranged from 3%–10% over the past decade. Historical FAMD actions include a 5-year contract in 2018 at $5,942/month, a 7% increase approved in 2021 due to industry cost of services dramatically changing with the States mandated wage increases, and no increase requested in the 2023 renewal.

ATTACHMENTS
Contract amendment

FISCAL IMPACT:
No fiscal impact for FY 2025-26
A $3,816.00 impact to Contract Services for FY 2026-27
A $6,216.00 impact to Contract Services for FY 2027-28

RECOMMENDATIONS

1. Approve the contract amendment with DRM.
2. Authorize a Bank account to be opened by DRM with Banc of California and for management to request a $250,000.00 initial deposit.

SECOND AMENDED AND RESTATED
FIRE ACCESS MAINTENANCE DISTRICT NO. 1 OF THE CITY OF INDIAN WELLS
PROFESSIONAL SERVICES AGREEMENT

This Second Amended and Restated Agreement, effective _____, 2026 ("Effective Date"), is between the **Fire Access Maintenance District No. 1** ("District") of the City of Indian Wells ("City"), a public agency of the City with its principal place of business at 44-950 Eldorado Drive, Indian Wells, California 92210 ("District"), 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"). District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

A. The Parties entered into the original Agreement in 2023 and amended the Agreement in July 2025. The Parties desire to again amend and restate the Agreement.

B. District is a public agency of the City and is in need of professional services for the following project: Management Services (hereinafter referred to as "the Project").

C. Consultant is duly licensed and has the necessary qualifications to provide such services.

D. The Parties desire by this Agreement to establish the terms for District to retain Consultant to provide the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Incorporation of Recitals.

The recitals above are true and correct and are hereby incorporated herein by this reference.

2. Services.

Consultant shall provide the District with the services described in the Scope of Services attached hereto as Exhibit "A."

3. Compensation.

a. Subject to paragraph 3(b) below, the District shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit "B."

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of **Six Thousand Three Hundred Fifty-Eight dollars ($6,358.00) per month plus specified expenses described in Exhibit "B"** without written approval of District's Manager. Periodic payments shall be made within 30 days of receipt of an

invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis. A 5% increase to fiscal year 2026-2027 and a 3% increase to fiscal year 2027-2028 will be added to the compensation not to exceed amount for services.

c. Consultant acknowledges that it is hereby contracting to provide services to the District and will only look to District funds for payment of any amounts owed under, or arising from, the Agreement. Under no circumstances will City funds, other than District funds, be a source of payment for any obligations arising under this Agreement.

d. 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.d. shall not exceed $15,000.00 for the fiscal year and shall not exceed $5,000.00 in any given month.

4. Additional Work.

If changes in the work seem merited by Consultant or the District, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the District by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the District and executed by both Parties before performance of such services, or the District will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

5. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by District.

6. Term

The term of this Agreement shall be from July 1, 2023, to June 30, 2028, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

7. Delays in Performance.

a. Neither District nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances .a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects the Consultant's

performance and is one or more of the following: (1) Acts of God or other natural disasters occurring at the project site; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the services); and (4) pandemics, epidemics or quarantine restrictions. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety.

b. Should such a Force Majeure Event occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Delays shall not entitle Consultant to any additional compensation regardless of the Party responsible for the delay.

c. Notwithstanding the foregoing, the District may still terminate this Agreement in accordance with the termination provisions of this Agreement.

8. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. If required, Consultant shall assist the District, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

9. Standard of Care

Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

10. Conflicts of Interest.

During the term of this Agreement, Consultant shall at all times maintain a duty of loyalty and a fiduciary duty to the District and shall not accept payment from or employment with any person or entity which will constitute a conflict of interest with the District.

11. City Business Certificate.

Consultant shall, prior to execution of this Agreement, obtain and maintain during the term of this Agreement a valid business registration certificate from the City pursuant to Title 5 of the City's Municipal Code and any and all other licenses, permits, qualifications, insurance, and approvals of whatever nature that are legally required of Consultant to practice his/her profession, skill, or business.

12. Assignment and Subconsultant

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the District, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates, and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

13. Independent Contractor

Consultant is retained as an independent contractor and is not an employee of District. No employee or agent of Consultant shall become an employee of District. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from District as herein provided. Any personnel performing the work governed by this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

14. Insurance. Consultant shall not commence work for the District until it has provided evidence satisfactory to the District it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. Commercial General Liability

(i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the District.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

(1) Bodily Injury and Property Damage
(2) Personal Injury/Advertising Injury
(3) Premises/Operations Liability
(4) Products/Completed Operations Liability
(5) Aggregate Limits that Apply per Project

(6) Explosion, Collapse and Underground (UCX) exclusion deleted
(7) Contractual Liability with respect to this Agreement
(8) Property Damage
(9) Independent Consultants Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall give District, its officials, officers, employees, agents and District designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the District, and provided that such deductibles shall not apply to the District as an additional insured.

b. Automobile Liability

(i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the District.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall give District, its officials, officers, employees, agents and District designated volunteers additional insured status.

