AGENDA ITEM NO. 3.j

Concord **REPORT TO MAYOR AND CITY COUNCIL**

TO THE HONORABLE MAYOR AND CITY COUNCIL:

DATE: December 8, 2015

SUBJECT: APPROVE AN AGREEMENT WITH VALLEY CREST GOLF COURSE MAINTENANCE, INC. (FOR REQUEST FOR PROPOSAL #2329 GOLF COURSE MAINTENANCE - DIABLO CREEK GOLF COURSE) IN THE AMOUNT OF $965,000 TO PROVIDE MAINTENANCE SERVICES AT DIABLO CREEK GOLF COURSE (FUNDED BY THE GOLF ENTERPRISE FUND)

Report in Brief

The City issued a Request for Proposal (RFP) #2329 Golf Course Maintenance – Diablo Creek Golf Course and opened bids on September 10, 2015. Valley Crest Golf Course Maintenance, Inc. was the only bid submitted in the amount of $965,000 annually for years one and two of a five year contract term, with years three, four and five to be adjusted by the Consumer Price Index (CPI).

Staff recommends that the City Council approve a five-year agreement (with an additional five-year option to extend) with Valley Crest Golf Course Maintenance, Inc. in an amount of $965,000 annually to provide maintenance services at Diablo Creek Golf Course, appropriate $21,050 from the Golf Enterprise Fund to cover the additional contract cost from January 2016 to June 2016 and authorize the City Manager to execute the agreement.

Background

In 2004 the City conducted a study of the potential impact of contracting for the maintenance of Diablo Creek Golf Course. A draft set of maintenance specifications was developed and sent to three national firms with experience in golf course maintenance. The companies were asked to comment on the draft specifications and provide an estimate of potential savings to the City if a contract maintenance program was implemented. Two companies responded to the invitation. The responses indicated that significant savings could be achieved through a contract maintenance program. After reviewing the results of the study, the City issued a Request for Proposals for a golf course maintenance contract and in late 2005 the City Council awarded the maintenance contract to Valley Crest Golf Course Maintenance. Valley Crest assumed maintenance responsibilities in January 2006 with a five-year contract term and an additional five-year extension option which expires on December 31, 2015.

Discussion

On August 11, 2015 the City issued RFP #2329 Golf Course Maintenance – Diablo Creek Golf Course. The RFP was noticed according to the Procurement Policy along with posting through the Public Purchase System, Contra Costa Times and other customary methods by the Purchasing Manager. In addition, the RFP was directly sent to six of the largest nationwide golf course maintenance firms. Two firms attended a pre-bid conference and tour of the golf course on August 17. On September 10 bids were opened and the City received one bid submittal from Valley Crest Golf Course Maintenance. As the one responsive bidder, the submittal was reviewed for completeness, accuracy, and having met bid requirements. The bid received is for an annual cost of $965,000. This is a modest increase of 4.5% above the current terms currently paid to Valley Crest for maintenance services in calendar year 2015. It should be noted that during the recessionary period of the prior contract, Valley Crest agreed to not only forgo any contract increases in years 2011 and 2012 but also agreed to a Change Order in the agreement to reduce their contract compensation by $10,000 in 2012.

Valley Crest has provided a very high level of maintenance services at Diablo Creek Golf Course over the last ten years. Customers frequently comment that Diablo Creek has the best tees and greens of any golf course in the East Bay. Customer satisfaction surveys regularly give high marks to the conditions of the course. Diablo Creek has been fortunate to have Don Paul as our Golf Course Superintendent for the entire ten years of the contract with Valley Crest. Don came to us with a very strong resume of experience and his leadership has been critical to the success of the partnership with the City and with his fellow contractors at the golf course, East Bay Golf Center (Joe Fernandez) and Legends and Heroes Sports Bar and Grill (Debbie Marshall).

The City Council, having had the foresight to implement a maintenance contract at Diablo Creek ten years ago, has experienced conservatively a savings of between $150,000 to $200,000 annually on maintenance services, thus allowing the golf course enterprise fund to weather the recessionary storm.

Fiscal Impact

An increase of $21,050 to the golf maintenance contract for the remainder of fiscal year 2015-16 can be absorbed in the Golf Enterprise Fund which currently has a balance of $243,114.

Public Contact

Posting of the Council agenda. A copy of this report has been provided to Valley Crest Golf Course Maintenance, Inc.

Recommendation for Action

Staff recommends that the City Council approve a five-year agreement (with an additional five-year option to extend) with Valley Crest Golf Course Maintenance, Inc. in an amount of $965,000 annually to provide maintenance services at Diablo Creek Golf Course, appropriate $21,050 from the Golf Enterprise Fund to cover the additional contract cost from January 2016 to June 2016 and authorize the City Manager to execute the agreement.

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Attachment 1: Agreement with Valley Crest Golf Course Maintenance, Inc.
Exhibit A: Request for Proposal (RFP) #2329 Golf Course Maintenance – Diablo Creek Golf Course
Exhibit B: Valley Crest Response to RFP #2329

DIABLO CREEK GOLF COURSE
MAINTENANCE SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is entered into on December 8, 2015 between the City of Concord, a California municipal corporation ("CITY") and ValleyCrest Golf Course Maintenance, Inc., a California corporation ("CONTRACTOR").

THE PARTIES ENTER THIS AGREEMENT based upon the following facts, understandings and intentions:

CITY has a need for golf course maintenance services at Diablo Creek Golf Course; and

CITY requested proposals for such golf course maintenance services, Request for Proposal (RFP) #2329 Golf Course Maintenance – Diablo Creek Golf Course, a copy of which is attached hereto, referred to as Exhibit "A" and incorporated herein by this reference; and

CONTRACTOR submitted a proposal dated September 10, 2015, a copy of which is attached hereto as Exhibit "B", and is incorporated herein by this reference, to perform the required work, and is willing to do so pursuant to the terms and conditions set forth in Exhibit "A" and in this Agreement.

CITY desires to contract with CONTRACTOR to provide the services described in Section 2 of this Agreement, upon the terms and conditions hereinafter set forth.

On December 8, 2015, the Council granted authority for the City Manager to enter into this Agreement with CONTRACTOR.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and promises of the parties herein contained, the parties hereto agree as follows:

1. TERM. The term of Agreement shall be for a period of five (5) years, commencing on January 1, 2016 and expiring on December 31, 2020 ("Initial Term").

A. Extension of Term. Upon mutual written agreement by the parties, the term of this Agreement may be extended for one (1) additional period of five (5) years ("Option") commencing on January 1, 2020 and expiring on December 31, 2024 ("Option Term"). Either CITY or CONTRACTOR shall give written notice of its request to exercise the Option to the other party's authorized representative as identified in Section 4 below, no later than March 31, 2020, in accordance with the notice procedures in Section 24, below. The Option exercise shall be subject to CITY's

approval, including based on review of CONTRACTOR's performance under this Agreement. The Option Term price shall be negotiated no later than June 30, 2020 and shall include a price adjustment for the first two-year period of the Option Term, together with a CPI adjustment for each of the three years remaining in the Option Term. Any extension and changes to the Option Term and/or price must be pursuant to a duly executed Amendment to this Agreement approved by the City Council..

2. SCOPE OF SERVICES.

A. Generally. Subject to such policy direction and approvals provided by the CITY's authorized representative, CONTRACTOR shall perform the maintenance of Diablo Creek Golf Course in accordance with this Agreement, Exhibit "A" and relevant portions of Exhibit "B" (collectively, "Scope of Services"). Any conflict between or among Exhibit "A", Exhibit "B" or this Agreement, shall be resolved first in favor of this Agreement and then in favor of Exhibit "A". CITY retains all rights of approval and discretion with respect to the projects and undertakings contemplated by this Agreement. See also Sections 2.B (Extra Work) and 2.C (Storm Damage) below.

B. Extra Work. Any extra work required of CONTRACTOR by CITY shall be performed in accordance with the procedure set forth in Section D, 1.4 of Exhibit "A". The City Council hereby grants authority to the CITY's authorized representative to request and contract for extra golf course work in an additional amount of up to $50,000 per year without returning for additional City Council approval.

C. Storm Damage. Clean up of damage and removal of debris due to storms shall be completed by CONTRACTOR as quickly as possible in order to restore the golf course to a playable condition. CONTRACTOR, at its sole cost and expense, shall be prepared to absorb expenses of up to $5,000 for each storm event. The City Council hereby grants authority to the CITY's authorized representative to request and contract for extra golf course work in an additional amount of up to $50,000 per year without returning for additional City Council approval.

D. Fund For Major Maintenance/Small Capital Projects.

i. On the last day of the first quarter of the first contract year, and the last day of each quarter thereafter, CONTRACTOR shall deposit with CITY Twelve Thousand Five Hundred Dollars ($12,500.00), which shall be placed in a special account ("Capital Projects

Account") by CITY to be used by CITY for planned and scheduled major maintenance and small capital projects approved in advance by CITY ("Projects").

ii. The amounts maintained in the Capital Projects Account shall be cumulative and carried over from one contract year to another.

iii. CONTRACTOR's obligation to deposit such amounts with CITY and for such amounts to accumulate and be carried over from one contract year to another shall apply to the Option Term.

iv. CONTRACTOR and CITY shall jointly develop a project list before the start of each contract year. CITY shall provide a monthly statement of the balance available for Capital Projects.

v. Where the costs of Projects exceed the accumulated amount available in the Capital Projects Account, CITY has the option of prioritizing the Projects and deciding whether to proceed with specified Projects, delaying any or all Projects until sufficient funds are accumulated in the Capital Projects Account, or advancing the difference between the amount available and the cost of the Project, subject to future reimbursements to CITY by CONTRACTOR from cumulative quarterly deposits.

vi. If this Agreement ends upon completion of the Initial Term, the balance of the amounts scheduled to be used for Projects shall be retained by CITY.

vii. If this Agreement is terminated with or without cause prior to completion of the Initial Term, the balance of the amounts scheduled to be used for Projects shall be handled in accordance with Section 14 (Termination).

viii. If this Agreement is extended beyond the Initial Term in accordance with the Option, any funds remaining in the Capital Projects Account from the Initial Term to be used for Projects shall be carried over to the Option Term.

ix. Unplanned repairs or unplanned improvements that must be dealt with in order to keep the golf course operating within the specifications do not constitute planned Major Maintenance or Small Capital Projects. Such unplanned repairs and unplanned improvements that are under Twenty Thousand Dollars ($20,000.00) per occurrence shall be CONTRACTOR's

responsibility, at CONTRACTOR's sole cost and expense. CITY will pay for any unplanned improvement or unplanned major repair in excess of Twenty Thousand Dollars ($20,000.00) per occurrence. Public Contract Law requires bidding for public projects that exceed One Hundred Twenty Five Thousand Dollars ($125,000) and City Council approval for any amounts over $50,000. Bidding may be waived if the work is deemed "emergency" work.

3. PAYMENT.

A. Compensation.

i. CITY shall pay CONTRACTOR for professional services rendered pursuant to this Agreement and Exhibit "A" the sum of $80,416.67 per month to maintain Diablo Creek Golf Course in accordance with the City specifications.

ii. The monthly fee as stated hereinabove shall be adjusted in years 3, 4 and 5 in accordance with the CPI "ALL items index" for the San Francisco-Oakland-San Jose area (hereinafter "CPI" adjustment).

iii. If applicable, the Option price will be negotiated in accordance with Section 1.A.

iv. Except as provided in Section 2.B (Extra Work) and 2.C (Storm Damage), any increase to this compensation amount must be mutually agreed to in writing pursuant to Section 5 below, and may require City Council approval.

v. CONTRACTOR may submit monthly statements for services rendered; all statements shall include adequate documentation demonstrating work performed during the billing period. It is intended that CITY review such statement and pay CONTRACTOR for services rendered within 30 days of receipt of a statement that meets all requirements of this Agreement. Payment by CITY shall not be deemed a waiver of unsatisfactory work, even if such defects were known to the CITY at the time of payment.

B. Method Of Billing. CONTRACTOR shall present CITY with a monthly billing invoice detailing work performed and approved reimbursable expenses and costs incurred during the previous month.

C. Payments Withheld/Penalties. CITY agrees to pay CONTRACTOR for work

satisfactorily performed and approved reimbursable costs and expenses incurred in accordance with this Agreement within thirty (30) days after submission of a statement from CONTRACTOR describing such work. If CITY determines that there are deficiencies in the performance of this Agreement CONTRACTOR shall be notified and such deficiencies shall be handled in accordance with Section D, 1.5 of Exhibit “A”.

D. Prevailing Wages.

i. The services to be provided hereunder are subject to prevailing wage rate payment as set forth in California Labor Code Section 1771. Accordingly, CONTRACTOR shall comply with all California Labor Code requirements pertaining to "public works," including the payment of prevailing wages in connection with the services to be provided hereunder (collectively, “Prevailing Wage Policies”). CONTRACTOR shall submit, upon request by the CITY, certified copies of payroll records to CITY and shall maintain and make such records available to CITY for inspection and copying during regular business hours at a location within the City of Concord.

ii. CONTRACTOR shall defend, indemnify and hold harmless CITY and its officers, officials, employees, volunteers, agents and representatives (collectively, "Indemnitees") from and against any and all present and future liabilities, obligations, orders, claims, damages, fines, penalties and expenses (including attorneys' fees and costs) (collectively, "Claims"), arising out of or in any way connected with CONTRACTOR's obligation to comply with all laws with respect to the work of improvements or Prevailing Wage Policies, including all Claims that may be made by contractors, subcontractors or other third party claimants pursuant to Labor Code Sections 1726 and 1781, as amended and added by Senate Bill 966.

iii. CONTRACTOR hereby waives, releases and discharges forever the Indemnitees from any and all present and future Claims arising out of or in any way connected with CONTRACTOR's obligation to comply with all laws with respect to the work of improvements and Prevailing Wage Policies. CONTRACTOR is aware of and familiar with the provisions of California Civil Code Section 1542 which provides as follows:

> "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of

executing the release, which if known by him must have materially affected his or her settlement with the debtor."

As such relates to this Section 3.D, CONTRACTOR hereby waives and relinquishes all rights and benefits which it may have under California Civil Code Section 1542. The obligations of CONTRACTOR under this Section 3.D shall survive the expiration or other termination of this Agreement.

4. AUTHORIZED REPRESENTATIVES. Authorized representatives shall represent CITY and CONTRACTOR in all matters pertaining to the services to be ordered by CITY or rendered by CONTRACTOR under this Agreement except where approval for the CITY is specifically required by the CITY Council. The CITY's authorized representative is the Director of Parks & Recreation, or his or her designee. The CONTRACTOR's authorized representative is Gregory A. Pieschala, President.

5. AMENDMENT TO AGREEMENT. Except as otherwise expressly stated herein, this Agreement may be amended or modified only by a writing duly executed by authorized representatives of both parties, and made and approved in compliance with the CITY's Municipal Code.

A. Amendment to Scope of Services. If CITY requests services other than as described in the Scope of Services, the amendment shall set forth the changes to the Scope of Services, any change in the performance time schedule, and any change in the compensation described in Section 3, above. Notwithstanding the foregoing, City Council is not required for changes pursuant to Sections 2.B (Extra Work) or 2.C (Storm Damage) as expressly provided therein.

B. Amendment for Additional Compensation. CITY's authorized representative is authorized to execute amendments to this Agreement on behalf of CITY, including amendments providing for additional compensation to CONTRACTOR not to exceed $50,000 (including the base contract amount) during any fiscal year. Any additional compensation to CONTRACTOR that results in more than $50,000 (including the base contract amount) for any fiscal year, must be approved by the City Council. Notwithstanding the foregoing, City Council is not required for changes pursuant to Sections 2.B (Extra Work) or 2.C (Storm Damage) as expressly provided therein.

C. Waiver. CONTRACTOR's failure to secure CITY's written authorization for additional compensation or changes to the Scope of Services shall constitute a waiver of any and all right to adjustment in the price or time due, whether by way of compensation, restitution, quantum meruit, or similar relief.

6. INDEPENDENT CONTRACTOR. Both parties understand and acknowledge that CONTRACTOR, its agents, employees, consultants, subconsultants, experts, contractors, and subcontractors are and shall at all times remain as to the CITY wholly independent contractors. Neither the CITY nor any of its officers or employees shall have any control over the manner by which CONTRACTOR performs this Agreement and shall only dictate the results of the performance. CONTRACTOR shall not represent that CONTRACTOR or its agents, employees, consultants, subconsultants, experts, contractors, or subcontractors are agents or employees of the CITY, and CONTRACTOR shall have no authority, express or implied, to act on behalf of the CITY in any capacity whatsoever as an agent, and shall have no authority, express or implied, to bind the CITY to any obligation whatsoever, unless otherwise provided in this Agreement.

As an independent contractor, CONTRACTOR shall not be eligible for any benefits, which the CITY may provide to its employees and all persons, if any, hired by CONTRACTOR shall be employees or subcontractors of CONTRACTOR and shall not be construed as employees or agents of the CITY in any respect. CONTRACTOR shall receive no premium or enhanced pay for work normally understood as overtime, e.g., hours that exceed forty (40) hours per work week, or work performed during non-standard business hours, such as in the evenings or on weekends. CONTRACTOR shall not receive a premium or enhanced pay for work performed on a recognized holiday. CONTRACTOR shall not receive paid time off for days not worked, whether it be in the form of sick leave, administrative leave, or for any other form of absence. CONTRACTOR shall pay all taxes, assessments and premiums under the federal Social Security Act, any applicable unemployment insurance contributions, Workers Compensation insurance premiums, sales taxes, use taxes, personal property taxes, or other taxes or assessments now or hereafter in effect and payable by reason of or in connection with the services to be performed by CONTRACTOR.

7. STANDARD OF PERFORMANCE. CONTRACTOR represents and warrants to

CITY that CONTRACTOR is skilled and able to provide such services described in the Scope of Services and that such services shall be performed in an expeditious manner, and with the degree of skill and care that is required by current, good, and sound procedures and practices. CONTRACTOR further agrees that the services shall be in conformance with generally accepted professional standards prevailing at the time work is performed.

8. PERFORMANCE BY CONTRACTOR.

A. Generally. CONTRACTOR shall not delegate its duties to, or employ, others (including consultants, subconsultants, experts, contractors, or subcontractors) without the prior written approval of the CITY. Notwithstanding the foregoing, CITY shall not be obligated or liable for payment hereunder to any party other than CONTRACTOR. CONTRACTOR hereby designates CONTRACTOR'S representative as the person primarily responsible for the day-to-day performance of CONTRACTOR'S work under this Agreement. CONTRACTOR shall not change CONTRACTOR'S representative without the prior written consent of the CITY. Unless otherwise expressly agreed by the CITY, CONTRACTOR'S representative shall remain responsible for the quality and timeliness of performance of the services, notwithstanding any permitted or approved delegation hereunder.

B. Relationship With Personnel And Managers At Golf Course. CONTRACTOR shall maintain regular communication, an attitude of cooperation and an overall good working relationship with CITY's authorized representative, the Head Golf Professional (currently Joe Fernandez dba East Bay Golf Center) and the food and beverage management personnel. A meeting shall be scheduled monthly at the golf course to discuss matters of mutual interest and concern and should be attended by CITY's representative, the course superintendent, the course Head Golf Professional and the food and beverage manager.

C. Hours Of Operation. CONTRACTOR shall maintain the golf course open from dawn to dusk 364 days of the year (closed Christmas day), with the exception of closures required by weather conditions. All closures require concurrence of CITY's authorized representative. CONTRACTOR shall be required to provide a minimum level of operation in compliance with standards contained herein.

9. OWNERSHIP AND MAINTENANCE OF DOCUMENTS. "Work Materials" means any and all finished and unfinished plans, specifications, maps, estimates, manuscripts, drawings, descriptions, reports, other written, recorded, photographic, visual materials, documents, data, deliverables, and other work products prepared or furnished by or for CONTRACTOR pursuant to this Agreement. CONTRACTOR shall deliver copies of all Work Materials to CITY upon project completion or other termination of this Agreement (see Section 14 below). The CITY reserves the right to specify the file format that electronic Work Materials are presented to the CITY. CITY shall not have access to, control of, or actual or constructive possession of, the Work Materials prior to project completion or Agreement expiration or termination.

Work Materials are instruments of CONTRACTOR's services in respect to this project, and are not intended nor are represented to be suitable for reuse by others except CITY on extensions of this project or on any other project. Any reuse without specific written verification and adoption by CONTRACTOR for the specific purposes intended will be at user's sole risk and without liability or legal exposure and expenses to CONTRACTOR, including attorney's fees arising out of such unauthorized reuse. Notwithstanding the foregoing, basic survey notes and sketches, charts, computations, and other data prepared or obtained under this Agreement shall have no restriction or limitations on their use.

CONTRACTOR shall not disclose or discuss any Work Materials or other information gathered, discussed or generated in any way through this Agreement without the written permission of CITY, unless required by law.

10. INDEMNIFICATION. The following obligations are in addition to those imposed by applicable provisions of the Concord Municipal Code. CONTRACTOR agrees to and shall defend (with independent counsel approved by the CITY), indemnify and hold harmless the CITY, its officers, officials, employees, agents and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability (including all attorney's fees and other litigation expenses) arising out of or connected in any way with CONTRACTOR's performance, non-performance, breach, or default, or any subconsultant's, expert's, contractor's, or subcontractor's performance, non-performance, breach, or default, under the terms of this Agreement. This

indemnification obligation on CONTRACTOR'S part shall not apply to demands, actions, losses, damages, injuries, and liability arising out of sole negligence or willful misconduct on the part of CITY; provided, however, that such exclusion shall not apply to any physical condition of the courses, as the parties agree that responsibility for the operation and maintenance of the courses is being transferred, by way of this Agreement, to CONTRACTOR with the courses in an "as is" condition. This Section 10 shall survive expiration or other termination of this Agreement.

11. INSURANCE. Without limiting CITY's right to indemnification, CONTRACTOR shall, at its own expense, shall, procure and maintain in full force at all times during the term of this Agreement the following insurance with respect to the maintenance of the golf course in such amounts and form as is reasonably satisfactory to CITY and as is consistent with similar facilities and operations in Northern California, but in no event in amounts less or terms more restrictive than the following:

A. Commercial General Liability Coverage. CONTRACTOR shall maintain commercial general liability insurance with limits of no less than one million dollars ($1,000,000) combined single limit per occurrence or two million dollars ($2,000,000) aggregate limit for bodily injury, personal injury, and property damage.

B. Automobile Liability Coverage. CONTRACTOR shall maintain automobile liability insurance covering all vehicles used in the performance of this Agreement providing a one million dollar ($1,000,000) combined single limit per occurrence for bodily injury, personal injury, and property damage.

C. Compliance with State Workers' Compensation Requirements. CONTRACTOR covenants that it will insure itself against liability for Workers' Compensation pursuant to the provisions of California Labor Code §3700, et seq. CONTRACTOR shall, at all times, upon demand of the CITY, furnish proof that Workers' Compensation Insurance is being maintained by it in force and effect in accordance with the California Labor Code. The insurer shall also agree to waive all rights of subrogation against the CITY, its officers, officials, employees and volunteers for losses arising from work performed by CONTRACTOR for CITY. This provision shall not apply upon written verification by CONTRACTOR that CONTRACTOR has no employees.

D. Excess Liability Insurance Coverage in excess of the underlying insurance described in Paragraph 11.C. The Limit of Liability shall be in an amount that when combined with the primary insurance in 11.C will be not less than Five Million Dollars ($5,000,000.00) per occurrence and, if written with an aggregate limit, such limit shall be no less than Ten Million Dollars ($10,000,000.00).

E. Other Insurance Provisions. The policies are to contain, or be endorsed to contain the following provisions:

i. Additional Insured. CITY, its officers, agents, employees, and volunteers, and any other parties whom the City is legally or contractually required to have named as additional insureds on insurance related to the golf courses, are to be covered as an additional insured as respects: Liability arising out of activities performed by or on behalf of CONTRACTOR and operations of CONTRACTOR, premises owned, occupied, or used by CONTRACTOR. The coverage shall contain no special limitations on the scope or protection afforded to CITY, its officers, officials, employees, or volunteers. Except for worker's compensation insurance, the policies mentioned in this subsection shall name CITY as an additional insured and provide for notice of cancellation to CITY. CONTRACTOR shall also provide timely and prompt notice to CITY if CONTRACTOR receives any notice of cancellation or nonrenewal from its insurer.

ii. Primary Coverage. CONTRACTOR's insurance coverage shall be primary insurance with respect to CITY, its officers, officials, employees, and volunteers. Any insurance, risk pooling arrangement, or self-insurance maintained by CITY, its officers, officials, employees, or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it. All deductibles shall be borne by CONTRACTOR.

iii. Reporting Provisions. Any failure to comply with the reporting provisions of the policy shall not affect the coverage provided to the CITY, its officers, officials, employees, or volunteers.

iv. Verification of Coverage. CONTRACTOR shall furnish CITY with certificates of insurance and the original endorsements effecting coverage required by this Agreement. The certificates and endorsements for each insurance policy are to be signed by a person

authorized by that insurer to bind coverage on its behalf. The aforementioned policies shall be issued by an insurance carrier having a rating of Best A-7 or better which is satisfactory to the City Attorney and shall be delivered to CITY at the time of the execution of this Agreement or before work commences. Such policies and certificates shall be in a form approved by the City Attorney. CITY reserves the right to require complete certified copies of all required insurance policies at any time.

E. The insurance required hereunder shall be written with no deductibles or self-insured retentions unless prior written approval is secured by CONTRACTOR from CITY

12. TIME OF PERFORMANCE. The time of performance of the services under this Agreement is of the essence, and all time deadlines identified in this Agreement or Scope of Services shall be strictly construed.

13. SUSPENSION OF WORK. CITY may, at any time, by ten (10) days' written notice, suspend further performance by CONTRACTOR. All suspensions shall extend the time schedule for performance in a mutually satisfactory manner, and CONTRACTOR shall be paid for services performed and reimbursable expenses incurred prior to the suspension date. During the period of suspension, CONTRACTOR shall not receive any payment for services, or expenses, except for reasonable administration expenses, incurred by CONTRACTOR by reason of such suspension.

14. TERMINATION.

A. Generally. CITY may terminate this Agreement for any reason upon ten (10) days written notice to the other party. CITY may terminate this Agreement upon five (5) days written notice if CONTRACTOR breaches this Agreement. In the event of any termination, CONTRACTOR shall promptly deliver to the CITY any and all Work Materials prepared for the CITY prior to the effective date of such termination, all of which shall become CITY's sole property. After receipt of the Work Materials, CITY will pay CONTRACTOR for the services which the CITY determines were satisfactorily performed as of the effective date of the termination.

B. If this Agreement is terminated without cause, CONTRACTOR shall pay to CITY from CONTRACTOR's operating budget any amounts owed for planned and scheduled major maintenance and small capital projects in progress, and CITY may withhold any such amounts for work in progress from payment to CONTRACTOR for actual services satisfactorily performed up to

and including the date of termination.

C. Should CITY terminate this Agreement with or without cause during the Initial Term, the Option, or any other time, CITY shall retain any and all amounts accumulated, deposited or carried over in the Capital Projects Account for planned and scheduled major maintenance and small capital projects.

15. COMPLIANCE WITH CIVIL RIGHTS. During the term and performance of this Agreement, CONTRACTOR agrees as follows:

A. Equal Employment Opportunity. In connection with the execution of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. Such actions shall include, but not be limited to, the following: employment, promotion, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training including apprenticeship.

B. Nondiscrimination Civil Rights Act of 1964. CONTRACTOR will comply with all federal regulations relative to nondiscrimination in federally assisted programs.

