

**AGREEMENT FOR GOLF COURSE AND COMMON AREA LANDSCAPE SERVICE /
MAINTENANCE AGREEMENT**

BETWEEN

PORTOLA COUNTRY CLUB HOMEOWNERS' ASSOCIATION, INC.

AND

VINTAGE ASSOCIATES, INC.

(FIXED PRICE CONTRACT)

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AGREEMENT FOR GOLF COURSE AND COMMON AREA MAINTENANCE

This Agreement for golf course and common area maintenance ("Agreement") is made effective this 16th day of September, 2020 between PORTOLA COUNTRY CLUB HOMEOWNERS' ASSOCIATION, INC., ("Association"), a California non-profit mutual benefit corporation, and VINTAGE ASSOCIATES, INC., CALIFORNIA LICENSE NO. 647984 ("Contractor"), for the completion of the Work. The Work to be completed is described in the Contract Documents.

THE ASSOCIATION AND CONTRACTOR AGREE AS SET FORTH BELOW.

ARTICLE 1 DEFINITIONS

In this Agreement, the following words or phrases will have the following meanings:

1.1 "Addendum" or "Addenda" are written or graphic instrument(s) issued prior to the execution of this Agreement which modify or interpret the Bid Documents by additions, deletions, clarifications or corrections.

1.2 The "Administrator" is the person or entity appointed or engaged from time to time by the Association to administer this Agreement. Unless otherwise designated, the specific Administrator appointed to administer this Agreement will be approved, from time to time, by the Board of Directors.

1.3 "Application for Payment" means the separate or combined form of application for a progress or final payment completed and served by the Contractor on the Association and Administrator, which document is in the form of AIA Document G702 and continuation sheets or such other form and containing such other information or evidence as the Administrator reasonably requires, but which application has not been certified (approved, signed and dated) by the Administrator.

1.4 "Association" shall mean and refer to PORTOLA COUNTRY CLUB HOMEOWNERS' ASSOCIATION, INC. For the purposes of this Agreement, the Association's designated representative will be the Board appointed Administrator. The Association is governed by its Board of Directors who makes all decisions pertaining to the Work.

1.5 "Authority" means any governmental agency or public or private body or any entity subservient or supplemental thereto (except the Association) with jurisdiction over the Work by virtue of any law, statute, ordinance, regulation, rule or order.

1.6 "Bid Documents" mean all documents and written statements provided by the Association or Administrator to Contractors or the Contractor to the Association in connection with and necessary and/or appropriate for inclusion in the Association's request for proposals and/or bids from contractors, which documents generally include, but are not limited to, Drawings,

Specifications, bidders' instructions, contractor's qualification forms, and bid forms. Bid forms may include line item pricing for major components of construction, and such other requirements or forms included in any of these documents.

1.7 "Bulletins" are written or graphic instruments issued by the Administrator after the execution of the Construction Agreement which requests a proposal from the Contractor that, if accepted by the Association, will cause a Modification. Bid Bulletins issued during the bid process are not included within the definition of this paragraph.

1.8 "Certificate for Payment" means the document (either separate or incorporated within the form of Application for Payment) signed and dated by the Administrator as certifying the sum approved by him/her due from the Association to the Contractor in respect of a specific Application for Payment.

1.9 A "Change Order" is a written authorization prepared by the Administrator and approved and executed by the Association, Administrator and Contractor to change the scope of the Work, the Contract Sum, or the Contract Time.

1.10 "Claim" means any dispute, issue or question between the Contractor and the Association arising out of any Agreement, or any dispute, issue or question between the Administrator, the Association, and/or any member or resident of Association arising out of this Agreement and/or the performance of the Work.

1.11 A "Change Directive" is a written instruction prepared by the Administrator and signed by the Association and the Administrator, but not yet approved by Contractor that directs Contractor to change, add to or delete from the Work, the Contract Sum or the Contract Time.

1.12 "Consultants" means one or more individuals or entities providing professional consulting services in any capacity including any architecture, engineering, construction management, golf course maintenance, common area landscape maintenance, building inspection, or other field as the Association may from time to time engage in connection with the Work.

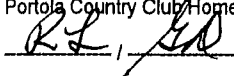
1.13 "Contract Documents" is as defined in Paragraph 2.1 of this Agreement.

1.14 "Contract Sum" means the sum as specified in Paragraph 5.1, and payable by the Association to the Contractor in consideration for the Work.

1.15 The "Contract Time" is that period of time as specified in Paragraph 11.1, allowed in the Contract Documents for Contractor to complete the Work.

1.16 The term "day" means calendar day, "week" means seven (7) consecutive calendar days, and "month" means calendar months, all including weekends and legal holidays.

1.17 "Drawings" are the pictorial and graphic description of the Work or proposed Work prepared by the Administrator or Consultants. The Drawings show the design, location, dimensions and possibly the quantifications of the Work and include diagrams, specifications, plans, details, elevations, sections and schedules.



1.18 "Indemnitees" means and refers to the Association and its agents, employees, directors, officers, attorneys and the Administrator, Consultants and directors, officers and employees of either of them.

1.19 The terms "knowledge," "recognize," "discover" and "believe," including their respective derivatives and similar terms in the Contract Documents, as used in reference to the Contractor, shall be interpreted to mean that which the Contractor knows (or should know), recognizes (or should recognize), believes (or should believe) and discovers (or should discover) in exercising all care, skill, and diligence required by the Contract Documents or otherwise. Analogously, the expression "reasonably inferable" and similar terms in the Contract Documents shall be interpreted to mean reasonably inferable by a contractor familiar with the Work and exercising the care, skill and diligence required of the Contractor by the Contract Documents or otherwise.

1.20 "Legal Requirements" means all federal, state and local laws, statutes, ordinances, regulations, codes, rules, or orders which bear upon the Administrator, Consultants or Contractor, or the Administrator's, Consultant's or Contractor's performance of the Work or the services under this Agreement, as the case may be, including but not limited to, all OSHA requirements.

1.21 "Lien" means any lien, claim, encumbrance or security interest in favor of the Contractor, Subcontractor, material suppliers, design professionals, wage earners, or other entities having provided labor, materials, equipment and/or supplies for the Work which are or may be filed or pursued against the Work, the Site, and any improvements thereon.

1.22 "Minor Change Order" means minor variations to the Work issued by the Administrator in writing which do not or ought not to materially increase the time or cost of performing the Work.

1.23 "Modifications" are written amendments to this Agreement signed by both parties, a Change Order, a Change Directive, or a Minor Change Order.

1.24 "No fault" shall mean and refer to delays due to acts of God, construction disputes or other instances where a party to this Agreement has not caused, instigated or actually participated in, or could not reasonably have prevented the chain of events leading up to a delay.

1.25 The phrase "persistently or consistently fails" and other similar expressions, as used in reference to the Contractor, shall be interpreted to mean any combination of acts and omissions, which causes the Association or the Administrator to reasonably conclude that the Contractor will not complete the Work within the Contract Time, for the Contract Sum or in substantial compliance with the Contract Documents.

1.26 "Product Data" is information furnished by the Contractor necessary to fully illustrate and evaluate materials or equipment for some portion of the Work.

1.27 "Provide" or "perform," including derivatives thereof, mean to properly undertake, fabricate, complete, transport, deliver, install, erect, construct and furnish all labor, materials, equipment, utilities, apparatus and appurtenances necessary to properly complete the Work or requirements of the Contract Documents.

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1.28 "Samples" are physical examples that demonstrate specific workmanship, materials or equipment and which establish standards by which the Work must be performed.

1.29 "Schedule" shall mean and refer to those certain written or graphic statements designating a time upon which a task or duty is to be accomplished or completed.

1.30 "Shop Drawings" are diagrams, drawings, and other data prepared by Contractor for the Work to illustrate some portion of the Work, or the method or means whereby the Work will be performed.

1.31 "Site" shall refer to the Association's golf course located within the boundaries of the common interest subdivision managed and controlled by Association more fully described in the Association's governing documents.

1.32 "Specifications" are those portions of the Contract Documents that contain the written requirements for the performance of the Work, including requirements for materials, techniques, equipment, construction systems or methods, standards and workmanship, as appropriate for each respective discipline involved in the Work.

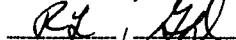
1.33 A "Subcontractor" shall mean a person or entity that has a direct contract with the Contractor or who has a contract (however far removed) with any Subcontractor to provide labor, materials, and equipment for a portion of the Work.

1.34 "Submittal" means any proposal including, but not limited to, Product Data, proposed substitutions, Samples and Shop Drawings by the Contractor to the Association and Administrator with regard to any aspect of the performance, materials or content of the Work which expands upon, modifies or changes the Work.

1.35 Technical terms have their well-known meanings within the construction industry unless otherwise defined herein. Terms not defined herein shall mean the same as the term is defined in AIA Form A201, General Conditions of the Agreement for Construction, current as of the date of this Agreement, whenever the term is defined in said document.

1.36 "Units" mean any one or more individually owned or occupied residences within the Site; the interiors of which are not or are not normally within the responsibility or control of Association.

1.37 "Work" means the scheme of improvement as a whole to be undertaken by Contractor, and the services, material or requirements to be performed or provided by the Contractor and specifically including the scope of work described in this Agreement. The Administrator will be deemed to have the responsibilities set out herein in respect of all Agreements pertaining to the Work unless any one or more such Agreements are specifically excluded herein.





**ARTICLE 2
THE CONTRACT DOCUMENTS**

2.1 The Contract Documents consist of this Agreement and the following documents, all of which are listed below and are to be considered as one integrated, comprehensive contract:

2.1.1 Schedule of Contractor's Hourly Rates, attached hereto as Exhibit "A" and incorporated herein by reference.

2.1.2 Labor Code §2810 Compliance Schedule of Required Provisions, consisting of one (1) page, attached hereto as Exhibit "B" and incorporated herein by reference.

2.1.3 Contractor's Bid Proposal, dated July 31, 2020, consisting of six (6) page(s), and attached hereto as Exhibit "C" and incorporated herein by reference.

2.1.4 Scope of Work for Portola Golf Course Services and Maintenance, consisting of two (2) pages, and attached hereto as Exhibit "D" and incorporated herein by reference.

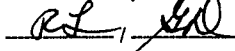
2.1.5 Common Area Landscape Responsibilities and Scope of Work, consisting of one (1) page, and attached hereto as Exhibit "E" and incorporated herein by reference.

2.2 In the event of inconsistencies within or between parts of the Contract Documents, or between the Contract Documents and applicable standards and Legal Requirements, the Contractor shall use its reasonable determination to (1) provide the better quality or greater quantity of Work, and (2) comply with the more stringent requirement, standard, or Legal Requirement.