(iv) Subject to written approval by the District, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the District as an additional insured, but not a self-insured retention.

c. Workers' Compensation/Employer's Liability

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by

him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the District and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

e. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

	Combined Single Limit
Commercial General Liability	$1,000,000 per occurrence/ $2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	$1,000,000 combined single limit
Employer's Liability	$1,000,000 per accident or disease
Professional Liability	$1,000,000 per claim and aggregate (errors and omissions)

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

f. Evidence Required

Prior to execution of the Agreement, the Consultant shall file with the District evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25S or equivalent), together with required endorsements. All evidence of insurance shall be signed by

a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. Policy Provisions Required

(i) Consultant shall provide the District at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of the premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the District at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the District or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to provide a waiver of subrogation in favor of the District, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against District, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the District and shall not preclude the District from taking such other actions available to the District under other provisions of the Agreement or law.

h. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the District, which satisfy the following minimum requirements:

(1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

i. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the District, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, District has the right but not the duty to obtain the insurance it deems necessary and any premium paid by District will be promptly reimbursed by Consultant or District will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, District may cancel this Agreement.

(iii) The District may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(iv) Neither the District nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

j. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the District that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the District as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, District may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

15. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel of District's choosing), indemnify and hold the District, 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 of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses except such loss or damage caused by the sole negligence or willful misconduct of the District. Consultant's obligation

to indemnify shall survive expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by Consultant, the District, its officials, officers, employees, agents, or volunteers.

b. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

16. California Labor Code Requirements.

a. Consultant 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., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $15,000 or more for maintenance or $25,000 or more for construction, alteration, demolition, installation, or repair, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the District, its 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. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

b. If the services are being performed as part of an applicable "public works" or "maintenance" project and if the total compensation is $15,000 or more for maintenance or $25,000 or more for construction, alteration, demolition, installation, or repair, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable.

c. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect

Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the District. Consultant shall defend, indemnify and hold the District, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

17. Verification of Employment Eligibility.

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

18. District Material Requirements.

Consultant is hereby made aware of the District's requirements regarding materials, as set forth in City of Indian Wells **financial policies and standard operating procedures of the Fire Access Maintenance District**, which are deemed to be a part of this Agreement.

19. Laws and Venue.

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

20. Termination or Abandonment

a. District has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, District shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. District shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by District and Consultant of the portion of such task completed but not paid prior to said termination. District shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to District only in the event of substantial failure by District to perform in accordance with the terms of this Agreement through no fault of Consultant.

21. Attorneys' Fees.

In the event that litigation is brought by any Party in connection with this Agreement, the prevailing Party shall be entitled to recover from the opposing Party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing Party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof. The costs, salary, and expenses of the City Attorney's Office in enforcing this Agreement on behalf of the District shall be considered as "attorneys' fees" for the purposes of this Agreement.

22. Responsibility for Errors.

Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as maybe required by the District's representative, regarding any services rendered under this Agreement at no additional cost to District. In the event that an error or omission attributable to Consultant's professional services occurs, Consultant shall, at no cost to District, provide all other services necessary to rectify and correct the matter to the sole satisfaction of the District and to participate in any meeting required with regard to the correction.

23. Prohibited Employment.

Consultant shall not employ any current employee of District to perform the work under this Agreement while this Agreement is in effect.

24. Documents. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, Drawings and Specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the District.

25. Organization

Consultant shall assign Scott Matas or designee appointed by Desert Resort Management CEO Mark Dodge as District Manager. The District Manager shall not be removed from the Project or reassigned without the prior written consent of the District.

26. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above.

27. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

DISTRICT:	CONSULTANT:
Fire Access Maintenance District No. 1 of the City of Indian Wells 44-950 Eldorado Drive Indian Wells, California 92210 Attn: Ken Seumalo, Public Works Director	Desert Resort Management 42-635 Melanie Pl, Ste. 103 Palm Desert, CA 92211 Attn: Mark Dodge

and shall be effective upon receipt thereof.

28. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the District and the Consultant.

29. Equal Opportunity Employment.

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

30. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of District and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

31. Severability

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance, and the remaining provisions of this Agreement shall remain in full force and effect.

32. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each party to this Agreement. However,

Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of District. Any attempted assignment without such consent shall be invalid and void.

33. Non-Waiver

The delay or failure of either Party at any time to require performance or compliance by the other Party of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought. The waiver of any right or remedy with respect to any occurrence or event shall not be deemed a waiver of any right or remedy with respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

34. Time of Essence

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

35. Headings.

Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain, or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

36. Amendments.

Only a writing executed by all of the Parties hereto or their respective successors and assigns may amend this Agreement.

37. District's Right to Employ Other Consultants

District reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

38. Prohibited Interests

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant 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 Consultant, 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, District shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

39. Counterparts.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one single Agreement.

40. Authority.

The persons executing this Agreement on behalf of the Parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that by doing so, the Parties hereto are formally bound to the provisions of this Agreement.

41. Reserved.

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT BETWEEN THE FIRE ACCESS MAINTENANCE DISTRICT NO. 1 OF THE CITY OF INDIAN WELLS AND DESERT RESORT MANAGEMENT

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

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

By: _____
DINA PURVIS
PUBLIC WORKS DIRECTOR

By: _____
CHRISTOPHER FREELAND
CITY MANAGER

ATTEST:

By: _____
ANGELICA AVILA
CITY CLERK

APPROVED AS TO FORM:

By: _____
BEST, BEST & KRIEGER LLP
DISTRICT LEGAL COUNSEL

DESERT RESORT MANAGEMENT

By: _____
Its: _____
Printed Name: _____

By: _____
Its: _____
Printed Name: _____

EXHIBIT "A"
SCOPE OF SERVICES

Consultant shall perform the following Management duties:

1. Make investigations and recommendations regarding the affairs and operations of the FAMD and regarding the proper performance of obligations pertaining to the FAMD.
2. Investigate complaints in relation to matters concerning the administration of the FAMD and in regard to the service maintained by public utilities and other parties.
3. Exercise general supervision over FAMD properties, which are under the control and jurisdiction of the Board.
4. Retain official records for the FAMD and submit copies of the same to the City.
5. Prepare specifications and oversee bid requirements as specified in the Indian Wells Fiscal Policies and Procedures Manual ("Fiscal Procedures Manual") and prepare and enter into resulting contracts. In the event that the preparation of specifications and bid requirements is for an expertise such as drainage installations, road repairs and concrete curbing, management shall not be expected to house this level of information internally but may request involvement of FAMD engineer or city staff in preparation and evaluation of specifications and proposals. Consultant will contract directly for the work and will ensure that contracted work is within the FAMD-approved budget.
6. Prepare the Board information packets for the monthly Board meetings.
7. Submit to the Indian Wells City Clerk's office the Board meeting notices and agendas in accordance with the State law.
8. Attend Board of Directors meetings and take minutes on behalf of the Board Secretary, obtaining Board Secretary's signature on final, approved minutes.
9. Maintain FAMD website, including preparation of newsletter to properties in the FAMD if requested by board. If photocopying is done by DRM, the cost shall be at the per copy rate as found in Exhibit B.
10. Prepare for approval by the Board and submittal to the City Finance Director necessary financial documents as required in the Fiscal Procedures Manual, including the annual budget and Capital Improvement Plan and preparation of paperwork associated with creation of and approval of the requisitions associated with the budgetary process.
11. Review and report to the Board on the monthly Financial Statements.
12. Supervise contractors engaged by the FAMD.
13. Management of gate security through a security contract.
14. Attend up to one additional Ad Hoc Committee meeting per month if requested. Additional attendance if requested shall be at the hourly rate as found in Exhibit B.
15. Prepare Personal Services Agreements for any ongoing maintenance vendor.
16. Follow and comply with the City of Indian Wells' Policy Manuals, including, but not limited to the City's Purchase Policy and Administrative Policy.
17. Provide administrative support and coordinate with City liaison and City support staff.

EXHIBIT B
Schedule of Charges/Payments

Consultant will invoice District on a monthly cycle. The total compensation shall not exceed **Six Thousand Three Hundred Fifty-Eight dollars ($6,358.00) per month, plus specified expenses described below** without written approval of FAMD's Finance Department. Consultant will include with each invoice a detailed progress report that indicates the amount of budget spent on each task. Consultant will inform District regarding any out-of-scope work being performed by Consultant. This is a time-and-materials contract. A 5% increase to fiscal year 2026-2027 and a 3% increase to fiscal year 2027-2028 will be added to the compensation not to exceed amount for services.

Associa
Desert Resort Management

Exhibit A

Itemized Charges for Periodic Routine Services
Published August 1, 2025
Effective the first of the new budget year of association following above publish date.

Item	Charge
Records Storage	$3.95 per box per month (billed annually)
ACH Maintenance Fee	$5.25 per unit enrolled per year (billed annually)
Coupon Booklets	$14.99 per booklet includes envelopes (replacement/new owner)
Billing Statements/Late Notices	$3.50 each + current postage rate includes envelopes
Envelopes	$0.25 regular size. $0.99 large
Manual Bank Deposit	$50.00 each
Notary Services	$15.00 per signature
Mobile Notary Services	$15.00 per signature + ancillary services $50.00 - $100.00 depending on location
Community Mailings	$0.30 per sheet + printing + current postage rate
Investment Purchase or Redemption	$100.00 per transaction
Name and Address Labels	$25.00 per set
Checks - A/P	$0.45 each
Emergency or Manual Check Processing	$25.00 each
Financial Statement Cost Center/Fund/Department set up and maintenance One Operating and One Reserve Fund included	$250.00 set up + $150 per month per cost center/fund/department in excess of one operating and one reserve fund
Materials Reproduction (copies/scanning/printing)	$0.28 per page - black/white; $1.00 per page - color
1099 Processing	$29.00 per page
Pass-thru Transactions	Cost + 10% admin fee
Notice by Certified Mail	$20.00 + current postage rate (International $30.00 + current postage rate)
Postage	Current Postage Rate
Agent's Executive Staff	$175.00 per hour
Agent's Community Managers	$145.00 per hour
Agent's Administrative & Accounting Staff	$65.00 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 (includes electronic filling)	$175 per filing
Balcony inspection reporting	$150.00 (inspection costs not included; billed separately)
Stormwater reporting as required by local agencies	$150.00 (inspection costs not included; billed separately)
Special Assessment Set-up, processing, and monitoring	$250.00 set up + $150 per month with any open balances
Supplemental Budget Preparation	$250.00 + Cost of Distribution
Year-end CPA Preparation/Tax Filings	$275.00 - $650.00 (Depending on size of Association)
Community Set-up/Transition Fee (In & Out)	$550
Electronic Voting Monitoring	$250 annual maintenance plus $5.00 per owner registration (billed annually)
Newsletters	**Included** No charge for formatting. Printing, Content, Postage - Not Included; billed separately
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 - $100.00 per submittal (Billed to owner) *Plan check services not included *DocuSign capabilities billed as an extra cost within submittal cost
Private Transfers Outside of Escrow	$325.00

Transfer, Resale and Disclosure Certificates	
Escrow Disclosure Packages	Pricing depends on documents requested (Collected in escrow)
Transfer Fee (resale)	$325.00 (Collected in escrow)
Transfer Fee (developer initial set-up per unit/lot)	$225.00 (Collected in escrow)
Covenants Compliance Inspections	$275.00 (Collected in escrow)