C. Solicitations for Subcontractors including Procurement of Materials and Equipment. In all solicitation, either by competitive bidding or negotiations, made by CONTRACTOR for work to be performed under a subcontract including procurement of materials or leases of equipment, each potential subcontractor, supplier or lessor shall be notified by CONTRACTOR of CONTRACTOR'S obligation under this Agreement and the regulations relative to nondiscrimination on the grounds of race, religion, color, sex, or national origin.

16. CONFLICT OF INTEREST.

A. CONTRACTOR covenants and represents that neither it, nor any officer or principal of its firm, has, or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of CITY or which would in any way hinder CONTRACTOR's performance of services under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the CITY.

CONTRACTOR agrees to at all times avoid conflicts of interest, or the appearance of any conflicts of interest, with the interests of the CITY in the performance of this Agreement.

B. CONTRACTOR is not a designated employee within the meaning of the Political Reform Act because CONTRACTOR:

i. Will conduct research and arrive at conclusions with respect to its rendition of information, advice, recommendation or counsel independent of the control and direction of the CITY or of any CITY official, other than normal contract monitoring; and

ii. Possesses no authority with respect to any CITY decision beyond the rendition of information, advice, recommendation or counsel. (2 Cal. Code Regs. § 18700(a)(2).)

17. COMPLIANCE WITH LAWS. CONTRACTOR shall comply with all applicable Federal, State of California, and local laws, rules, and regulations and shall obtain all applicable licenses, including a business license with the CITY, and permits for the conduct of its business and the performance of the services. CONTRACTOR shall also comply with all CITY ordinances, as well as the Safety Program outlined in Exhibit A., Section C., 1.1.

18. CHOICE OF LAW. This Agreement shall be construed and interpreted in accordance with the laws of the State of California, excluding any choice of law rules which may direct the application of the laws of another jurisdiction. In the event that suit shall be brought by either party hereunder, the parties agree that trial of such action shall be held exclusively in a state court in the County of Contra Costa, California.

19. NON-WAIVER. The waiver by either party of any breach of any term, covenant, or condition contained in this Agreement, or any default in their performance of any obligations under this Agreement shall not be deemed to be a waiver of any other breach or default of the same or any other term, covenant, condition, or obligation, nor shall any waiver of any incident of breach of default constitute a continuing waiver of same.

20. ENFORCEABILITY; INTERPRETATION. In the event that any of the provisions or portions of application of any of the provisions of this Agreement are held to be illegal or invalid by a court of competent jurisdiction, CITY and CONTRACTOR shall negotiate an equitable adjustment in the provisions of this Agreement with a view toward affecting the purpose of this Agreement. The

illegality or invalidity of any of the provisions or portions of application of any of the provisions of this Agreement shall not affect the legality or enforceability of the remaining provisions or portions of application of any of the provisions of this Agreement. This Agreement shall be interpreted as though it was a product of a joint drafting effort and no provisions shall be interpreted against a party on the ground that said party was solely or primarily responsible for drafting the language to be interpreted. The words "include" and "including" shall be interpreted as though followed by the words "without limitation."

21. INTEGRATION. The recitals and any exhibits attached to this Agreement are incorporated by reference as though fully restated herein. This Agreement contains the entire agreement and understanding between the parties as to the subject matter of this Agreement. It merges and supersedes all prior or contemporaneous agreements, commitments, representation, writings, and discussions between CONTRACTOR and CITY, whether oral or written. In the event of any conflict or other inconsistency between the provisions of this Agreement (disregarding any exhibits) on the one hand, and any exhibits hereto (including any Request for Bids, Request for Proposal, or similar documents, responses to the same, terms and conditions, sample agreements, sample purchase orders, or other attachments thereto) or any purchase order issued in connection with this Agreement, on the other hand, the provisions of this Agreement (disregarding any exhibits) shall control.

22. SUCCESSORS AND ASSIGNS: NO THIRD PARTY BENEFICIARIES; NO JOINT VENTURE. CITY and CONTRACTOR respectively, bind themselves, their successors, assigns, and legal representatives to the terms and obligations of this Agreement. CONTRACTOR shall not assign or transfer any interest in this Agreement without the CITY's prior written consent, which consent shall be in the CITY's sole discretion. Any attempted assignment or transfer in breach of this provision shall be void. This Agreement is not intended and shall not be construed to create any third party benefit. This Agreement is not intended and shall not be construed to create a joint venture or partnership between the parties. CONTRACTOR, its officers, employees and agents shall not have any power to bind or commit the CITY to any decision.

23. FINANCIAL RECORDS.

A. Generally. Records of CONTRACTOR's direct labor costs, payroll costs, and reimbursable expenses pertaining to this project covered by this Agreement will be kept on a generally recognized accounting basis and made available to CITY if and when required.

B. Audit Requirements.

i. CITY reserves the right to designate its own employee representative(s) or its contracted representatives with a certified public accounting firm who shall have the right to audit CONTRACTOR's procedures and internal controls and examine any cost, payment, claim or other records supporting documentation resulting from any items set forth in this agreement. Any such audit(s) shall be undertaken by CITY or its representative(s) at reasonable times and in conformance with generally accepted auditing standards. CONTRACTOR agrees to fully cooperate with any such audit.

ii. This right to audit shall extend during the length of this Agreement, including such renewal periods as may be approved, and for a period of three (3) years, or longer if required by law, following the date of final payment under this Agreement. CONTRACTOR agrees to retain all necessary records/documentation for the entire length of this audit period.

iii. CONTRACTOR will be notified in writing of any exception taken as a result of an audit. Any adjustments and/or payments that must be made as a result of any such audit or inspection of CONTRACTOR's invoices and/or records shall be made within thirty (30) days from presentation of CITY's findings to CONTRACTOR. If CONTRACTOR fails to make such payment, CONTRACTOR agrees to pay interest, accruing monthly, at a rate of 10% per annum unless another section of this Agreement specifies a higher rate of interest, then the higher rate will prevail. Interest will be computed from the date of written notification of exception(s) to the date CONTRACTOR reimburses CITY for any exception(s).

iv. If an audit inspection or examination in accordance with this article, discloses overcharges (of any nature) by the CONTRACTOR to CITY in excess of one percent (1%) of the value of that portion of the contract that was audited, the actual costs of CITY's audit shall be reimbursed to CITY by CONTRACTOR.

24. NOTICES. All notices required hereunder shall be in writing and mailed postage

prepaid by certified or registered first class United States mail, postage prepaid, return receipt requested, or by personal delivery to the CITY's address as shown below, or such other places as CITY or CONTRACTOR may, from time to time, respectively, designate in a written notice given to the other. Notices shall be deemed effectively served upon deposit in the United States Mail, or upon personal delivery.

To CITY: City Manager
City of Concord
1950 Parkside Drive, MS __
Concord, CA 94519-2578
Telephone: (925) -

To CONTRACTOR: Gregory A. Pieschala, President
Valley Crest Golf Course Maintenance, Inc.
24151 Ventura Boulevard
Calabasas, CA 91302
Telephone: (818) 737-3110

25. NON-LIABILITY. No member of the CITY and no other officer, official, employee or agent of the CITY shall be personally liable to CONTRACTOR or otherwise in the event of any default or breach of the CITY, or for any amount which may become due to CONTRACTOR or any successor in interest, or for any obligations directly or indirectly incurred under the terms of this Agreement.

26. EXECUTION; COUNTERPARTS. Each individual or entity executing this Agreement on behalf of CONTRACTOR represents and warrants that he or she or it is duly authorized to execute and deliver this Agreement on behalf of CONTRACTOR and that such execution is binding upon CONTRACTOR. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart. The City Council hereby grants the City Manager the authority to make non-substantive changes to this Agreement and to execute the same.

27. USE OF NAVY PROPERTY. CONTRACTOR acknowledges that the United States Navy owns approximately half of the land occupied by Diablo Creek Golf Course; and that CITY has

use of the Navy land per an agreement which will expire on December 31, 2016. In the unlikely event that the lease agreement with the Navy should be terminated or significantly altered in such a way as to change CONTRACTOR's maintenance requirements at the golf course, CONTRACTOR acknowledges that this Agreement will be subject to renegotiation at that time.

[signatures follow on next page]

IN WITNESS WHEREOF, the parties have executed this Agreement in one (1) or more copies as of the date and year first written above.

CONTRACTOR:
ValleyCrest Golf Course Maintenance, Inc.
a California corporation

By:_____

Name: Gregory A. Pieschala
Title: President
Address: 24151 Ventura Boulevard
Calabasas, CA 91302
Telephone: (818)737-3110

CITY:
City of Concord,
a California municipal corporation

By:_____

Name: Valerie J. Barone
Title City Manager
Address: 1950 Parkside Drive
Concord, CA 94519
Telephone: (925) 671-3150

APPROVED AS TO FORM:

_____
Brian M. Libow, Interim City Attorney

ATTEST:

_____
Joelle Fockler, CMC, City Clerk

FINANCE DIRECTOR'S CERTIFICATION:

Concord, California

Date: _____, 2015

I HEREBY CERTIFY THAT ADEQUATE FUNDS EXIST OR WILL BE RECEIVED DURING THE CURRENT FISCAL YEAR 2015-16 TO PAY THE ANTICIPATED EXPENSES TO BE INCURRED PURSUANT TO THIS CONTRACT.
THE SUM OF $_____. Account Code_____.

_____
Finance Director's Signature

EXHIBIT A

REQUEST FOR PROPOSAL (RFP) #2329

Golf Course Maintenance – Diablo Creek Golf Course

Bid Timeline Schedule		
Date	**Time**	**Activity**
August 11, 2015	By 5:00 PM	RFP Issued
August 17, 2015	10:00 AM	Pre-Bid Conference/Walk-Thru Location: Diablo Creek Golf Course Legends and Heroes Restaurant 4050 Port. Chicago Highway, Concord, CA 94520 *(Meet Joan Carrico, Director of Parks & Recreation, at front inside the restaurant)*
August 28, 2015	12:00 PM	Questions to RFP Due
August 31, 2015	4:00 PM	Addendum Issued/Posted on Purchasing Website by City Staff *(Addendum may include revisions and/or responses to RFP/ Questions)*
September 10, 2015	**10:00 AM**	**Bid Due Date** Bid Submittals to & Bid Opening Location: Office of City Clerk-Wing A City of Concord Civic Center 1950 Parkside Drive-M/S 03 Concord, California 94519

Contact person for the above RFP: Debbie Wellnitz
Email: purchasing@cityofconcord.org

City of Concord Vendor Registration Requirement:
Participating bidders must be registered online with City of Concord in order to access/participate in bid opportunities and information.
Please go to Purchasing website at www.cityofconcord.org
(Select Business tab/Purchasing link)

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EXHIBITS

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Exhibit A	Specifications *(22 pages)*	
Exhibit B	Exhibit B-Instruction for Submitting Proposal Format *(3 pages)* Exhibit B-Bid Form *(including Bond Requirement info, Company info, DIR Registration info, & the following:* *(11 pages)* o *Compensation Summary* o *Pricing Proposal Form* o *Contractor's Business Statement* o *Non-Collusion Affidavit* o *Authorization To Release Information* Exhibit B1 - *Exceptions to Specifications/Requirements* *(1 page)* Exhibit B2 – *W9 Form* *(1 page)* Exhibit B3 – *Debarment and Suspension Certification* *(1 page)* o *Financial Statements –* *a. Bidder's Assets, Liabilities and Net Worth as of 12/31/14 or last Fiscal Year End.* *b. Audited Financial Statements for Fiscal Years 2013 & 2014* o *General Business Statement* o *Local Management Introduction* o *Corporate Structure Organization* o *Company Background* o *Central Support Capabilities, Procedures* o *Business References* o *Financial References*	√
Exhibit B-1	Exceptions to Specifications/Requirements *(1 page)*	√
Exhibit B-2	W-9 Form *(1 page)*	√
Exhibit B-3	Debarment/Suspension Certification *(1 page)*	√
Appendix 1A	Sample Purchase Order (PO) Terms and Conditions *(2 pages)*	
Appendix 1B	Sample Maintenance Agreement/Contract *(13 pages)*	
Appendix 2	Labor Compliance Requirements *(1 page)* (Prevailing Wage, SB 854 Etc.)	
ATTACHMENTS		
Attachment 1	Site Plan	

I. ACRONYM AND TERM GLOSSARY

Unless otherwise noted, the terms below may be upper or lower case. Acronyms will always be uppercase.

Best Value Concept	For bids, contract shall be awarded to the lowest responsive bidder. In determining the 'lowest responsive bidder', the City will apply the best value concept which includes price, quality, quantity, and the ability of the Contractor to perform the contract and to provide future maintenance or repairs. *[Please refer to Municipal Code Title 3, Chapter 3.10 (Ordinance No. 11-9) for further details.]*
Bid	Shall mean the bidders'/contractors' response to a Request for Proposal (RFP).
Bidder	Shall mean the specific person or entity responding to the Request for Proposal (RFP) or Request for Quotation (RFQ).
City	When capitalized, shall refer to the City of Concord.
Contract	A written agreement between the City and a vendor or contractor to provide goods, supplies, equipment, and or services. The terms 'contract' and 'agreement' are synonymous. The term 'contract' includes, but is not limited to, a purchase order, a contract for services, an addendum or change order, a letter agreement, or a memorandum of understanding.
Contractor	Shall refer to selected bidder that is awarded a contract. The terms 'vendor' and 'contractor 'are synonymous.
Council	Shall refer to the City Council.
CPRA	Refers to California Public Records Act (Government Code Sections 6250-6270)
Environmentally Preferable Products	Products manufactured in a manner such that the impact on the environment is minimized throughout the entire lifecycle of the product by implementing sustainable practices during material sourcing, manufacturing, transportation, and by providing products that can be used and disposed of in an environmentally sound manner
EPA	United States Environmental Protection Agency
Federal	Refers to United States Federal Government, its departments and/or agencies
F.O.B.	Shall mean without charge for delivery to destination and placing on board a carrier at a specified point (Free On Board)
Labor Code	Refers to California Labor Code
PO	Shall refer to Purchase Order(s)
Bid	Shall mean bidder response to a Request for Proposal (RFP)
Bidder	Shall mean the specific person or entity responding to the Request for Quotation (RFQ).
Quotation	Shall mean bidder's response to the Request for Quotation (RFQ). The terms 'quotation' and 'quote' are synonymous.
RFB	Request for Bid- The solicitation document used for competitive sealed bidding for the purchase of equipment, materials, goods and construction. The contract shall be awarded to the responsive bidder offering the lowest price based on the City's 'best value' concept. A bid may be classified as 'formal' or 'informal'.
RFP	Request for Proposal- The solicitation document used in the competitive sealed Proposal process. The RFP procedure permits negotiation of Proposals and prices. The contract shall be awarded when factors other than price (e.g., technical expertise) will be considered.
RFQ	Request for Quotation- The solicitation document used in competitive procurement, which requests technical or professional skills and experience. (Informal quote process – minimum 3 quotes.)
Response	Shall refer to Bid, Proposal, or quotation submitted in reply to RFP/RFP/RFQ
State	Refers to State of California, its departments and/or agencies

II. STATEMENT OF WORK

IMPORTANT NOTE: This is an RFP for maintenance services only. Nothing in this RFP is intended or shall be construed to seek a proposal or bid for or award any Public Project, as defined by Public Contract Code § 2200.

A. Intent: It is the intent of these specifications, terms and conditions to seek Proposals for *golf course maintenance services at the Diablo Creek Golf Course in Concord, CA.* References to "City" shall mean the City of Concord. The City reserves the right to award any combination of services or reject all Bids.

The City intends to award a contract (with option to renew) to the bidder selected as the lowest responsible bidder based on the 'best value' concept (described further in Section III.A below) and meets the City's requirements.

B. Scope of Services: The City of Concord is issuing this Request for Proposal (including all attachments hereto) ("RFP") in order to solicit Bids to furnish all necessary tools, materials, labor, and supervision (including cost of insurance and all payroll taxes on such labor) to provide the above service(s)/product(s), all as more particularly described in the applicable Exhibits mentioned below.

1. **Specifications:** Please refer to '***Exhibit A–Specifications***' for details on the specifications.
2. **Bid Submittal Form:** Please refer to '***Exhibit B–Instruction for Submitting Proposal Format and Bid Form***' for details on Bid submission requirements and required documents.

III. BID SUBMITTAL REQUIREMENTS

A. Bid Submittal Contents: Submittal must include ***three (3) copies including original and one (1) electronic copy (via USB stick or CD)***. Each paper copy must be clearly labeled as "copy". All documents contained in the original Bid submittal must have original signatures and must be signed by a person who is authorized to bind the bidding firm. All additional sets may contain photocopies of the original package. Bid submittal should be in the following order as applicable (Items 1-5).

1. **Bid Submittal Form:** Please complete the form in '***Exhibit B-Bid Submittal Form***' and submit along with all applicable, required documents as shown in the '*Bid Submission Requirements Table*' after the Table of Contents page and in this section. The Bid Form includes but not limited to the following (if applicable):

   a. Bid Bond Requirement Applicable to this bid?

   ☒ Yes, please complete the Bond section in Exhibit B-Bid Submittal Form
   ☐ No, not applicable to this bid.

   b. Labor Compliance Requirements (Prevailing Wage, SB 854 Etc.)

   ☒ This bid IS subject to prevailing wage requirements. See the '***Labor Compliance Requirements (Prevailing Wage, SB854 Etc***' attached as ***Appendix 2***.

   ☒ Please provide the applicable Prevailing Wage Rate information.
   ☐ Please refer to the Prevailing Wage Rate information attached.

   ☐ This bid IS NOT subject to prevailing wage requirements.

2. **Exceptions to Specifications/Requirements:** Mark 'X' by the applicable terms.
   a. ☐ No exceptions or alternative products are permitted.
   b. ☒ Bidder must provide with the submittal, utilizing the form in ***'Exhibit B1- Exceptions to Specifications/Requirements'***, any and all exceptions to either the specifications and/or the terms and conditions contained herein. Failure to note exceptions shall be interpreted to convey the bidder agrees to perform in the manner described and/or specified in this RFP.

3. **W-9 Form:** Please complete the attached W-9 form in ***Exhibit B2- W-9 Form*** as part of your Bid submission.

4. **Debarment/Suspension Certification Form:** Please complete the attached form in ***Exhibit B3*** as part of your Bid submission.

B. Bid Submittal Information:

1. **Submittal Deadline:** Bid submittals will be received until the due date and time specified below and on the front cover of this bid as determined by www.time.gov. Late submittals will not be accepted and returned to the bidder unopened. Telephone, telegraphic, electronic, faxed, and late Bids will not be accepted. It is the bidder's responsibility to see that their Bids have sufficient time to be received by the City Clerk's Office before the submittal deadline. Bids are to be submitted in a sealed envelope to: Office of the City Clerk-Wing A, 1950 Parkside Drive, M/S 03, Concord, California 94519. Bidder assumes the burden of delivery. Bids are to be submitted in a sealed envelope or box clearly marked as follows:

   ATTENTION: CITY CLERK OFFICE
   REQUEST FOR PROPOSAL (RFP) #2329
   'Golf Course Maintenance – Diablo Creek Golf Course'
   DUE: September 10, 2015, 10:00 AM

   A tabulation of Bids will be available within a reasonable time after the due date. Bid submission/results will be posted accordingly on the City's website: www.cityofconcord.org/business/purchasing

2. **Modifications and Withdrawal:** Submittals may not be modified after Bid due date. Bidders may withdraw Bids at any time before the Bid opening, provided that a request in writing, executed by the bidder or its duly-authorized representative for the withdrawal of such Bid, is file with the City prior to the time fixed for the opening of Bids. The withdrawal of a Bid shall not prejudice the right of a bidder to file a new Bid.

3. **California Public Records Act, Confidential/Proprietary Information**. All documents submitted in response to this RFP will become the property of the City, and will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and subject to review by the public. Any confidential or propriety information as defined by the California Public Records Act ("Confidential Information") must be enclosed in a separate folder or envelope clearly marked as "CONFIDENTIAL/PROPRIETARY INFORMATION" and submitted with the rest of the Bid. Bid submittals where **all** information is so marked will be disregarded and made available pursuant to the CPRA. However, bidder (by virtue of submitting its Bid or any Confidential Information) acknowledges that City has not made any representations or warranties that Confidential Information is exempt from disclosure under Applicable Laws.

   If City's City Attorney, in his or her discretion, determines that release of Confidential Information is required by Applicable Laws, including pursuant to order of a court of competent jurisdiction, City shall notify the applicable bidder of City's intent to release Confidential Information. Bidder shall have five (5) calendar days after the date of City's notice ("Objection Period") to deliver to City a written objection notice which includes (1) justification for non-disclosure of all or any portion of the requested Confidential Information, and (2) legally binding confirmation of bidder's indemnity and release obligations as set forth in this section ("Objection Notice"). City may release the Confidential Information if (i) City does not timely receive an Objection Notice, (ii) a final and non-appealable order by a court of competent jurisdiction requires City to release Confidential Information, or (iii) the City's City Attorney, in his or her discretion, upon review of the Objection Notice, determines that it does not satisfy the requirements set forth in this section or that the requested Confidential Information is not exempt from disclosure under the Applicable Laws. If the City Attorney, in his or her discretion, determines that only a portion of the requested Confidential Information is exempt from disclosure under the Applicable Laws, City may redact, delete, or otherwise segregate the Confidential Information that will not be released from the portion to be released, and may key by footnote or other reference to the appropriate justification for not disclosing the unreleased Confidential Information. Bidder shall defend, indemnify and hold harmless City and its officers, officials,

employees, volunteers, agents, attorneys, and representatives (collectively, "Indemnitees") from and against any and all Claims arising out of or in any way connected with disclosure or non-disclosure of any Confidential Information. "Claim" or "Claims" means any and all present and future liabilities, claims, demands, obligations, grievances, judgments, orders, injunctions, causes of action, assessments, losses, costs, damages, fines, penalties, expenses, suits or actions of every name, kind, description and nature (including attorneys' fees and costs), whether brought forth on account of damages, injuries to or death of any person or damage to property, known or unknown, and whether now existing or hereafter arising, including all costs, attorney's fees, expenses and liabilities incurred in the defense of any of the foregoing or any action or proceeding brought thereon.

Bidder hereby waives, releases and discharges forever the Indemnitees from any and all present and future Claims arising out of or in any way connected with any Confidential Information. Bidder is aware of and familiar with the provisions of Section 1542 of the California Civil Code which provides as follows:

> "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

As such relates to this Section, bidder hereby waives and relinquishes all rights and benefits which it may have under Section 1542 of the California Civil Code.

IV. INSTRUCTIONS TO BIDDER

A. Reservation of Rights:

The City reserves the right to reject any or all Bids and to waive informalities, minor irregularities, and minor variations from specifications in Bids received. The City may accept any item or group of items of any Bid which will produce the most satisfactory results suited to the City's requirements.

The contract shall be awarded to the lowest responsive bidder based on the City's best value concept. Criteria for determining low bids shall include, but not be limited to, the following: (1) The ability, capacity, and skill of the bidder to perform the contract or provide the supplies, services, or equipment required; (2) The ability of the bidder to provide the supplies, services, or equipment promptly or within the time specified without delay or interference; (3) The character, integrity, reputation, judgment, experience, and efficiency of the bidder; (4) The quality of the bidder's performance on previous purchases or contracts with the City; (5) The ability of the bidder to provide future maintenance, repair, parts, and services for the use of the supplies purchased.

If no responsive bids are received, the services performed or the supplies or equipment furnished may be obtained without further competitive bidding. The purchase must be made within thirty (30) days of the bid due date and time.

B. Online Vendor Registration:

Online Vendor Registration Instructions:
Whether you are a current vendor or not, in order to view bids, participate in the bidding process, and/or receive email notifications to bid, you **must be registered** with us by completing our free online **'Vendor Registration'** section in the City of Concord Purchasing website at http://www.cityofconcord.org/business/purchasing/ (at no charge). *Note: The registration process will take you to our third party administrator (Public Purchase) who administers our online registration/bid information. Please read the instructions carefully and follow all of the steps. (Two-Step process: 1) to register with Public Purchase and 2) to register with City of Concord.)*

Bid Documents/Information:
You may view current, past, and updated information for bids/opportunities at any time by going to the City's Purchasing website at www.cityofconcord.org/business/purchasing/bidsandquotes.asp (using the login information provided from the registration process). Hard copies may also be requested at the Purchasing Division, Finance Department, Civic Center, 1950 Parkside Drive, MS/07, Concord, California, 94519 by emailing purchasing@cityofconcord.org for an appointment or by contacting the person specified in the bid document.

The Purchasing Division in the Finance Department's main phone number is 925-671-3178, office hours are 9:00 to 12:00 p.m. & 1:00 to 4:00 p.m., Monday through Friday, excluding City holidays. Holidays for the City of Concord can be found at http://www.cityofconcord.org/about/contact/holidays.htm.

(Note: Bid Notices are also posted in the glass box outside of Wing C in the Finance & Information Technology Building at the Civic Center.)

Please note that the City of Concord does not use any bidding service nor is responsible for notifying potential bidders of upcoming bids even if you have completed the online vendor registration. Depending on the project amount or circumstance, not all bids are processed through the Purchasing Division. It is the potential bidder's responsibility to be informed of any upcoming bids, addendum, revisions, or updates by going to City's Purchasing website noted above or as instructed on the bid document.

Communication During Bid Process

All communications with regard to any aspect of this solicitation/bid must be in writing and addressed only to the individual set forth in Section C. Schedule of Events (below) under 'Contact Person for this bid'.

Under no circumstances may the Bidder (including Bidder's staff) contact Councilmembers, members of the evaluation team, the City's departments/divisions, or City staff, prior to award of a contract. If a prior relationship exists between Bidder and City, Bidder may only discuss matters for which the Bidder is contracted. Failure to comply with this provision may be just cause for rejection of bid. Information provided by other than the named contact person may be invalid, and responses which are submitted in accordance with such information may be declared non-responsive. In addition, contacts made with other City staff in an attempt to circumvent or interfere with the City's standard bidding and evaluation practices may be grounds for disqualification of the bidder. 'Ex parte' communications with Councilmembers or any person, or any person responsible for awarding a contract, including the Project Manager or Purchasing Staff are prohibited.

For questions regarding this bid, please see *Section F.* below.

C. Schedule of Events:

The following schedule details key dates and times related to this RFP. City reserves the right to revise this schedule.

Bid Timeline Schedule		
Date	**Time**	**Activity**
August 11, 2015	By 5:00 PM	RFP Issued
August 17, 2015	10:00 AM	Pre-Bid Conference/Walk-Thru Location: Diablo Creek Golf Course Legends and Heroes Restaurant 4050 Port. Chicago Highway, Concord, CA 94520 *(Meet Joan Carrico, Director of Parks & Recreation, at front inside the restaurant)*
August 28, 2015	12:00 PM	Questions to RFP Due
August 31, 2015	4:00 PM	Addendum Issued/Posted on Purchasing Website by City Staff *(Addendum may include revisions and/or responses to RFP/ Questions)*
September 10, 2015	**10:00 AM**	**Bid Due Date** Bid Submittals to & Bid Opening Location: Office of City Clerk-Wing A City of Concord Civic Center 1950 Parkside Drive-M/S 03 Concord, California 94519

Bid Timeline Schedule		
Date	**Time**	**Activity**
Contact person for the above RFP: Debbie Wellnitz Email: purchasing@cityofconcord.org		

D. Pre-Bid Conference: Please refer to the above table for information on the pre-bid conference.

E. Examination of Requirements: Before submitting a Bid, each bidder shall be held responsible for having examined this RFP and be fully informed of the physical site conditions (including underground conditions) at each jobsite, requirements, and specifications of the work or materials to be furnished. Failure to do so will be at the bidder's own risk and relief on a plea of error cannot be secured. This may be cause for the annulment of the award and the forfeiture of the bidder's bid security.