**ARTICLE 3
THE WORK OF THIS AGREEMENT**

3.1 The Contractor shall completely perform the entire Work and Submittals approved by the Administrator, or reasonably inferable, as necessary to produce the results intended, except to the extent specifically indicated in the Contract Documents to be the responsibility of others. Generally, the Work requires the Contractor to perform the golf course maintenance services and common area maintenance services as set forth in more detail in Exhibits "D" and "E" and as described in the Contract Documents.

3.2 The Contractor shall perform, supervise and direct the Work using the Contractor's best skill and knowledge. Except as otherwise provided in the Contract Documents, the Contractor shall have the sole responsibility for all means, methods, techniques, sequences and procedures, and for the coordination of the Work. The Contractor shall not be relieved from performing any of these obligations to perform the Work as a result of any action or omission of the Administrator or by tests, inspections or approvals of any entity other than the Contractor.





3.3 Except as to any reported errors, inconsistencies or omissions, the Contractor warrants that Contractor has reviewed the Contract Documents and based on that review and site inspections, Contractor believes that:

3.3.1 The Contract Documents are sufficiently complete and detailed for the Contractor to (1) perform the Work and (2) comply with all the requirements of the Contract Documents.

3.3.2 The Work required by the Contract Documents complies at a minimum with: (1) good and sound practices within the golf course maintenance and common area landscape maintenance industry; (2) generally prevailing and accepted industry standards applicable to Work; (3) any requirements of any warranties applicable to the Work; and (4) all Legal Requirements.

3.4 The Contractor shall on a continuing basis inspect the Site and review the Contract Documents and all reports, investigations, or other information concerning the Work made available to the Contractor and shall immediately notify the Administrator and Association if the Contractor believes that (1) there are any material errors, omissions, or inconsistencies which would, unless corrected, prejudicially affect the satisfactory performance of the Work for its intended purpose, use or appearance; and/or (2) any aspect of the Contract Documents is in variance with any Legal Requirements.

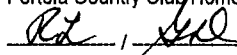
3.5 To the extent set forth herein, the Contractor shall be responsible to the Association for acts and omissions of the Contractor, Subcontractors and their respective agents and employees, and any other entity (if any) performing portions of the Work.

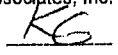
3.6 If, after execution of the Contract the Contractor desires to submit an alternate product or method in lieu of what has been specified or shown in the Contract Documents, the Contractor may do so in writing, and such substitution will be approved when, in the discretion and judgment of the Association and the Administrator, that substitution would be substantially to the Association's best interests, in terms of cost, time, or other considerations. Contractor shall include all data, material manufacturer's technical information, cost information and other information necessary for Administrator to evaluate the request. Contractor shall not use any substitute material without first obtaining Administrator's written approval.

3.7 The Contractor shall pay all taxes associated with the Work whether or not in effect when the bids are received by the Association.

3.8 The Contractor shall obtain all permits or licenses required by any Authority as necessary for the Work, including but not limited to the County of Riverside and California Department of Pesticide Regulation. The costs charged by any Authority for any required permit(s) or licenses are not included in the Contract Price and are to be paid by Association. The Contractor shall obtain and pay for all bonds required of the Association or the Contractor by any Authority and the cost thereof shall be paid by the Association.

3.9 The Contractor shall comply with, and give, notices required by the Legal Requirements or the Association.





3.10 The Contractor shall (to the extent which a contractor with the requisite skill specified herein could practicably do so) satisfy itself as to the accuracy of and verify all grades, elevations, dimensions, quantities and locations. In all cases of interconnection of the Work with existing or other work, it shall similarly verify at the Site all dimensions relating to such existing or other work, and that such existing or other work is in a proper condition to receive subsequent work.

3.11 The Contractor shall confine all operations at the Site to areas permitted by any Authority, Legal Requirements, the Association, and the Contract Documents. The Contractor shall not store more materials or equipment on the Site other than is reasonably necessary for the orderly completion of the Work.

3.12 The Contractor shall employ a competent superintendent who shall be in full-time attendance at the Site during performance of the Work and who has authority to give and receive directions.

3.13 Schedules. As soon as possible (but not later than ten (10) days) after this Agreement is executed, Contractor shall prepare and submit to Association and Administrator a schedule for the Work. This schedule shall provide for completion at a reasonably uniform rate of all the Work within the time limits contained in the Contract Documents, and shall be periodically revised by the Contractor to reflect the then current conditions and progress of the Work. The Contractor shall provide sufficient labor to comply with the most recent schedule.

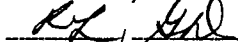
3.14 Records of Submittals. The Contractor shall maintain a record of Submittals provided to the Administrator for its approval. Submittals shall be made in a timely manner so as not to delay the Contractor's schedule and to provide Administrator with sufficient time to review Submittals.

3.14.1 The Contractor shall provide the Administrator with sufficient copies of any Submittal as required by the Contract Documents or by the Administrator as promptly as possible so as to not cause a delay in the Work.

3.14.2 The Contractor shall not perform any portion of the Work requiring Administrator's approval of any Submittal until after the Administrator has approved the Submittal in writing.

3.14.3 The Contractor warrants that the Contractor has verified, or will verify, materials, field measurements and construction or maintenance criteria related to the Submittals and has coordinated the information in the Submittals with the requirements of the Contract Documents.

3.14.4 The Contractor shall inform the Administrator of any material deviations from the requirements of the Contract Documents that are contained in any Submittal, and the Contractor shall remain responsible for any material deviation from the Contract Documents unless the Administrator has knowledge of and approves such deviation. The Administrator's approval of a Submittal shall not relieve the Contractor for responsibility for any error or omission in any submittal.



3.15 Integration of the Work.

3.15.1 The Contractor shall be responsible for any cutting, fitting, altering, patching or integration required to complete the Work or to make any parts of the Work fit together, but shall not thereby damage or destroy any work completed by the Association or any other contractor except with the written consent of the Association. If the Association deems it necessary to cut or alter the Work, the Contractor shall not unreasonably withhold its consent to cut or alter the Work.

3.15.2 To the extent reasonably practicable, the Contractor shall keep the Site and surrounding area free from accumulation of waste materials or rubbish caused by the Work. Unless otherwise authorized by the Administrator, the Contractor shall remove from and about the Site all waste materials, rubbish, and the Contractor's or the Association's tools, equipment, machinery and materials daily.

3.16 Access to the Work. The Contractor shall provide the Association and Administrator access at all times to the Work.

3.17 Tests and Inspections.

3.17.1 Whenever a test or inspection is required for any portion of the Work by the Contract Documents, the Administrator or by any Authority, the Contractor shall arrange for the required tests or inspection, including Administrator's attendance, such that there is no delay in the performance of the Work. The Contractor's costs incurred as a result of any such test or inspection shall be borne by the Contractor.

3.17.2 Necessary certificates of testing, inspection or approval shall be secured by the Contractor and immediately forwarded to Administrator.

3.18 The Contractor shall perform the Work described in the Contract Documents within the Contract Time for the Contract Sum.

**ARTICLE 4
ASSOCIATION'S RESPONSIBILITIES**

4.1 The Association, upon reasonable written request, shall furnish to the Contractor within a reasonable time with the following: (1) information necessary for Contractor to give Association's notice of Contractor's mechanic's lien rights; (2) evidence that financial arrangements have been made to fulfill the Association's obligations under this Agreement; (3) a legal description of the Site; and (4) any equipment and materials reasonably necessary as determined by the Association to perform the Work.

4.2 The Association will provide Contractor and Subcontractors, upon the request of Contractor, reasonable access to the Site prior to commencement of the Work.

4.3 With input from the Contractor, the Association will order and provide all materials and equipment for the Work as solely determined by the Association.

4.4 The Association agrees to advise its members, owners, tenants, residents, and golfers to remain clear of the Work as is practical.

4.5 The Association represents that it has the authority under its governing documents to enter into this Agreement.

4.6 The Association shall purchase and maintain insurance required by its governing documents and California law. This insurance shall be a broad form policy readily available to common interest developments. Coverage for other perils is not required except to the extent specifically required by this Agreement or the Contract Documents.

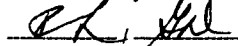
**ARTICLE 5
CONTRACT SUM AND CHANGES TO CONTRACT SUM - FIXED PRICE**

5.1 Contract Sum. The Association shall pay to the Contractor for the Contractor's performance of this Agreement, the Contract Sum of four hundred thirty-two thousand three hundred sixty and 00/100 Dollars (\$432,360.00). The Contract Sum is payable in twelve equal monthly installments ("Monthly Payments") in the amounts set forth in Exhibit "C," subject to adjustment for additions and deductions pursuant to Change Orders and Change Directives. The Monthly Payments shall include, but is not limited to, the Contractor's profit, overhead, supervision, and general and administrative costs. In addition to any adjustments pursuant to Change Orders or Change Directives, the monthly Contract Sum may be reduced or extinguished by breach or default of the Contractor under this Agreement. Pursuant to Exhibit "C" of the Agreement, Contractor asserts its right to purchase Association's existing golf course equipment for one hundred two thousand and 00/100 Dollars (\$102,000.00), upon written agreement of the parties, at a future date. Contractor will provide a check for the purchase of the golf course equipment outright. If Contractor purchases Association's existing golf course equipment, the Contract Sum shall increase to four hundred sixty-seven thousand one hundred sixty and 00/100 Dollars (\$467,160) annually, with an increased Monthly Payment amounting to thirty-eight thousand nine hundred thirty and 00/100 Dollars (\$38,930.00).

5.2 Additional charges or credits to the Contract Sum shall be made by Change Order on a unit price basis calculated according reasonable value of the Work as calculated in Paragraph 5.3, below. Any changes which add to the cost of the Work shall increase the Contract Sum and any changes which omit or reduce the cost of the Work shall decrease the Contract Sum according to the unit price of such changes. The Contractor shall process all unit price Change Orders as provided in Paragraph 9.1 hereof, and the Association will have no obligation to pay Contractor for unit price Change Order work performed prior to receiving the necessary approval outlined in Paragraph 9.1.

5.3 For any adjustments to the Contract Sum for which unit prices are not specified in the Contract Documents, the following percentages of costs shall be attributable to the change in the Work:

5.3.1 Unless otherwise agreed upon, changes which add to the cost of the Work shall be reimbursable at the Contractor's cost plus fifteen percent (15%) for profit, overhead, supervision, and general and administrative costs, and changes which reduce the cost of services



provided by the Contractor shall reduce the Contract Sum by an amount equal to the cost savings plus fifteen percent (15%).

5.3.2 When both additions and credits are involved in any one change, the allowance for overhead, profit, supervision, and general and administrative costs, shall be figured on the basis of the net difference, if any.

5.4 Overtime, when specifically authorized by the Association and not as an Extraordinary Measure as defined in Paragraph 10.4, shall be paid for by the Association on the basis of the Contractor's actual labor expense, including the Contractor's actual employer's payroll burden. Overhead, profit, supervision, and general and administrative costs will not be paid by the Association for overtime.