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

Website & Electronic Services	
Annual Domain Fee	$60.00
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) billed monthly
Technology Services (Zoom, GoTo Meeting, Survey Monkey, DocuSign)	$35.00 billed monthly
Electronic Records Storage	$65.00 billed semi-annually
Town Square	**Included** basic package, add on modules are extra

Delinquency Monitoring/Management (All Items Billed on Owners Account)	
Title Check	$75.00
Returned Check or ACH	$35.00 per item
Payment Plan Setup & Monitoring	$125.00 Setup/$15 monthly monitoring fee
Collection Turnover	$150.00 one-time fee, account referred to Attorneys/Collection Service
Delinquency Courtesy Letter / Late Statement Processing Fee	$15.00
Delinquency Notice Processing	$25.00
Pre-Lien Processing	$175.00
Lien Processing	$250.00 plus costs
Notice of Default Processing	$150.00 plus costs
Release of Lien Processing	$100.00 plus costs

Access Control Administration	
Access Devices	Per Association Policy (Billed to owner)
New Owner Set Up	$75.00 (Billed to owner's account)
Kiosk/New Device Programming	$25.00 per change (Billed to owner's account)
Community Reprogramming	$250.00 - $600.00 per project (Billed to Association)

STAFF REPORT

DATE: October 9, 2025

TO: Honorable FAMD Board Members

FROM: FAMD District Manager

SUBJECT: Street Striping

SUMMARY:

Last summer, the District Manager released a proposal for roadway striping on Iroquois and Manitou Drive using both the PlanIt platform and direct distribution to known vendors. The District received two proposals in response. However, during contract processing it was determined that the qualified vendor was unable to meet the District's insurance requirements, preventing contract award.

A second Request for Proposals (RFP) was issued in February. This updated RFP expanded the project scope to include the Sandpiper #11 request for additional work consisting of:

- Fire lane striping in two designated areas
- Repainting all fire hydrant zones

The District received one proposal in response to the second RFP, submitted by NPG, Inc.

ATTACHMENTS
Request For Proposals
Proposal

FISCAL IMPACT:
An Amount not to exceed $30,000.00 (This includes a 5% contingency)

RECOMMENDATIONS

- Approve a contract with NPG, Inc. for the roadway striping and fire lane striping.
- Approve an amount not to exceed $30,000.00 from capital expenditure budget.

Road Painting & Striping Services Iroquois & Manitou Dr.

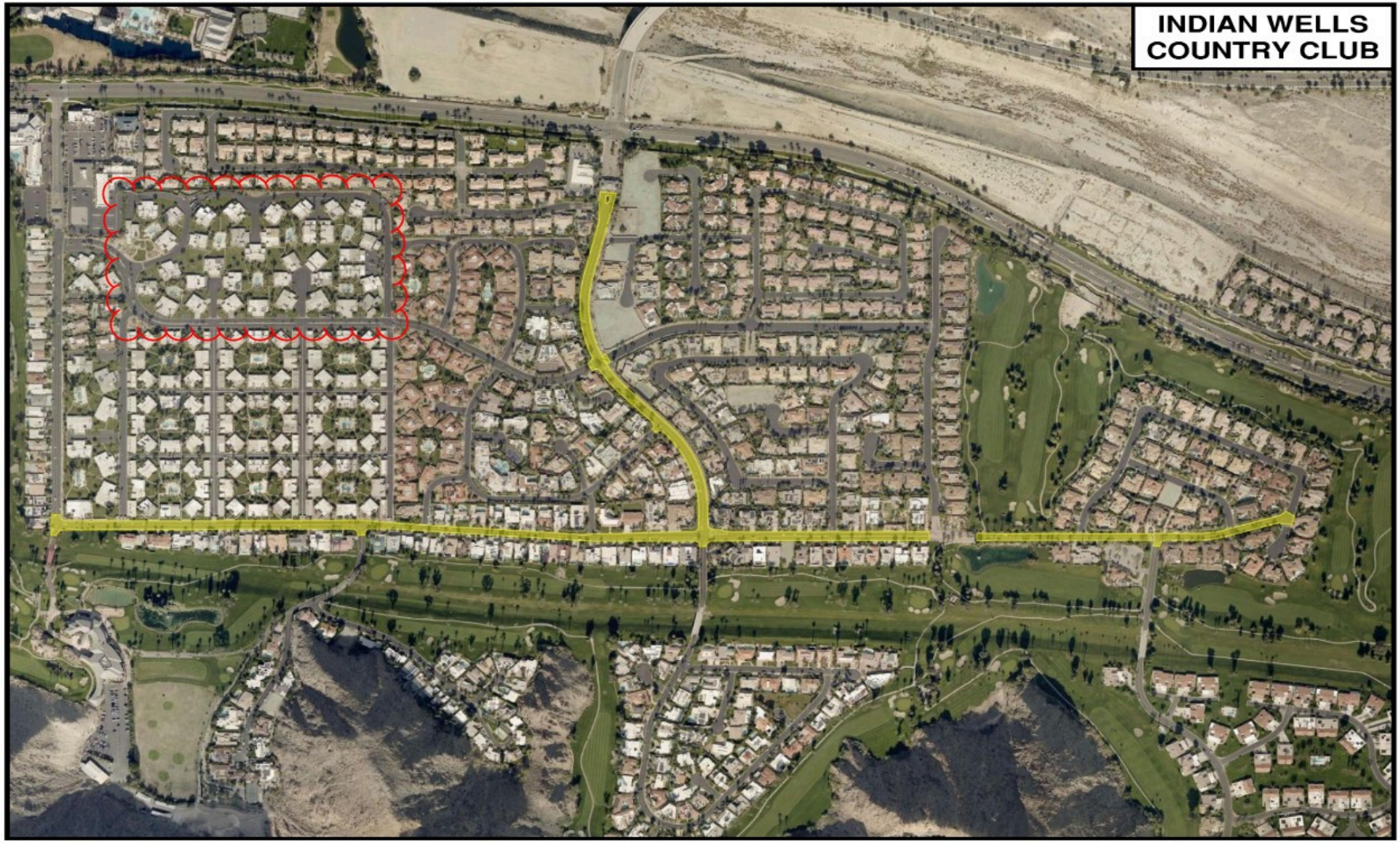
March 6, 2026
Proposal ID: 2026_2916

PREPARED FOR:

Fire Access Maintenance District
Fire Access Maintenance District
smatas@drminternet.com
42635 Melanie Pl.
Palm Desert, CA 92211
760-610-7777

SUBMITTED BY:

Scott Torres
NPG Asphalt
1354 Jet Way
Perris, CA 92571
951-940-0200



NPG ASPHALT
SCOTT TORRES - Estimator
storres@npgasphalt.com

www.npgasphalt.com
1354 Jet Way
Perris, CA 92571

Inalnd Empire (951) 940-0200
fax (951) 940-9192
Desert Division (760) 320-9600

Re-stripe existing road markings including Centerlines, Edge Lines, Stop Bars, Fire Lane Markings (curb painting), Crosswalks, with reflective durable traffic paint

Perform Fire lane painting and all hydrant curb painting in the Sandpiper #11 Neighborhood

Fire Access Maintenance District

Iroquois & Manitou Drive
Indian Wells Country Club
Indian Wells, CA 92210

Not drawn to scale. Measurements & locations are approximate and minor adjustments may be performed without notice

Project Details

Striping Service

Clean the existing asphalt to prepare the surface for restriping in areas deemed for re-striping.

Re-stripe the existing road markings including: Centerlines, Edge Lines, Stop Bars, Fire lane Curbing, and Crosswalks (if applicable)

Apply reflective durable traffic paint suitable for desert climate conditions.

Provide adequate traffic control measures to minimze disruption and allow residential access during construction.

Post notices to security staff and residents as well as No Parking signage where applicable

Post notices to security staff and residents as well as No Parking signage where applicable

Double Yellow center line (7933)
4" Wide Edge Lines (11000)
6" Red Curb Painting w/ 4" NO PARKING FIRE LANE (Per ft) (1000)
8ft STOP AHEAD (8)
8ft STOP (With Restraing Bar (24)
Arrow Stencil (L) (4)
8' Stencil (25) (5)
Lane divisision directional hatch (874)
Cross walk/Cart Path (1)

Striping Total: $28,211.00

Price is valid through April 30, 2026

Project Summary

Total Striping Services Cost	$28,211.00
Final Base Bid Total	**$28,211.00**

This estimate includes:

- Prevailing Wages

This estimate does not include:

- Permits
- SWPPS
- ADA Upgrades
- Nights / Weekends
- Thermoplastic striping
- Gate Loops
- Crack Seal

Conditions

Price is based on Prevailing Wages
Price Excludes Asphalt and/or Concrete repair, seal coating, and crack sealing.
All services are priced to be performed during daytime hours and scheduled on weekdays, including up to 5 moves.
Additional moves, if required or requested, by owners, will be billed at an additional cost.
Excludes removal and/or replacement of any raised pavement markers, bots dots, etc. Excludes Thermoplastic repair, replacement or removal.
Additional service are available at an extra cost please consult your Project Manager to discuss additional services.

A Little About Us

NPG Corporation wants you to know who we are. “Building Our Tomorrow Since 1961, Servicing all of Southern California.” We carry a Class (A) General Engineering, Class (B) General Building and (C-12) Grading and Paving Contractors license. With over 50 years experience, we can do any type of asphalt and concrete services that you may need. Hiring NPG will put your mind at rest. We are properly licensed and insured to perform services on your valued properties. We are fast, we are efficient, and we are competitive.

Mission

Our Mission is to provide the best asphalt construction services. We use modern equipment and techniques backed by experience to achieve these goals.We invite you to visit our facility and learn more about the benefits of hiring NPG asphalt for your next paving or concrete project.

Who We Serve

On your next asphalt paving project consider partnering with NPG asphalt. No project is too large or small, we care about our clients, and will provide service to everyone.

- **School Districts**
- **Contractors**
- **Cities & Counties**
- **Shopping Centers**
- **Property Managers**
- **Private Communities**
- **Mobile Home Parks**

Why NPG Asphalt

NPG is your dependable paving company. We employ a team of well-trained and experienced professionals to provide you with the best service. Our wide variety of services and knowledge is always put to good use when designing and maintaining your asphalt projects. At NPG, we always provide free estimates to new projects. With all fees and taxes included, it’s simple to figure out your budget. No upfront fees mean you pay only when the work is completed and you’re 100% satisfied.

Terms & Conditions

STANDARD TERMS AND CONDITIONS;

1. This proposal is subject to Clients written acceptance and will be delivered to contractor's office within ten days from date of estimate. If not accepted within such time, this proposal is subject to change or withdrawal until the bid/contract is accepted by Client and approved by contractor. Terms of Client purchase orders, subcontracts, and/or credit approvals must comply with contractor's standard terms and conditions and any special terms, conditions or warranties.