F. Questions, Interpretations, or Corrections of Bid Document: Questions regarding this RFP must be submitted in writing via email with the referenced RFP number clearly stated in the 'subject area' to the email address at: purchasing@cityofconcord.org. Questions shall arrive no later than the time specified in the above table under Schedule of Events. Bidder shall promptly notify the Purchasing Agent in the same manner of any error, omission, or inconsistency that may be discovered during the examination of the RFP.

Any questions or comments directed to persons or addresses other than specified in the preceding sentence, or received after the deadline specified in the preceding sentence, will not be addressed. Bidder's company name, address, phone number, email address, fax number, contact person, and reference to this RFP must be included with the questions or comments. The City's response to questions or comments will be in the form of an addendum to be posted on the website by the time/date specified above under Schedule of Events.

All clarifications, corrections, or changes to this RFP will be made by a formal written addendum or addenda to the RFP issued by the City of Concord ("Addendum" or "Addenda") only. Each Addendum (if any) shall automatically become part of this RFP and thus part of the Contract Documents. "Contract Documents" means, collectively, this RFP, the chosen bidder's written Bid (as modified by any written best and final offer accepted by the City of Concord), the final contract executed between the City of Concord and the chosen bidder, and any amendments executed in writing by the City of Concord and the chosen bidder.

Bidder shall not rely upon interpretations, corrections, or changes made in any other manner, (e.g. whether by telephone, in person, or any type of writing) other than an Addendum. Interpretations, corrections, and changes shall not be binding unless made by Addendum. All Addenda issued will be posted on the City of Concord's website at www.cityofconcord.org/business/purchasing. Notifications may (but are not required to) be sent to all known bidders by email; however it is the bidder's sole responsibility to ascertain that it has received all Addenda issued for this RFP.

G. Prices, Notations, and Mistakes: No charge shall be allowed for the preparation of a response to this RFP or negotiation or drafting of any other Contract Documents. All prices and notations must be in ink or typewritten. Mistakes may be crossed out and corrections typed or printed adjacent and initialed in ink by the person who signs the Bid. Prices shall be stated in units and bids made separately on each item as provided in Exhibit G. Prices quoted shall be F.O.B. In case of conflict, unit prices will govern. Where there is a conflict between words and figures, words will govern. The total amount of the submittal will be the sum of the total prices of all items in the submittal schedule. The total price of the unit price items will be the product of the unit price and the estimated quantity of the item. In case of discrepancy between the unit price and total price of an item, the unit price shall prevail. If the unit price is ambiguous, unintelligible, or uncertain for any cause, or is omitted, it shall be the amount obtained by dividing the amount set forth as the total price by the estimated quantity of the item.

H. Agency Compliance/License: Bidder shall comply with all applicable Federal, State of California, and local laws, rules, and regulations (including labor laws, and the Concord Municipal Code) and shall obtain all applicable licenses and permits for the conduct of its business and the performance of the services, and any provision of equipment and material ("Applicable Law"). All transactions related to any of the Contract Documents shall be governed by the laws of the State of California, and trial of any action brought in connection with the RFP or the Contract Documents shall be held exclusively in a state court in the County of Contra Costa, California.

I. **Term of Contract:** The City intends to award a **two (2) year** purchase order/contract with **3 one-year renewal options.** A copy of the proposed contract is attached as Appendix 1B-Sample Maintenance Services Agreement. Please use Exhibit B1-Exceptions to Specifications/Requirements form for any proposed changes/exceptions to the contract.

1. The City has and reserves the right to suspend, terminate, or abandon the execution of any work by the selected Bidder without cause at any time upon giving to the selected Bidder prior written notice. In the event that the City should abandon, terminate or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. The City may terminate the contract at any time without written notice upon a material breach of contract and substandard or unsatisfactory performance by the selected Bidder. In the event of termination with cause, the City reserves the right to seek any and all damages from the selected Bidder. In the event of such termination with or without cause, the City reserves the right to invite the next highest ranked bidder to enter into a contract or re-bid the project if it is determined to be in its best interest to do so.
2. The City may, at its sole option, terminate any contract that may be awarded as a result of this RFP at the end of any City fiscal year (i.e. each July 1st through each June 30th), for reason of non-appropriation of funds. In such event, the City will give Contractor adequate notice that such function will not be funded for the next fiscal period. In such event, the City will return any associated equipment to the Contractor in good working order, reasonable wear and tear excepted.

J. **Terms of the Offer:** City of Concord's acceptance of bidder's offer shall be limited to the Contract Documents, unless expressly agreed in writing by the City of Concord. Each bidder must provide in ***Exhibit B1-Exceptions to Specifications/Requirements*** any proposed changes to the terms hereof (including any insurance, indemnification, and bid security language or requirements). Bids offering terms other than those shown herein may be declared non-responsive and may not be considered.

K. **Award / Selection Process:** Any award shall be made in accordance with Applicable Laws (defined in Section H).

1. Evaluation Criteria:
   Award will be made to the responsive, responsible bidder based on a "best value" concept specified in Section III.A.

   The responsive and qualified proposer will then be reviewed through financial research, reference checks, and site inspections of selected courses currently being maintained.

   The City reserves the right to reject any or all proposals based on the analysis of the qualifications and costs presented, and subsequent action by the City Council.

   The City is interested in selecting a firm that will provide a high level of maintenance and customer service. To that end, a contractor's experience and proven capability, as well as costs, will bear significant weight on the evaluation of proposals.

2. Selection Process: Bids will be evaluated by the appropriate departments.
   a. The department(s) will recommend award to the bidder who, in its opinion, has submitted the Bid that best serves the overall interests of the City and attains the 'best value' concept. Award may not necessarily be made to the bidder with the lowest price. Notwithstanding anything herein to the contrary, the City of Concord shall evaluate the criteria in accordance with Concord Municipal Code Section 2-647.
   b. The City reserves the right to award to a single or multiple contractors.
   c. The City has the right to decline to make any award for any reason.
   d. Approval of the City Council is required before any award can be made (if ≥$50K).

3. Terms and Conditions: Final contract terms and conditions will be negotiated with the selected bidder, and will include but is not limited to all of the terms and conditions of this RFP and in '***Appendix1A-Sample Purchase Order (PO)Terms and Conditions***' and '***Appendix 1B-Sample Maintenance Agreement/Contract***' . Please note that the sample may or may not include all of the clauses/language of the final PO/contract. Contract may be in a form of a purchase order, a contract, or both.

4. **Local Vendor Preference**: A 5% bid preference shall be applied to a maximum of $100,000 per bid. All bidders are directed to City of Concord Policy and Procedure 142 (Local Contractor Preference for the Purchase of Supplies, Service and Equipment), which may be accessed on the City Purchasing's website and the following direct link, http://www.cityofconcord.org/pdf/business/purchasing/vendor_policy.pdf, which is attached to this RFP and incorporated by reference.

5. Notice of Award: Upon written notification of award, the chosen bidder must provide applicable insurance certificates, business license, and any other requirements described in this RFP within the requested time frame. Failure to provide the required documents within the time allowed may result in withdrawal of award.

   The contact information once awarded will be:

   City of Concord:
   Joan Carrico, Director
   Concord Parks & Recreation
   1950 Parkside Drive, MS/10
   Concord, CA 94519
   (925) 671-3440 / Email: joan.carrico@cityofconcord.org

   a. Business License: The selected proposer will be required to obtain a City business license and keep it current during the period of performance on the contract resulting from this RFP. Questions regarding City business licenses may be addressed to Mike Snow, City of Concord Finance Department, (925) 671-3306 or mike.snow@cityofconcord.org.

   b. Insurance Requirements: Selected Contractor shall, at its own expense, procure and maintain in full force at all times the City's Insurance Requirements during the term of the PO and/or any applicable contract/agreement. (Please refer to the 'Insurance Requirements' document posted on the City's Purchasing website.)

L. Equal Opportunity

Please refer to the '*Equal Opportunity Clause of Executive Order 11246*' document posted on the City's Purchasing website at http://www.cityofconcord.org/pdf/business/purchasing/ee.pdf.

M. Environmental Purchasing Policy

Please refer to the '*Environmental Purchasing Policy*' on the Purchasing website (http://www.cityofconcord.org/page.asp?pid=2010) for guidelines if applicable.

N. Subcontractor

If utilizing subcontractors, all persons submitting bids shall list the name and location of the place of business of each subcontractor regardless of the character of the work (on a separate sheet). To follow is the list of required information: Name of Subcontractor, Subcontractor's Business Location, California State Contractor License Number, Dollar amount of Work/Service, and Description of Work or Service to be Provided.

Important Note: The Subcontractor name and business location must be correct and accurate at the time of bid opening. An incorrect listing of the subcontractor's name or location renders the bid non-responsive. An inadvertent error in listing the subcontractor's license number (Column 3) must be corrected within 24 hours after the bid opening, as required by the California Public Contract Code Section 4104.

Effective July 1, 2014, Assembly Bill 44 (AB 44) amends Public Contract Code section 4104 to require a prime contractor to list a subcontractor's contractor license number when bidding on public construction projects. Current law under the Subletting and Subcontracting Fair Practices Act requires that any public entity taking bids for the construction of a public construction project must require prime contractors bidding on the project to list the name and business location of subcontractors providing labor or services greater than 0.5% of the prime contractor's total bid amount.(Or in the case of bids for the construction of streets, highways, or bridges, in excess of 0.5% of the prime contractor's total bid or $10,000, whichever is greater.

O. Debarment/Suspension Policy

Please refer to the '<u>Debarment/Suspension Certification</u>' in **Exhibit B3** and submit with proposal.

V. EXHIBITS – APPENDICES-ATTACHMENTS *(See following as listed in Table of Contents)*

EXHIBIT A *(Page 1 of 23)*
SPECIFICATIONS

I. GENERAL INFORMATION

A. PURPOSE

The purpose of this Request for Proposal is to select a contractor to provide maintenance services at Diablo Creek Golf Course. The contractor will be expected to provide all personnel, labor, equipment, materials, tools, services and special skills required to maintain the golf course, driving range, clubhouse, cart storage area and maintenance facilities. Please refer to the **site plan** included as ***Attachment 1***.

The successful Contractor will maintain and keep the golf facilities open to the public on a daily basis year round. The City of Concord expects to retain or exceed the present quality of maintenance of the course and facilities. The Contractor will be required to provide a level of operation and service at least equal to the high standards of maintenance and customer service set by the current operations.

B. BACKGROUND

The City of Concord, under jurisdiction of the Parks & Recreation Department, manages the three operational contracts at Diablo Creek Golf Course (maintenance services, food and beverage, golf professional services). In 1961 the City purchased approximately 80 acres and leased another 80 acres of land from the Department of the Navy for future development of a municipal golf course. In 1963, the City opened the first nine holes of the Concord Municipal Golf Course followed by the second nine holes in 1964. During the first 20 years of operation, the golf course was divided as follows: maintenance of the course by the City and operation of the pro shop and restaurant by private contractor.

Upon the announcement of the golf pro's retirement in 1984, the City Council called for bids to operate the golf course excluding the restaurant. There was a great deal of industry interest and after a very thorough process the City Council selected the Department of Leisure Services as the operators. Leisure Services was responsible for course maintenance, pro shop, carts and driving range. The restaurant and golf academy were operated by private contract.

In February 1995, the City Council adopted a 10-Year Plan which established operational and fiscal policies to support the golf course and prioritized capital improvements. The 10-Year Plan identified periodic rate increases to support capital, maintenance and operational requirements. As part of the adoption of the 1995-96 budget, the City Council requested further review of the golf course, including its organizational structure, maintenance priorities, and concessionaire agreements.

In October 1995, the City issued an RFP to over 20 consultants listed by the National Golf Foundation as having experience in conducting operational studies. The City selected Economic Research Associates (ERA) to conduct the operational study of Diablo Creek Golf Course. ERA completed the operational study in October 1996. The operational study generated a list of short-term and long-term actions that the City considered in order to improve the efficiency, customer satisfaction, financial performance and overall condition of the golf course. These actions included a major renovation of the facility, engagement of a Head Golf Professional to operate the golf services concession and revised maintenance practices.

In 1998, the City engaged Joseph Fernandez as the Head Golf Professional. Mr. Fernandez implemented several initiatives that improved customer satisfaction and financial performance of golf services such as a new tee time reservation system, expanded lessons and higher quality merchandise for sale in the pro shop. Mr. Fernandez' contract continues through March 30, 2024. In 1999, the City completed a $2.6 million renovation that rebuilt three greens, replaced 75% of the irrigation system, installed new subsurface drainage, constructed all-weather cart paths and improved the parking lot and entry area. The renovation significantly improved the appearance and operation of the golf course. Additional improvements have been completed since 1999, including the installation of additional

subsurface drainage, completion of a new well that supplies 100% of the golf course's irrigation needs, renovation of the clubhouse facilities to meet accessibility requirements, and installation of a second cart barn facility.

In early 2004, the City conducted a study of the potential impact of contracting for the maintenance of the golf course. A draft set of maintenance specifications was developed and sent to three national firms with experience in golf course maintenance. The companies were asked to comment on the draft specifications and provide an estimate of potential savings to the City if a contract maintenance program was implemented. Two companies responded to the invitation. The responses indicated that significant savings could be achieved through a contract maintenance program. After reviewing the results of the study, the City of Concord issued a Request for Proposals for a Golf Course Maintenance Contract for Diablo Creek Golf Course. In late 2005 the City Council awarded the maintenance contract to Valley Crest Golf Course Maintenance, Inc. Valley Crest assumed maintenance responsibilities in January 2006 with their ten-year contract expiring on December 31, 2015.

Diablo Creek Golf Course is located at 4050 Port Chicago Highway near State Route 4 in the northern area of Concord. The 6,509 yard golf course features five lakes, a creek and primarily flat terrain. A wide variety of mature and young trees, including Monterey Pines, Stone Pines, Oak and Eucalyptus can be found throughout the golf course. Golf course facilities include a full service sports bar and restaurant, covered barbeque/picnic area, full service pro shop and lighted driving range. The maintenance program is operated from a small service yard that includes equipment storage bays, above ground fuel tanks, material storage bins and an office/break room.

C. MAINTENANCE SPECIFICATIONS

1.0 GENERAL REQUIREMENTS

The Contractor shall furnish all labor, equipment, materials, tools, services and special skills required to perform the landscape and other maintenance as set forth in these specifications and in keeping with the highest standards of quality and performance.

Contractor will also be responsible for the maintenance and repair of certain City-owned fixed equipment as described herein.

NOTE: Any and all references to the role or duties of the Authorized City Representative (ACR) do not relieve the operator of any obligation to maintain the golf course in conformance to the specifications outlined.

1.0.1 MAINTENANCE STANDARDS

The following standards are further reinforced in the maintenance specifications that follow and are included here in order to acquaint bidders with the City's expectations.

Greens/Collars

1. Mow greens at proper height according to season.
2. Pin placement shall be in healthy turf area with proper colored flag.
3. No standing water or mud holes – greens should be consistent on a stimpmeter within 1-foot range.
4. Weed free and disease free.
5. Bare and stressed areas sodded or plugged.
6. Pest and vandal damage repaired.
7. No foreign grass encroachment from collars.
8. Hole plugs set at proper grade.

EXHIBIT A *(Page 3 of 23)*
SPECIFICATIONS

Fairways

1. Fairways mowed at proper height.
2. No standing water or mud holes.
3. Yardage markers in place and maintained.
4. Cart traffic management devices in place; bare or stressed areas properly addressed.
5. Weed free and disease free – absence of dallisgrass, English daisies, crabgrass, kikuyu, etc.
6. Pest and vandal damage repaired.

Tees

1. Mow at proper height.
2. Tee markers placed in healthy areas with tee markers set flat.
3. Sand and seed buckets filled and properly placed by tee markers.
4. All tee equipment cleaned and painted. Ball washer operational.
5. No standing water or mud holes.
6. Weed free and disease free – absence of dallisgrass, English daisies, crabgrass, kikuyu, etc.
7. Pest and vandal damage repaired.
8. Bare areas sodded and leveled.

Roughs

1. Mowed at proper height.
2. No standing water or mud holes.
3. Pest and vandal damage repaired.
4. Hazards properly marked.
5. Free of debris that affects play.

Bunkers

1. Edged as required, by season.
2. Raked – sand not compacted.
3. Proper level of sand.
4. Two operational rakes per trap.
5. Rakes properly maintained.
6. Trap should have 2" lip on lower side.
7. No excess sand buildup on high side.
8. No animal burroughs
9. No standing water.

Parking Lot

2. Swept with lines visible and weed free.
3. Lights operational.

Golf Course Restrooms at No. 5 Fairway and No. 16 Tee*

1. Must be clean and stocked.
2. Operational and odor free.
3. No graffiti.
4. Lights operational.
5. No worn spots.
6. Lockable partitions.

*Food/Beverage Concessionaire responsible for maintaining the Clubhouse restroom.

EXHIBIT A *(Page 4 of 23)*
SPECIFICATIONS

Cart Paths

1. Edged and clean.
2. Weed free.
3. Non slip surface.
4. No standing water.

Irrigation

1. Properly maintained and adjusted.
2. Proper coverage.
3. No evidence of broken lines.
4. No missing or broken valve box lids.
5. All valve boxes visible.
6. Controllers must be locked
7. Heads, valves and quick couplers are leak free.
8. Irrigation computer information properly kept.

Equipment

1. Serviced by golf personnel at manufacturer's intervals with proper records.
2. Contractor repairs reported in a timely fashion.
3. Contractor's service intervals are monitored for compliance.
4. Equipment is kept clean.
5. All equipment maintenance and replacement is the responsibility of contractor.

Clubhouse – Exterior

1. Annual flowers in place and healthy.
2. Missing plants replaced in kind.
3. Walkways level and clean of debris.
4. All surfaces covered properly with paint where appropriate.
5. Exterior lighting working and scheduled properly.
6. Windows washed in compliance with contract.
7. All signage accurate and readable.
8. Shrub beds maintained according to specifications.
9. Roof vents and gutters kept operational and free of debris.

Clubhouse – Interior

1. Legitimate concessionaire complaints acted on in a timely manner.
2. Quarterly preventative service provided to HVAC system and hot water heaters.

Trees

1. No dead trees or terminally diseased trees.
2. Trees trimmed, as needed.
3. Properly staked – remove stakes within first year.
4. Mowed around.
5. Kept in healthy condition.
6. No weed whip marks.
7. Mature trees should be trimmed at 10' minimum height.
8. Action plan for diseased trees.

Lakes/Waterways

1. Algae and odors not present.
2. Litter/debris controlled.

EXHIBIT A ***(Page 5 of 23)***
SPECIFICATIONS

3. Water clear.
4. Lake at proper level.
5. Properly marked as water hazard.
6. Undesirable water plants not present.
7. Erosion control methods employed as necessary.
8. Lake liners properly maintained.
9. Fountains and aeration equipment properly maintained.
10. Control for Bryozoan infestation.

Mt. Diablo Creek

1. Banks mowed/trimmed as needed.
2. Litter/debris removed in compliance with State Fish/Game standards.
3. Properly marked hazards.
4. Erosion control methods employed as necessary.

Maintenance Facilities

1. Cleaned regularly.
2. Maintained properly.
3. All regulations for proper storage and disposal of materials are adhered to.

Periphery/Shrub Beds

1. Properly mowed.
2. Free of litter/debris.
3. Mulch in proper areas.
4. Weed free.
5. Properly trimmed.
6. Water properly – not overly dry or wet.
7. Flowers changed by schedule or as needed.
8. No dead or diseased plants.
9. Maintained according to specifications.

Signage

1. Replace or add, as needed.
2. Proper placement is evident.
3. Proper colors and log in place.
4. Clean and readable.

Fence/Nets

1. Repair or replace as needed.
2. In place with no holes or tears and properly secured.

Fire Alarms, Sprinklers and Fire Extinguishers

1. Operational
2. Inspected per Fire Code

1.1 SAFETY

1.1.1 Contractor agrees to perform all work outlined in these specifications in such a manner as to meet all accepted standards for safe practices during the maintenance and operation and to safely maintain equipment, machines, and materials or other hazards consequential or related to the work; and agrees additionally to

accept the sole responsibility for complying with all local, County, State or other legal requirements including but not limited

to, full compliance with the terms of the applicable O.S.H.A. and CAL.O.S.H.A. Safety Orders, and at all times protecting all persons, including operator's employees, vendors, members of the public or others from foreseeable injury, or damage to their property. Contractor shall identify and inspect all potential hazards at said areas under maintenance and keep a log indicating date inspected and action taken.

1.1.2 The Superintendent and Asst. Superintendent will receive CPR certification annually or as required to keep certification current. Require submission of annual safety training schedule.

1.1.3 When performing work, the Contractor shall make every effort to keep sidewalks, vehicle travel lanes and driveways open at all times.

1.1.4 It shall be the Contractor's responsibility to inspect and identify, any condition(s) that renders any portion of the areas under maintenance unsafe, as well as any unsafe practices occurring thereon. The Authorized City Representative (ACR) shall be notified immediately of any unsafe condition that requires correction. The Contractor shall be responsible for making corrections, including but not limited to filling holes and replacing valve box covers so as to protect golfers and other members of the public from injury. The Contractor shall cooperate fully with the City in the investigation of any accidental injury or death occurring in the contracted areas, including a complete written report thereof to the ACR within twenty-four (24) hours following the occurrence.

1.2 PROTECTION OF PROPERTY

1.2.1 During Periods of Inclement Weather:

The Contractor will provide supervisory inspection of the golf course during regular hours to prevent or minimize possible damage.

The Contractor shall submit a report identifying any storm damage to the ACR attached to a site map identifying location of damage and cost estimate to repair/replace. If remedial work is required and approved by the ACR, it will be paid for by the City.

The Contractor's workforce shall continue to accomplish work not affected by such weather, i.e. clean-up and facility maintenance, as well as work caused by the inclement weather.

1.2.2 The Contractor shall exercise due care during the performance of work in protecting from damage all existing facilities, structures and utilities both above surface and underground on the City's property. Any damage to City property deemed to be caused by the contractor's neglect shall be corrected and paid for by the Contractor at no cost to the City.

1.2.3 If the City requests or directs the contractor to perform work in a given area, it will be the Contractor's responsibility to verify and locate any underground utility systems and for taking reasonable precaution when working in these areas. Any damage or problems shall be reported immediately to the ACR.

1.3 PESTICIDES

General: All materials used shall be in strict accordance with and applied within the standards set forth in the EPA regulations and the California Department of Food and Agricultural Code.

EXHIBIT A *(Page 7 of 23)*
SPECIFICATIONS

Contractor is responsible for obtaining all required permits and maintaining the required usage documentation and to comply with all requests from the Contra Costa County Agricultural Department to inspect records, licenses, training certificates, equipment and storage facilities. All applicable regulations shall be strictly adhered to, and all required reporting shall be the responsibility of contractor.

APPLICATION OF PESTICIDES:

1.3.1 Timing: Pesticides shall be applied at times that limit the possibility of contamination from climatic and other factors. Early morning or evening application shall be used when possible to avoid contamination from drift. Applications using drift control skirted booms must be used when golfers are present. Small backpack applications may be performed based on weather protection and with provisions made for the safety of golfers. Applicator shall monitor forecast weather conditions to avoid making application prior to inclement weather to eliminate potential runoff of treated areas. Irrigation water applied after treatment shall be reduced to eliminate runoff. When water is required to increase pesticide efficiency, it shall be applied only in quantities of which each area is capable of receiving without excessive runoff.

1.3.2 Handling of Pesticides: Care shall be taken in transferring and mixing pesticides to prevent contaminating areas outside the target area. Application methods shall be used which ensure that materials are confined to the target area. Spray tanks containing leftover materials shall not be drained on the site to prevent contamination. Disposal of pesticides and tank rinsing materials shall be within the guidelines established in the California Department of Food and Agricultural Code or EPA regulations.

1.3.3 Equipment and Methods: Spray equipment shall be in good operating condition, quality, and design to efficiently apply material to the target area. Avoiding high pressure applications and using water soluble drift agents will minimize drift.

1.3.4 Recommendations: All pesticide applications shall be in accordance with written recommendations provided by a licensed Pest Control Advisor (PCA) with copies of the written recommendations sent to the ACR. A licensed Qualified Applicator (QAC) shall be on site during application.

1.3.5 Selection of Materials: Pesticides shall be selected from those approved for golf course use by California Department of Food and Agriculture.

1.4 SOUND CONTROL REQUIREMENTS

1.4.1 The Contractor shall comply with all local sound control and noise level rules, regulations and ordinances, which apply to any work performed pursuant to the contract.

1.4.2 Each internal combustion engine used for any purpose on the job or related to the job shall be equipped with a muffler of a type recommended by the manufacturer of such equipment. No internal combustion engine shall be operated on the project without said muffler.

1.5 EQUIPMENT

The Contractor shall take all necessary precautions for safe operation of equipment and the protection of the public from injury and damage from such equipment.

1.6 INQUIRIES AND COMPLAINTS

EXHIBIT A *(Page 8 of 23)*
SPECIFICATIONS

1.6.1 The Contractor shall have designated responsible management personnel to take the necessary action regarding all inquiries and complaints that may be received from or through the City and/or private citizens during normal work hours.

1.6.2 Whenever immediate action is required to prevent impending injury, death or property damage to the facilities being maintained, City may, after reasonable attempt to notify the Contractor, cause such action to be taken by the City work force and shall charge the full cost thereof to the Contractor.

1.6.3 All complaints shall be abated as soon as possible after notification to the satisfaction of the City. If any complaint is not abated within a reasonable time, the City shall be notified immediately of the reason for not abating the complaint, followed by a written report to the ACR within three (3) days.

1.7 MAINTENANCE EMPLOYEES/UNIFORMS/VEHICLES

1.7.1 Employees:

A designated full-time Class A-Rated Superintendent and Assistant Superintendent must be assigned full time at the golf course. Also an English speaking supervisor who is fully trained in all maintenance responsibilities must be on-site at all times while work is being performed.

All maintenance employees shall present a neat, well-groomed appearance at all times. Tattoos and/or body piercing shall not be visible.

Employees shall act in a courteous, professional manner at all times. Every effort shall be made to perform the work while creating minimum disturbance to the golfers. Any employee who is determined by the ACR to be incompetent, disorderly, intemperate or otherwise objectionable shall be immediately removed from the crew and replaced with a satisfactory replacement.

1.7.2 Uniforms:

The Contractor shall pay for and bear the maintenance cost of special uniforms for all employees working on the golf course.

The uniform shall be worn as a complete unit and be fitted properly. The uniform shall be cleaned and pressed with no rips, tears or permanent stains present.

In cool weather when a jacket or sweatshirt is needed, the jacket or sweatshirt shall be worn as the outer garment. All shirts and jackets shall have the golf course logo and the worker's first name on them. Sweatshirts are only required to have the course logo.

A hard hat must be worn at all times when working on the golf course. When working elsewhere at the facility, but not within the actual field of play, a cotton uniform cap with the golf course logo may be worn, but must be worn with the bill facing forward at all times.

1.7.3 Vehicles:

All vehicles used on the course shall be maintained in good mechanical and body repair. The vehicles shall be clean both inside and out at all times. The vehicles shall bear the contractor's company name, which is visible on both sides of the vehicles.