5.5 The parties hereby acknowledge that in the event the Contractor is unable to provide services as required in the attached Scope of Work for Portola Golf Course Services and Maintenance, Exhibit D, or the Common Area Landscape Responsibilities and Scope of Work, Exhibit E, the Association is entitled to a credit of a portion of the Contract Sum attributable to the number of days that Contractor was unable to perform the Work.

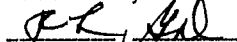
ARTICLE 6 PROVISIONS FOR PAYMENT

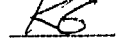
6.1 There shall be no start-up or mobilization payment due under this Agreement.

6.2 The Contractor shall be entitled to apply for monthly progress payments by serving an Application for Payment not more than once per month starting on the first day of the month following the Commencement Date.

6.3 Prior to submission of the first Application for Payment and as a precondition for the issue of any Certificate of Payment, the Contractor will submit an itemized Schedule of Values to the Administrator for review and approval. The Schedule of Values will be the basis of payment to Contractor in the Applications for Payment, and shall (1) apportion the total cost of the Work among the various portions of the Work so as to fairly and accurately allocate the total Contract Sum across all of the Work, and (2) shall be supported by such data in order to substantiate its accuracy as Association and Administrator may reasonably require. Applications for Payment (1) may include requests for payment authorized by Change Directives, even though these Directives have not yet been included in approved Change Orders; (2) shall not include amounts that Contractor does not intend to forthwith pay to Subcontractors; and (3) if applicable, subject to Paragraph 6.4 below, may include the cost of materials and equipment purchased in reasonable amounts as approved by the Association and to be used exclusively for the Work as delivered and stored on or off the Site, provided as regards all materials stored off Site, the Contractor first provides reasonable access for inspection thereof as requested from time to time by the Administrator.

6.4 Title to all Work materials and equipment covered by an Application for Payment will pass to the Association immediately upon Association's payment therefore, but the Contractor





shall remain totally liable for all risk of loss or damage until incorporation of the materials or equipment into the Work.

6.5 Provided that an Application for Payment is received by the Administrator not later than the first day of the month, the Association shall make payment to the Contractor not later than the thirtieth (30th) day of the same month. If an Application for Payment is received by the Association and the Administrator after the application date fixed above and subject to the issuance of the Certificate of Payment as above, payment shall be made by the Association not later than thirty (30) days after receipt of the Application for Payment. In all cases, payment by Association shall not be due to the Contractor until Administrator has issued a Certificate of Payment indicating that the Contractor is entitled to receive the sum requested.

6.6 Within ten (10) days of the Contractor's submission of an Application for Payment, the Administrator will review the Application for Payment and will: (1) issue a Certificate for Payment to the Association; or (2) advise the Contractor and the Association of the reasons why the Certification for Payment is being withheld, either in whole or in part. The Association agrees not to withhold payment of the entire Application for Payment if the disapproved portion can be segregated from the approved portion of the Application. If certification is withheld, the Administrator and the Contractor shall attempt to agree on a revised amount that can be certified. If agreement between the Administrator and the Contractor is not achieved, the Administrator shall certify the amount to the extent which Administrator considers appropriate.

6.7 The Administrator or the Association may decide to withhold certification, in whole or in part if, in the Administrator's or Association's reasonable view, the Contractor is not entitled to payment in the amount applied for in any Application for Payment as: (1) the Contractor has not completed Work to the point indicated in the Application for Payment; (2) the Contractor has not expended or used the time and/or materials claimed; (3) defective work has not been remedied; (4) third party claims have been filed; (5) the Contractor's failure to pay Subcontractors or material suppliers; (6) the Administrator has a reasonable belief that Contractor cannot finish the Work for the unpaid balance of the Contract Sum; (7) there is unrepaired damage to the Association's buildings or common areas caused by the Contractor; (8) Administrator has a reasonable belief that Contractor cannot finish the Work within the Contract Time; and (9) the Contractor has consistently failed to do the Work in accordance with the Contract Documents. The Administrator or the Association may certify any amounts withheld once the condition causing the withholding of certification has been removed.

6.8 Payments due and unpaid shall bear interest from the date due at the rate of one and one-half percent (1½%) per month unless such rate or rates exceed the maximum lawful rate of interest when the rate of interest shall be the maximum allowable by law.

ARTICLE 7 LIENS AND INDEMNITIES

7.1 Provided that the Association makes the payments owing to the Contractor under this Agreement when such payments are due, the Contractor shall keep the Work and the land and improvements upon which the Work is performed free from all claims and liens arising out of labor and materials furnished by the Contractor, any subcontractors, material suppliers, and

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anyone else with the statutory right to file mechanics' liens, and the Contractor shall indemnify and hold the Association free and harmless from any costs or expense incurred on account of the recording or assertion

ARTICLE 8 PAYMENTS TO ASSOCIATION

8.1 If the Association is entitled to reimbursement or payment from the Contractor as set forth herein, such payment shall be made within ten (10) days after demand by the Association. Without prejudice to the Association's other rights, if the Contractor fails to promptly make any payment due the Association, or the Association incurs direct and actual costs and expenses to recover any sums due, cure any default of the Contractor or to correct defective Work, the Association shall have the right to offset such amount against the Contract Sum and, in the Association's sole discretion elect either to (1) deduct such payment due and direct and reasonable costs and expenses actually incurred from any payment then or thereafter due the Contractor from the Association, or (2) issue a written notice to the Contractor reducing the Contract Sum by an amount equal to that which the Association is entitled.

8.2 All payments due to the Association and unpaid shall bear interest from the date due at the rate of ten percent (10%) per annum unless such rate or rates exceed the maximum lawful rate of interest when the rate of interest shall be the maximum allowable by law.

ARTICLE 9 CHANGES IN THE WORK

9.1 Changes of any size and scope may be made in the Work by the Association and the Contractor after this Agreement is executed and shall not affect the validity of this Agreement. All such changes in the Work shall be in writing in the form of a Change Order, Change Directive or a Minor Change Order. Unless other written instructions are provided to the Contractor by the Association, no Change Order work shall be commenced by the Contractor until the written Change Order has been approved and signed by the Contractor, the Administrator and the Association. In the event the Contractor commences work on a Change Order prior to receiving a fully-approved and executed Change Order, the Contractor shall not be paid for said work. The Contractor shall complete all such Change Orders, Change Directives and Minor Change Orders in a reasonably prompt time. A change in the Contract Sum shall be accomplished only by Change Order or Change Directive. No course of conduct or dealings between the parties, nor express or implied acceptance of alternations or additions to the Work, and no claim that the Association has been unjustly enriched by any alteration or addition to the Work, whether or not there is any unjust enrichment to the Work, shall be the basis of any claim to an increase in any amount due under the Contract Documents or a change in any time period provided for in the Contract Documents.

9.2 Should the Contractor disagree with the adjustment in the monthly Contract Sum, or the work contained in the Change Directive, the Contractor shall notify Administrator in writing of the basis for the disagreement and shall present the Contractor's proposed change in the Work

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or Contract Sum. Should the parties not ultimately agree, the Contractor shall keep an itemized accounting, with supporting data, of all work performed under the Change Directive including the following: (1) costs of labor, including insurance, benefits, worker's compensation insurance, and wage expenses; (2) costs of materials, supplies and equipment; (3) rental costs of machinery and equipment, exclusive of hand tools; (4) costs of premiums for bonds and insurance, permit fees and taxes related to the Work; and (5) costs of supervision and office or field personnel that is attributed to the Change Directive.

ARTICLE 10 COMMENCEMENT AND COMPLETION

10.1 The Commencement Date shall be September 16, 2020.

10.2 The Contractor shall not commence the Work prior to the effective date of insurance or bonding required by Article 20. However, the Contractor's failure to produce evidence of the required insurance or bonding shall not change the Commencement Date or allow Contractor additional time to complete the Work.

10.3 The Contractor shall proceed expeditiously with sufficient personnel and shall complete the Work ("Completion") not later than one (1) year after the date first listed above or September 15, 2021, subject to adjustments of this Contract Time pursuant to Change Orders and Change Directives, and subject to Association's right to terminate the Agreement as provided in Article 12 hereof.

10.4 In the event and so often as the Administrator reasonably determines that the performance of the Work has not progressed or reached the level of completion required by the Contract Documents or as specified in the schedule for the Work or there is otherwise cause for the Association to reasonably determine that the Work will not be completed in accordance with the Contract Documents, the Administrator shall have the right to order the Contractor to take corrective measures necessary to expedite the progress of construction, including, without limitation, (1) working additional shifts or overtime, (2) supplying additional manpower and (3) other similar measures (hereinafter referred to collectively as "Extraordinary Measures"). Such Extraordinary Measures shall continue until the progress of the Work as determined above is reasonably satisfactory to the Administrator. The Association's right to require Extraordinary Measures is solely for the purpose of ensuring the Contractor's compliance with the schedule or Contract Documents and the Contractor shall not be entitled to an adjustment in the Contract Sum or the Contract Time in connection with Extraordinary Measures required by the Association pursuant to this Article.

10.5 Time is of the essence to this Agreement and all obligations thereunder. The Contractor acknowledges and agrees that the Association will sustain extensive damages and serious loss should the Contractor not perform the Work as required and as specified in the Contract Documents.

10.6 No performance bonuses are required by this Agreement.

10.7 Notwithstanding anything to the contrary herein, in the event of inclement weather or Acts of God that affect Contractor's ability to perform the Work, the Contractor shall be excused from performing the Work for the period of such inclement weather or Acts of God; provided, however, in the event of the foregoing, no deduction shall be made from the Contract Sum.

ARTICLE 11 TERM

11.1 Without prejudice to the provisions of Article 12 and Article 13, the Agreement shall be for an initial twelve (12) month term and is effective as of the Commencement Date, subject to renewal for successive one (1) year terms upon the prior written consent of Association and Contractor.

11.2 The Association or the Contractor may notify the other party of its intent not to renew this Agreement by providing the other party with written notice of its intent not to renew at least ninety (90) days prior to the end of any term.

ARTICLE 12 TERMINATION AND SUSPENSION BY ASSOCIATION

12.1 Redirection of Work. The Association shall be entitled to direct postponement or rescheduling of part of the Work when, in the Association's discretion, postponement or rescheduling is reasonably necessary to accommodate special circumstances of any one or more member(s) or resident(s).