2. Contract price shall be net US funds, payable at Contractors office by US Mail upon completion of work or as agreed. If client/owner adds more work than noted on proposal or plans unit charges for such work will apply. If installment payments are agreed and the Client fails to pay an installment promptly when due, contractor at its option, may declare the whole amount of said contract to be paid immediately and may refuse to continue work until payment in full is received. Alternatively, contractor may also refuse to continue work until satisfactory security is given to the Contractor to ensure future prompt payment of installments.

3. Upon acceptance of the proposal by the Client and approval contractor, it will become the entire agreement between the Client & contractor. There is no oral communication or negotiations. There are no covenants, agreements, representations, inducements, guarantees, or warranties not herein expressly contained. The prices stated do not include any items of work not specified herein, and any additional items of work to be done at the Client's request will be billed as extra work.

4. Should Client default hereunder, Client agrees to pay contractor a $1,250.00 lien filing fee for private works and $1,250.00 for filing a stop notice on public works. All costs incurred in collecting any balance owed to contractor will be the Clients responsibility. Any Mechanic's Lien release will be executed by contractor and the Client shall be responsible for recording the action. Client agrees to pay all court costs and attorney fees for collection.

5. Permit and inspection fees paid by contractor to any public body by reason of the work hereunder shall be billed separately and not as a part of any of the prices stated herein. items will be subject to cost plus 15%.

6. If fills or rough grading of the site are to be made by others, the site must be left for contractor at an elevation within one-tenth foot plus or minus of finished sub-grade elevation with material that will readily provide a firm and stable sub-grade. Import or export of soils only included if stated on proposal. Contractor is not responsible for water discharge of any area that has less than 2% fall, otherwise, ponding is subject to occur.

7. Boundary line surveys and civil engineering (including, but not limited to setting lines and grades, and staking) requiring the services of a licensed civil engineer, if needed. Client assumes full responsibility for design of grade, provision for drainage and discharge of waters from the site, contractor shall have no liability or responsibility thereof.

8. Contractor warrants that the materials to be furnished hereunder will be as specified as plans & specs. All work shall be done and performed in a good and workmanlike manner.

9. Contractor shall not be obligated to perform extra work or supply rental equipment without specific authorization from Client or Client's representative. Client is to have someone of authority on project site at all times. Any questions regarding specifications, scope of work or procedure will be referred to that representative. Contractor

will not be responsible for extra costs resulting from directions and/or changes made by an inspector and/or resident engineer. All such costs will be the responsibility of the customer.

10. During the course of the contracted work, any existing asphalt/underground utilities damaged by contractor's equipment due to insufficient support of asphalt/subgrade structure, "soft sub-grade" will be billed as an extra for repairs. Repairs of these areas are in no way to be a part of the original proposal.

11. Contractor will not pay attorney fees for others in lawsuits or losses at all. Contractors Certificate of Insurance is for the scope of work being performed under said contract only, contractor will not co-insure others on site.

12. Special conditions imposed by any permits issued to owner and not noted on the plans or specifications will not be considered in this scope of work. All engineering, construction surveying, testing, and inspection fees are to be paid by client. In the event a section of paving, concrete and or base changes; new prices will be renegotiated. Any conditions not caused by contractor that may require the shutdown of work or requiring an extra move in charge.

13. Water source is to be provided to contractor. Applying water is included.

14. Contractor accepts no responsibility for ADA compliance and client agrees to indemnify contractor and "hold in Contractor harmless" from any lawsuits arising from construction or reconstruction of path of travel's ramps walkways, or trip and falls on their own property.

15. Any person injuring themselves on the owner's property, after construction not limited to trips and falls will be born in the property owner's responsibility.

16. Past due accounts will be charged a finance charge of 1 1/2% annual percentage of 18% applied to the previous balance after deducting current payments and credits.

17. Project has a one-year warranty from the date of completion. Contractor is not responsible for seal coat adhering to oil spots or power steering marks that may occur. There is no warranty applied for crack sealing. All cracks are subject to re-opening and or settling at any time, and there is no guarantee/warranty applying to crack sealing. All cracks that are sealed will need to be maintained by the owner as crack seal is not a permanent fix. Concrete and asphalt are both subject to expansion and contraction of cracks due to earth movement even in areas that have been previously completed or are new installations. The contractor is not responsible for residual cracking due to expansion and/or contraction of pavement. Any Re-stripe of existing curb painting performed under this contract is excluded from NPG's standard one-year warranty. While a heavy prep may be suitable for some situations, we are unable to see what exists under the current paint or other underlying conditions that may be causing the paint to fail such as but not limited to fertilizers, detergents or hard water. NPG highly recommends sandblasting curbs prior to paint to ensure a uniform finished product with longer-lasting finished results. All excavation or cutting out of any tree roots or removals of the same, NPG Asphalt will not be held responsible for falling trees, dying trees or removal of the entire tree(s) as a result. SPECIAL CONDITIONS: **Contractor to add special conditions**

Liquidated Damages for Cancellation. **You have the right to cancel this Contract within three business days without penalty**. The Parties agree that in the event the Client cancels this Agreement after the three (3) business day right to cancel has expired but before the completion of the project, it would be extremely difficult and impractical to accurately determine the actual damages suffered by the Contractor. These actual damages include, but are not limited to, lost profits, costs for scheduling and preparing for the project, administration expenses, and other financial harm resulting from the cancellation. Therefore, the Parties agree that in the event of such a cancellation by the Client, NPG shall be entitled to recover, as liquidated damages and not as a penalty, a sum equal

to 20% of the total contract price. The Parties agree that this sum represents a reasonable and fair estimate of NPG's probable damages at the time this Contract is entered into.

Signature Page

By signing below, you're confirming that you've reviewed and agreed to the scope of work, pricing, and terms outlined in this proposal. This signature gives us the green light to move forward with the project as detailed. If you have any questions or need changes before signing, just let us know—we're here to help.