Each vehicle shall be equipped to hold all tools and equipment in a neat and orderly fashion.

EXHIBIT A *(Page 9 of 23)*
SPECIFICATIONS

1.8 THE CITY'S RIGHT TO DO WORK

The City reserves the right to do work as required within the contract area. The work referenced herein may include, but is not limited to, capital improvements and/or alterations intended to improve golf course facilities. If such projects materially affect the cost to meet the requirements of the agreement, the Contractor will be asked to submit justification to support the additional costs. Contractor and City will review the justification in order to consider modifications to the Financial Conditions of the agreement.

1.9 MAINTENANCE RECORDS

The Contractor shall provide the ACR with a written schedule of the work to be performed during the following month which includes, but is not limited to: aerification, tree trimming, lake maintenance, herbicide/insecticide application, fertilization and replacement of color plants. The report shall be provided in a format developed by Contractor and approved by the ACR. If the Contractor finds that it is not possible to maintain the submitted schedule, the ACR shall be advised and a revised schedule submitted.

1.9.1 The Contractor shall maintain and keep current a log that records all on-going, seasonal and additional work, and maintenance functions performed on a daily basis by Contractor's personnel. Said report shall be in a form and content acceptable to the ACR and shall be submitted to the City concurrent with the monthly invoicing. The monthly payment will not be made until such report is received by the City.

2.0 TREES

2.0.1 All tree trimmings shall be performed on a schedule approved by the ACR and in accordance with the American National Standards Institute (ANSI) A300 Part 1, *Tree, Shrub, and Other Woody Plant Maintenance – Standard Practices (Pruning).* Such trimming and pruning is a minimum level and shall not relieve Contractor of other responsibilities set forth herein.

2.0.2 Trees shall be pruned as required to remove broken or diseased branches. The contractor shall develop a pruning program, which will promote proper tree scaffolding, strength, and appearance consistent with its intended use.

2.0.3 Trees located adjacent to vehicular and/or pedestrian traffic ways shall be maintained so as not to obstruct vehicle and/or pedestrian visibility and clearance.

2.0.4 Fertilization shall be scheduled as often as required to keep trees in a healthy and desirable condition as outlined in the pruning specifications. Avoid applying fertilizer to root ball or base of main stem; instead, spread evenly in area of drip zone.

2.0.5 Tree stakes, ties, and guys shall be checked and corrected as needed. Ties will be adjusted to prevent girdling. Remove unneeded stakes, ties, and guys as required. Re-stake trees, as required, using lodge pole stakes.

2.0.6 Prune trees along sidewalks and cart paths to allow ten (10) foot clearance for pedestrians and fifteen (15) feet above curb and gutters for vehicular traffic, including golf carts.

2.0.7 Ailing or stunted trees, which fail to meet expected growth will receive additional nutrient treatments to correct any deficiencies or be removed and replaced in kind (subject to the ACR's approval).

2.0.8 Surface roots, which become maintenance or appearance problems will be removed as required to prevent damage to adjacent areas.

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2.0.9 Any tree requiring removal shall be replaced by the Contractor.

2.0.10 The Contractor shall develop and implement a reforestation plan approved by the ACR for adding trees and/or replacing aging trees.

2.0.11 All palm trees where skirts have been trimmed previously, are to be trimmed a minimum of once annually to ensure that all dead fronds and/or seed clusters are removed.

2.1 SHRUBS

2.1.1 Prune shrubs to retain as much of the natural informal appearance as possible.

2.1.2 Shrubs used as formal hedges or screens shall be pruned as required to present a neat, uniform appearance.

21.3 Remove any spent blossoms or dead flower stocks as required to present a neat, clean appearance.

2.1.4 Plants growing over curbing and/or sidewalks shall be trimmed on a natural taper rather than vertical so as not to appear to be hedged.

2.1.5 Schedule the application of a commercial fertilizer as often as required, but no less than twice per year, to promote optimum growth and healthy appearance to all shrubs.

2.1.6 Any plant requiring removal shall be replaced by the Contractor.

2.2 GROUND COVER

2.2.1 Apply all chemical control (i.e. pesticides) as required to control or prevent pest infestations to protect ornamental plantings.

2.2.2 Trim ground cover adjacent to walks, walls and/or fences as required for general containment to present a neat, clean appearance.

2.2.3 Cultivate and/or spray herbicide to remove broad-leafed and grass weeds as required. Shrub beds shall be maintained in a weed free condition.

2.2.4 Keep ground cover trimmed back from all controller units, valve boxes, quick couplers, or other appurtenances or fixtures. Do not allow ground covers to grow up trees, into curbs, or on structures or walls. Keep trimmed back approximately 4 inches from structure or walls.

2.2.5 Fertilization: Schedule fertilization of all ground cover areas with a commercial fertilizer as often as required, but no less than twice a year, to promote healthy appearance.

2.2.6 Ground cover plants shall be added, as needed, to ensure a solid mass planting in conformance with the original intent.

2.3 PEST CONTROL ON PLANTS

2.3.1 Contractor shall provide complete and continuous control and/or eradication of all plant pests or diseases.

2.3.2 Contractor shall supply the proper chemical designated for the pests to be controlled.

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2.3.3 Contractor shall obtain all necessary regulatory permits and assume responsibility for the use of all chemical controls.

2.4 IRRIGATION SYSTEM (inclusive of golf course frontage, parking lot medians, picnic area, and club house)

2.4.1 Efficient Use of Water:

2.4.1.1 The use of an on-site CIMIs weather station will establish the base rates of water to be applied. The watering schedule will be established and programmed by the contractor. Application rates will be based on the amount of water the areas require to properly irrigate all plant material while eliminating excessive runoff.

2.4.1.2 Considerations must be given to soil texture, structure, porosity, water holding capacity, drainage, compaction, precipitation rate, run off, infiltration rate, percolation rate, evapotranspiration, seasonal temperatures, prevailing wind condition, time of day or night, type of grass, plant and root structure. This may include syringing during the day and watering during periods of windy weather.

2.4.1.3 In areas where wind creates problems of spraying onto private property or road rights of way, the controllers shall be set to operate during the period of lowest wind velocity which would normally occur at night.

2.4.1.4 Contractor shall be responsible for daily monitoring all systems within premises and correcting for: coverage, adjustment, clogging of lines and sprinkler heads, removal of obstacles, including plant materials which obstruct the spray.

2.4.1.5 The soil moisture content on greens, tees and fairways shall be checked regularly and appropriate adjustments made. Adequate soil moisture shall be determined by visual observation, plant resiliency, turgidity, examining cores removed by soil probe, moisture sensing devices and programming irrigation controllers accordingly.

2.4.1.6 Contractor shall observe and note deficiencies occurring from the original design of facilities and review these findings with the ACR so necessary improvements can be considered.

2.4.1.7 All leaking or defective valves, lines and sprinkler heads shall be repaired within twenty-four (24) hours. A report of such repairs shall be given to the ACR weekly.

2.4.1.8 In the event of a reduction of the volume of water supplies to a golf course during peak demand periods, the priority of water distribution by Contractor shall be as follows:

Greens
Tees
Fairways
Other turf and landscape areas

2.4.1.9 Particular attention shall be paid to all slope areas, which will, by physical nature, provide for greatest potential runoff which can contribute to erosion and affect play.

2.4.1.10 Contractor shall turn off all controllers when it is not necessary to irrigate due to adequate rainfall.

2.4.2 System Maintenance

2.4.2.1 All controllers are to be kept pest-free, including Bryozoan infestation, and all parts and repairs necessary to maintain the operation are the responsibility of the Contractor.

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2.4.2.2 The computer and software necessary to operate the irrigation control system shall be maintained by the Contractor.

2.4.2.3 Any repairs made by the operator shall be made in accordance with the industry standards and conforming to all related codes and regulations.

2.4.2.4 Contractor shall be responsible for adjusting the height of sprinkler risers necessary to compensate for growth of plant materials.

2.4.2.5 Automatic controllers and/or enclosures shall be locked while unattended.

2.4.2.6 All controller enclosures must be painted or replaced, as needed, to maintain a good appearance.

2.4.2.7 Sprinkler heads and valve boxes shall be kept clear of overgrowth, which may obstruct maximum operation.

2.4.2.8 Repairs made to the irrigation system must be made in accordance with the system's original design with products equal to or higher quality than currently provided.

2.4.2.9 Through a previous capital improvement, the City connected the irrigation system for the median islands on Port Chicago Highway south of Highway 4 to the golf course water supply. Contractor is responsible for maintaining water service to the median islands. The City's ACR should be notified regarding any interruption of water service.

2.5 ANIMAL AND RODENT CONTROL

Contractor shall continuously, on a weekly basis, control and eradicate rodents and other animal pests as necessary to prevent hazards, holes and destruction of plantings on golf course property. Damage to public or private property due to erosion as a result of rodent activity shall be repaired at the Contractor's expense.

2.6 WEED CONTROL OF PAVED SURFACES

Contractor shall control all weeds growing in cracks, expansion joints and other hard surfaces by the use of chemical weed control.

2.7 WEED CONTROL IN LANDSCAPE AREAS

Weed control in landscaped areas shall be accomplished by mulching and the use of both pre-emergent and post-emergent herbicides. Mechanical weed eradication is unacceptable unless approved by the ACR.

2.8 STRING TRIMMERS

Care shall be exercised with regard to the use of string trimmers to prevent damage to building surfaces, walls, header board, light fixtures, signage, etc. **No string trimmers shall be used around trees.** A minimum of 12" bare soil or mulched buffer zone shall be maintained around the circumference at the base of all trees.

2.9 GREENS

Maintain all greens in accordance with playability and industry wide standards as determined by the ACR.

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2.9.1 Greens shall be mowed daily with an approved greens reel type mower at a height pre-approved by the ACR. Frequencies and height of cut may be modified from time to time as deemed necessary by the golf course superintendent with the approval of the ACR. All grass clippings must be collected and removed from the site during each mowing operation.

2.9.2 Ball cups are to be relocated daily to USGA Standards to enable worn turf spots to recover.

2.9.3 Verticutting of greens may be scheduled as needed, up to once per week during periods of active turf growth. This function shall be coordinated to compliment the aerification and topdressing schedules. Combing or brushing may also be done.

2.9.4 Aerify greens at least two (2) times per year or more frequently, if needed, and remove plugs the same day. Aerification shall be carried out with a minimum to interference to play. Aerification shall be scheduled well in advance and in conjunction with the Golf Professional and the ACR.

2.9.5 Following all aerifications, an approved topdressing material, shall be applied and brushed into the turf. Application shall be done with an approved topdressing spreader. Spot topdressing may be applied to repair damage from ball marks or any other damage. Light topdressing may be done in conjunction with verticutting.

2.9.6 Contractor shall have the soil analyzed within thirty (30) days after the start of the term of the contract and once every year thereafter. Apply fertilizer in the quantity and type recommended by soil analysis and growing conditions at the time of treatment and in a manner to provide uniform growth of turf. Under normal conditions, 0.5 to 1.2 pounds of actual nitrogen per thousand square feet shall be applied per growing month. Typically, a variety of granular slow release types of material or liquid sprayable fertilizer may be utilized.

2.9.7 Treat greens with proper chemicals to control insects, disease, weeds and other pests.

2.9.8 Greens shall be kept free of foreign grasses and/or broadleaf weeds that tend to creep in from the edges.

2. 9.9 EC readings should be taken weekly to determine salts levels and if they are above normal, corrective action taken to reduce them.

2.10 COLLARS AND GREEN SURROUNDS

2.10.1 Collars shall be mowed two (2) times each week to maintain a height of ½ inch cut five feet in width.

2.10.2 Green surrounds shall be mowed one (1) time each week to maintain a height of 1-1/4 inch. If a rotary mower is used, it shall be specifically designed to prevent scalping of the turf.

2.10.3 Fertilization frequency, types of material and analysis shall be determined from results of bi-annual soil nutrient level testing and growing conditions at the time of treatment. Under normal conditions 0.25 to 0.75 pounds of actual nitrogen per thousand square feet shall be applied per growing month. Typically combinations of granular slow release type of materials may be utilized.

2.11 TEE MAINTENANCE

2.11.1 Service tees daily by moving tee markers, benches, and ball washers. Change tee towels weekly and keep ball washers filled to proper level with water and appropriate cleaning agent.

2.11.2 Mow tees two (2) to three (3) times weekly with reel type mower at height of ½ to 5/8 inch or as recommended by the superintendent and approved by the ACR.

2.11.3 Aerify and topdress tees at least two (2) times per year or more frequently if needed, using the appropriate equipment with the minimum of interference to play.

2.11.4 Fertilization frequency, materials and analysis shall be determined from results of bi-annual soil nutrient level testing and growing conditions at the time of treatment. Under normal conditions, 0.25 to 0.75 pounds of actual nitrogen per thousand square feet shall be applied per growing month. Typically combinations of granular slow release type of materials may be utilized.

2.11.5 Repair worn and damaged turf areas as they occur by topdressing, overseeding or resodding to ensure playability AT ALL TIMES.

2.11.6 Tees shall be overseeded following aerification and before topdressing at a rate of 7.5 lb. per thousand square feet of tee area.

2.11.7 Treat tees for control of insects, disease, weeds and other pests as necessary to maintain healthy turf.

2.11.8 Trash receptacles are to be emptied daily.

2.11.9 A sand and seed container with small scoop must be available on all Par 3 holes for use in repairing divots.

2.11.10 Ample score card supplies shall be kept in stack of the No. 2 Tee at all times.

2.12 FAIRWAY MAINTENANCE

Maintain all fairways in accordance with accepted playability and industry-wide standards at all times, observing the following minimum requirements:

2.12.1 Mow fairway two (2) to three (3) times weekly at height recommended by the superintendent and approved by ACR.

2.12.2 Aerify all fairways at least one (1) time a year. The equipment used to aerify the fairways shall be PTO or self-powered to enable a 4" coring depth (Toro ProCore or equivalent). Cores shall be removed from the fairways and a topdressing of 1/8 inch of sand (approximately 700 tons) or other City approved material will be applied.

2.12.3 Overseed and topdress (or resod) worn or bare areas of fairways as necessary.

2.12.4 Treat turf to control weeds, diseases, insects, and other pests as necessary to maintain a weed free and healthy turf.

2.12.5 A minimum of 176 pounds per acre of actual nitrogen shall be applied to fairways each calendar year.

2.12.6 Policing to control litter shall be done on a regular basis for the removal of all paper, leaves, cans, bottles, tree branches, etc.

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2.13 ROUGHS MAINTENANCE

Maintain turf areas in accordance with acceptable industry wide standards as recommended by the superintendent and approved by the ACR at all times, observing the following minimum requirements:

2.13.1 Mow one (1) to two (2) times per week at 1-1/4 to 1-1/2 inches in height May through October and as growth requires November through April.

2.13.2 Aerify as needed to maintain healthy turf.

2.13.3 Overseed and topdress (or resod) worn or bare turf areas as necessary.

2.13.4 Fertilization frequency, materials and analysis shall be determined from results of bi-annual soil nutrient level testing and growing conditions at the time of treatment. Under normal conditions, a minimum of 88 pounds of actual nitrogen per acre may be applied annually, per growing season.

2.13.5 Treat turf to control weeds, disease, insects and other pests as necessary to maintain a healthy turf.

2.14 OTHER TURF AREAS

These areas consist of turf at the golf course entry, turf within islands in the parking lot and turf in the picnic area.

2.14.1 The turf is to be mowed with a reel type mower weekly at height recommended by superintendent and approved by ACR.

2.14.2 Fertilizer shall be applied at the rate of 4 pounds of actual nitrogen per thousand square feet per year, or as needed to maintain health and color.

2.14.3 Treat turf to control weeds, diseases, insects and other pests, as necessary to maintain a weed free and healthy turf.

2.14.4. The edging of all walks and other paved areas will be performed monthly during the active growing season.

2.15 SAND BUNKERS

2.15.1 Sand bunkers shall be cleaned and raked on Tuesday, Friday, Saturday and Sunday.

2.15.2 Sand depth shall be randomly checked monthly for depth of sand and shall be maintained no less than four inches (4") deep. Additional sand shall be added where there is less than four inches (4") of sand. Bunker sand shall be of a type consistent with industry standard and approved by ACR.

2.15.3 Turf shall be mechanically edged around sand bunkers monthly or more frequently if required to ensure a neat appearance. Care shall be taken to maintain the design outline of the bunkers to insure the integrity of the bunker shape. Chemical edging through use of a non-selective herbicide around sand bunkers shall not be allowed.

2.15.4 Excess sand in the turf surrounding the trap shall be removed on a regular basis.

2.15.5 A minimum of two (2) rakes are to be available at all sand bunkers at all times. (Color and style subject to ACR's approval).

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2.16 SHRUB BEDS/SEASONAL COLOR BEDS/PERIPHERY AREAS

2.16.1 Shrub Beds

2.18.1.1 Clean up shall occur on a regular basis to ensure that beds are kept free of trash and debris such as paper, cans and bottles, fallen branches, excessive leaves and weeds.

2.18.1.2 A fertilizer program shall be a minimum of four (4) applications per year or as needed for health and color.

2.18.1.3 Spent flowers , leaves and other landscape debris shall be removed from plant areas daily, or as required.

2.18.1.4 Trimming – Refer to Section 2.3.

2.16.2 Seasonal Color Beds

2.18.2.1 All color beds shall be regularly cleaned of paper, bottles and cans, fallen branches, excessive leaves and weeds.

2.18.2.2 Weed control shall be accomplished by use of pre-emergent, selective herbicides, mulch and manual weeding. A pest control spray program shall be done as often as necessary for pest control.

2.18.2.3 Beds shall be cultivated by mechanical means on a regular basis as directed by the ACR.

2.18.2.4 Color plants shall be replaced a minimum of twice annually and shall be performed on a schedule submitted to and approved by the ACR. The replacement plants shall be 4-inch potted size, spaced per industry standards and planted with the appropriate soil amendments.

2.16.3 Periphery Areas

2.18.3.1 All periphery areas shall be maintained in a manner consistent to industry standards to ensure a healthy and aesthetically pleasing appearance at all times.

2.18.3.2 Areas shall be mowed, weeded, cleaned of litter and other debris on a regular basis (a minimum of once per week). Watering should occur if the area is covered by the irrigation system.

2.18.3.3 Special attention shall be given to periphery areas adjacent to public roadways since these areas are highly visible to the general public and constitute a "first impression" of the overall service level of the course.

2.18.3.4 All areas are to be inspected for erosion problems and repaired as needed.

2.17 PARKING LOTS

2.17.1 Parking lots are to be maintained in a safe condition for use by both vehicles and pedestrians, and cleaned each day to ensure a clean, crisp appearance free from litter and debris, including all landscaped planters on or adjacent to the lots.

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2.17.2 Paint striping, pothole repair and other maintenance shall be performed on an ongoing basis as needed to ensure that paint and surfaces are crisp, clean and smooth at all times. A slurry seal coating will be applied every three years.

2.17.3 "Disabled Parking" signage and paint shall be maintained in accordance with all State, County and local regulations.

2.17.4 All current parking lot signage shall remain in place, maintained and readable. Any sign repair or replacement is the responsibility of the Contractor.

2.18 GRAFFITI

2.18.1 Golf course shall be inspected daily for evidence of graffiti. Special attention shall be given to restrooms, signs, markers, blockwalls, curbing, paving, tees, utility poles/boxes and/or any other structures of fixtures.

2.18.2 All graffiti shall be eradicated within twenty four (24) hours of detection.

2.18.3 Graffiti requiring paint-over, shall be painted over with a color consistent with that of the original surface.

2.18.4 Graffiti on non-painted surfaces shall be removed by sand or water blasting.

2.19 COURSE ACCESSORY EQUIPMENT

All accessory equipment must be maintained in a clean, safe, functioning condition at all times and repainted as required to present an aesthetically pleasing appearance. Accessory equipment shall include, but not be limited to the following:

NOTE: Must be same or equal specifications to current equipment in use and/or approved by ACR.

Signage
Trash receptacles, Ash urns
Tee and Fairway markers
Sand rakes
Ball washers
Shoe brushes
Greens cups
Benches
Flags and poles

2.20 CART PATH/STEPS/RAMPS/WALKWAYS/BRIDGES

2.20.1 To be swept or blown clean of debris every Friday or more often as needed.

2.20.2 To be edged and scraped clean per year.

2.20.3 All potholes and/or other surface damage or defects shall be repaired immediately upon detection to ensure a safe usable surface.

2.20.4 Bridges shall be painted or treated as needed to protect them and maintain quality appearance.

2.21 RESTROOMS

2.21.1 On-course restrooms at the No. 5 Fairway and No. 16 Tee shall be cleaned and sanitized twice daily using cleaning and sanitizing agents recognized for use in public restrooms.

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2.21.2 Maintenance shall include, but not limited to:
Sweeping and mopping floor
Cleaning and sanitizing basins, metal fixtures, urinals, toilets and trash receptacles;
Cleaning and polishing mirrors

2.21.3 Paper supplies shall be checked and restocked as needed.

2.21.4 Walls, ceilings, screens and windows shall be cleaned monthly.

2.21.5 Leaky or malfunctioning fixtures shall be repaired/replaced immediately upon detection.

2.21.6 Lighting fixtures are to be checked daily with relamping of faulty fixtures provided as needed at time of detection.

2.21.7 Restroom floors which are wet for any reason, including mopping, shall be so marked with proper temporary signage.

2.22 MAINTENANCE HEADQUARTERS

2.22.1 The maintenance headquarters shall be kept clean and neat at all times with all material inventories and supplies stored in a manner in keeping with CAL-OSHA, Contra Costa Fire Protection District and all Local, County and State regulations.

2.22.2 The area shall be locked or otherwise secured when unattended to discourage unauthorized entry.

2.22.3 Office and lunchroom floors are to be cleaned and swept five times per week and mopped monthly.

2.23 COURSE LIGHTING

All lighting systems shall be inspected on a regular basis with faulty bulbs, fixtures or other malfunctions repaired and/or replaced as needed.

2.24 FENCES/GATES

All fences and gates shall be inspected regularly with repairs made as needed to ensure a safe, secure and aesthetically pleasing condition at all times.

2.25 LAKE MAINTENANCE

2.25.1 Algae and cat tail control program shall be maintained to the City's satisfaction.

2.25.2 Lakes shall be inspected regularly with all visible litter/trash removed at time of detection.

2.26 COURSE FEATURE MAINTENANCE

Any and all changes in the physical characteristics of any portion of the courses or structures, such as: addition or removal of sand traps, trees, water hazards, native vegetation or other features shall require prior approval by the ACR and will be separately put out to bid by the City pursuant to Concord Municipal Code Section 3.10.030 to the extent they constitute public projects as defined by Public Contract Code § 22000.

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2.27 DRIVING RANGE MAINTENANCE

2.27.1 Landing area turf shall be mowed weekly at agreed-upon height.

2.27.2 General turf maintenance shall conform to procedures outlined in Section 2.12, Greens and Collar Surrounds.

2.27.3 Lighting shall be inspected on a weekly basis with faulty bulbs and/or fixtures repaired or replaced as needed.

2.27.4 All range maintenance shall be coordinated with the head golf professional.

2.28 PUMP MAINTENANCE

2.28.1 Pump station pumps shall be inspected and maintained on a regular basis. Two preventative maintenance services are to be completed each calendar year. It shall be the Contractor's responsibility to keep all preventative maintenance current and to provide verification of same to ACR upon request.

2.28.2 Contractor shall maintain the pump station building and make repairs to the building as needed.

2.28.3 The well pumps shall be inspected, serviced, maintained, repaired and replaced as needed.

3.0 EXTERIOR OF THE CLUBHOUSE, CLUBHOUSE PATIO, RESTROOM BUILDINGS, STRUCTURES AND GROUNDS

The operator shall keep the premises, and every part thereof, in good working order, condition and repair whether structural or non-structural and whether or not the need for such repair occurs as a result of the Operator's use, any prior use, the elements or the age of the structures and are to include, but not be limited to the following:

Plumbing	Termite Eradication
Electrical	Exterior Pest Control (i.e., roaches,
Heating Systems	bees, flies, ants)
Air Conditioning Systems	Floors and floor coverings
Exterior lighting	Ceilings
Windows	All exterior fixtures
Doors	Exterior walls
Parking lots, access roads	Roofs
Foundations	Driveways, sidewalks, hardscape surrounding clubhouse
Locks	Handrails/guardrails
Paint/stain	Signs
Sewer Lift Pumps	Gutters

PLEASE NOTE: The interior of the Clubhouse is the responsibility of the Head Golf Professional and Food/Beverage concession operator; all other structures (both inside and out) are the responsibility of the operator to maintain.

4.0 PICNIC AREA

These specifications establish the standards for routine housekeeping and grounds maintenance of the picnic area.

4.1 Mow turf weekly to maintain a height at 1-1/4 inch.

4.2 Fertilize turf at the same frequency that fertilizer is applied to the fairways.

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4.3 Maintain shrub beds in accordance with Section 2.13

4.4 All horizontal, vertical and under surfaces of the picnic area, shelter structure, and concrete pad shall be cleaned immediately prior to a scheduled use during March through October.

4.5 Picnic area shall be inspected daily for any evidence of vandalism, break-in or deterioration. Operator shall be responsible for reporting damage to the ACR and completing repair.

4.6 All trash generated by the operation and use of the picnic area shall be removed and disposed of by the Contractor.

D. FINANCIAL CONDITIONS

1.0 The selected proposer will be required to post a Performance Bond payable upon demand by the City in the amount of twelve months' payments.

1.1 All proposers are to submit audited financial statements of their company for the past two (2) years (2013-2014 inclusive).

1.2 Proposers are to assume self-operation of all aspects of the full scope of services. Subleases or assignments of any service functions are subject to City approval in advance.

1.3 A Small Capital Reserve Fund of $50,000 per year shall be paid to the City in quarterly installments of $12,500 by the Contractor and is to be used for projects approved in advance by the City. Contractor and City will jointly develop a project list before the start of each fiscal year. Repairs or improvements under $20,000 per occurrence will be the Contractor's responsibility. The City will pay for any improvement or major repair in excess of $20,000 per occurrence. The City shall have the option to request bids for any repair or improvement estimated to cost more than $20,000.

1.4 Extra Work

1.4.1 In the event the Contractor is required by the City and agrees to perform extra work, the following procedure shall govern such work:

1.4.2 When required by the ACR, an estimate of cost will be submitted for approval prior to work being done. The Contractor shall maintain records sufficient to distinguish the direct cost from other operations, and shall invoice for extra work, itemizing all costs for labor, materials and equipment rental. The invoice shall include hours worked. The following procedure will govern such extra work.

1.4.2.1 Work will be executed under the direction of the ACR on a time and material basis or an agreed lump sum price depending on the nature of the work.

1.4.2.2 The City will issue a work request for such extra work to be performed.

1.4.2.3 Extra work will not be initiated without written authorization, except in emergency situations.

1.4.2.4 Extra work may include, but not be limited to, the following:

a. Replacement of plant materials due to failures beyond the contractor's control.

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b. Repairs or replacement due to vandalism, vehicle accidents or Acts of God, which is otherwise not included in this specification.

c. Failure of major plumbing, electrical, structural, or other part of the existing facilities in excess of $20,000 per occurrence.

d. Failure of pumping or irrigation system in excess of $20,000 in any calendar year.

1.4.2.5 All extra work shall be performed in accordance with recognized industry standards with the use of first quality materials and workmanship.

1.5 Payments Withheld/Charges

1.5.1 If the City determines that there are deficiencies in the performance of this contract, the Contractor shall be notified both verbally and in writing each time service requirements are unsatisfactory and corrective action is necessary. Upon notification of service failure, the Contractor shall complete corrective action within a reasonable time frame and as agreed upon with ACR.