12.2 The Association may terminate this Agreement for cause (Termination for Cause) upon two days written notice to the Contractor and Contractor's surety if the Contractor: (1) consistently fails or refuses to supply sufficiently skilled workers or the proper materials; (2) fails to make timely payments to Subcontractor's or Contractor's employees or material suppliers; (3) fails to comply with Legal Requirements; (4) commits a substantial or material breach of this Agreement; (5) breaches any express warranty made under the Contract Documents; (6) fails when requested to furnish the Association with assurances satisfactory to the Association evidencing the Contractor's ability to complete the Work in compliance with all the requirements of the Contract Documents; (7) fails, after commencement of the Work, to proceed continuously with the construction and completion of the Work for more than ten (10) days, except as permitted under the Contract Documents; (8) fails to consistently perform quality workmanship with skilled personnel and specified or higher-quality materials; and/or (9) fails to have, keep or maintain any of the required insurance policies or bonds in full force and effect as provided in Article 22.

12.3 Termination for Cause by Association shall not prejudice any of Association's rights or remedies under the Agreement or in law. If Termination for Cause occurs, Association shall pay the Contractor the reasonable proportion of the Work successfully completed by the Contractor.

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ARTICLE 13
TERMINATION AND SUSPENSION BY CONTRACTOR

13.1 Contractor may terminate this Agreement upon sixty (60) days written notice to Association, and if such termination occurs, Association shall pay the Contractor the pro-rated portion for any partial month of Work.

13.2 If the Administrator does not issue a Declaration to Procure Payment or if the Association does not pay the Contractor the amount certified by the Administrator, then the Contractor may, upon seven additional days' written notice to the Association and Administrator, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up.

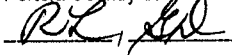
ARTICLE 14
TERMINATION AND SUSPENSION

14.1 Notwithstanding the provisions of Articles 12 or 13, either party may terminate the Agreement in whole or in part for convenience and without cause or reason ("Termination at Will"), on sixty (60) day written notice to the non-terminating party.

14.2 A Termination at Will shall be by a notice of termination delivered to the non-terminating party specifying the extent of termination and the effective date.

14.3 Upon receipt of a notice of Termination at Will, the Contractor shall immediately, in accordance with instructions from the Association, proceed with performance of the following duties regardless of delay in determining or adjusting amounts due under this paragraph: (1) cease operation as specified in the notice; (2) place no further orders and enter into no further subcontracts for materials, labor, services or facilities except as necessary to complete continued portions of the Contract; (3) terminate all subcontracts and orders to the extent they relate to the Work terminated; (4) proceed to complete the performance of Work not terminated; and (5) take action that may be necessary, or the Association may direct, for the protection and preservation of the Work and the Site.

14.4 Upon Termination at Will, the Contractor shall recover as its sole remedy, payment for Work properly performed in connection with the terminated portion of the Work prior to the effective date of Termination at Will and for items properly and timely fabricated off the Site, delivered and stored in accordance with the Association's instructions. The Contractor hereby waives and relinquishes all other claims for payment and damages resulting from Association's termination of this Agreement, including, without limitation, anticipated profits.





**ARTICLE 15
ADMINISTRATION OF THE CONTRACT**

15.1 The Association will procure the services of an Administrator who will provide administration of this Agreement and the Work.

15.2 The Administrator will carry out such actions as are designated herein to be performed by the Administrator within the time limits specified or within fifteen (15) days, whichever is the earlier.

15.3 The Administrator will be available throughout the Work, to receive and give communications to and from the Association and Contractor on those matters concerning the Administrator or the Administrator's duties hereunder.

15.4 The Administrator is obligated to perform specific functions, duties and responsibilities which will or may affect Contractor's performance of the Work and the Contractor agrees to: (1) cooperate with Administrator in every reasonable way; and (2) follow the Administrator's instructions, so as to permit the Administrator to accomplish the Administrator's required functions, duties and responsibilities. These functions, duties and responsibilities may include, but are not necessarily limited to, the following:

15.4.1 Conducting and attending pre-construction meetings and construction progress meetings;

15.4.2 Review of, approval or rejection of Contractor Submittals;

15.4.3 Review, approval or rejection of Change Orders and Change Directives;

15.4.4 Review, approval, rejection or certification of Contractor's Applications for Payment, including Lien release requirements;

15.4.5 Directing the sequence, order or timing of the Work by the Contractor and/or between the Contractor and other contractors working at the Site;

15.4.6 Rejection of non-conforming work;

15.4.7 Conducting periodic on-site inspections of the Work;

15.4.8 Certifying completion of the Work;

15.4.9 Review and determination of validity of Claims;

15.4.10 Conducting tests and inspections to verify Contractor's conformance with the Contract Documents; and

15.4.11 Such other tasks as the Association shall require or otherwise consider beneficial to the completion of the Work.

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**ARTICLE 16
SUBCONTRACTORS**

16.1 Not less than ten (10) days prior to entering into any agreement with any Subcontractor, the Contractor shall provide Association with: (1) copies of all proposed Subcontractors' Agreements (in their final form) between Contractor and any Subcontractor; (2) copies of all Subcontractor's contractor's licenses; and (3) copies of Certificates of Insurance for all Subcontractors, and (3) the names of all entities proposed as manufacturers of the products identified in the Specifications and, where applicable, the name of the installing Subcontractor.

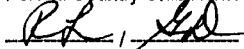
16.2 The Association will be entitled (for good reason) to object to any of the proposed Subcontractors, provided that the Association serves written notice of objection within seven (7) days of Contractor's submissions.

16.3 Should the Association object to a proposed Subcontractor, the Contractor shall nominate another Subcontractor to whom Association has no objection. The Contractor shall not enter into a contract with any Subcontractor with whom the Association has any reasonable objection, and upon a proposed change of Subcontractor for the Contractor's convenience or benefit, the Contractor shall reimburse Association for any and all costs accruing to the Association as a result thereof, including but not limited to, the costs charged by the Administrator for qualifying the new Subcontractor.

16.4 All subcontracts (1) shall be on the AIA Document A401, Standard Form of Agreement Between Contractor and Subcontractor, 1987 Edition, or such other form as the Association shall reasonably require, and (2) shall specifically provide that the Association is an intended third-party beneficiary of such subcontract. All subcontracts shall, at a minimum, require the Subcontractor to abide by the provisions of Paragraphs 2.2, 3.1, 3.11, 3.15, 5.2, 7.1, 9.1, 18.3, 18.5, and the entirety of ARTICLE 1, ARTICLE 12, 16, 17, 18, ARTICLE 20, ARTICLE 23 and 25. When appropriate, the word "Subcontractor" shall be substituted for the word "Contractor" when necessary to give the provisions meaning in the subcontract. Whenever appropriate, the Subcontractor agreement shall require the Subcontractor to include the same provisions in all Sub-subcontractor agreements.

16.5 The Contractor shall make the Contract Documents available to Subcontractors whenever the Subcontractor is to be bound by the Contract Documents. The Contractor shall also advise Subcontractor of any Contract Documents and Subcontractor agreement terms that are at variance with each other to the extent Contractor is aware of any such variances.

16.6 The Contractor shall permit the assignment to the Association of every Subcontractor agreement after Termination for Cause by the Association and provided that such assignment applies only for those subcontracts which the Association accepts by notifying the Subcontractor. All such assignments are subject to any prior rights of any surety obligated under any bond under this Agreement. Each subcontract shall specifically provide that the Association shall only be responsible to the Subcontractor for those obligations of the Contractor that accrue subsequent to the Association's exercise of any assignment.



ARTICLE 17
PERSONNEL, MATERIAL AND USE OF THE SITE

17.1 The Contractor shall only employ and retain labor in connection with the Work capable (in the reasonable opinion of the Administrator) of working harmoniously with all trades, crafts and any other individuals associated with the Work. The Contractor shall also use its best efforts to minimize the likelihood of any strike, work stoppage or other labor disturbance.

17.2 The Contractor will only use, employ, engage, or hire persons for this work that are lawfully entitled to work in the United States. The Contractor will reimburse Association for any loss, penalty, costs, fines, attorney fees, judgments, damages, or assessments incurred by Association as a result of the Contractor or the Contractor's Subcontractors' breach of this provision.

17.3 The Contractor, and any entity for whom the Contractor is responsible, shall not erect any sign on the Site without the prior written consent of the Association.

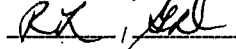
17.4 The Contractor shall ensure that the Work, at all times, is performed in a manner that affords reasonable access, both vehicular and pedestrian, to the Site and all adjacent areas. The Work shall be performed, to the fullest extent reasonably possible, in such a manner that public areas adjacent to the Site shall be free from all debris, materials and equipment. The Contractor shall use its best efforts to minimize any interference with the occupancy or beneficial use of any areas and buildings adjacent to the Site or buildings within the Site which are occupied in whole or part.

17.5 Entry to the Site shall be via the front entrance of the Association, with parking limited to RV lot 2 (next to the Association management office) on a space available basis. Contractor will be provided (at no cost) with either a headlight tag or a gate card for each employee. Facilities approved for use are the golf maintenance buildings and the golf course restroom buildings located at hole 9. Except as designated in this paragraph, the Contractor shall not permit any workers to use any other existing facilities at the Site, including, without limitation, lavatories, toilets, entrances and parking areas and shall use its best efforts to comply with all rules and regulations (as amended from time to time) promulgated by the Association in connection with the use and occupancy of the Site. The Contractor may only use common area electricity and water.

17.6 The Contractor shall enforce discipline and order among the Contractor's employees, Subcontractor's employees and other persons performing any of the Work and shall not use persons on the job who are not trained and skilled to perform the assigned tasks.

17.7 Conduct of the Contractor's Personnel. The Contractor accepts responsibility for the conduct of any and all persons performing Work on Site whether employed by the Contractor or not. The Contractor will ensure or procure that:

17.7.1 As the Site is a residential complex in which many homes are occupied during the day, Contractor shall make every effort to minimize noise and interference with use and enjoyment of the Site by the residents and ensure that no one performing the Work on Site





shall swear or use radios, personal audio devices or otherwise make unnecessary noise or sounds audible to residents.

17.7.2 As the Site is private property where there are limited or no public thoroughfares, and limited or no public parking, the Contractor will only stage material and equipment at points within the Site as approved by Association or Administrator or as designated in the Contract Documents, and neither the Contractor nor the Contractor's personnel shall park in any fire lanes or in any space on the property, or in any portion of the property which is not a parking space designated for the Contractor's use, except as specifically approved by the Association. The Association shall be entitled to tow away any vehicle improperly parked at the Contractor's expense without recourse for cost or loss of use.

17.7.3 On the Site or any adjacent area (1) no illegal drugs or alcohol will be used; (2) no pets or animals of any kind will be brought thereon; (3) all personnel will exhibit reasonable decorum in dress with recognition of the work to be performed; (4) all personnel, including Subcontractor's employees, shall wear the Contractor's or the Subcontractor's standard shirts, hats or other identifying clothing, and badges or other identification as determined by the parties; (5).

17.7.4 The Contractor will ensure that any person seriously or persistently violating any portion of this Article will be excluded from the Site upon the Association's request.