ACCEPTED BY CLIENT (PRINTED NAME)

TODAY'S DATE

SIGNATURE

CONTRACTOR INFORMATION

Company Name: NPG, Inc.
EIN: 95-2679967
DIR Registration No.: 1000002457
Phone: (951) 940-0200
Principal Office: 1354 Jet Way, Perris, CA 92571

LICENSE:
California Lic. No. 664779
Class A – General Engineering
Class B – General Building Contractor
Class C-12 – Grading and Paving

COMPANY OVERVIEW

NPG, Inc. is a licensed General Engineering contractor based in Riverside County, California, specializing in asphalt paving, grading, concrete site improvements, seal coat, and striping throughout Southern California. In 2025, NPG proudly celebrates 65 years in the construction and paving industry, reflecting decades of experience, steady growth, and long-standing client relationships.

Under the leadership of Jeff S. Nelson, who brings more than 65 years of industry experience, the company expanded its operational capacity, strengthened its production capabilities, and established the high standards of workmanship NPG is known for today. The company is currently led by Third Generation President Jeffrey M. Nelson, who oversees daily operations, project execution, and quality control, ensuring accountability and consistent performance across public, commercial, institutional, and master-planned community projects.

With experienced in-house crews and company-owned equipment, NPG maintains direct control over grading, paving, concrete, seal, and striping operations while continuing the standards that have defined the company for over six decades. NPG consistently delivers projects of varying size and complexity while maintaining high workmanship standards, clear communication, and dependable execution.

KEY LEADERSHIP

Jeff S. Nelson – CEO

- 52 + years of construction and infrastructure experience.
- 2nd Generation NPG Asphalt
- Founder of GoldStar Asphalt Products.
- Email: jnelson@npgasphalt.com
- Mobile: (951) 830-0385

Jeffrey M. Nelson – President **(Authorized Representative)**

- 22 + years of construction and infrastructure experience.
- 3rd Generation NPG Asphalt
- Oversees daily operations, field performance, scheduling, and quality control.
- Email: jmnelson@npgasphalt.com
- Mobile: (951) 491-1808

Scott Torres – Vice President of Sales & Operations

- Project coordination & management, client relations, quality control.
- Oversees estimating, proposals, leads, sales teams, company growth
- Email: storres@npgasphalt.com
- Mobile: (951) 204-1267

EMPLOYEES DEDICATED TO THIS PROJECT

Asphalt Superintendent: Jay Ornelas
Seal Superintendent: Joseph Rangel
Concrete Superintendent: Jesse Malta

Foremen:

Roberto Nuñez / Donato Pacheco - Asphalt
Erik Ramirez – Sealcoat and Striping
Pilar Orozco – Concrete

ORGANIZATION

NPG will staff this project to ensure all work is being performed in controlled phases to maintain resident access throughout construction. The project is being executed in accordance with HOA requirements and industry standards, ensuring safety, quality workmanship, and minimal disruption to the community. Please note that the company President will be involved and on-site at times until project completion, to oversee the entire process. Please refer to the organization chart provided on pg. 3.

The NPG Asphalt team will provide multi-colored phasing maps for the Board of Directors to review at or before the time of project scheduling. At the client's discretion, the phasing maps will be hand-delivered to each residence, and/or posted at all Security offices, community mailboxes, clubhouses(s), pool(s), etc. NPG will place No Parking signs with the date and time in all areas where temporary restrictions are expected. A pre-construction meeting will be requested and encouraged with management, Board Members, and the NPG Project Planning team. While repairs are in process, each phase of work will remain safely secured with safety cones, delineators, caution tape, A-frames, barricades, and/or other suitable traffic control and barricading measures until each area has been cleared to allow pedestrian and vehicular traffic; at which time all barricades will be promptly removed, the roads will be re-opened and security, management and/or the designated site contact(s) will be notified.

QUALIFICATIONS AND EXPERIENCE

Thunderbird Villas HOA
Albert Association Management, LLC (Rancho Mirage, CA)
Contract Value: $531,480

NPG is performing a multi-phase asphalt and concrete rehabilitation project within the Thunderbird Villas residential community. The scope includes full-depth asphalt removal and replacement across approximately 142,334 square feet, grading and compaction of subgrade, installation of 3" PG64-10 asphalt, adjustment of 28 water valves and 2 manholes, and re-striping per existing layout.

Additional work includes seal coat application over approximately 165,808 square feet, crack sealing, pavement markings, and striping improvements. Optional improvements include installation of a new concrete cross gutter at the intersection of Via Entrada and Paseo Flores to improve traffic flow and restrict unauthorized maneuvering.

Owner: Albert Association Management, LLC
70380 Camino Del Sol
Rancho Mirage, CA 92270
Main Phone: 760-895-4835
Main Email: Alison.Posey@albertmgt.com

The Madison Club – 53035 Meriwether Way
The Madison Club (La Quinta, CA)
Contract Value: $338,265

NPG completed a roadway asphalt rehabilitation project at The Madison Club, consisting of removal and replacement of existing asphalt pavement along Humboldt Boulevard and Ross Avenue within the private residential community.

The scope included milling and removal of approximately 94,381 square feet of existing 3" asphalt, grading and compaction of native subgrade, installation of SS-1H tack coat, and placement of 3" compacted PG70-10 hot mix asphalt. Work also included smooth transitional tie-ins to existing pavement and installation of new reflective blue fire hydrant markers.