1.5.2 Should the Contractor fail to correct any deficiencies within the stated time frame, the City may utilize City forces, or an alternate source, to correct the deficiency and deduct from the Contractor's payment the total cost, including City overhead.

1.5.3 Failure by the Contractor to provide reports, schedules and other deliverables as called for in this specification (and itemized below) will result in a charge of $100 for each occurrence being withheld from the contractor's current monthly invoice payment.

a. Section 2.1.0 The next month's aerification, fertilization and special projects schedule
b. Section 2.1.1 Monthly log of daily maintenance functions
c. Section 1.3.4 Written pesticide recommendations
d. Section 2.18.2.4 Semi-annual color replacement schedule

1.5.4 Failure by the contractor to perform certain maintenance functions as specified in Section 2.0, SPECIFIC REQUIREMENTS, (and itemized below), which results in failure to meet the maintenance standards set out in Section 1.0.1, will result in a penalty of $200 for each occurrence being withheld from the Contractor's current monthly invoice payment.

a. Turf mowing heights and frequencies
b. Aerification and fertilization frequencies and rates
c. Herbicide and fungicide application
d. Irrigation system operation and maintenance
e. Bunker maintenance
f. Parking lot cleaning
g. Graffiti removal
h. Accessory equipment
i. Cart Paths
j. Restrooms
k. Facility maintenance
l. Lake maintenance
m. Driving range maintenance
n. Pumps systems maintenance

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1.5.5 Failure by the Contractor to follow any of the specifications which results in the necessity of removing a green from service in order to restore it to playable condition will result in a $3,000 per green per occurrence penalty being withheld from the Contractor's current monthly invoice payment.

E. MT. DIABLO CREEK NOTIFICATION

Diablo Creek Golf Course is subject to erosion and flood damage during major storm activity. Mt. Diablo Creek flows through part of the golf course. During heavy rainfall, the creek may overflow with water submerging approximately 9 holes of the golf course under several feet of water.

The requirement of the Contractor is to restore the golf course to playable condition and re-open as quickly as possible. The Contractor should be prepared to absorb any additional expense for overtime or for the repair and clean-up of storm related damages and debris removal.

F. HOURS OF OPERATION

The Contractor shall operate and maintain the golf course open from dawn to dusk every day of the year, with the exception of December 25 and closures required by weather conditions. All closures require concurrence of ACR. The Contractor will be required to provide a minimum level of operation in compliance with standards contained herein.

G. CITY CONTRACT ADMINISTRATOR

A City Contract Administrator will be identified as the City's prime contact and liaison with the Contractor. Any and all communication with the City will be conducted through this designated individual. This individual will be afforded access to any of the golf course property at any time for the purposes of monitoring compliance of the Contractor to the terms and conditions of the Maintenance Agreement.

H. CITY AUDIT REQUIREMENTS

The City of Concord reserves the right to designate its own employee representative(s) or its contracted representatives with a certified public accounting firm who shall have the right to audit the Contractor's procedures and internal controls and examine any cost, payment, claim or other records supporting documentation resulting from any items set forth in the Agreement. Any such audit(s) shall be undertaken by City of Concord or its representative(s) at reasonable times and in conformance with generally accepted auditing standards. Contractor agrees to fully cooperate with any such audit.

This right to audit shall extend during the length of this Agreement and for a period of three (3) years, or longer if required by law, following the date of final payment under the Agreement. Contractor agrees to retain all necessary records/documentation for the entire length of this audit period.

Contractor will be notified in writing of any exception taken as a result of an audit. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within thirty (30) days from presentation of City's findings to Contractor. If Contractor fails to make such payment, Contractor agrees to pay interest, accruing monthly, at a rate of 10% per annum unless another section of this agreement specifies a higher rate of interest, then the higher rate will prevail. Interest will be computed from the date of written notification of exception (s) to the date Contractor reimburses City for any exception(s).

EXHIBIT A *(Page 23 of 23)*
SPECIFICATIONS

If an audit inspection or examination in accordance with this article, discloses overcharges (of any nature) by the Contractor to the City in excess of one percent (1%) of the value of that portion of the contract that was audited, the actual cost of the City's audit shall be reimbursed to the City by the Contractor.

I. SITE VISITATIONS

The City intends to send unannounced delegations of evaluators to courses currently maintained by Proposer. Proposers should make every effort to accommodate such delegations.

J. OTHER REQUIRED CONDITIONS

1.0 The City will pay applicable maintenance yard utility costs. Contractor will pay for phone service and internet service.

2.0 Contractor shall maintain regular communication, an attitude of cooperation and an overall good working relationship with the Director of Parks & Recreation, the Head Golf Professional and Pro Shop staff and the Food and Beverage Management personnel. A meeting shall be scheduled monthly at the golf course to discuss matters of mutual interest and concern and should be attended by the ACR, the Director of Parks & Recreation, the course superintendent, the Head Golf Professional and the food and beverage manager.

EXHIBIT B
INSTRUCTION FOR SUBMITTING PROPOSAL FORMAT *(Page 1 of 3)*

I. INSTRUCTIONS FOR SUBMITTING PROPOSALS

A. MINIMUM QUALIFICATIONS

In order to be deemed qualified for consideration to be awarded a maintenance agreement for Diablo Creek Golf Course, a proposer must:

1. Have a minimum of five (5) years of direct service golf course maintenance experience within the last ten (10) years in performing the functions outlined in the Maintenance Specifications of this Request for Proposal at a course or courses located in the Western part of the United States with climatic conditions identical or very similar to those found in Concord.

2. Possess the necessary line of credit and/or the necessary financial resources to equip and maintain the Golf Course facilities and provide for any emergency or planned repairs or projects.

3. Possess a competent record of employment or history of contract service in the maintenance of similar facilities as verified and supported by references, letters and other necessary evidence from all employers and/or public agencies.

B. REQUIRED FORMS AND DOCUMENTS

Contractors must present evidence, satisfactory to the City, indicative of their ability to maintain the golf facility. In order to be deemed fully response to this Request For Proposal, a proposer must complete and submit the following forms and documents as part of the proposal. Copies of Items (1) through (5) are provided here with for use by the bidder.

Exhibit B - Bid Form which includes the following:
1. Compensation Summary
2. Pricing Proposal Form
3. Contractor's Business Statement
4. Non-Collusion Affidavit
5. Authorization to Release Information

Exhibit B1- Exceptions to Specifications/Requirements
Exhibit B2 – W9 Form
Exhibit B3 – Debarment and Suspension Certification

Additionally, each proposer must attach the following information, Items (6) through (13) to the Proposal Form.

6. Financial Statement: A full and detailed presentation of the true condition, as of December 31, 2014, or the most recent fiscal year-end of the contractor's assets, liabilities and net worth. The report must include a balance sheet and income statement. If the contractor is a partnership or joint venture, individual financial statements must be submitted for each general partner or joint venturer thereof. Please attach audited financial statements for 2013 and 2014.

7. General Business Statement: A statement of all the important business activities of bidder's major business life. This statement should emphasize bidder's experience in the management and operation of golf facilities and service similar to those specified. In the event that the bidder has provided such golf services on a contractual basis to a public agency or to a private entity, the proposer shall submit the name, address and phone number of such clientele, and a brief description of the services provided and other pertinent data for all courses within the past five (5) years. In

EXHIBIT B
INSTRUCTION FOR SUBMITTING PROPOSAL FORMAT *(Page 2 of 3)*

addition, the proposer must identify any such contracts that, within the last five (5) years, have been cancelled or not renewed and provide a current contact and phone number.

8. Local Management Introduced: California and/or regional senior management should be introduced and a personnel organization chart provided showing all California and/or Regional Management Staff above the unit manager level.

9. Corporate Structure, Organization: Describe how your firm is organized, noting major divisions and any parent/holding companies. If firm is a publicly held, submit the most current Annual Report.

10. Company Background: Provide a brief history of your firm and its development through the years. Verbal review of this area may be minimal.

11. Central Support Capabilities, Procedures: Briefly outline the types and level of support received from your firm's Central Office in the areas of Accounting and Finance, Personnel/Labor Relations, Purchasing and Quality Specifications, Safety and Sanitation, and Management and Operations supervision. Indicate what are your firm's procedures in obtaining such support. Please include an outline or a copy of the areas noted above. The finalists or successful proposer may be requested to provide copies of the entire documents (safety manuals, employee guides and operational memoranda) to the City for further analysis or reference.

12. Business References: A minimum of five (5) business references giving names, addresses, telephone numbers and the nature and length of time of the business association in each instance. These references must be persons or firms with whom you have conducted business transactions during the past five (5) years.

13. Financial References: A minimum of five (5) financial references giving names, addresses and telephone numbers in each instance. It is required that at least two (2) of the five (5) references must be banks or savings and loan institutions and the type of relationship shall also be indicated, for example: checking accounts, savings accounts, real estate loans or construction loans.

C. PREPARATION OF PROPOSALS

1. Proposals must be submitted on the enclosed Proposal Forms and documents presented in the sequence listed.

2. Material and data not specifically requested for consideration, but which the Contractor wishes to submit, may be included as "Additional Data". This has specific reference to the following types of data.
   - Standard sales brochures and pictures;
   - Promotional material with minimal technical content;
   - Generalized narrative of supplementary information;
   - Supplementary graphic materials.

3. If the proposal is made by an individual, it shall be signed with the full name of the proposer, and his/her address shall be given. If it is made by a partnership, it shall be signed with the partnership name and by an authorized general partner and the full name and address of each general partner shall be given. If it is made by a joint venture, it shall be signed with the full name and address of each member thereof. If it is made by a corporation, it shall be signed by the president and secretary in the corporate name and the corporate seal (if available) shall be affixed in the place provided. In all cases each signature must be notarized and must have the proper acknowledgement of execution and notary seal attached to the Proposal Form.

EXHIBIT B
INSTRUCTION FOR SUBMITTING PROPOSAL FORMAT *(Page 3 of 3)*

When proposals are signed by an agent other than an officer of a corporation or a member of a general partnership, a power of attorney authorizing the signature must be submitted with the proposal; otherwise the proposal may be rejected as unauthorized and irregular.

4. All proposals must have original signatures. Modifications to a proposal after the submittal deadline will not be accepted by the City.

The following documentation is included herein with this proposal:

- Exhibit B-Bid Form including the following:
  - Compensation Summary
  - Pricing Proposal Form
  - Contractor's Business Statement
  - Non-Collusion Affidavit
  - Authorization To Release Information
- Exhibit B1- Exceptions to Specifications/Requirements
- Exhibit B2 – W9 Form
- Exhibit B3 – Debarment and Suspension Certification

- Financial Statements –
  a. Bidder's Assets, Liabilities and Net Worth as of 12/31/14 or last Fiscal Year End.
  b. Audited Financial Statements for Fiscal Years 2013 & 2014
- General Business Statement
- Local Management Introduction
- Corporate Structure Organization
- Company Background
- Central Support Capabilities, Procedures
- Business References
- Financial References

EXHIBIT B
BID FORM *(Page 1 of 11)*

A. COMPANY INFORMATION:

☒**This bid is subject to Prevailing Wage Requirements and Public Works/DIR[1] Requirements. Please complete the following:** Please see '*Labor Compliance Requirements (Prevailing Wage, SB854 Etc*' attached as ***Appendix 3*.**

CONTRACTOR DIR REGISTRATION #: _____

CONTRACTOR (CLSB[2]) LICENSE # _____

CONTRACTOR CLASSIFICATION(S): _____

PREVAILING WAGE CLASSIFICATION(S): _____

Submitted by:

COMPANY NAME:_____

ADDRESS (Not a P.O. Box):_____

CITY: _____ **STATE, ZIP CODE:**_____

PHONE NO.: _____ **FAX NO.:**_____

EMAIL ADDRESS: _____

YOUR NAME & TITLE: _____

YOUR SIGNATURE: _____ **DATE:** _____

By signing above, bidder certifies that all information above and submitted with this bid is true and the representations made herein are made under penalty of perjury.
Note: Providing false information may result in criminal prosecution or administrative sanctions.

[1]DIR=Department of Industrial Relations, [2]CLSB=California Licensed State Board

EXHIBIT B
BID FORM *(Page 2 of 11)*

B. OTHER REQUIREMENTS /INFORMATION

1. Bid Bond Requirement: ☐ No, not required for this bid
☒ Yes, please submit a 10% Bid Bond with your bid.

You may use the form below or submit form used by the acceptable Surety company.

2. Performance/Payment Bond: ☐ No, not required for this bid
☒ Yes, this is required if selected and awarded a contract as follows:

Selected Contractor shall furnish a Faithful Performance Bond and a Payment (aka Labor and Materials) Bond, each in a sum not less than 100% of the total price, issued by a Corporate Surety of Sureties acceptable to the City of Concord and listed by the State of California, Department of Insurance as being certificated to transact insurance in the State of California. The insurer must maintain the Certificate of Authority during the entire contract period. If the Certificate is withdrawn, work will be stopped until such time as the contractor furnishes new bonds from a certificated surety. The successful respondent agrees that failure to execute a contract and file acceptable Labor and Materials bonds as provided herein, within ten (10) calendar days after receipt of the contract, shall be just cause for annulment of the award. *(If bid bond is required and submitted in the form of a cashier's check, the bid bond will be returned to non-awarded bidders and to selected bidder upon receipt of the performance/labor bond.)*

BID BOND Bond No. _____ *(You may use the form below or submit form used by the acceptable Surety company.)*

WHEREAS, _____ ("Bidder") submitted a Bid to the City of Concord ("City") for the Project identified on this Bond, and the terms of the Bid require the Bidder to submit bidder's security.

NOW, THEREFORE, Bidder and _____ ("Surety"), are hereby held and firmly bound unto the City in the amount of not less than ten percent (10%) of the Bid Amount set forth in the Bidders's Bid (the terms and conditions of which are incorporated herein by reference) for the above referenced Project, for payment of which Bidder and Surety hereby bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents. THE CONDITION OF THIS OBLIGATION IS SUCH THAT, it shall be and remain in full force and effect until either the Bidder's Bid is rejected by the City, or if Bidder's Bid is accepted and the City offers the Bidder an agreement and the Bidder properly executes and submits to the City the Agreement and all required documents (including, but not limited to, the Faithful Performance Bond, the Payment Bond and proof of insurance with additional insured endorsement). This obligation shall be null and void when the Bidder's bid is rejected by the City or when the Agreement is fully executed. The Bidder agrees that in case of Bidder's refusal and failure to execute this contract and give required final bonds, the money represented by a cashier's or certified check shall remain the property of the City, and if the Bidder shall fail to execute this contract, the Surety agrees that it will pay to the City damages which the City may suffer by reason of such failure, not exceeding the sum of 10% of the amount of the Bid.

The Surety hereby agrees, for value received, that its obligations under this bond shall in no way be impaired or modified by an agreement between the City and the Bidder to extend the time within which the City may accept the Bidder's Bid, and the Surety hereby waives notice of any such extension.

In the event suit is brought upon this bond, the surety shall pay reasonable attorneys' fees and costs incurred by the prevailing parties in such suit, which fees and costs shall be in addition to the face amount of the bond.

IN WITNESS WHEREOF, the undersigned represent and warrant that they have the right, power, legal capacity, and authority to enter into and execute this document on behalf of the Principal and the Surety, and have caused this document to be executed by setting hereto their names, titles, and signatures.

Principal: _____	Surety: _____
(Name of Firm)	(Name of Firm)
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____
	Address for Notices to Surety:
	_____
	_____

NOTE: NOTARY ACKNOWLEDGMENT FOR SURETY MUST BE ATTACHED.

EXHIBIT B
BID FORM ***(Page 3 of 11)***

COMPENSATION SUMMARY

Monthly Cost for First Two Years	
Annual Cost for years 1 & 2	

Total of costs itemized on the Pricing Proposal Form

I have read the information in this Request For Proposal. I (we) am: (1) personally acquainted with the premises of golf course; (2) acquainted with the scope of work to be performed thereon as outlined in the Maintenance Specifications; and (3) familiar with the terms and conditions contained in the Request for Proposal, including all exhibits and addendums, (4) are agreeable to the format and contents of the proposed sample agreement, and (5) meet all qualifications for submitting a proposal.

The undersigned hereby respectfully submits this proposal, including all required documents and statements. The Proposer and Signator(s) represent that the Signator(s) hold the position(s) set forth below their signature(s) and that the Signator(s) are authorized to execute this bid.

_____

Signature Date

_____

Name Title

_____

Company

_____

E-Mail Address _____

EXHIBIT B
BID FORM *(Page 4 of 11)*

PRICING PROPOSAL FORM
(Cost Worksheet)

The purpose of this form is to assist the City in evaluating the proposals received by understanding the cost components considered and factored into the Contractor's proposal. In the event of a contract award, the City will pay the lump sum total fees quoted. Any variation in the actual costs and experienced by the successful Contractor will be the sole responsibility of the Contractor and will not be grounds for a price adjustment to the City during the first 24 months of the contract.

Monthly Costs:	**Work Hours**	**Dollars**
Labor		
Class A Superintendents		
Asst. Superintendents/Lead Persons		
Groundskeepers		
Building maintenance staff		
Fringe benefits		
Insurance		
Bonds		
Corporate Administrative Fees		
Materials and Supplies		
Uniforms		
Plants & Sod		
Fertilizers		
Chemicals		
Equipment costs		
Services		
Tree trimming		
Animal & Rodent Control		
Refuse Disposal		
Pump Station Preventative Maintenance		
Quarterly HVAC Preventative Maintenance		
Sewer Lift Station & Grease Trap Interceptor		
Preventative Maintenance		
Capital Improvements		
Initial Start-up Costs (if applicable)		
Overhead and Profit		
Other Costs: (Please specify below)		
Total Monthly Fee		

It is understood that Contractor will be liable for contributing $50,000 per year payable to the City in a small capital reserve fund for work as described in *Section D. Financial Conditions, 1.3* of the bid documents. Further that all contract implementation (start-up) costs, including but not limited to: equipment, supplies, insurance, bonds, etc., are included in calculating the above costs.

Submitted by: _____ Date: _____
Signature: _____ Title: _____

EXHIBIT B
BID FORM *(Page 5 of 11)*

CONTRACTOR'S BUSINESS STATEMENT

Date: _____

1. NAME AND MAILING ADDRESS:

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ E-mail: _____

Federal Tax ID _____

Contact Person: _____

2. PLEASE LIST THE GOLF COURSE MAINTENANCE SERVICES NORMALLY PERFORMED BY YOUR OWN LABOR FORCES:

_____

_____

3. STRUCTURE OF COMPANY (PLEASE CHECK ONE AND ANSWER QUESTIONS ACCORDINGLY):

CORPORATION: _____ INDIVIDUAL: _____ PARTNERSHIP: _____

Date of Incorporation: _____ State of Incorporation: _____

President's Name: _____

If other than a Corporation or Partnership, describe organization and name principals:

_____

_____

4. HOW MANY YEARS HAS YOUR ORGANIZATION BEEN IN BUSINESS AS A CONTRACTOR OR SUPPLIER?

Years _____

EXHIBIT B
BID FORM *(Page 6 of 11)*

5. HOW MANY YEARS HAS YOUR ORGANIZATION BEEN IN BUSINESS UNDER ITS PRESENT BUSINESS NAME?

Years _____

6. UNDER WHAT OTHER OR FORMER NAMES HAS YOUR ORGANIZATION OPERATED?

Name(s) _____

Year(s) _____

7. PRIMARY BANK REFERENCE:

Name: _____

Address: _____

Phone No.: _____ Contact: _____

Dun and Bradstreet # _____

8. BONDING COMPANY INFORMATION:

Name: _____

Address: _____

Agent: _____ Phone: _____

Total Bonding Capacity: _____

9. AVERAGE OF LAST 5 FISCAL YEARS BILLINGS: _____

10. INSURANCE INFORMATION

Please provide certificates evidencing all general, auto and umbrella liability and Workers' Compensation insurance to fulfill complete Insurance requirements as set forth in the Request for Proposal.

Name, Telephone Number of Agent:

_____

EXHIBIT B
BID FORM *(Page 7 of 11)*

11. IS YOUR FIRM SIGNATORY TO ANY LABOR UNIONS OR NATIONAL MAINTENANCE AGREEMENTS? Yes _____ No _____

If "yes", what trades or bargaining units? _____

_____

12. LIST FIVE MAJOR CLIENTS FOR WHICH YOUR ORGANIZATION HAS PROVIDED SERVICES SIMILAR TO THOSE REQUESTED BY THE CITY OF CONCORD DURING THE PAST THREE YEARS:

Owner: _____ Location: _____

Contact Name: _____ Phone: _____

Annual Dollar Value: _____ Years of Service: _____

Work Your Firm Performed: _____

_____

Owner: _____ Location: _____

Contact Name: _____ Phone: _____

Annual Dollar Value: _____ Years of Service: _____

Work Your Firm Performed: _____

_____

Owner: _____ Location: _____

Contact Name: _____ Phone: _____

Annual Dollar Value: _____ Years of Service: _____

Work Your Firm Performed: _____

_____

Owner: _____ Location: _____

Contact Name: _____ Phone: _____

EXHIBIT B
BID FORM ***(Page 8 of 11)***

Annual Dollar Value: _____ Years of Service: _____

Work Your Firm Performed: _____

_____

Owner: _____ Location: _____

Contact Name: _____ Phone: _____

Annual Dollar Value: _____ Years of Service: _____

Work Your Firm Performed: _____

_____

13. ATTACH COPIES OF YOUR 2013 & 2014 AUDITED FINANCIAL STATEMENTS.

14. SAFETY AND HEALTH PROGRAMS:

Do you have a documented safety program? Yes _____ No _____

Do you have a documented hazard communication program? Yes _____ No _____

Field Supervisors	Yes _____	No _____	Frequency _____
Employees	Yes _____	No _____	Frequency _____
New Hires	Yes _____	No _____	Frequency _____

Inspections: Do you conduct regular and frequent documented safety inspections:

Yes _____ No _____ Frequency _____

Attach a copy of the company safety policy and program.

Provide a copy of your Company's OSHA Form No. 200 for the past three years. If you do not complete OSHA 200 forms, provide your company's injury experience for the past three years and an explanation of why you do not use OSHA Form 200.

EXHIBIT B
BID FORM *(Page 9 of 11)*

Safety Staff

List the highest ranking safety professional in your organization and the percentage of his/her time devoted to safety.

Name: _____ % of Time: _____

Title: _____

Contractors Business Statement Prepared By:

Name: _____ Title: _____

Company: _____

Date: _____

EXHIBIT B
BID FORM ***(Page 10 of 11)***

CITY OF CONCORD

AUTHORIZATION TO RELEASE INFORMATION

I hereby authorize the release of all financial and credit information and/or verification of employment to the City of Concord as said items relate to my interest in securing an agreement with the City. This form may be reproduced or photocopies to be utilized as my consent to release financial and credit information or equipment verification.

_____
Print Name Here

_____
Signed

_____
Date

_____
Financial Institution

Applicable Account(s)
(number and type)

_____

_____

_____

_____
Financial Institution

Applicable Account(s)
(number and type)

_____

_____

_____

EXHIBIT B
BID FORM *(Page 11 of 11)*

AFFIDAVIT TO ACCOMPANY PROPOSALS

State of California }
}
County of Contra Costa }

_____, being first duly sworn,

deposes and states that he/she is _____
("sole owner", "partner", "president", "secretary" or other proper title)

of_____
(Company)

who submits herewith to City of Concord the attached proposal;

Affiant deposes and states: that the proposal is genuine; that the same is not sham or collusive; that all statements of fact therein are true; that such proposal was not made in the interest or on behalf of any person, partnership, company, association, organization not therein named or disclosed.

Affiant deposes and states: that the proposer has not directly or indirectly by agreement, communication or conference with anyone, attempted to induce action prejudicial to the interest of the City of Concord or of any other proposer, or anyone else interested in the proposed agreement; that the proposer has not in any manner sought by collusion to secure to himself, itself or themselves, an advantage over any other proposer.

Affiant further deposes and states:

(a) That none of our employees are employees of the City of Concord or employees of public agencies for which the City Council is the governing body;
(b) That no City employee, or employees of public agencies for which the City Council is the governing body serve as officers, principals, partners or major shareholders of the proposer;
(c) That we are not former City employees who have been employed by the City of Concord in the twelve months immediately preceding the date of this affidavit in position of substantial responsibility in the area of service to be provided by the proposed agreement and that no such employees have taken part in the development of said proposed agreement or its service specifications.

I understand and agree that any falsification in this affidavit will be grounds for rejection of this proposal or cancellation of any agreement award pursuant to this proposal.

I certify under penalty of perjury under the laws of the State of California that the foregoing is correct and true.

Signed:

_____
Signature

_____
Title

_____
Dated

WARNING
PROPOSALS WILL NOT BE CONSIDERED UNLESS THE AFFIDAVIT HEREON IS FULLY EXECUTED INCLUDING THE CERTIFICATE OF THE NOTARY AND THE NOTARY'S SEAL

EXHIBIT B1
EXCEPTIONS TO SPECIFICATIONS/REQUIREMENTS

☐ **PLEASE CHECK THIS BOX IF YOU HAVE NO EXCEPTIONS TO OUR REQUIREMENTS**

List below requests for clarifications, exceptions and amendments, if any, to the RFP and its exhibits, and submit with your Bid response.

The City is under no obligation to accept any exceptions and such exceptions may be a basis for Bid disqualification.

Item No.	Reference To:		Description
	Page No.	Paragraph No.	

Bidder Name	Bidder Signature	Date

EXHIBIT B2

Form **W-9**
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number
☐☐ - ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

Cat. No. 10231X Form **W-9** (Rev. 12-2011)

EXHIBIT B3

(Page 1 of 1)

Debarment and Suspension Certification*

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal department or agency;
- has not been suspended, debarred, voluntarily excluded or declared ineligible by any Federal agency within the past 3 years;
- does not presently have a proposed debarment pending; and
- has not been indicted or convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years;

If there are any exceptions to this certification, insert the exceptions in the following space.

_____

_____

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Note: The above certification is part of the Bid. Signing the bid on the signature portion thereof shall also constitute signature of this Certification. Providing false information may result in criminal prosecution or administrative sanctions.

_____

Name of Firm

_____

Name and Title of Authorized Representative

_____ _____

Signature of Bidder or Authorized Representative Date

**Fullfills requirements of Title 49, CFR, Part 29 (applicable to all subcontracts, purchase orders, and other lower tier transactions of $25,000 or more)*[1]

[1] Reference: Local Assistance Procedures Manual (DLA-OB 13-06, Exhibit 12-G Required Federal-aid Contract Language, Page 15 Of 22, August 12, 2013)

APPENDIX 1A (Page 1 of 2)

SAMPLE PURCHASE ORDER (PO) TERMS AND CONDITIONS

(ThisT&C page and any referenced document can be found on the Purchasing website at http://www.cityofconcord.org/pdf/business/purchasing/po_terms.pdf or upon request.)
(This document and all referenced documents are incorporated by reference as though fully restated herein.)

1. Invoice each Purchase Order separately. Items on this Purchase Order must not be billed with those on other Purchase Orders.

2. All Shipments are F.O.B. Delivered unless otherwise specified. When freight is authorized to be prepaid and added to invoice, a copy of the receipted freight bill must accompany invoice. (FOB destination shall mean that the Vendor pays all shipping costs, and title shall transfer to the City only upon receipt and acceptance by an authorized representative of the City of Concord.)