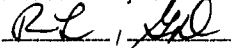
ARTICLE 18 PROTECTION OF PERSONS AND PROPERTY


18.1 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs required by any Authority or industry custom in connection with the performance of this Agreement and will comply with all Legal Requirements.

18.2 The Contractor shall appoint a person of responsibility on the Site whose duties shall include the prevention of accidents. Unless another person is specifically designated, this person shall be the Superintendent.

18.3 The Contractor shall take all reasonable precautions for the safety and protection of Contractor's employees, Subcontractor's employees, Association members, directors, employees, agents, contractors and other users of the portion of the site where Work is being performed, so as to prevent loss, damage or injury to all such persons including posting all notices or signs required by law or good practice. The Contractor shall also protect the Work and the materials and equipment used in connection therewith, whether in the course of installation or storage on or off-Site. The Contractor shall take all reasonable precautions for the safety and protection of the portion of the site where Work is being performed.

18.4 The Contractor shall, at its sole cost, repair, replace and restore any and all property damaged or lost, to the extent damage or loss is caused by the Contractor, any Subcontractor, any sub-Subcontractor, material supplier, or anyone employed by any of them, whether or not negligence exists.





18.5 The Contractor shall promptly report in writing to the Association and Administrator all accidents arising out of or in connection with the Work which cause death, personal injury, or property damage, giving full details and statements of any witnesses. In addition, if death, serious personal injury, and/or serious property damage is caused, the accident shall be reported immediately by telephone or messenger to the Association, Administrator, and the Association's attorney.

18.6 In the event Contractor encounters material believed to be or contain asbestos or polychlorinated biphenyl, which has not been rendered harmless, the Contractor shall stop work in that area and immediately submit a written report of Contractor's findings to Association. If the material is found not to be asbestos or polychlorinated biphenyl or, if the asbestos or polychlorinated biphenyl has been rendered harmless the Contractor will, upon the written instruction from Administrator, resume Work in the area.

18.7 The Contractor shall not use or permit or suffer any fill or other materials to be incorporated into the Work which are hazardous, toxic or comprised of any items that are hazardous or toxic, except for such pesticides as are commonly used in the golf course or landscape maintenance industry.

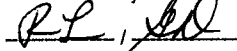
ARTICLE 19 INSPECTIONS AND CORRECTIONS OF THE WORK

19.1 Uncovering Work. The Contractor shall, upon the request of Administrator, uncover the Work to allow Administrator to observe and inspect the Work. All such uncovered Work will be replaced at the Contractor's sole expense, unless such portion of the Work was not specifically required by the Administrator or under the Contract Documents to be left uncovered for Administrator's observation and inspection.

19.2 Correction of Work. The Contractor shall promptly correct any Work that is rejected by the Administrator so that it conforms to the Contract Documents, all at Contractor's sole expense. The Contractor's obligation to correct rejected Work shall arise regardless of whether the rejection occurs prior to, or after, completion. Any costs associated with uncovering, inspecting or re-inspecting, removing and/or replacing rejected Work shall be borne by the Contractor, including the costs of Administrator or any Consultant.

19.3 If the Contractor, a Subcontractor or anyone for whom either is responsible uses, destroys or damages any portion of the Work or the Site, including, without limitation, building finishes, mechanical, electrical, plumbing and other building systems, machinery, equipment or other mechanical devices, the Contractor shall immediately cause such item to be repaired or replaced at the Contractor's sole expense.

19.4 Should the Contractor fail to correct nonconforming Work within a reasonable time and after notice from the Association, the Association may correct the Work and charge the Contractor for the reasonable cost thereof. The Association may also remove any nonconforming Work and store any salvageable materials or equipment at the Contractor's expense. The Association shall be entitled to sell or otherwise dispose of any such stored materials or equipment if the Contractor fails to pay for the cost of the storage and the removal within ten (10) days of notification from Association. The Association shall be entitled to deduct such reasonable and





actual costs incurred from any sums still owed to Contractor. If there are insufficient sums still owing to the Contractor, the Contractor shall pay the amount of the deficiency to the Association upon demand.


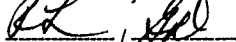
19.5 The Association reserves the right to accept nonconforming Work, in lieu of requiring it to be removed and replaced provided that (1) the Association's acceptance in any one instance shall not be considered a waiver of Association's rights to demand removal and correction of nonconforming or deficient work in any other instance; (2) upon acceptance of nonconforming Work, the Contract Sum shall be adjusted as appropriate and equitable, whether or not the final monthly Contract Sum Payment has been made to Contractor.

ARTICLE 20 DISPUTE RESOLUTION

20.1 Claim Procedure. During the course of the Work and prior to initiating mediation, Claims shall be submitted to Administrator for informal resolution. The parties agree to reasonably determine any special procedures to be used in this process. All such Claims will be decided by Administrator within thirty (30) days of the original submission of the Claim. Either party may proceed to mediation of a Claim if Administrator fails to render its decision within the thirty (30) day period. Either party dissatisfied with the Administrator's decision may proceed to more formal Claim resolution procedures as outlined below.

20.2 Mediation. Prior to submitting a Claim to litigation, the parties must first attempt to settle any Claim by mediation in accordance with the rules of the IVAMS Arbitration Mediation Services ("IVAMS") currently in effect unless the parties mutually agree to another mediator or another set of rules or approach to mediation. Demand for mediation shall be filed in writing with the other party to this Agreement and with IVAMS. A demand for mediation shall be made within a reasonable time after the Claim has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such Claim would be barred by the applicable statutes of limitations. If any party files a lawsuit without complying with the foregoing requirement, that party shall waive its right to any attorneys' fees to which such party might otherwise be entitled in such lawsuit under Paragraph 25.10 of this Agreement. Notwithstanding the foregoing, if a party submits a written request to mediate a dispute to the other party and the latter fails to respond in good faith and to take reasonable steps to initiate mediation within thirty (30) days of receipt of such notice, the party requesting the mediation shall then be free to file a lawsuit and there shall be no waiver of any entitlement to attorneys' fees under the preceding sentence.

20.3 Tolling of Statute of Limitations. The parties hereto agree that any applicable statute of limitations shall be tolled during the pendency of any mediation proceedings.



**ARTICLE 21
REQUIRED INSURANCE COVERAGES FOR CONTRACTORS AND SUBCONTRACTORS**

21.1 Contractors, throughout the term of the Agreement or in the case of a Subcontractor, the term of the Subcontract, and up to the expiration of the Warranty Periods, or longer as required below, to procure and maintain in full force and effect, at its sole cost and expense, the following insurance with limits not less than specified herein or as required by law, whichever is greater:

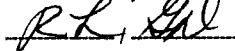
21.1.1 Comprehensive general liability ("CGL") Coverage

(a) Minimum Limits. Contractors and Subcontractors are required to obtain CGL insurance coverage with CGL coverage (equivalent in coverage to ISO form CG 00 01) for bodily injury and property damage, shall not be less than:

	Contractor Insurance Limits	Subcontractor Insurance Limits
Each Occurrence	\$1,000,000	\$1,000,000
Personal Advertising Injury Limit	\$1,000,000	\$1,000,000
Products/Completed Operations Aggregate Limit	\$1,000,000	\$1,000,000
General Aggregate Limit (other than Products/Completed Operations)	\$2,000,000	\$2,000,000

(b) Minimum Scope. The policy must include the following provisions:

- 1) Standard ISO CG0001 10 01 Contractual Liability coverage, or its equivalent.
- 2) Separation of Insureds clause.
- 3) Broad Form Property Damage coverage, including completed operations, or its equivalent.
- 4) An Additional Insured Endorsement (equivalent to ISO form CG 20 10 11 85 or ISO form CG 20 10 10 02 (or earlier edition form), plus ISO form CG 2037 10 01) naming Indemnitees as additional insured.
- 5) A Waiver of Subrogation, to apply in favor of Indemnitees.





6) Coverage must be on an "occurrence" form. "Claims Made" and "Modified Occurrence" forms are not acceptable.

7) Such coverage as is afforded by this policy for the benefit of the additional insured(s) is primary and any other coverage maintained by such additional insured(s) shall be non-contributing with the coverage provided under this policy.

8) Premises and Operations coverage with no explosions, collapse, or underground damage exclusion (XCU).

9) There shall be no exclusion for attached, residential or condominium projects or an insured versus insured exclusion.

10) Products and Completed Operations coverage shall be maintained for the longer of: (a) ten (10) years following completion of the Contractor's Work or in the case of Subcontractors', the Subcontractors' Work and (b) the applicable statute of limitations and/or repose for the jurisdiction of the Project Site.

11) There shall be no exclusion for subsidence.

12) There shall be no "pollution" exclusions or its equivalent.

13) Should any loss fail to meet Contractor's insurance deductible, Contractor acknowledges it shall be responsible for all costs arising from said loss, and warrants neither Association nor individual resident shall incur any cost or be obligated to tender a claim under their respective insurance policies.

21.1.2 Employment Practices Liability Insurance ("EPLI")

(a) Minimum Limits. Contractors and Subcontractors are required to obtain and have EPLI insurance coverage in effect at all times during performance of the Work with EPLI coverage limits of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate. The Association shall be named as an additional insured on such EPLI insurance policies.

21.1.3 Workers' Compensation Insurance

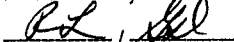
(a) Minimum Scope and Limits. Workers' Compensation Insurance with employer's liability insurance with limits of the following:

Coverage A. Statutory Benefits - State of Hire

Coverage B. Employers' Liability of not less than:

Bodily Injury by accident: \$1,000,000 each accident

Bodily Injury by disease \$1,000,000 policy limit





Bodily Injury by disease \$1,000,000 each employee

(b) Waiver of Subrogation. Worker's Compensation Insurance must contain a waiver of subrogation endorsement providing that each insurer waives any rights of recovery by subrogation, or otherwise, against: (i) Indemnitees; (ii) Contractor; and (iii) all others performing Work or services at the Project Site. A waiver of subrogation shall be effective as to any Person even if such Person: (A) would otherwise have a duty of indemnification, contractual or otherwise; (B) did not pay the Worker's Compensation Insurance premium directly or indirectly; and (C) does or does not have an insurable interest in the property damaged.

21.1.4 Automobile Liability. Insurance to include coverage equivalent in scope to ISO form CA 00 01 with not less than One Million Dollars (\$1,000,000) combined single limit, each accident covering all owned, hired and non-owned autos. If Contractor or Subcontractor does not have any company-owned vehicles, a copy of the declaration page from the personal auto liability policy of the principal(s) of Contractor or each Subcontractor making such claim will be acceptable. Hired and non-owned auto coverage of Contractor and each Subcontractor must be evidenced through a general liability policy or auto policy.