All materials were hauled and disposed of legally offsite for recycling. The project was executed in controlled phases to maintain community access and was completed in accordance with private community standards and specifications.

Owner: The Madison Club
53035 Meriwether Way
La Quinta, CA 92253
Main Phone: 760-393-1014
Work Phone: 760-391-4564
Main Email: cmanager@madisonclubowners.org

Sun City Shadow Hills – Avenida Celaya
Sun City Shadow Hills Community Association (Indio, CA)
Contract Value: $487,092.71

NPG completed a comprehensive asphalt rehabilitation and pavement preservation project along Avenida Celaya within the Sun City Shadow Hills community. The scope included removal and replacement of localized failed pavement areas, repair of wide crack sections, and cold mill and overlay of approximately 104,676 square feet with fiber-reinforced asphalt.

Work also included raising 9 manholes and 24 water valve covers to new grade (CVWD coordination), hot rubberized crack sealing of approximately 60,000 linear feet (3/8" to 1 1/4"), and application of two coats of Goldstar HP #310 seal coat with 2% latex over approximately 549,080 square feet.

Striping improvements were completed per existing layout, including re-striping of seal coat streets, city boulevard markings, and additional glass bead striping enhancements. All work was phased to maintain resident access and completed in accordance with HOA standards and industry specifications.

Owner: Sun City Shadow Hills Community Association
80-814 Sun City Blvd
Indio, CA 92203
Main Phone: 760-345-4349 x2403
Fax: 760-345-4102
Main Email: jesse.barragan@associa.us

Clancy Lane South
Desert Resort Management (Palm Desert, CA)
Contract Value: $328,440

NPG completed a roadway asphalt rehabilitation project along Clancy Lane South within a managed residential community. The scope included mobilization, site protection measures, and full-depth asphalt reconstruction totaling approximately 80,000 square feet.

Work consisted of pulverizing existing asphalt in place to incorporate into the subgrade, scarifying the subbase to a depth of approximately 7 inches, grading and compacting to 95% relative compaction with proper drainage slopes, and placement of 3 inches of compacted PG70-10 ½" fiber-reinforced (Forta-Fi or equivalent) hot mix asphalt. New pavement was rolled to maximum density to ensure a smooth, durable finish.

The project also included the replacement of concrete aprons for eleven sewer lids, seven water valves, and two double water valves. Seal coat services consisted of applying one coat of GoldStar HP #310 over approximately 80,000 square feet of new asphalt surface.

All work was performed in controlled phases to maintain access and was completed in accordance with HOA and industry standards.

Owner: Desert Resort Management
42635 Melanie Place, Suite 103
Palm Desert, CA 92211
Main Phone: 760-200-7428
Main Email: cpreciado@drminternet.com

Vintage Group
Ironwood Master (Indian Wells, CA)
Contract Value: $581,940

At Ironwood Master, NPG performed asphalt removal and replacement, concrete improvements, crack seal and seal coat, and striping within a master-planned community. The work was carefully phased to maintain resident access and coordinate with HOA requirements. The project was completed within schedule and delivered a clean, high-quality finished product across all scopes of work.

Client: Vintage Group
74760 Highway 111, Suite 106
Indian Wells, CA 92210
Phone: (760) 520-1583
Email: jaime@vintagegroupe.com

University of California, Irvine
Anteater, Peltason & Pereira (Irvine, CA)
Contract Value: $1,429,070

NPG completed a multi-area roadway rehabilitation project within the active UC Irvine campus, including asphalt grind and cap operations, removal and replacement of failed sections, traffic loop replacement, and full striping. Work was performed across Academy Way, East Peltason, and West Peltason under strict campus scheduling constraints to maintain pedestrian and vehicle access at all times. The project included approved scope adjustments and was delivered in compliance with university standards and specifications.

Owner: University of California Irvine
228 Aldrich Hall
Irvine, CA 92697-1050
Phone: 949-294-6448
Email: ameija@uci.edu

Lowe's Distribution Center
Riverside, CA
Contract Value: $1,263,800

For the Lowe's Distribution Center, NPG performed large-scale milling and paving operations totaling over 400,000 square feet. The work included deep milling in select areas, placement of new PG64-10 hot mix asphalt, tack coat application, surface preparation, and striping. All operations were phased to allow the facility to remain fully operational during construction. The project was completed in accordance with Greenbook requirements and commercial facility standards.

Client: Lowes / All Green Management
1025 Rose Anne Road
Glen Burnie, MD 21060
Phone: 301-892-1827
Email: mamayhew@allgreenmanagement.com

BID ITEM LIST
Please see the attached proposal for the bid schedule, project details, and pricing

MATERIAL SPECIFICATIONS
Asphalt concrete is to be sourced from the local qualified suppliers, Granite, and/or Martin Marrietta, in the Coachella Valley, and is to be of a PG70-10 ½" hot mix asphalt.
Paint is to be of commercial industrial grade traffic paint manufactured by Ennis-Flint by PPG, the Gold Standard in traffic and striping paint.

PROJECT SCHEDULE
To be determined at the client's preference, either in or out of season.
As of the time of bidding, availability to begin work as early as March 23rd, 2026.

PROJECT TIMELINE
The project shall be completed within 30 business days from the start date
*weather permitting

WORK HOURS
7 am – 5 pm Monday through Friday, Excluding Holidays and Weekends, unless otherwise requested & agreed upon

WARRANTY
1 year from the date of completion, as per industry standards on materials, such as asphalt, concrete, and/or seal coat. NPG Asphalt has been in business since 1961. if you experience any type of issue with workmanship beyond the 1-year warranty, please contact your Project Manager for prompt assistance.