3. Substitutions, Changes, and Prices other than specified must be authorized in writing by the Purchasing Agent.

4. Acceptance of this Purchase Order implies the acceptance of all items and conditions contained herein, and all specifications, drawings, and additional items and conditions referred to herein and/or attached hereto. Read them carefully. No substitutions or changes will be effective without written approval of City.

5. Contract. The contract may be in a form of a purchase order, a separate agreement, or both. Final contract terms and conditions may be negotiated with the selected Contractor, and will include but are not limited to all of the terms and conditions herein and any referenced attachments. Such contract,, when accepted by the Contractor either in writing or shipment of all or any portion of the material or the commencement of performance of any portion of the work covered hereunder, will constitute the entire contract between Contractor and City concerning its subject matter; and neither any contrary or additional conditions specified by Contractor nor any subsequent amendment or supplement shall have any effect without City's written approval.

6. Warranty and Quality Inspection. Contractor warrants that all articles, materials and work furnished shall be good quality and free from defects, shall conform to drawings and/or specifications and shall be merchantable quality and fit for the purpose for which purchased, and shall be at all times subject to City's inspection; but neither City's inspection nor failure to inspect shall relieve Contractor of any obligation hereunder. If, in City's opinion, any article material, work fails to conform to specifications or is otherwise defective, Contractor shall promptly replace same at Contractor's expense. No acceptance or payment by City shall constitute a waiver of the forgoing, and nothing herein shall exclude or limit any warranties implied by law.

7. Title. Contractor warrants that any article, material or work is free and clear of all liens and encumbrances whatsoever, and that Contractor has a good and marketable title to same, and Contractor agrees to hold City free and harmless of any patent, copyright or trademark resulting from or arising in connection with the manufacture, sale, or other normal disposition of any article or material furnished hereunder.

8. Infringement. Contractor shall indemnify and defend City against all claims, suits, liability and expense on account of alleged infringement of any patent, copyright or trademark resulting from or arising in connection with the manufacture, sale normal use or other normal disposition of any article or material furnished hereunder.

9. Invoice Discount. Contractor shall state its payment and discount terms on invoices. Discount period shall begin from date City received invoices or merchandise whichever arrives last. Delay caused by correction of errors and omissions shall extend the discount period and shall be just cause for withholding settlement without loss of cash discount by City.

10. Compensation. Contractor agrees to receive and accept the prices shown as full compensation for furnishing all materials and for all work contemplated and embraced in this order; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of all elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of work until its acceptance by City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance or work and for well and faithful completing the work, and the whole thereof, in the manner according to the requirements of the City's inspection.

11. Indemnification. Contractor agrees to defend, indemnify and hold harmless the City, its officers, officials, employees, agents and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability (including all attorney's fees and other litigation expenses) arising out of the Contractor's performance under the terms of this Purchase Order, including but not limited to Prevailing Wage Policies. This indemnification obligation on Contractor's part shall not apply to demands, actions, losses, damages, injuries, and liability arising out of sole or active negligence or willful misconduct on the part of City.

12. Laws to be Observed. All activities regarding this order shall be governed by the laws of the State of California. Any action to enforce this agreement shall be brought in a state court in the County of Contra Costa, California. Contractor shall keep fully informed of and shall comply with all existing and future State and Federal laws and all municipal ordinances and regulations of the City of Concord which in any manner affect those engaged, or employed in the work, or the materials, used in the work, or which in any way affect the conduct of the work and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. In accordance with SB854, Contractors must register and meet requirements using the new Department of Industrial Relations online application before bidding on public works contracts in California.

13. Contractor's Licensing Laws. Attention is directed to the provisions of the California Business and Professions Code concerning the licensing of Contractors. All bidders and Contractors shall be licensed in accordance with the laws of the State of California and any bidder or Contractor not so licensed is subject to the penalties imposed by such laws.

14. Permits and Licenses. Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work.

APPENDIX 1A (Page 2 of 2)
SAMPLE PURCHASE ORDER (PO) TERMS AND CONDITIONS

15. Labor Compliance Requirements (Prevailing Wage, SB854 Etc). Contractor/Vendor must comply with all labor compliance requirements including but not limited to prevailing wage requirements, SB 854, Labor Code sections 1771.1(a) & 1725.5, Public Works Contractor Registration Program, Electronic Certified Payroll Records to Labor Commissioner, and other requirements described on the direct links provided in the document '*Labor Compliance Requirements (Prevailing Wages, SB 854 Etc.*', posted on the City Purchasing's website.

16. Excuses for Non-Performance. Either party shall be absolved from its obligations under this contract when and to the extent that performance is delayed or prevented (and in the City of Concord's case when and to the extent that its need for the articles, materials or work to be supplied hereunder is reduced or eliminated) by reason of acts of God, fire explosion, war riots, strikes, labor disputes, or governmental laws, orders or regulations.

17. Default. If Contractor or Subcontractor shall breach any provision hereof or shall become insolvent, enter voluntary or involuntary bankruptcy or receivership proceedings or make an assignment to the benefit of creditors, City of Concord shall have the right (without limiting any other rights or remedies which it may have hereunder or by operation of law) to terminate this contract by written notice to Contractor whereupon City of Concord shall be relieved or all further obligation hereunder except the obligation to pay the reasonable value of Contractor's prior performance (at not exceeding the contract rate), and Contractor shall be liable to City of Concord for all costs incurred by City of Concord in completing or procuring the completion of performance in excess of the contract price herein specified. The City of Concord's right to require strict performance of any obligation hereunder shall not be affected by any previous waiver, forbearance of course of dealing. Time is of the essence hereof.

18. Taxes. Unless otherwise provided herein or required by law, Contractor assumes exclusive liability for, and shall pay before delinquency, all sales, use, excise and other taxes, charges or contributions of any kind now or hereafter imposed on or with respect to, or measured by the articles sold or material or work furnished hereunder on the wages, salaries or other remunerations paid to persons employed in connection with the performance of this contract, and Contractor shall indemnify and hold harmless the City of Concord from any liability and expense by reason of Contractor's failure to pay such taxes or contributions.

19. Independent Contractor. Both parties understand and acknowledge that Contractor, its agents, employers and subcontractors are and shall at all times remain as to the City wholly independent contractors. Neither the City nor any of its officers or employees shall have any control over the manner by which the Contractor performs this Agreement and shall only dictate the results of the performance. Contractor shall not represent that Contractor or its agents, employees or subcontractors are agents or employees of the City, and Contractor shall have no authority, express or implied, to act on behalf of the City in any capacity whatsoever as an agent, and shall have no authority, express or implied, to bind the City to any obligation whatsoever, unless otherwise provided in this Agreement.

As an independent contractor, Contractor shall not be eligible for any benefits, which the City may provide to its employees and all persons, if any, hired by Contractor shall be employees or subcontractors of Contractor and shall not be construed as employees or agents of the City in any respect. Contractor shall receive no premium or enhanced pay for work normally understood as overtime, i.e., hours that exceed forty (40) hours per work week, or work performed during non-standard business hours, such as in the evenings or on weekends. Contractor shall not receive a premium or enhanced pay for work performed on a recognized holiday. Contractor shall not receive paid time off for days not worked, whether it be in the form of sick leave, administrative leave, or for any other form of absence. Contractor shall pay all taxes, assessments and premiums under the federal Social Security Act, any applicable unemployment insurance contributions, Workers Compensation insurance premiums, sales taxes, use taxes, personal property taxes, or other taxes or assessments now or hereafter in effect and payable by reason of or in connection with the work to be performed by Contractor.

20. Safety. All equipment and materials shall comply with all Federal, State, and local safety rules and regulations including OSHA.

21. Assignment. City is entering into this agreement in consideration of the rendition of the work required herein by Contractor. Contractor shall not assign any of the duties, responsibilities, or obligations of this agreement to any other firm, company, entity, or individual, except with the express written consent of City. Nothing set in this paragraph shall preclude Contractor from assigning any of the money due and owing to it from City.

22. Insurance. Contractor shall, at its own expense, procure and maintain in full force at all times the City's Insurance Requirements during the term of the PO and/or any applicable contract/agreement. (Please refer to the '*Insurance Requirements*' document posted on the City's Purchasing website.)

23. Reservation of Rights. The City reserves the right to reject any or all quotes/bids, to waive any informalities, or to terminate the solicitation process at any time, if deemed by the City to be in the best interest of the City.

24. Equal Opportunity. Please refer to the '*Equal Opportunity Clause of Executive Order 11246*' document posted on the City's Purchasing website at http://www.cityofconcord.org/pdf/business/purchasing/ee.pdf.

25. Debarment/Suspension Policy. Contractors/vendors and subcontractors must not be debarred, suspended or otherwise excluded by the United States Government in compliance with the requirements of 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35, Executive Order 12549, and Public Contract Code (PCC) Section 6109. (The City will verify bidder, its principal and their named subcontractors are not on the Federal debarred, suspended or otherwise excluded list of vendors located at www.sam.gov .) Contract and/or Purchase Order will be terminated upon verification that vendor is on the excluded list of vendors. Please also refer to the *Debarment and Suspension Certification* document, posted on the City's Purchasing website.

APPENDIX 1B (Page 1 of 13)
SAMPLE MAINTENANCE SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is entered into on between the City of Concord, a California municipal corporation ("CITY") and [Contractor Company Name], a [Contractor Corporate Status], [Contractor Street Address], [Contractor City] [Contractor State] [Contractor Zip] ("CONTRACTOR").

THE PARTIES ENTER THIS AGREEMENT based upon the following facts, understandings and intentions:

The CITY desires to contract with CONTRACTOR to provide the services described in Section 2 of this Agreement, upon the terms and conditions hereinafter set forth.

(OPTIONAL) On _____, 20___ pursuant to _____, the City Council granted authority for the City Manager to enter into this Agreement with CONTRACTOR.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and promises of the parties herein contained, the parties hereto agree as follows:

1. TERM. This Agreement shall commence on _____, 20__ and expire on _____, 20__.

(OPTIONAL) **A. Extension of Term.** Upon mutual written agreement by the parties, the term of this Agreement may be extended for _____ additional period(s) of _____ year(s) (each) commencing upon the expiration of the then current term, subject to the same terms and conditions of this Agreement. Either CITY or CONTRACTOR shall give written notice of its request for extension to the other party's authorized representative, as identified in Section 4 below, at least thirty (30) days prior to expiration of the then-current term. The extension(s) shall be subject to CITY's approval, including based on review of CONTRACTOR's performance under this Agreement. Any extension must be pursuant to a duly executed Amendment to this Agreement.

2. SCOPE OF SERVICES. Subject to such policy direction and approvals provided by the CITY's authorized representative, CONTRACTOR shall perform the services described in detail in Exhibit A, "Scope of Services." CITY retains all rights of approval and discretion with respect to the projects and undertakings contemplated by this Agreement.

3. PAYMENT.

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SAMPLE MAINTENANCE SERVICES AGREEMENT

A. Compensation. The compensation to be paid to CONTRACTOR including payment for services and reimbursable expenses, shall be at the rate and schedules described in detail in Exhibit A. However, shall in no event shall the amount CITY pays CONTRACTOR exceed _____ dollars ($). Any increase to this compensation amount must be mutually agreed to in writing pursuant to Section 5 below, and may require City Council approval.

CONTRACTOR may submit monthly statements for services rendered; all statements shall include adequate documentation demonstrating work performed during the billing period. It is intended that CITY review such statement and pay CONTRACTOR for services rendered within 30 days of receipt of a statement that meets all requirements of this Agreement. Payment by CITY shall not be deemed a waiver of unsatisfactory work, even if such defects were known to the CITY at the time of payment.

(OPTIONAL) Where the CITY is not the final authority over the work product (or applicable portion thereof), the CITY reserves the right to withhold 10% of the compensation amount under this Agreement, until such time as: (i) the final authority or agency provides comments regarding the work product (or applicable portion thereof), and these are satisfactorily incorporated into the work product (or applicable portion thereof); OR (ii) approval is granted for the work product (or applicable portion thereof) by the final approving authority/agency.

[NOTE: Certain maintenance services are subject to payment of prevailing wages. Please contact the City Attorney's Office to confirm whether the scope of work for your contract triggers prevailing wages.]

B. Prevailing Wages. The services to be provided hereunder are subject to prevailing wage rate payment as set forth in California Labor Code Section 1771. Accordingly, CONTRACTOR shall comply with all California Labor Code requirements pertaining to "public works," including the payment of prevailing wages in connection with the services to be provided hereunder (collectively, "Prevailing Wage Policies"). CONTRACTOR shall submit, upon request by the CITY, certified copies of payroll records to CITY and shall maintain and make such records available to CITY for inspection and copying during regular business hours at a location within the City of Concord.

CONTRACTOR shall defend, indemnify and hold harmless CITY and its officers, officials, employees, volunteers, agents and representatives (collectively, "Indemnitees") from and against any and all

present and future liabilities, obligations, orders, claims, damages, fines, penalties and expenses (including attorneys' fees and costs) (collectively, "Claims"), arising out of or in any way connected with CONTRACTOR's obligation to comply with all laws with respect to the work of Improvements or Prevailing Wage Policies, including all Claims that may be made by contractors, subcontractors or other third party claimants pursuant to Labor Code sections 1726 and 1781, as amended and added by Senate Bill 966.

CONTRACTOR hereby waives, releases and discharges forever the Indemnitees from any and all present and future Claims arising out of or in any way connected with CONTRACTOR's obligation to comply with all laws with respect to the work of Improvements and Prevailing Wage Policies. CONTRACTOR is aware of and familiar with the provisions of California Civil Code Section 1542 which provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his settlement with the debtor."

As such relates to this Section 3.B, CONTRACTOR hereby waives and relinquishes all rights and benefits which it may have under California Civil Code Section 1542. The obligations of CONTRACTOR under this Section 3.B shall survive the termination of this Agreement.

4. AUTHORIZED REPRESENTATIVES. Authorized representatives shall represent CITY and CONTRACTOR in all matters pertaining to the services to be ordered by CITY or rendered by CONTRACTOR under this Agreement except where approval for the CITY is specifically required by the CITY Council. The CITY's authorized representative is [City Authorized Rep's Name], [City Authorized Rep's Title] of the City Authorized Rep's Department. The CONTRACTOR's authorized representative is [Contractor Authorized Rep's Name], [Contractor Authorized Rep's Title]

5. AMENDMENT TO AGREEMENT. This Agreement may be amended or modified only by a writing duly executed by authorized representatives of both parties, and made and approved in compliance with the CITY's Municipal Code.

A. Amendment to Scope of Services. If CITY requests services other than as described in the Scope of Services, the amendment shall set forth the changes to the Scope of Services, any change in the performance time schedule, and any change in the compensation described in Section 3, above.

APPENDIX 1B (Page 4 of 13)
SAMPLE MAINTENANCE SERVICES AGREEMENT

B. Amendment for Additional Compensation. CITY's authorized representative is authorized to execute amendments to this Agreement on behalf of CITY, including amendments providing for additional compensation to CONTRACTOR not to exceed $50,000 (including the base contract amount) during any fiscal year. Any additional compensation to CONTRACTOR that results in more than $50,000 (including the base contract amount) for any fiscal year, must be approved by the City Council.

C. Waiver. CONTRACTOR's failure to secure CITY's written authorization for additional compensation or changes to the Scope of Services shall constitute a waiver of any and all right to adjustment in the price or time due, whether by way of compensation, restitution, quantum meruit, or similar relief.

6. INDEPENDENT CONTRACTOR. Both parties understand and acknowledge that CONTRACTOR, its agents, employees, consultants, subconsultants, experts, contractors, and subcontractors are and shall at all times remain as to the CITY wholly independent contractors. Neither the CITY nor any of its officers or employees shall have any control over the manner by which CONTRACTOR performs this Agreement and shall only dictate the results of the performance. CONTRACTOR shall not represent that CONTRACTOR or its agents, employees, consultants, subconsultants, experts, contractors, or subcontractors are agents or employees of the CITY, and CONTRACTOR shall have no authority, express or implied, to act on behalf of the CITY in any capacity whatsoever as an agent, and shall have no authority, express or implied, to bind the CITY to any obligation whatsoever, unless otherwise provided in this Agreement.

As an independent contractor, CONTRACTOR shall not be eligible for any benefits, which the CITY may provide to its employees and all persons, if any, hired by CONTRACTOR shall be employees or subcontractors of CONTRACTOR and shall not be construed as employees or agents of the CITY in any respect. CONTRACTOR shall receive no premium or enhanced pay for work normally understood as overtime, e.g., hours that exceed forty (40) hours per work week, or work performed during non-standard business hours, such as in the evenings or on weekends. CONTRACTOR shall not receive a premium or enhanced pay for work performed on a recognized holiday. CONTRACTOR shall not receive paid time off for days not worked, whether it be in the form of sick leave, administrative leave, or for any other form of absence. CONTRACTOR shall pay all taxes, assessments and premiums under the federal Social Security

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SAMPLE MAINTENANCE SERVICES AGREEMENT

Act, any applicable unemployment insurance contributions, Workers Compensation insurance premiums, sales taxes, use taxes, personal property taxes, or other taxes or assessments now or hereafter in effect and payable by reason of or in connection with the services to be performed by CONTRACTOR.

7. **STANDARD OF PERFORMANCE.** CONTRACTOR represents and warrants to CITY that CONTRACTOR is skilled and able to provide such services described in the Scope of Services and that such services shall be performed in an expeditious manner, and with the degree of skill and care that is required by current, good, and sound procedures and practices. CONTRACTOR further agrees that the services shall be in conformance with generally accepted professional standards prevailing at the time work is performed.

8. **PERFORMANCE BY CONTRACTOR.** CONTRACTOR shall not delegate its duties to, or employ, others (including consultants, subconsultants, experts, contractors, or subcontractors) without the prior written approval of the CITY. Notwithstanding the foregoing, CITY shall not be obligated or liable for payment hereunder to any party other than CONTRACTOR. CONTRACTOR hereby designates CONTRACTOR'S representative as the person primarily responsible for the day-to-day performance of CONTRACTOR'S work under this Agreement. CONTRACTOR shall not change CONTRACTOR'S representative without the prior written consent of the CITY. Unless otherwise expressly agreed by the CITY, CONTRACTOR'S representative shall remain responsible for the quality and timeliness of performance of the services, notwithstanding any permitted or approved delegation hereunder.

9. **OWNERSHIP AND MAINTENANCE OF DOCUMENTS.** "Work Materials" means any and all finished and unfinished plans, specifications, maps, estimates, manuscripts, drawings, descriptions, reports, other written, recorded, photographic, visual materials, documents, data, deliverables, and other work products prepared or furnished by or for CONTRACTOR pursuant to this Agreement. CONTRACTOR shall deliver copies of all Work Materials to CITY upon project completion or other termination of this Agreement (see Section 16 below). The CITY reserves the right to specify the file format that electronic Work Materials are presented to the CITY. CITY shall not have access to, control of, or actual or constructive possession of, the Work Materials prior to project completion or Agreement expiration or termination.

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SAMPLE MAINTENANCE SERVICES AGREEMENT

Work Materials are instruments of CONTRACTOR's services in respect to this project, and are not intended nor are represented to be suitable for reuse by others except CITY on extensions of this project or on any other project. Any reuse without specific written verification and adoption by CONTRACTOR for the specific purposes intended will be at user's sole risk and without liability or legal exposure and expenses to CONTRACTOR, including attorney's fees arising out of such unauthorized reuse. Notwithstanding the foregoing, basic survey notes and sketches, charts, computations, and other data prepared or obtained under this Agreement shall have no restriction or limitations on their use.

CONTRACTOR shall not disclose or discuss any Work Materials or other information gathered, discussed or generated in any way through this Agreement without the written permission of CITY, unless required by law.

10. INDEMNIFICATION. The following obligations are in addition to those imposed by applicable provisions of the Concord Municipal Code. CONTRACTOR agrees to and shall defend (with independent counsel approved by the CITY), indemnify and hold harmless the CITY, its officers, officials, employees, agents and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability (including all attorney's fees and other litigation expenses) arising out of or connected in any way with CONTRACTOR's performance, non-performance, breach, or default, or any subconsultant's, expert's, contractor's, or subcontractor's performance, non-performance, breach, or default, under the terms of this Agreement. This indemnification obligation on CONTRACTOR'S part shall not apply to demands, actions, losses, damages, injuries, and liability arising out of sole negligence or willful misconduct on the part of CITY. This Section 10 shall survive expiration or other termination of this Agreement.

11. INSURANCE. CONTRACTOR shall, at its own expense, procure and maintain in full force at all times during the term of this Agreement the following insurance:

A. Commercial General Liability Coverage. CONTRACTOR shall maintain

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SAMPLE MAINTENANCE SERVICES AGREEMENT

commercial general liability insurance with limits of no less than one million dollars ($1,000,000) combined single limit per occurrence or two million dollars ($2,000,000) aggregate limit for bodily injury, personal injury, and property damage.

B. **Automobile Liability Coverage.** CONTRACTOR shall maintain automobile liability insurance covering all vehicles used in the performance of this Agreement providing a one million dollar ($1,000,000) combined single limit per occurrence for bodily injury, personal injury, and property damage.

C. **Compliance with State Workers' Compensation Requirements.** CONTRACTOR covenants that it will insure itself against liability for Workers' Compensation pursuant to the provisions of California Labor Code §3700, et seq. CONTRACTOR shall, at all times, upon demand of the CITY, furnish proof that Workers' Compensation Insurance is being maintained by it in force and effect in accordance with the California Labor Code. The insurer shall also agree to waive all rights of subrogation against the CITY, its officers, officials, employees and volunteers for losses arising from work performed by CONTRACTOR for CITY. This provision shall not apply upon written verification by CONTRACTOR that CONTRACTOR has no employees.

D. **Other Insurance Provisions.** The policies are to contain, or be endorsed to contain the following provisions:

(1) **Additional Insured.** CITY, its officers, agents, employees, and volunteers are to be covered as an additional insured as respects: Liability arising out of activities performed by or on behalf of CONTRACTOR and operations of CONTRACTOR, premises owned, occupied, or used by CONTRACTOR. The coverage shall contain no special limitations on the scope or protection afforded to CITY, its officers, officials, employees, or volunteers. Except for worker's compensation insurance, the policies mentioned in this subsection shall name CITY as an additional insured and provide for notice of cancellation to CITY. CONTRACTOR shall also provide timely and prompt notice to CITY if CONTRACTOR receives any notice of cancellation or nonrenewal from its insurer.

(2) **Primary Coverage.** CONTRACTOR's insurance coverage shall be primary insurance with respect to CITY, its officers, officials, employees, and volunteers. Any insurance, risk pooling arrangement, or self-insurance maintained by CITY, its officers, officials, employees, or volunteers

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SAMPLE MAINTENANCE SERVICES AGREEMENT

shall be in excess of CONTRACTOR's insurance and shall not contribute with it.

(3) Reporting Provisions. Any failure to comply with the reporting provisions of the policy shall not affect the coverage provided to the CITY, its officers, officials, employees, or volunteers.

(4) Verification of Coverage. CONTRACTOR shall furnish CITY with certificates of insurance and the original endorsements effecting coverage required by this Agreement. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The aforementioned policies shall be issued by an insurance carrier having a rating of Best A-7 or better which is satisfactory to the City Attorney and shall be delivered to CITY at the time of the execution of this Agreement or before work commences. Such policies and certificates shall be in a form approved by the City Attorney. CITY reserves the right to require complete certified copies of all required insurance policies at any time.

12. TIME OF PERFORMANCE. The time of performance of the services under this Agreement is of the essence, and all time deadlines identified in this Agreement or Scope of Services shall be strictly construed.

13. SUSPENSION OF WORK. CITY may, at any time, by ten (10) days' written notice, suspend further performance by CONTRACTOR. All suspensions shall extend the time schedule for performance in a mutually satisfactory manner, and CONTRACTOR shall be paid for services performed and reimbursable expenses incurred prior to the suspension date. During the period of suspension, CONTRACTOR shall not receive any payment for services, or expenses, except for reasonable administration expenses, incurred by CONTRACTOR by reason of such suspension.

14. TERMINATION. CITY may terminate this Agreement for any reason upon ten (10) days written notice to the other party. CITY may terminate this Agreement upon five (5) days written notice if CONTRACTOR breaches this Agreement. In the event of any termination, CONTRACTOR shall promptly deliver to the CITY any and all Work Materials prepared for the CITY prior to the effective date of such termination, all of which shall become CITY's sole property. After receipt of the Work Materials, CITY will pay CONTRACTOR for the services which the CITY determines were satisfactorily performed as of the effective date of the termination.

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SAMPLE MAINTENANCE SERVICES AGREEMENT

15. COMPLIANCE WITH CIVIL RIGHTS. During the performance of this contract, CONTRACTOR agrees as follows:

A. Equal Employment Opportunity. In connection with the execution of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. Such actions shall include, but not be limited to, the following: employment, promotion, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training including apprenticeship.

B. Nondiscrimination Civil Rights Act of 1964. CONTRACTOR will comply with all federal regulations relative to nondiscrimination in federally assisted programs.

C. Solicitations for Subcontractors including Procurement of Materials and Equipment. In all solicitation, either by competitive bidding or negotiations, made by CONTRACTOR for work to be performed under a subcontract including procurement of materials or leases of equipment, each potential subcontractor, supplier or lessor shall be notified by CONTRACTOR of CONTRACTOR'S obligation under this Agreement and the regulations relative to nondiscrimination on the grounds of race, religion, color, sex, or national origin.

16. CONFLICT OF INTEREST.

A. CONTRACTOR covenants and represents that neither it, nor any officer or principal of its firm, has, or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of CITY or which would in any way hinder CONTRACTOR's performance of services under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the CITY. CONTRACTOR agrees to at all times avoid conflicts of interest, or the appearance of any conflicts of interest, with the interests of the CITY in the performance of this Agreement.

B. CONTRACTOR is not a designated employee within the meaning of the Political Reform Act because CONTRACTOR:

(1) Will conduct research and arrive at conclusions with respect to its rendition of

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SAMPLE MAINTENANCE SERVICES AGREEMENT

information, advice, recommendation or counsel independent of the control and direction of the CITY or of any CITY official, other than normal contract monitoring; and

(2) Possesses no authority with respect to any CITY decision beyond the rendition of information, advice, recommendation or counsel. (2 Cal. Code Regs. § 18700(a)(2).)

17. COMPLIANCE WITH LAWS. CONTRACTOR shall comply with all applicable Federal, State of California, and local laws, rules, and regulations and shall obtain all applicable licenses, including a business license with the CITY, and permits for the conduct of its business and the performance of the services.

18. CHOICE OF LAW. This Agreement shall be construed and interpreted in accordance with the laws of the State of California, excluding any choice of law rules which may direct the application of the laws of another jurisdiction. In the event that suit shall be brought by either party hereunder, the parties agree that trial of such action shall be held exclusively in a state court in the County of Contra Costa, California.

19. NON-WAIVER. The waiver by either party of any breach of any term, covenant, or condition contained in this Agreement, or any default in their performance of any obligations under this Agreement shall not be deemed to be a waiver of any other breach or default of the same or any other term, covenant, condition, or obligation, nor shall any waiver of any incident of breach of default constitute a continuing waiver of same.

20. ENFORCEABILITY; INTERPRETATION. In the event that any of the provisions or portions of application of any of the provisions of this Agreement are held to be illegal or invalid by a court of competent jurisdiction, CITY and CONTRACTOR shall negotiate an equitable adjustment in the provisions of this Agreement with a view toward affecting the purpose of this Agreement. The illegality or invalidity of any of the provisions or portions of application of any of the provisions of this Agreement shall not affect the legality or enforceability of the remaining provisions or portions of application of any of the provisions of this Agreement. This Agreement shall be interpreted as though it was a product of a joint drafting effort and no provisions shall be interpreted against a party on the ground that said party was solely or primarily responsible for drafting the language to be interpreted. The words "include" and "including"

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SAMPLE MAINTENANCE SERVICES AGREEMENT

shall be interpreted as though followed by the words "without limitation."