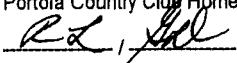
21.1.5 Professional Liability Insurance

(a) Minimum Limits. If Contractor or any Subcontractor performs or contracts to perform any design or Design/Build Work at the Project Site, such Contractor or Subcontractor, or its design subconsultant, must have Professional (Errors and Omissions) Liability insurance in limits not less than One Million Dollars (\$1,000,000) each claim and in the aggregate.

(b) Minimum Scope. Such insurance shall include prior acts coverage sufficient to cover the Work and Contractual Liability to cover liability assumed under the Agreement, or in the case of a Subcontractor, the subcontract. Such policy may be written on a "claims made" basis provided that the policy has a retroactive date of placement prior to or coinciding with the commencement of any professional services performed on any part of the Work and is to be maintained during the term of the Agreement or Subcontract, in the case of Subcontractors, and for a period of ten (10) years after Substantial Completion of the Project. There shall be no exclusion for attached, residential or condominium projects or an insured versus insured exclusion. Such Contractor or Subcontractor performing Design/Build Work is required to provide evidence to Owner that their current Professional Liability policy has no impairment on the aggregate limits before commencing any Design/Build Work.

21.1.6 Property Insurance

(a) Coverages. Contractor and Subcontractors are required to maintain Property Insurance coverage for physical damage (including loss of use therefrom), of their property, supplies and equipment (whether or not owned by them) that are not covered under the Association's Builder's Risk Insurance, if any. The policy should be maintained for the duration of this Agreement, or in the case of Subcontractors, their subcontracts, and shall continue until the Project is delivered to the Association.



premium to Association. Contractor shall and shall require all Subcontractors to provide Association with a copy of any notice of reduction or cancellation that they receive within five (5) Business Days of receipt of such notice. Contractor and each Subcontractor shall supply Association with updated replacement certificates of insurance and/or copies of insurance policies that evidence the continuation of all of the terms and conditions of the coverage, limits of protection, and scope of coverage as required by this Article 21.

21.2.4 No act or omission of any insurance agent, broker or insurance company representative shall relieve Contractor of any of its obligations under the Agreement.

21.2.5 Neither Contractor nor Subcontractors shall not take any actions that would suspend or invalidate any of the required coverages during the time period such coverages are required to be in effect.

21.2.6 Each insurance policy shall provide that any failure to comply with reporting provisions of the policies shall not affect coverage provided to Association and all additional insureds.

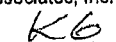
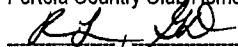
21.2.7 No Limitations on Coverage. The insurance limits herein are minimum levels of insurance only and nothing herein should be construed to limit the actual limits of insurance obtained by Contractor or Subcontractors. Should Contractor or Subcontractors obtain limits and coverages in excess of the minimum insurance requirements contained herein, then the limits in the policy shall apply to this Project, as if required by this Article.

21.2.8 The Certificates of Insurance shall state "All Operations" of Contractor or subcontractor performed on behalf of Association shall be covered by such insurance.

21.2.9 Association reserves the right, in its sole discretion, to require higher limits of liability coverage if, in Association's opinion, operations create higher than normal hazards, and to require Contractor to name additional parties in interest to be an additional insured, and included in any required Waiver of Subrogation, Notice of Cancellation, or other endorsement. If Association exercises the right to require higher limits, Association shall negotiate an equitable adjustment through a Change Order.

21.2.10 Nothing in this Article shall reduce Contractor's and Sub-Contractor's obligations under the Agreement. Contractor's (or Subcontractors') procurement and/or maintenance of insurance shall not be construed as a limitation of liability or as full performance of the indemnification and hold harmless provisions of the Agreement.

21.2.11 Certificates of Insurance. Neither Contractor nor any Subcontractor shall commence any Work on the Site including, without limitation, bringing any equipment or personnel onto the Site, until such time as Association has received, reviewed and approved evidence satisfactory to Association that all mandatory insurance as specified in this Article has been obtained by such parties and that such insurance is in form and substance satisfactory to Association. Prior to the commencement of the Work, Contractor and each Subcontractor are required to provide certificates of insurance to Association as evidence that policies specified in this Article are in full force and effect. Acceptance and/or approval by Association of the insurance herein shall not be construed to waiver or relieve Contractor or Subcontractors from any



obligations, responsibilities, or liabilities under the Agreement. Certificates of insurance will be labeled and addressed as follows:

Name: Portola Country Club Homeowners' Association, Inc.
% Association's General Manager
Address: 42-500 Portola Avenue, Palm Desert, CA 92260

21.2.12 Waiver of Right to Recovery. Contractor and Subcontractors hereby waive all rights of recovery by subrogation, because of deductible or SIR clauses, inadequacy of limits of any insurance policy, limitations or exclusions of coverage, and for any other reasons, against each other, Association, and its Indemnitees, and each of their officers, directors, agents, and employees, and any other contractor, Subcontractor, or other person performing Work or rendering services on behalf of Association in connection with the Project.

21.2.13 Contracts. Contractor will include substantially identical language contained in this Article including coverage limits, waivers, requirements that Association and the Indemnitees be named as additional insureds into all subcontracts and assure each Subcontractor's compliance with the requirements of this Article. In no event, shall insurance provisions in the subcontract be less inclusive or stringent than those stated in this Article.

ARTICLE 22 WARRANTIES

22.1 The Contractor warrants:

22.1.1 That it is financially solvent, able to pay all debts as they mature and possesses sufficient working capital to perform the Work and perform all obligations set forth in this Agreement.


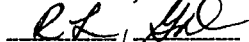
22.1.2 That it is able to furnish the proper facilities, tools, materials, supplies, equipment and labor required to perform the Work and its obligations hereunder;

22.1.3 That it and all Subcontractors are authorized to do business in the State of California and are properly licensed in all areas of work to be undertaken by them respectively in accordance with the regulations of the Contractor's Licensing Board of the State of California and any Authority;

22.1.4 That its execution of this Agreement and its performance thereof is within its duly authorized powers;

22.1.5 That it has visited the Site, is familiar with the local and special conditions under which the Work is to be performed and has correlated on-Site observations with the requirements of the Contract Documents; and

22.1.6 That it is a contractor who possesses a high level of experience and expertise in the business administration, construction, construction management, landscape construction, golf course grounds maintenance, and superintendence of work of the size,



complexity and nature of this particular Work, and that it will perform the Work with the care, skill and diligence of such a contractor.

22.1.7 That it has completed the information listed required by Labor Code section 2810 as listed on Exhibit "B", that all of said information is true and correct and that the Contractor will fully comply with all Legal Requirements of said Labor Code section. The Contractor further warrants that if any of the information listed on Exhibit "B" is estimated, the Contractor will continually attempt to ascertain the information required and will reduce that information to writing and provide same to the Association once the information becomes known.

22.2 The foregoing warranties are in addition to, and not in lieu of, any and all other liability imposed upon the Contractor by law with respect to the Contractor's duties, obligations and performance hereunder. The Contractor's liability hereunder shall survive the Association's final acceptance of and payment for the Work. All representations and warranties set forth in this Agreement, including, without limitation, this Article, shall survive the completion or the earlier termination of this Agreement. The Contractor acknowledges that the Association is relying upon the Contractor's skill and experience in connection with the Work.

22.3 Contractor warrants and guarantees to Association that all labor shall be performed in accordance with the highest industry standards and all materials used shall be of the highest commercial grade. Further, Contractor shall perform Work in accordance with all manufacturer's specifications in order to preserve Association's right to any and all Contractor's and manufacturer's warranties. Additionally, the Contractor will provide necessary labor and materials reasonably required to remedy material defects for the installation of any new plant material for the period of ninety (90) days. All warranty periods as provided herein are collectively referred to as the "Warranty Period."

22.4 If, within the Warranty Period, any of the Work is found to be not in conformance with the Contract Documents, the Contractor shall immediately repair all such defects and deficiencies until compliance with the Contract Documents is obtained. The Warranty Period for repairs to all such portions of the Work shall then be extended to equal the original warranty period, so that the Association shall be entitled to the full time period for warranty protection for all Work performed. These provisions shall survive acceptance of the Work and shall further survive the termination of this Agreement. The Contractor agrees to assign to the Association at the time of completion, any and all manufacturer's warranties relating to materials and labor used in the Work and further agrees to perform the Work in such manner so as to preserve any and all such manufacturer's warranties.

22.5 The Contractor shall furnish warranty repairs and maintenance and twenty-four (24) hour call back service for the equipment provided, installed, or removed and reinstalled, by Contractor for the duration of the Warranty Period, commencing after completion and acceptance of the Work. As to all used equipment that Contractor is only reinstalling after its removal to allow the Work to be completed, Contractor shall provide this service only until the equipment has been tested and accepted by Administrator, or for twelve months after the equipment is provided whichever comes first. This service shall include regular examinations of the installation by competent and trained employees of the Contractor, and is not in lieu of, nor shall it affect any warranty or guaranty applicable to the Work or any materials used in the Work.

22.6 This Article is not to be interpreted as limiting the rights of the Association to prosecute proceedings against Contractor to enforce compliance with the Contract Documents or to establish Contractor's liability with respect to any obligations other than the correction of the Work. Time limits contained in this Article relate only to Contractor's obligations to correct deficiencies in the Work.

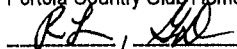
ARTICLE 23 INDEMNIFICATION

23.1 To the fullest extent allowed by law, Contractor shall defend, indemnify, and hold the Association and its directors, officers, agents, employees, and attorneys harmless from and against any claims, damages, losses, expenses, judgments, and attorney's fees, arising out of, relating to, or resulting from (i) the performance of the Work that results in bodily injury, sickness, disease, death, or injury, damage or destruction of property, including loss of use thereof, to the extent the damage or injury is caused by the Contractor's negligence or intentional acts or omissions, or the negligent or intentional acts or omissions of the Contractor's subcontractors of any tier, or anyone directly or indirectly employed by them, and (ii) any employment-related claims including, but not limited to, misclassification and wage and hour claims related to the performance of the Work or this Agreement. This indemnification obligation shall not be construed as reducing or eliminating any other right or obligations of indemnity which would otherwise exist in favor of the Association. The indemnity obligations described in this section shall apply to the extent that any such claim arises from or is alleged to arise from any unlawful act or omission of the Contractor, any Contractor staff, or any subcontractor related to or resulting from the performance of the Work or this Agreement. The Contractor's indemnity obligation shall not apply to the extent any such claim, damage, loss, expense, judgment or attorneys' fees are caused by the Association's intentional misconduct.

ARTICLE 24 SPECIAL CONDITIONS

24.1 Should any of the Work require excavation of any part of the Site, the Contractor shall be responsible for ensuring that an authorized utility locating service has marked the exterior underground utilities in the area where the excavation is to occur in advance of the excavation. On due compliance, the Contractor shall be entitled to rely upon such markings and will not be responsible, in the absence of negligence, for damage to any underground utility. In all other circumstances, the Contractor shall be responsible for any and all damage to any exterior underground utility that occurs as a result of the excavation.