21. INTEGRATION. The recitals and any exhibits attached to this Agreement are incorporated by reference as though fully restated herein. This Agreement contains the entire agreement and understanding between the parties as to the subject matter of this Agreement. It merges and supersedes all prior or contemporaneous agreements, commitments, representation, writings, and discussions between CONTRACTOR and CITY, whether oral or written. In the event of any conflict or other inconsistency between the provisions of this Agreement (disregarding any exhibits) on the one hand, and any exhibits hereto (including any Request for Bids, Request for Proposal, or similar documents, responses to the same, terms and conditions, sample agreements, sample purchase orders, or other attachments thereto) or any purchase order issued in connection with this Agreement, on the other hand, the provisions of this Agreement (disregarding any exhibits) shall control.

22. SUCCESSORS AND ASSIGNS; NO THIRD PARTY BENEFICIARIES; NO JOINT VENTURE. CITY and CONTRACTOR respectively, bind themselves, their successors, assigns, and legal representatives to the terms and obligations of this Agreement. CONTRACTOR shall not assign or transfer any interest in this Agreement without the CITY's prior written consent, which consent shall be in the CITY's sole discretion. Any attempted assignment or transfer in breach of this provision shall be void. This Agreement is not intended and shall not be construed to create any third party benefit. This Agreement is not intended and shall not be construed to create a joint venture or partnership between the parties. CONTRACTOR, its officers, employees and agents shall not have any power to bind or commit the CITY to any decision.

23. FINANCIAL RECORDS. Records of CONTRACTOR's direct labor costs, payroll costs, and reimbursable expenses pertaining to this project covered by this Agreement will be kept on a generally recognized accounting basis and made available to CITY if and when required.

24. NOTICES. All notices required hereunder shall be in writing and mailed postage prepaid by certified or registered first class United States mail, postage prepaid, return receipt requested, or by personal delivery to the CITY's address as shown below, or such other places as CITY or CONTRACTOR may, from time to time, respectively, designate in a written notice given to the other. Notices shall be deemed

APPENDIX 1B (Page 12 of 13)
SAMPLE MAINTENANCE SERVICES AGREEMENT

effectively served upon deposit in the United States Mail, or upon personal delivery.

To CITY: **{Auto-Filled}, {Auto-Filled}**
{Auto-Filled}
City of Concord
1950 Parkside Drive
Concord, CA 94519-2578
Telephone: (925) -

To CONTRACTOR: **{Auto-Filled}, {Auto-Filled}**
{Auto-Filled}
{Auto-Filled}
{Auto-Filled} {Auto-Filled} {Auto-Filled}
Telephone: ( ) -

25. NON-LIABILITY. No member of the CITY and no other officer, official, employee or agent of the CITY shall be personally liable to CONTRACTOR or otherwise in the event of any default or breach of the CITY, or for any amount which may become due to CONTRACTOR or any successor in interest, or for any obligations directly or indirectly incurred under the terms of this Agreement.

26. EXECUTION; COUNTERPARTS. Each individual or entity executing this Agreement on behalf of CONTRACTOR represents and warrants that he or she or it is duly authorized to execute and deliver this Agreement on behalf of CONTRACTOR and that such execution is binding upon CONTRACTOR. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

[signatures follow on next page]

APPENDIX 1B (Page 13 of 13)
SAMPLE MAINTENANCE SERVICES AGREEMENT

IN WITNESS WHEREOF, the parties have executed this Agreement in one (1) or more copies as of the date and year first written above.

CONTRACTOR:

_____

a _____

By:_____
Name: {Auto-Filled}
Title: {Auto-Filled}
Address: {Auto-Filled}
{Auto-Filled} {Auto-Filled} {Auto-Filled}
Telephone: ( ) -

CITY:

City of Concord,

a California municipal corporation

By:_____
Name: Valerie J. Barone
Title City Manager
Address: 1950 Parkside Drive
Concord, CA 94519
Telephone: (925) 671-3150

APPROVED AS TO FORM:

_____
City Attorney

ATTEST:

_____
City Clerk

FINANCE DIRECTOR'S CERTIFICATION:

Concord, California

Date: _____, 20

I HEREBY CERTIFY THAT ADEQUATE FUNDS EXIST OR WILL BE RECEIVED DURING THE CURRENT FISCAL YEAR TO PAY THE ANTICIPATED EXPENSES TO BE INCURRED PURSUANT TO THIS CONTRACT.
THE SUM OF $_____. Account Code_____.

_____

Finance Director's Signature

APPENDIX 2 *(Page 1 of 1)*

Labor Compliance Requirements
(Prevailing Wage, SB 854 Etc.)

Contractor/Vendor must comply with applicable labor compliance requirements including but not limited to prevailing wage requirements, SB 854, Labor Code sections 1771.1(a) & 1725.5, Public Works Contractor Registration Program, Electronic Certified Payroll Records to Labor Commissioner, and other requirements described on the direct links provided below as applicable.

Prevailing Wage Requirements

Contractor acknowledges and agrees that the work will constitute construction, alteration, demolition, installation, or repair work done under contract and paid for in whole or in part out of public funds under Labor Code Section 1720 and is subject to prevailing wage rates; to the extent federally funded or assisted in excess of $2,000, the work is also subject to Davis Bacon and Related Acts (DBRA). Pursuant to Section 1773.2 of the Labor Code, Contractor is responsible for determining the correct prevailing wage rates for the project; provided, however, if federal projects require that the City identify applicable prevailing wage rates, the City will provide that information. The general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work for each craft, classification, or type of worker needed to execute the contract is available from the Director of Industrial Relations at http://www.dir.ca.gov/oprl/PWD/index.htm. Pursuant to Labor Code Section 1773.2, a copy of the prevailing rate of per diem wages to be paid by Contractor is also on file with the Purchasing Office of the City of Concord, 1950 Parkside Drive MS/07, Concord, California, 94519. Contractor shall post a copy of the determination of the Director of the prevailing rate of per diem wages at each job site and provide City with proof of posting.

Prevailing wages must be paid to all workers employed on a public works project when the public works project is over $1,000. Accordingly, Contractor shall comply with applicable prevailing wage policies as set forth in the City of Concord Municipal Code, if applicable, as well as all State Labor Code requirements pertaining to "public works," including the payment of prevailing wages in connection construction, alteration, demolition, installation, or repair work components of the work, and the DBRA (collectively, "Prevailing Wage Policies"). Contractor shall submit, upon request by the City, certified copies of payroll records to City and to maintain and make records available to City and its designees for inspection and copying to ensure compliance with Prevailing Wage Policies. For more details, please refer to the applicable statutes and regulations regarding the payment of prevailing wages and General Prevailing Wage Determination(s) including the footnotes. Such information is available on the Department of Industrial Relations' website at http://www.dir.ca.gov/. Frequently asked questions can be found on the following link at http://www.dir.ca.gov/OPRL/FAQ_PrevailingWage.html.

SB 854 – Important Information for Contractors

SB 854 (Stat. 2014, chapter 28) made several changes to the laws governing how the Department of Industrial Relations (DIR) monitors compliance with prevailing wage requirements on public works projects as follows:

- No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
- This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- The prime contractor must post job site notices prescribed by regulation. (*See* 8 Calif. Code Reg. §16451(d) for the notice that previously was required for projects monitored by the CMU (Compliance Monitoring Unit.)

Additionally, all contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement). The phase-in timetable for this requirement can be found on the following link at http://www.dir.ca.gov/Public-Works/SB854.html *(also for all SB854 related information).*

These new requirements will apply to all public works that are subject to the prevailing wage requirements of the Labor Code, without regard to funding source.

Please refer to http://www.dir.ca.gov/ *for general requirements by DIR (Department of Industrial Relations in the State of California).*

For additional information about public works requirements, please visit the public works section at http://www.dir.ca.gov/Public-Works/PublicWorks.html.

ATTACHMENT 1

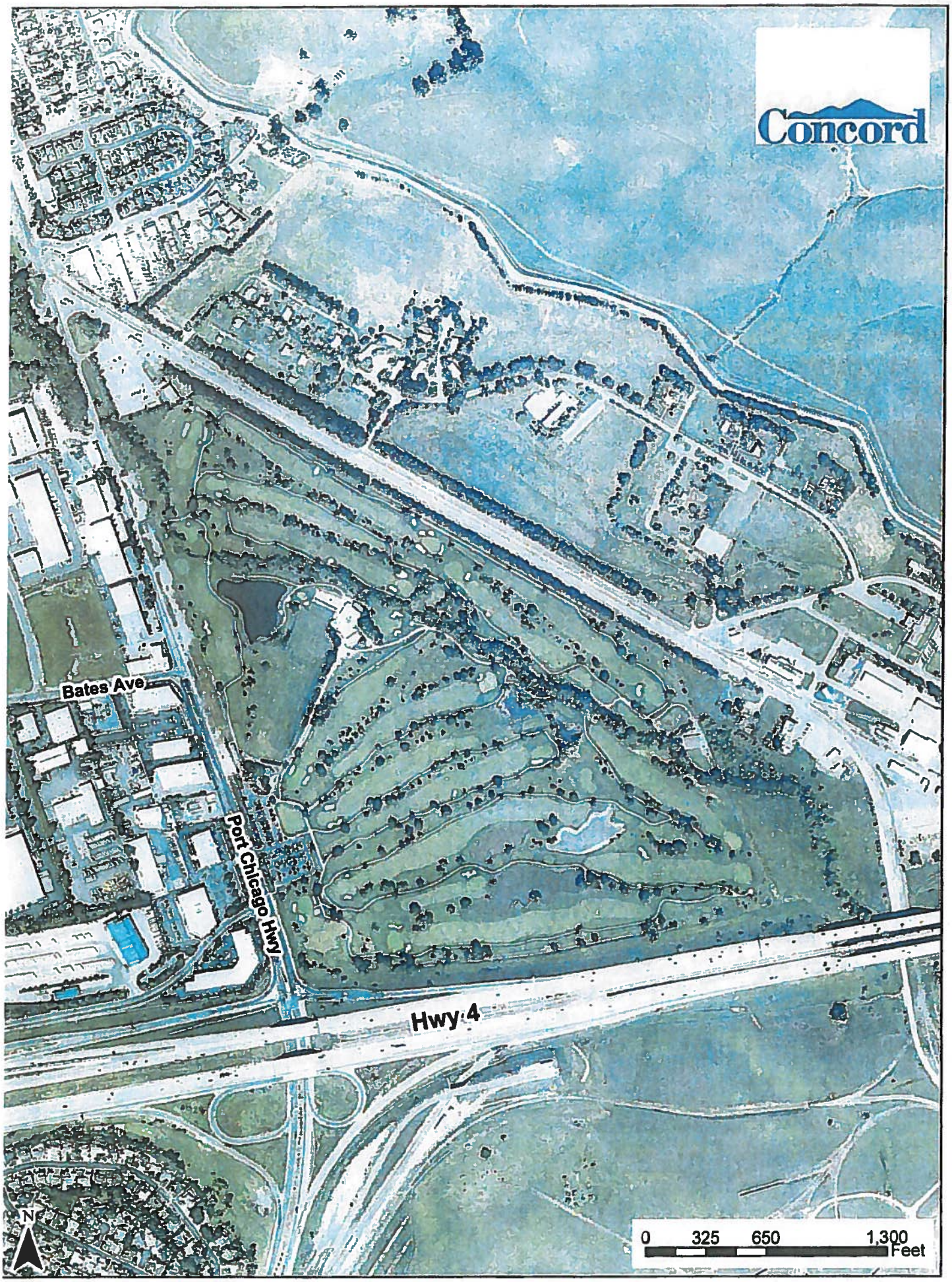
SITE PLAN

(5 pages to follow)

EXHIBIT A

SITE PLAN

(Includes regional maps, street map and scaled aerial photo)

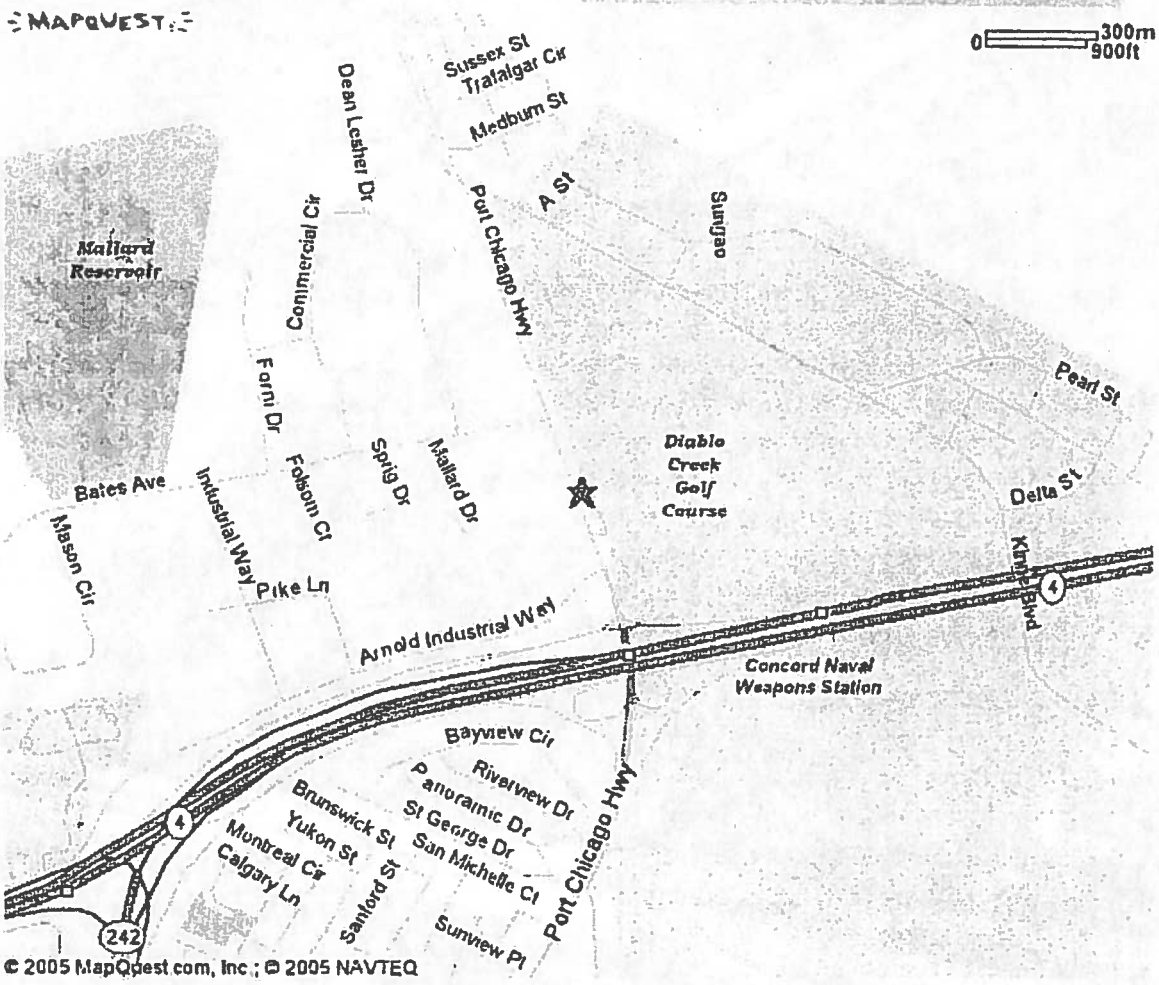

Concord
Bates Ave
Port Chicago Hwy
Hwy 4
N
0 325 650 1,300
Feet

MAPQUEST

Send To Printer Back to Map

4050 Port Chicago Hwy
Concord CA
94520-1121 US

Notes:



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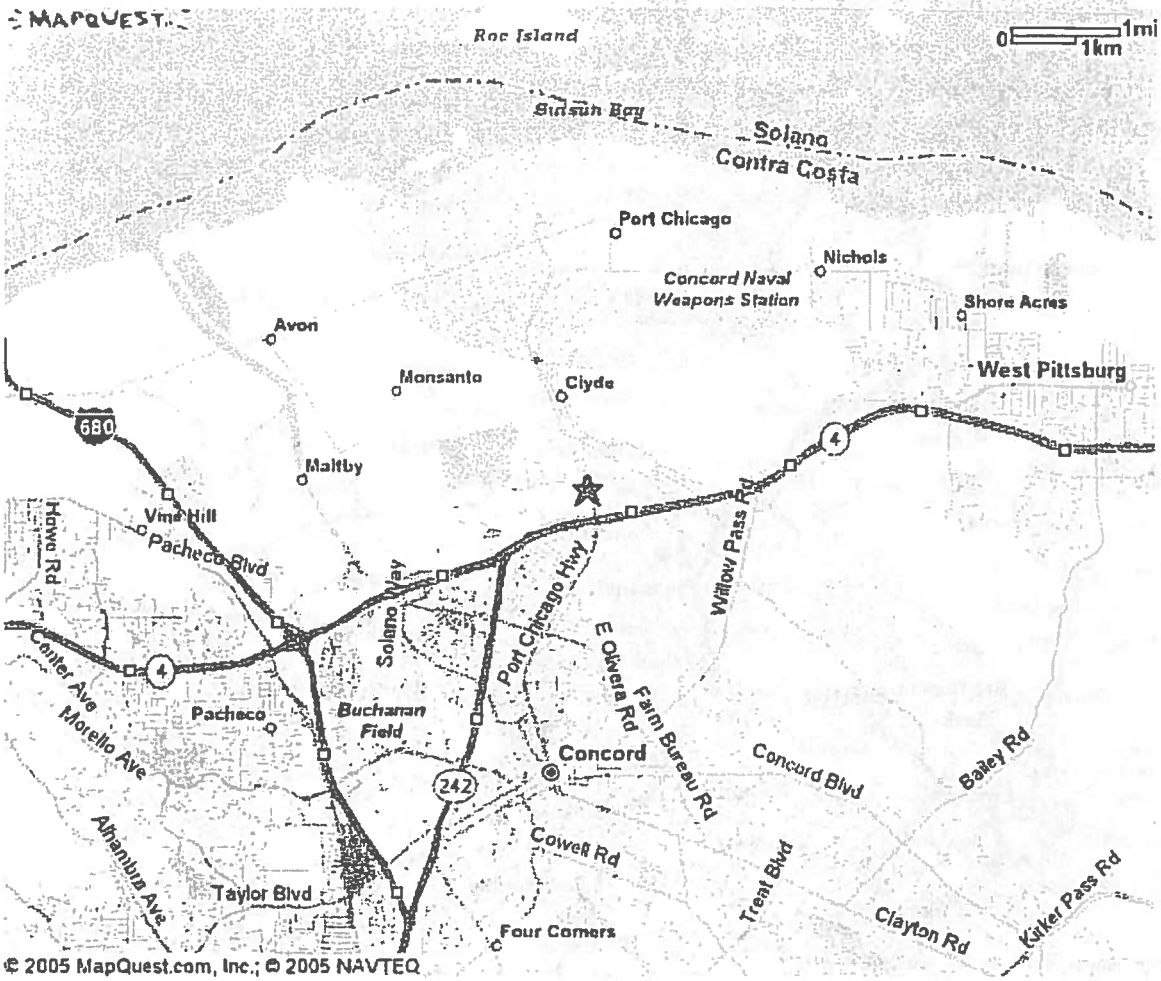
MAPQUEST

Send To Printer Back to Map

4050 Port Chicago Hwy
Concord CA
94520-1121 US

Notes:



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MAPQUEST

Send To Printer Back to Map

4050 Port Chicago Hwy
Concord CA
94520-1121 US

Notes:

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Exhibit B

REQUEST FOR PROPOSAL (RFP) #2329 — GOLF COURSE MAINTENANCE

DIABLO CREEK GOLF COURSE

• CITY OF CONCORD, CALIFORNIA •

SEPTEMBER 10, 2015

ValleyCrest
Golf Maintenance
Your Course To Success

ValleyCrest
Golf Maintenance

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b. Pricing Proposal Form
c. Contractor's Business Statements
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    ii. Safety Program
    iii. OSHA Forms
d. Non-Collusion Affidavit
e. Authorization to Release Information
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h. Exhibit B3 — Debarment and Suspension Certification

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b. Item 7 — General Business Statement
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e. Item 10 — Company Background
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TAB C—ADDITIONAL REQUIRED FORMS

a. Exhibit B Bid Form (Page 1 of 11) Company Information
b. Exhibit B Bid Form (Page 2 of 11) Bid Bond
c. Signed Addendum #1
d. Corporate Certificate of Resolution pursuant to Addendum #1
e. List of Subcontractors pursuant to Section IV. Instructions to Bidders

TAB D—ADDITIONAL DATA PURSUANT TO SECTION C, PARAGRAPH 2

a. VCGCM On-site Experience

ValleyCrest
Golf Maintenance

September 10, 2015

Office of the City Clerk
Wing A
1950 Parkside Drive
M/S 03
Concord, California 94519

RE: Request for Proposal (RFP) #2329
Golf Course Maintenance — Diablo Creek Golf Course

Statement of Performance:
ValleyCrest Golf Maintenance is pleased to provide this proposal for services to the City of Concord. We fully understand and will perform the services and adhere to the requirements described in this RFP including all addenda:

Name and Mailing Address:
ValleyCrest Golf Maintenance
24151 Ventura Boulevard
Calabasas, California 91302

Contact Person:
Greg Pieschala, President
818-737-3110 phone
818-225-2336 fax
gpieschala@valleycrest.com

Thank you for your consideration. We look forward to discussing our proposal with you.

Sincerely,

Gregory A. Pieschala
President

ValleyCrest
Golf Maintenance

TAB A — EXHIBIT B REQUIRED BID FORMS

a. Compensation Summary
b. Pricing Proposal Form
c. Contractor's Business Statements
    i. Certificate of Insurance
    ii. Safety Program
    iii. OSHA Forms
d. Non-Collusion Affidavit
e. Authorization to Release Information
f. Exhibit B1 — Exceptions to Specifications/Requirements
g. Exhibit B2 — W-9 Form
h. Exhibit B3 — Debarment and Suspension Certification

EXHIBIT B
BID FORM *(Page 3 of 11)*

COMPENSATION SUMMARY

Monthly Cost for First Two Years	$80,416.67 per Month
Annual Cost for years 1 & 2	$965,000.00 per Year

Total of costs itemized on the Pricing Proposal Form

I have read the information in this Request For Proposal. I (we) am: (1) personally acquainted with the premises of golf course; (2) acquainted with the scope of work to be performed thereon as outlined in the Maintenance Specifications; and (3) familiar with the terms and conditions contained in the Request for Proposal, including all exhibits and addendums, (4) are agreeable to the format and contents of the proposed sample agreement, and (5) meet all qualifications for submitting a proposal.

The undersigned hereby respectfully submits this proposal, including all required documents and statements. The Proposer and Signator(s) represent that the Signator(s) hold the position(s) set forth below their signature(s) and that the Signator(s) are authorized to execute this bid.

Signature: [signature] Date: 8/27/2015

Name: Gregory A. Pieschala Title: President

Company: Valley Crest Golf Course Maintenance, Inc.

24157 Ventura Blvd., Calabasas, CA 91302

E-Mail Address: GPieschala@valleycrest.com

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles)

On September 3, 2015 before me, Sue Fuqua, Notary Public
(insert name and title of the officer)

personally appeared Gregory A. Pieschala,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

WRS1 SUE FUQUA WRS1
COMM. 2029681
NOTARY PUBLIC-CALIFORNIA
LOS ANGELES COUNTY
My Comm. Expires July 15, 2017

Signature _____ **(Seal)**

EXHIBIT B
BID FORM *(Page 4 of 11)*

PRICING PROPOSAL FORM
(Cost Worksheet)

The purpose of this form is to assist the City in evaluating the proposals received by understanding the cost components considered and factored into the Contractor's proposal. In the event of a contract award, the City will pay the lump sum total fees quoted. Any variation in the actual costs and experienced by the successful Contractor will be the sole responsibility of the Contractor and will not be grounds for a price adjustment to the City during the first 24 months of the contract.

Monthly Costs:	**Work Hours**	**Dollars**
Labor		
Class A Superintendents	174	6,930.08
Asst. Superintendents/Lead Persons	348	6,827.42
Groundskeepers	1,465	14,806.00
Building maintenance staff		—
Fringe benefits		7,085.58
Insurance		2,032.50
Bonds		643.42
Corporate Administrative Fees		1,830.83
Materials and Supplies		
Uniforms		200.00
Plants & Sod		509.75
Fertilizers		2,783.33
Chemicals		2,694.17
Equipment costs		13,717.92
Services		
Tree trimming		500.00
Animal & Rodent Control		187.50
Refuse Disposal		—
Pump Station Preventative Maintenance		633.33
Quarterly HVAC Preventative Maintenance		393.33
Sewer Lift Station & Grease Trap Interceptor		354.17
Preventative Maintenance		—
Capital Improvements		4,144.67
Initial Start-up Costs (if applicable)		—
Overhead and Profit		9,144.67
Other Costs: (Please specify below)		
Please see attached for breakdown		4,933.50
Total Monthly Fee		80,416.67

It is understood that Contractor will be liable for contributing $50,000 per year payable to the City in a small capital reserve fund for work as described in *Section D. Financial Conditions, 1.3* of the bid documents. Further that all contract implementation (start-up) costs, including but not limited to: equipment, supplies, insurance, bonds, etc., are included in calculating the above costs.

ValleyCrest Golf Course Maintenance, Inc.
Submitted by: Gregory A. Pieschala Date: 8/27/2015
Signature: Greg A. Pie Title: President

ValleyCrest
Golf Maintenance
Your Course To Success

Atttachment to Exhibit B Bid Form (page 4 of 11) Pricing Proposal Form
ValleyCrest Golf Course Maintenance, Inc.
RFP #2328 - Golf Course Maintenance - Diablo Creek Golf Course

Other Costs

Irrigation Repair & Maintenance	$645.83
Other Building Maintenance	$567.50
Miscellaneous Repairs	$208.33
Topdressing and Sand	$1,845.17
Golf Course Accessories	$500.00
Range Lights and Netting	$666.67
Parking Lot Maintenance	$500.00
Total Other Costs:	**$4,933.50**

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles)

On September 3, 2015 before me, Sue Fuqua, Notary Public
(insert name and title of the officer)

personally appeared Gregory A. Pieschala,
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is~~/are~~ subscribed to the within instrument and acknowledged to me that he~~/she/they~~ executed the same in his~~/her/their~~ authorized capacity~~(ies)~~, and that by his~~/her/their~~ signature(s) on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

WRS1 SUE FUQUA
COMM. 2029681
NOTARY PUBLIC-CALIFORNIA
LOS ANGELES COUNTY
My Comm. Expires July 15, 2017 WRS1

Signature _____ **(Seal)**

EXHIBIT B
BID FORM *(Page 5 of 11)*

CONTRACTOR'S BUSINESS STATEMENT

Date: 8/27/2015

1. NAME AND MAILING ADDRESS:

Name: ValleyCrest Golf Course Maintenance, Inc.

Address: 24151 Ventura Blvd.