24.2 Whenever the Work is such that minor damages to the Association property may result, even in the absence of any negligence by the Contractor, the Contractor shall repair all such minor damage as a part of the Contract Sum. The Contractor shall not be responsible for damages to the personal property of any individual if Contractor: (1) is free of negligence in performing the work that resulted in the damage to the personal property and (2) Contractor has notified the individual resident at least forty-eight (48) hours in advance of beginning work on the residence and advised resident of the possibility of damage with proper advisement on the steps the individual resident should take to protect his or her property.





**ARTICLE 25
GENERAL PROVISIONS**

25.1 Representatives. Reference to the parties or any third party shall be deemed to include their authorized representatives.

25.2 Grammar. All personal pronouns used in this Agreement, whether used in the masculine, feminine, or neuter gender, shall include all other genders and the singular shall include the plural and vice versa. Titles of articles, paragraphs and subparagraphs are for convenience only, and neither limit nor amplify the provisions of this Agreement in itself. The use herein of the word "including" when following any general statement, term, or matter, shall not be construed to limit such statement, term or matter to the specific items or matters set forth immediately following such word, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term or matter.

25.3 Severability. Whenever possible, each provision of this Agreement shall be interpreted in a manner as to be effective and valid under applicable law. If, however, any provision of this Agreement, or portion thereof, is prohibited by law or found invalid under any law, only such provision or portion thereof shall be ineffective, without in any manner invalidating or affecting the remaining provisions of this Agreement or valid portions of such provision, which are hereby deemed severable.

25.4 Applicability to Subcontractor. Any specific requirement in this Agreement that the responsibilities or obligations of the Contractor also apply to a Subcontractor is added for emphasis and are also hereby deemed to include a Subcontractor of any tier. The omission of a reference to a Subcontractor in connection with any of the Contractor's responsibilities or obligations shall not be construed to diminish, abrogate or limit any responsibilities or obligations of a Subcontractor of any tier under the Contract Documents or the applicable subcontract.

25.5 Notice. Written notice shall be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which such notice was intended, or if delivered or sent by facsimile or registered or certified mail to the addresses or facsimile numbers listed herein unless otherwise notified in writing. Notices sent by facsimile shall be deemed received upon transmission if sent during normal working hours. If sent at other times, facsimiles will be deemed received at the beginning of the next working day thereafter.

PK, SW

KG

Association:

Portola Country Club Homeowners' Association, Inc.
c/o Association's General Manager
42-500 Portola Avenue
Palm Desert, CA 92260
Phone: (760) 346-5481 | fax: (760) 779-1761
E-mail: phyllis.h@portolacc.com

Contractor:

Vintage Associates, Inc.
c/o Kyle Gritters, President
78755 Darby Road
Bermuda Dunes, CA 92203
Phone: 760-772-3673 | E-Mail: kyleg@vintageco.com


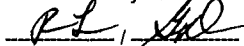
Association's Attorney:

Dea C. Franck, Esq.
EPSTEN, APC
74830 Highway 111, Suite 100
Indian Wells, CA 92210
Phone: (760) 836-1036 | fax: (760) 836-1040
E-Mail: dfranck@epsten.com

25.6 Cumulative Remedies. No right or remedy herein conferred upon or reserved to either of the parties to this Agreement is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given under this Agreement or now or hereafter legally existing upon the occurrence of an event of default under this Agreement. The failure of either party to this Agreement to insist at any time upon the strict observance or performance of any of the provisions of this Agreement, or to exercise any right or remedy as provided in this Agreement, shall not impair any such right or remedy or be construed as a waiver or relinquishment of such right or remedy with respect to subsequent defaults. Every right and remedy given by this Agreement to the parties to it may be exercised from time to time and as often as may be deemed expedient by those parties.

25.7 Governing Law. The execution, interpretation, and performance of this Agreement shall in all respects be controlled and governed by the laws of the State of California.

25.8 Assignment. Except as provided in Article 17, neither the Association nor the Contractor may assign this Agreement without the express prior written consent of the other. Should either party attempt to assign this Agreement to any other person or entity, the party attempting to assign shall remain legally obligated and responsible under the Agreement. By signing this Agreement, both the Contractor and the Association bind themselves, their successors, partners, assigns, and legal representatives to the other party hereto as respects the



covenants, conditions, agreements, and obligations contained in this Agreement and the Contract Documents.

25.9 Waiver. The Association's, the Administrator's and/or the Contractor's acts or failures to act to enforce any right or duty under this Agreement shall not be considered or deemed a waiver of the right to enforce any other right or duty, nor is the act or failure to act to be interpreted as approval of the breach by any other party, unless specifically agreed to in writing.


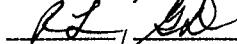
25.10 Attorneys' Fees. Should any action, proceeding or arbitration arise out of or be necessary to construe or enforce the provisions of this Agreement, or the rights of the parties hereunder, the party prevailing in such action shall be entitled to recover all court costs and reasonable attorneys' fees to be fixed by the court or arbitrator and taxed as part of the judgment thereunder.

25.11 Entire Agreement. This Agreement, including any specified attachments or other specified documents, constitutes the entire agreement between the Association and Contractor with respect to the work to be performed under the Agreement. No change to this Agreement shall be valid unless made by supplemental written agreement executed and approved by the Association and the Contractor. Except as otherwise provided herein, any and all amendments, additions or deletions to this Agreement shall be null and void unless approved by the Association and the Contractor in writing. Each party to this Agreement hereby acknowledges and agrees that the other party has made no warranties, representations, covenants or agreements, express or implied, to such party, other than those expressly set forth herein, and that each party, in entering into and executing this Agreement, has not relied upon any warranties, representations, covenants or agreements, express or implied to such party, other than those expressly set forth herein.

25.12 Counterparts. This Agreement can be executed and delivered in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall together shall constitute one and the same instrument. Any counterpart delivered by facsimile, .pdf or other electronic means shall have the same import and effect as original counterparts and shall be valid, enforceable and binding for the purposes of this Agreement. The parties may opt to confirm any electronically transmitted signatures by exchanging ink-signed originals, but the failure to do so shall not affect this Agreement's validity in any way.

25.13 Independent Review. Each party to this Agreement and its legal counsel have reviewed and revised, or had the opportunity to revise, this Agreement. The rule of construction that ambiguities are to be resolved against the drafting party or in favor of a party receiving particular benefit under an agreement may not be employed in the interpretation of this Agreement or any amendment of this Agreement. Unless separately provided herein, this Agreement is entered into and effective as of later of the day(s) and year(s) provided with the signatures below.

25.14 Authority to Sign. The person(s) signing below assert and confirm that they have the authority to sign this Agreement and bind the corporation or entity which they represent to the terms, conditions, promises, and obligations in this Agreement.



ASSOCIATION: PORTOLA COUNTRY CLUB HOMEOWNERS' ASSOCIATION, INC.
a California non-profit mutual benefit corporation

By: Ramona Linnell Date: 9/14/2020
Signature
Ramona Linnell, President
Print Name / Capacity

By: Geraldine Davis Date: 9/15/20
Signature
GERALDINE DAVIS SECRETARY
Print Name / Capacity

CONTRACTOR: VINTAGE ASSOCIATES, INC.

Contractor's license number: 647984

By: Kyle Gritters Date: 9/14/20
Print Name, Capacity Kyle Gritters
President

RL

KG

EXHIBIT "A"

SCHEDULE OF HOURLY RATES

[TO BE PROVIDED BY CONTRACTOR]

KL, Sal

KG

EXHIBIT "A"
Vintage Associates – 2020 EXTRA PRICING LIST

2020 Plant/Material/Labor	Unit Price includes labor and material
Shrubs	\$
1 gal.	10.00
5 gal.	28-32.00
15 gal.	100.00
Vines	\$
5 gal. Stk.	32.00
15 gal. stk.	110.00
5 gal. Esp.	60.00
15 gal. esp.	182.00
Trees	\$
15 gal.	94.00
24" box	325.00 - \$375 depending on species
Citrus	\$
24" box	350.00
Palms	\$45-\$75 per l/f depending on species
24"box Chamaerops	370.00
Material	
Headerboard/edging	Invoice plus 15%
Boulders	Invoice plus 15%
Rubble	Invoice plus 15%
D.G.	Invoice plus 15%
River rock	Invoice plus 15%
Equipment Rental	Invoice plus 15%
Labor	\$/hr.
Supervisor	45.00
Laborer	27.00
Irrigator pipe fitter	30.00
Foreman	35.00
Equipment/operator	35.00

**** Premium plants shall be priced separately depending variety**

Discounted pricing is provided as follows:

For larger projects, pricing below listed values will be provided on an as quoted basis.

RH/SD

KG

EXHIBIT "B"

Labor Code §2810

Compliance Schedule of Required Provisions

- (1) Name, address, and telephone number of the contracting parties: Listed in body of contract.
- (2) Description of the labor or services to be provided and statement of when those services are to be commenced and completed: Listed in body of contract plus all exhibits.
- (3) The State Tax Employer identification number of the Contractor: 33-0499024
- (4) Contractor's Workers Compensation Insurance policy number and the name, address, and telephone number of the Contractor's Workers Compensation Insurance Carrier:

Old Republic Insurance Company c/o Venbrook Insurance Services
6320 Canoga Avenue, 12th Floor
Woodland Hills, CA 92367
Telephone: 818-598-8969
Policy Number: MWC31265520
Effective Date: 3/1/2020
Expire Date: 3/1/2021

- (5) Vehicle identification number of any vehicle that is owned by the construction, janitorial, or security guard contractor and used for transportation in connection with any service provided pursuant to the contract or agreement, the number of the vehicle liability insurance policy that covers the vehicle, and the name, address, and telephone number of the insurance carrier (attach additional sheets if necessary):
- (6) The total number of workers to be employed under the contract or agreement, the total amount of all wages to be paid, and the date or dates when those wages are to be paid:
- (7) The amount of the total contract price to be paid to the Contractor: Listed in body of contract in Section 5.1. – four hundred thirty-two thousand three hundred sixty and 00/100 Dollars (\$432,360.00) – subject to terms described in Section 5.1.
- (8) The total number of persons who will be utilized under the contract or agreement as independent contractors, along with a list of the current local, state, and federal contractor license identification numbers that the independent contractors are required to have under local, state, or federal laws or regulations:



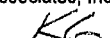
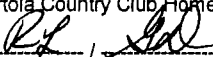


EXHIBIT "C"

CONTRACTOR'S BID PROPOSAL, DATED July 31, 2020
CONSISTING OF FOUR (4) PAGES

(Attached)





PROFESSIONAL
LANDSCAPE
SERVICES



VINTAGE
LANDSCAPE

MAINTENANCE

WATER
MANAGEMENT

ARBORIST

NURSERY

DESIGN &
CONSTRUCTION

Golf Course Maintenance

July 31, 2020

Portola Country Club

RL/SH

KG



Recognized and Enduring Quality Since 1992

September 9, 2020

Phyllis Harkins for the Board of Directors
 General Manager
 Portola Country Club HOA
 42-500 Portola Avenue
 Palm Desert, CA 92253

RE: Portola Country Club Golf Course Maintenance - revised

Dear Phyllis,

Thank you for allowing us to provide our proposal for golf course landscape and maintenance services at Portola Country Club Homeowners Association. Vintage Associates has the knowledge and experience to maintain your golf course landscape and enhance the beauty and value of Portola Country Club and is committed to your goals.

We are unique in our industry because we are the only company in the Coachella Valley to offer a complete range of services. Subsidiary divisions of Vintage Associates include Vintage Landscape, landscape maintenance, and professional arborist company, Vintage Nursery, and Vintage Outdoors, landscape design, and construction and irrigation specialists. Vintage Associates team members consist of certified professionals in the horticultural field with over 100 years of combined experience dedicated only to our accounts in the Coachella Valley.

We have provided detailed information about our company, key personnel and service practices. Our supervisors have an average of 10-20 years of experience working in the landscape industry and are knowledgeable in horticulture and irrigation practices and working on golf course projects. The ability to understand and troubleshoot the irrigation system, along with performing repairs is essential.

Our financial proposal for the Golf Course Maintenance as detailed in your letter dated July 20, 2020, and outlined in the scope of work provided for Portola Golf Course Services and Maintenance described below:

Portola Country Club	Vintage Landscape Proposal
1. Bid for golf course labor only, utilizing Portola's equipment	\$27,650 mo./\$331,800 annual
1-a. Bid for common area labor, utilizing Portola's equipment	\$ 2,400 mo./\$ 28,800 annual
2. Bid for golf course labor services, using Vintage equipment	\$30,550 mo./\$366,600 annual
2 - a. Bid for common area labor, using Vintage Equipment	\$ 2,400 mo./\$ 28,800 annual
3. Our bid to provide, seed, fertilizers and chemicals for the term of the contract; said items to meet USGA standards for golf course operations	\$5,880 mo./\$70,560 annual
3 - a. Bid to provide seed, fertilizers and chemicals for common area	\$ 100 mo./\$ 1,200 annual
4. Bid to outright purchase Portola's existing golf course equipment, per attached spreadsheet. Mechanic lift, fuel storage tanks and furniture and fixtures in the golf maintenance room are not included in the sale.	\$102,000

RL/MD

K6

Vintage will be happy to apply the purchase of the golf equipment towards the monthly contract amount until equipment is paid off or provide a check for the purchase of this equipment if awarded the contract for golf course maintenance.

Included in our bid package is the Scope of Work for Portola Golf Course Services and Maintenance, dated July 20, 2020. Vintage Landscape finds no exceptions to this scope of work. (See attachment A)

LICENSES AND PERMITS: Enclosed are the following: (See attachment B)

- City of Palm Desert business license
- California Department of Pesticide Regulation license
- A C27 Contractors License

REFERENCES: We are providing four references for similar services including golf courses we maintain.

1. The Lights at Indio Municipal Golf Course (16 acres)

Landmark Golf Limited Partnership
74-947 Highway 111
Indian Wells, CA 92210
Director of Golf Operations: Joe Gill
760)485-8269
Serviced since June 2014
18 hole golf facility

2. First Tee – The Golf Course at Palm Desert

45-305 Oasis Street
Indio, CA 9220
Serviced since July 2011
Landmark Golf Limited Partnership – Charles DeLorre
760/861-1428
Golf course at First Tee

3. Outdoor Resort Palm Springs Owners Association

69411 Ramon Road
Cathedral City, CA 92234
General Manager: Ed Vitrano
760)328-3834 ext. 244
Serviced since August 2014
Lawn Maintenance of 1200 lots and 18 hole Golf Course

4. Shadow Mountain Golf Club

73-800 Ironwood
Palm Desert, CA 92260
PDGV Member - Manager: Darren Dammeyer
760)799-4653
Serviced since July 2016
18 hole Golf Course

INSURANCE: (See Attachment C)

Certificate of Liability Insurance for Commercial General Liability, Automobile Liability, Umbrella Liability and Workers Compensation – (certificate provided)

ADDITIONAL INFORMATION:

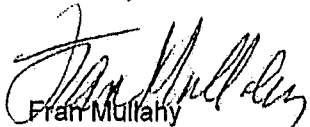
- Vintage will perform an initial irrigation evaluation to assess the condition of the existing irrigation system should Vintage be awarded the landscape contract. All costs to repair irrigation deficiencies will be at the Association expense.
- Bruce Brown, Golf Course Maintenance Superintendent, will be the point of contact. (see Attachment D)



Bruce Brown, Senior Golf Superintendent
AS Turfgrass Management, QAC
Rainbird, Toro, Network 8000/Cirrus/Nimbus/Osmack
computer operator.

We appreciate the opportunity to submit this proposal to Portola Country Club Homeowners Association. We will be happy to make ourselves available to make a formal presentation to the Board to discuss our services and how we can help you achieve your goals.

Sincerely,



Fran Mullahy
Manager of Business Development

Cc: Kyle Gritters, President
Bruce Brown, Senior Golf Course Superintendent

EXHIBIT "D"

**SCOPE OF WORK FOR PORTOLA GOLF COURSE SERVICES AND MAINTENANCE
CONSISTING OF TWO (2) PAGE(S)**

(Attached)

4310447v1

Portola Country Club Homeowners' Association, Inc.

RL, [Signature]

Vintage Associates, Inc.

K6



JULY 20, 2020

SCOPE OF WORK FOR PORTOLA GOLF COURSE SERVICES AND MAINTENANCE

- DAILY** Mow greens including putting and practice greens; repair ball marks on greens; roll greens as needed. Rotate tee markers; reseed tee box divots; restock divot seed boxes. Remove debris from golf course; maintain golf course maintenance shop area
- TWICE A WEEK** Mow rough areas
- THREE TIMES A WEEK** Mow tee boxes, fairways, approaches, collars and aprons (preferably Tuesday Thursday and Saturday)
Reposition flag cups using club flag sequence established by Contract Administrator.
- WITHIN 48 HOURS OF MOWING** Provide neatly trimmed edging of ALL golf course areas (including but not limited to: walls and patios adjoining golf course, concrete cart paths, golf course trees, tee box bronze markers, street curbs adjoining golf course, walls surrounding golf course lakes, utility boxes, areas around benches on golf course,
- TWICE A MONTH** Repair and maintain non-concrete cart paths, per industry standards, utilizing fill material as appropriate.
- IRRIGATION** Contractor is responsible to maintain and repair all golf course irrigation. Association is responsible for cost all irrigation parts. Contractor and Association will coordinate golf course watering schedule based on time of year and golf play schedule. Contractor will work with Contract Administrator regarding any watering issues that develop.
- SPECIFIC ITEMS** **June and July**—hollow core, aerify and top dress greens, broom finish.
October—provide all labor and equipment needed to overseed all golf course areas. Contractor will follow all golf industry standards, along with State of California, Riverside County, and AQMD standards for overseeding. Contractor and Association will coordinate course closing and opening dates. Contractor will provide annual rye seed and all other items required for overseeding as part of agreement. Contractor will provide type of seed and application schedule to contract administrator.
Mowing heights—Contractor will coordinate with Contract Administrator regarding mowing heights of greens, tees and aprons, fairways and approaches, and rough areas. These mowing heights will be in writing and mutually agreed to by Contractor and Association.

R.L./SD

KC



Hours of Operation—Contractor will coordinate with Contract Administrator on golf crew work hours, in conjunctions with City of Palm Desert landscape and construction ordinances. Contractor will communicate to Contract Administrator regarding any changes to golf crew work schedule. Upon signing of contract, and every calendar year after, Contractor will provide company holiday schedule to Contract Administrator.

Bocce Courts—Contractor will mow bocce courts on a weekly basis or as needed. Contractor will mark courts after mowing, with paint purchased by Association.

HOA Office—Contractor will provide, as requested, assistance to reinstall entrance gate arms. Contractor will provide, as requested, assistance to lower or raise clubhouse flags. Contractor will provide a monthly maintenance check of HOA office golf cart and Golf Starter cart

Association Streets—Contractor will provide debris removal from streets as requested, and will invoice Association for this work.

Portola Country Club Homeowners' Association

42-500 Portola Avenue, Palm Desert, CA 92260

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KG

EXHIBIT "E"

COMMON AREA LANDSCAPE RESPONSIBILITIES AND SCOPE OF WORK

CONSISTING OF ONE (1) PAGE

(Attached)

RL, MW

RG



September 8, 2020

Common Area Landscape Responsibilities and Scope of Work

Maintenance shall include turf and trash detail on a weekly basis. DG and gravel shall be maintained as needed or to control weeds and to maintain a neat appearance. Includes rye seed, fertilizers and herbicides needed to control weeds.

Monthly value - \$2,500

1. Portola Avenue desertscape. Ficus will be maintained as needed to maintain a height of approximately seven feet
2. Grass surrounding the HOA office, along with flower beds at office
3. Oleanders at HOA parking lot, as needed
4. Bodie Pool grass, shrubbery, and DG areas
5. Azurite Pool grass, shrubbery, and DG areas, along with grass and areas surrounding bocce courts (Diadomite and Azurite)
6. Dog Park area
7. Clubhouse facing Sutters Mill, along with roses in north parking lot, plants in south parking lot, and three flower beds in front of clubhouse
8. Small gravel area at Merle gate, along with cleaning up wind debris as needed
9. Small gravel area at Gary gate, along with cleaning up wind debris as needed
10. Desertscape along cart path to WRCA (Wash) as needed
11. Five grass islands on Quicksilver
12. Desertscape at entrance center island, along with raised desertscape beds at north and south sides of entrance, and inside center island
13. RV lot 1 desertscape facing Azurite
14. Grass strip just north of tennis court on Sutters Mill
15. Small gravel area at Bodie Road emergency gate, as needed

Work as needed, when approved, and billed separately from monthly service as an extra cost.

1. Weeding at Rebecca Road desertscape
2. Weeding/spraying at both RV lot 1 and RV lot 2, inside gravel areas
3. Trimming oleanders on south side entrance facing Portola
4. Weeding of north exit ficus, inside residence gate, 42500 Bodie Road
5. Annual trimming of oleanders at #9 restroom on Angels Camp
6. Annual trimming of RV lot 1 east and west facing oleanders

RL/BO

KGO