City: Calabasas State: CA Zip: 91302

Phone: 818-223-8500 Fax: 818-225-2336 E-mail: GPieschala@valleycrest.com

Federal Tax ID 95-2999239

Contact Person: Gregory A. Pieschala, President

2. PLEASE LIST THE GOLF COURSE MAINTENANCE SERVICES NORMALLY PERFORMED BY YOUR OWN LABOR FORCES:

Complete/comprehensive golf course maintenance services are performed by our own labor forces.

3. STRUCTURE OF COMPANY (PLEASE CHECK ONE AND ANSWER QUESTIONS ACCORDINGLY):

CORPORATION: XX INDIVIDUAL: _____ PARTNERSHIP: _____

Date of Incorporation: 1976 State of Incorporation: California

President's Name: Gregory A. Pieschala

If other than a Corporation or Partnership, describe organization and name principals:

N/A

4. HOW MANY YEARS HAS YOUR ORGANIZATION BEEN IN BUSINESS AS A CONTRACTOR OR SUPPLIER?

Years 39

EXHIBIT B
BID FORM *(Page 6 of 11)*

5. HOW MANY YEARS HAS YOUR ORGANIZATION BEEN IN BUSINESS UNDER ITS PRESENT BUSINESS NAME?

Years 13

6. UNDER WHAT OTHER OR FORMER NAMES HAS YOUR ORGANIZATION OPERATED?

Name(s)	EII, Inc	Western Landscape Construction	Environmental Golf, Inc.
Year(s)	2/13/76-2/23/76	2/23/76-3/3/97	3/3/97-8/1/02

7. PRIMARY BANK REFERENCE:

Name: Bank of America

Address: 275 Valencia Ave., Brea, CA 92823

Phone No.: 888-715-1000 x61713 Contact: Eva Lopez

Dun and Bradstreet # 029485224

8. BONDING COMPANY INFORMATION:

Name: Westchester Fire Insurance Company

Address: 601 S. Figueroa St., 15th Floor, Los Angeles, CA 90017

Agent: AON Risk Services Northeast, Inc. Phone: (888) 283-7122

Total Bonding Capacity: $600,000,000

9. AVERAGE OF LAST 5 FISCAL YEARS BILLINGS: $40,250,000

10. INSURANCE INFORMATION

Please provide certificates evidencing all general, auto and umbrella liability and Workers' Compensation insurance to fulfill complete Insurance requirements as set forth in the Request for Proposal. Please see attached Certificate of Insurance currently on file with the City of Concord

Name, Telephone Number of Agent:

AON Risk Services Northeast, Inc., (888) 283-7122

EXHIBIT B
BID FORM *(Page 7 of 11)*

11. IS YOUR FIRM SIGNATORY TO ANY LABOR UNIONS OR NATIONAL MAINTENANCE AGREEMENTS? Yes _____ No ✓

If "yes", what trades or bargaining units? N/A

12. LIST FIVE MAJOR CLIENTS FOR WHICH YOUR ORGANIZATION HAS PROVIDED SERVICES SIMILAR TO THOSE REQUESTED BY THE CITY OF CONCORD DURING THE PAST THREE YEARS:

Owner: City of Roseville Location: Diamond Oaks + Woodcreek Golf Courses

Contact Name: Rob Nakamura Phone: 916-571-6774

Annual Dollar Value: $1,414,661 Years of Service: 20

Work Your Firm Performed: Complete Golf Course Maintenance Services for City Courses in Roseville, CA

Owner: City of Modesto Location: Creekside, Dryden + Muni Golf Courses

Contact Name: Bob Quintella Phone: 209-577-5417

Annual Dollar Value: $1,550,642 Years of Service: 16

Work Your Firm Performed: Complete Golf Course Maintenance Services for City Courses in Modesto, CA

Owner: City of Palo Alto Location: Palo Alto Golf Course

Contact Name: Daren Anderson Phone: 650-496-6950

Annual Dollar Value: $770,982 Years of Service: 5

Work Your Firm Performed: Complete Golf Course Maintenance Services for City Course in Palo Alto, CA

Owner: City of Anaheim Location: Anaheim Hills and Dad Miller Golf Courses

Contact Name: Michael Lantenbach Phone: 714-221-2729

EXHIBIT B
BID FORM ***(Page 8 of 11)***

Annual Dollar Value: $1,276,806 Years of Service: 15

Work Your Firm Performed: Complete Golf Course Maintenance Services for City Course in Anaheim, CA

Owner: City of Burbank Location: DeBell Golf Course

Contact Name: Scott Scozzola Phone: 818-845-0072

Annual Dollar Value: $570,900 Years of Service: 30

Work Your Firm Performed: Complete Golf Course Maintenance Services for City Course in Burbank, CA

13. ATTACH COPIES OF YOUR 2013 & 2014 AUDITED FINANCIAL STATEMENTS.
Please see attached @ Section B.6

14. SAFETY AND HEALTH PROGRAMS:

Do you have a documented safety program? Yes X No _____

Do you have a documented hazard communication program? Yes X No _____

Field Supervisors	Yes X	No _____	Frequency Weekly
Employees	Yes X	No _____	Frequency Weekly
New Hires	Yes X	No _____	Frequency Weekly

Inspections: Do you conduct regular and frequent documented safety inspections:

Yes X No _____ Frequency Monthly

Attach a copy of the company safety policy and program.
Please see attached

Provide a copy of your Company's OSHA Form No. 200 for the past three years. If you do not complete OSHA 200 forms, provide your company's injury experience for the past three years and an explanation of why you do not use OSHA Form 200.

Attached are 2012, 2013 + 2014 Osha Forms 300 + 300A. OSHA Form 200 was replaced by the 300 Series and is no longer a valid form.

EXHIBIT B
BID FORM ***(Page 9 of 11)***

Safety Staff

List the highest ranking safety professional in your organization and the percentage of his/her time devoted to safety.

Name: Eric Wilson % of Time: 100%

Title: Area Environmental Health and Safety Director

Contractors Business Statement Prepared By:

Name: Gregory A. Pieschala Title: President

Company: ValleyCrest Golf Course Maintenance, Inc.

Date: 9/2/2015

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
04/01/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Aon Risk Services Northeast, Inc. – New York Office
199 Water Street
New York, NY 10038-3551

CONTACT NAME:
PHONE (A/C No. Ext): (866) 283-7122
FAX (A/C, No): (800) 363-0105

INSURED
ValleyCrest Golf Course Maintenance, Inc.
24151 Ventura Boulevard
Calabasas, CA 91302

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	ACE American Insurance Company	22667
INSURER B:	ACE American Insurance Company	22667
INSURER C:	ACE American Insurance Company	22667
INSURER D1:	American Guarantee & Liability Ins. Co.	26247
INSURER D2:		
INSURER E:	AGCS Marine Insurance Company (Contractors Equipment)	21873
INSURER F:	Illinois Union Insurance Company (ACE) (Pollution Liability)	27960

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS X OCCUR X CONTRACTUAL LIABILITY X XCU HAZARD GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PROJECT LOC	X		G24555525	10/01/2014	10/01/2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS – COMP/OP AGG	$2,000,000.00 $2,000,000.00 $10,000.00 $2,000,000.00 $4,000,000.00 $4,000,000.00
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON -OWNED AUTOS	X		H08877294	10/01/2014	10/01/2015	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$2,000,000.00
D	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	X		AUC 5085968-10 (Follows Form)	10/01/2014	10/01/2015	EACH OCCURRENCE 1 AGGREGATE 1 EACH OCCURRENCE 2 AGGREGATE 2	$3,000,000.00 $6,000,000.00
C	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		C47147360	10/01/2014	10/01/2015	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE – EA EMPLOYEE E.L. DISEASE – POLICY LIMIT	$2,000,000.00 $2,000,000.00 $2,000,000.00
E	Other Contractors Equipment			MXI93066325	04/01/2015	10/01/2016	$10,000, 000 Loss Limit Per Occurrence and Policy Limit	
F	Pollution Liability			G27418387 001	04/01/2015	10/01/2017	$10,000, 000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required). Policy Provisions include a 30 day cancellation notice.

See Attached For AOS Auto Add Insured, CG 20 10 04 13 - Add Insured, Pollution Additional Insured
207213 Diablo Creek Golf Course, 4050 Port Chicago Hwy., Concord, CA 94520-1121

CERTIFICATE HOLDER

City of Concord
Attn: Joan Carrico
Director of Community & Recreation Svc.
1950 Parkside Drive, MS/10
Concord, CA 95419

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk ServicesNortheast, Inc.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
The City of Concord, including its officials, representatives, agents and employees	Job # 207213 Diablo Creek Golf Course
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.
However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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ADDITIONAL INSURED ENDORSEMENT

Named Insured ValleyCrest Golf Course Maintenance, Inc.			Endorsement Number
Policy Symbol	Policy Number G27418387 001	Policy Period 04/01/2015 to 10/01/2017	Effective Date of Endorsement 04/01/2015
Issued By (Name of Insurance Company) Illinois Union Insurance Company (ACE)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The "insured" and the Insurer hereby agree to the following Policy change(s):

The entity listed below shall be considered an "additional insured" under this Policy, but only with respect to liability arising out of the "first named insured's" or any "named insured's" ownership, operation, maintenance or use of the "covered location(s)".

Additional Insured(s):

City of Concord, including its officials, representatives, agents and employees

All other terms and conditions of the policy remain unchanged.

Aon Risk Services Northeast, Inc.

Authorized Agent

© 2006

POLICY NUMBER: H08877294

COMMERCIAL AUTO
CA 20480299

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 10/01/2014	Countersigned By:
Named Insured: ValleyCrest Golf Course Maintenance, Inc.	*Aon Risk Services Northeast, Inc.* (Authorized Representative)

SCHEDULE

Name of Person(s) or Organization(s): The City of Concord, including its officials, representatives, agents and employees
Diablo Creek Golf Course, Job # 207213

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

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ValleyCrest
COMPANIES

INJURY AND ILLNESS PREVENTION PROGRAM

INTRODUCTION

Creating a safe, healthy, and secure working environment is a fundamental principle and business practice of ValleyCrest Companies. We will actively discourage unsafe work habits and any form of conduct that compromises the safety and well being of our employees or others who may be affected by our operations. Furthermore, it shall be the policy of ValleyCrest Companies to comply with all applicable Federal, State and Local, health and safety laws, standards and regulations. Such requirements include, but are not limited to those mandated by OSHA, DOT and EPA.

The same standards and methods of management control that are utilized to maintain quality and service will be applied to loss prevention and control. Safe working conditions at all of our locations together with focused team approach toward complying with appropriate laws, standards and regulations will contribute to both human and employee relations and profitable business operations. No reasonable expense will be spared to this end.

CODE OF SAFE PRACTICE

ValleyCrest Companies has adopted a Code of Safe Practice, which relates to our operation. This Code of Safe Practice shall be posted at a conspicuous location at each job site office or be provided to each supervisory employee who shall have it readily available.

RESPONSIBLE PERSONS

ALL EMPLOYEES

ValleyCrest Companies believes that every individual within our organization is responsible for understanding, implementing and adhering to the company's Injury and Illness Prevention Program (IIPP). It is every employee's responsibility to report unsafe or apparent unsafe conditions to their supervisor immediately and to discontinue the affected activity until the condition is corrected.

Certain positions within the company, as addressed below, have specific responsibilities.

SENIOR MANAGEMENT

ValleyCrest Companies' senior management is responsible for setting the tone and culture for the company's Injury and Illness Prevention Program (IIPP). They are also responsible for establishing, from the highest levels, a practice of accountability for failure to adhere to established policy and program requirements. All levels of management MUST lead by example.

REGIONAL MANAGERS

Regional Managers are primarily responsible for creating a safe working environment in each of the branch level operations within their respective regions. Regional Managers are to insure compliance with all applicable laws, standards and regulations that affect their respective operations.

The Regional Manager responsible for the _____ Branch is _____.

REGIONAL SAFETY MANAGERS

Regional Safety Managers are responsible for development and implementation of the company's Injury and Illness Prevention Program (IIPP). Regional Safety Managers are to serve as a resource to all levels of management for matters dealing with safety, health and compliance issues.

The Regional Safety Manager responsible for the _____ Branch is _____.

BRANCH MANAGERS

Branch Managers are primarily responsible for managing the company's Injury and Illness Prevention Program (IIPP) within their specific area of operation. This includes facilities, job-sites and assigned equipment/fleet vehicles. Branch Managers are directly responsible for the operations and actions of their assigned personnel.

The Branch Manager responsible for the _____ Branch is _____.

BRANCH SAFETY OFFICERS

Branch Safety Officers are designated by each Branch Manager and are responsible for the day-to-day administration of the company's Injury and Illness Prevention Program (IIPP) at the assigned branch. Specific inspection, reporting and administrative actions are detailed throughout this document.

The Branch Safety Officer responsible for the _____ Branch is _____.

BRANCH SAFETY COMMITTEE

The Branch Manager will ensure that each respective branch forms a Safety Committee. The branch Safety Officer will be responsible for the consistency of the operation of this committee. The committee will meet on a quarterly basis for the purpose of fostering employee involvement concerning safety issues and safety improvement (some divisions meet monthly and can continue to do so). The key to a successful safety committee is to have a clearly defined purpose. The more specific the focus of the committee, the better the results will be.

The committee should represent a cross-section of employees, supervisors and managers who have an interest or expertise in the committee's goals. The number of members, which makes up the committee, depends on the size of the branch. Small branches should have a minimum of three (3) and larger branches a maximum of eight (8).

The safety committee should be formed to review such topics as:

- Hazard Identification
- Safety inspections
- Safety communication
- Training
- Hazardous material handling
- Accident investigation
- Emergency response

The Safety Officer will notify committee members of the date, time, and place of the meeting, along with the specific agenda items for that meeting.

The agenda should be structured to include, but not limited to:

- Topic introduction
- Desired outcome statement
- Discussion options
- Selection of action items
- Assignments of roles and responsibilities *(who will do what by when)*

Branch Safety Officers will keep meeting minutes. Copies will be sent to the Regional Safety Manager and posted on the safety bulletin board at each location.

MONITORING PROGRAM EFFECTIVENESS

BRANCH SAFETY COMMITTEE

Each branch is to hold a Safety Committee Meeting on at least a quarterly basis (or monthly if necessary for your division). The committee is to meet for the purposes of reviewing the branch safety records and making recommendations for preventing accidents in the future.

ACCIDENT/INCIDENT INVESTIGATIONS

All accidents, injuries or incidents must be reported immediately to the Branch Safety Officer and an accident report completed by the Supervisor using the appropriate form. The Branch Safety Officer will conduct a follow up investigation and will immediately advise the Branch Manager and the Regional Safety Manager of any major accident, injury or incident. The Branch Safety Officer is to prepare a monthly summary of all accidents for review with all Branch personnel making them aware of the circumstances along with recommendations and/or training to prevent similar incidents or unsafe conditions from occurring. A copy of all accident/incident investigations is to be sent to the Branch Manager and the Regional Safety Manager.

FINANCIAL REWARD SYSTEM

ValleyCrest Companies has a reward system for Branch safety performance as it relates to workers compensation, general liability and at-fault automobile claims. This program seeks to reward Branches with good safety records. The dollar impact on a Branch's annual financial statement can be significant.

SAFETY INCENTIVES

ValleyCrest Companies believes in rewarding those employees and operations that make our facilities, jobsites and workforce safer and by doing so protects the company by limiting excessive liabilities. To assist in promoting a safe and healthy environment, several incentive programs have been established for those who meet or exceed expectations.

- Annual Branch Safety Award – The Branch with the best safety record in each of the operational divisions receives the "President's Safety Award" which is presented at the company's annual meeting.
- Management Incentives – A substantial portion of Regional and Branch Managers compensation is based on safety performance. The Safety Metric below is a sample of the formula used to determine performance.

Safety Metric Example: Branch X

Number of OSHA recordable workers comp claims – 3
Number of at-fault auto liability claims – 3
Total claims = 6
Total hours worked – 175,000

Formula = $\frac{\textit{Total Claims x 200,000*}}{\textit{175,000}}$ $\frac{\textbf{6 x 200,000}}{\textbf{175,000}} = \textbf{6.85}$

Branch Safety Rate (Metric) = 7.0

** The OSHA standard calculation is based on a rate of **200,000 labor hours** (equates to 100 employees working 40 hours per week, 50 weeks per year).*

- Field Personnel Incentives – Each year, several field level employees are chosen by drawing to receive a very substantial safety incentive. Eligible employees are:
    1. those employees who work within a branch operation that has achieved their scorecard metric, and
    2. who have personally completed the entire reporting year without being involved in any "at fault" type of accident or incident, and
    3. who have participated in all required training and safety related programs.
- The company may choose to access additional employee incentive programs and use those that offer a positive impact on company safety and an equitable benefit to those employees who meet and/or exceed ValleyCrest safety standards.

SAFETY VIOLATION DISCIPLINE

Failure to comply with safety policies, procedures, rules, guidelines or supervisors instructions not only places the offender at risk of injury, but can potentially place fellow workers and the company itself in considerable jeopardy. ValleyCrest Companies takes safety violations very seriously and has established a policy of progressive discipline to deal with offenders. Depending on the severity of the offense the company may, at its discretion, elect from a number of disciplinary options ranging from verbal warning to immediate termination. The details of this policy are outlined below.

The goal of the company is to change unacceptable behavior by educating or "coaching" employees to find a way for them to comply with these expectations. If unacceptable behavior continues after a coaching session, an employee is subject to stronger actions, such as:

- Written warnings
- Suspension
- Termination

The company reserves the right to use stronger actions depending on the severity of the infraction, which may lead to an immediate written warning, suspension or termination.

Management and Supervisory personnel (foreman and above), shall be subject to disciplinary actions for the following reasons:

- Repeated safety rule violations by their employees
- Failure to provide adequate training prior to job assignment
- Failure to report accidents and or provide adequate medical attention to employees who are injured on the job
- Failure to control unsafe conditions or work practices
- Failure to maintain good housekeeping standards and cleanliness on their jobsites or facilities
- Failure to comply with the safety standards of the company and the industry
- Failure to follow proper safety and health standards placing themselves and others at risk
- Failure to apply the proper quality controls standards to hazards placing people and the environment at risk

IDENTIFICATION AND ELIMINATION OF HAZARDS

GENERAL STATEMENT

Simply recognizing that a hazard exists is the single most important factor in avoiding an accident or injury as a result of the hazard. Most injuries and deaths result from hazards that were not recognized, identified or planned for.

Once a hazard has been identified, there are basically 3 methods by which the hazard can be addressed. Hazards can be addressed through the use of Engineering Controls, Administrative Controls or through the use of Personal Protective Equipment (PPE). These controls have been listed in order of preference and effectiveness and ValleyCrest Companies will strive to address hazards from this perspective.

Engineering Controls - are the most effective method of dealing with hazards, as they seek ways to eliminate the hazard completely, either through a redesign of the project or method of accomplishing the necessary task. This method is most effective due to the fact that once an engineering "fix" has been accomplished the "hazard" no longer exist and employees are never exposed to potential harm.

Administrative Controls – are policies and procedures put into place by the employer to minimize employee exposure to hazards that can't be completely eliminated. This is an effective means of addressing hazards only if these policies and procedures are adhered to and all employees are held consistently and equitably accountable for their actions relative to compliance. Specific safety, health and compliance policies are addressed under separate cover.

Personal Protective Equipment – may, in some instances, be the only reasonable protection of an employee from a recognized hazard. Our company recognizes that PPE is not as effective as either engineering or administrative methods of hazard control, as PPE does not eliminate or distance the employee from the hazard, but rather places a (sometimes minimally effective) physical barrier between the employee and the hazard. Personal Protective Equipment will be used on ValleyCrest projects only after careful evaluation of all hazards and when other more effective means of hazard abatement have proven to be ineffective or impractical. Specific PPE policies are addressed under separate cover.

Employee Involvement in Hazard Identification & Elimination

All employees are encouraged to become involved in the success of the companies' Injury & Illness Prevention Program (IIPP). In order to facilitate employee involvement, a "Near Miss/Unsafe Condition" reporting procedure has been established. The procedure consists of each employee being issued standardized forms upon which they are encouraged to document any dangerous conditions or any witnessed near miss incident. This form can also be used to make safety related suggestions to the Branch Safety Committee, for review and possible implementation. This form can be submitted anonymously, but employees are encouraged to identify themselves so that they may be recognized for their safety awareness or for submitting a viable safety suggestion.

Yard Monitors

At the discretion of the Branch Manager and/or the Branch Safety Officer, Branches may choose to (and are encouraged to) assign a Yard Monitor to watch for and immediately address unsafe conditions during times of heightened activity in and around our facilities and/or yards.

(This condition would most often exist during morning dispatch or as crews return to the yard at the end of the day.) This function may not be necessary in smaller operations where there are few personnel and vehicles, but can prove extremely valuable in reducing incidents at our larger, "high traffic", operations.

Inspections

A series of inspections are conducted on a monthly basis of all facilities, jobsites and equipment in order to ensure that unsafe conditions are detected and remedied. These inspections are documented and all appropriate management is made aware of any potential safety, health or compliance issues. Details of the inspection program are maintained under separate cover.

Each Branch shall maintain records of scheduled and periodic inspections to identify unsafe conditions and work practices, including person(s) conducting the inspection, the unsafe conditions and work practices that have been identified and the corrective action taken. These records shall be maintained for a period of three (3) years.

WORK PLACE HAZARDS

Identification of work place hazards is an ongoing and continual process. In our vigilance to identify and mitigate work place hazards the following requirements must be met. Specific policies addressing inspections and reporting are addressed under separate cover.

1. On a quarterly basis, the Branch Safety Officer is to conduct a review (audit) of the yard, shop and office areas of the facility. The purpose of this review is to insure that the facility is in compliance with (or maintaining its schedule toward compliance) with all applicable Federal, State and local safety and health laws, standards and regulations. The results of these inspections are to be documented on the appropriate form(s) and submitted to the Branch Manager and the Regional Safety Manager.
2. Hazardous materials, that employees may be exposed to, have been identified at each of our Branch locations and MSDS information obtained on each of these hazardous materials. This information is contained in our "Hazard Communications Program Notebook" and our MSDS book located in each branch. The HAZCOM program, chemical inventory and MSDS sheets are to be reviewed at least annually by each branch. A specific program addressing HAZCOM issues is maintained under separate cover.
3. Each Branch will have an emergency evacuation plan and procedures in place.
4. Each Branch shall maintain an employee information board where required information, mandated by Federal, State or local agencies, is posted. Internal safety information will also be posted.
5. Some facility-based hazards cannot be abated through either the use of engineering or administrative controls. In such cases, personal protective equipment (PPE), appropriate to the hazard, will be required. Specific policies addressing use of PPE is maintained under separate cover.
6. Each Branch shall identify and evaluate hazards whenever new substances, processes, procedures, or equipment are introduced into the workplace that represent a new occupational safety and health hazard. Also, each Branch is responsible for evaluating training needs whenever they are made aware of a new or previously unrecognized hazard.

JOB SITE HAZARDS – Due to the nature of our work, our job sites may, from time-to-time, present unsafe conditions. The following procedures shall be followed to help minimize risk to our employees or those who may be affected by our work.

1. Prior to commencing work at any new job site and, on a monthly basis or as necessary during the operation, the Supervisor is required to make a thorough survey of the job site. Job site surveys should be documented on the appropriate form and maintained with the job file. Copies of these surveys should be forwarded to the Branch Manager and the Regional Safety Manager. Any safety issues that affect our employees or our operations, over which we do not exercise exclusive control, should be brought to the attention of the job site owner or prime/master contractor for correction.
2. Job site hazards may develop during, or as a result of, our operations. It is the Supervisor's responsibility to see that any job site hazards are immediately corrected.
3. Weather, such as excessive heat or wet slippery conditions, may also create an unsafe environment for work. The job site supervisor is responsible for stopping production operations if conditions become unsafe. The supervisor is also responsible for inspecting the site for unsafe conditions prior to resumption of work.
4. From time-to-time job site hazards cannot be abated through either the use of engineering or administrative controls. In such cases personal protective equipment (PPE), appropriate to the hazard, will be required. Specific policies addressing use of PPE is maintained under separate cover.
5. Poisonous plants and harmful animals may be present on a jobsite at any time. All employees shall be trained in the recognition of and the protective measures for working in these conditions. The necessary personal protective equipment (PPE) will be provided by the company, and in situations of imminent dangers, the supervisor(s) shall abate the hazard prior to beginning the work.

EQUIPMENT RELATED HAZARDS - The safety of our employees and the safety of the general public are a major concern of the company. The operation and maintenance of our equipment is not only regulated by Federal and State laws and guidelines, but is an important indicator of our company's attitude toward safety. For this reason the company is dedicated to compliance with all Federal and State laws and requirements as they relate to vehicle operations, fleet maintenance and driver qualifications. Specific policies are addressed under separate cover.

1. It is important that each Branch identify all pieces of equipment that are either out of service indefinitely or are in the shop for repair and must ensure that these pieces of equipment are not operated by anyone. This should be accomplished through either a lockout or tag-out system (which ever is appropriate given the type of equipment) or by clearly identifying a portion of the garage for storage of equipment needing repair. A Lockout/Tag-out policy and program are addressed under separate cover.

2. On a monthly basis, all vehicles and trailers are to be inspected by the driver. This inspection is above and beyond any required DOT inspections and includes vehicles not covered under DOT requirements. Inspections shall be documented on the appropriate form and copies are to be submitted to the Branch Safety Officer who will in turn ensure that any necessary repairs are accomplished in a timely manner and will submit a summary report to the Branch Manager and the Regional Safety Manager.

3. If at any time a vehicle develops an apparent unsafe condition, the operator or driver is required to report the condition to the shop supervisor and at that time it will be determined if the operation of the equipment should be discontinued until repairs can be made.

4. Our field operations are very "equipment intensive", therefore the following guidelines are established:

    a. Only trained operators are permitted to operate power equipment, unless it is in a training environment under the close supervision of a trained employee.
    b. Equipment developing an unsafe condition is to be removed from service immediately and remain "out of service" until repaired.
    c. Under no circumstances is any manufacturers' safety protection to be modified or removed.
    d. All guards, shields, plates, cut-off switches or other safety devices are to be used at all times and shall never be disabled for any reason.
    e. Certain pieces of equipment require a higher level of training and knowledge in order to be safely and effectively operated. Equipment manufacturers and/or regulatory agencies may require "Certification" before an employee is allowed to operate the equipment. Typically "Certification" to operate a piece of equipment requires an extensive level of knowledge and experience that can be demonstrated and proven in an objective manner. Only "Certified Equipment Operators" will be permitted to use equipment where certification is required.

IMMINENT HAZARDS

When an imminent hazard exists which cannot be immediately abated without endangering employee(s) and/ or property, it will be the site supervisor's responsibility to remove all exposed personnel from the area except those necessary to correct the existing condition. All employees essential in correcting the hazardous condition shall be provided the necessary training and safeguards to do so.

PROACTIVE SAFETY MANAGEMENT

One of the most effective methods for preventing accidents and incidents is by providing comprehensive and consistent training throughout an employee's term of employment. Upon presentation of appropriate training all employees, regardless of position, must be held accountable to follow the policies and procedures addressed in the training.

ValleyCrest Companies recognizes the importance of training its employees and has established a training program to fit the needs of the company. As with any training program, training offered to ValleyCrest employees should be considered a "work in progress" as an employee's ability and need to learn safer, better and more effective ways to accomplish his/her job is never fully completed.

NEW EMPLOYEE TRAINING (SAFETY ORIENTATION)

New employees have the potential to create an unsafe condition both to themselves and to other employees due to inexperience and a higher risk of committing unsafe acts.

In order to minimize the potential risk to our employees, provide the safest possible work environment and in order to comply with Federal and State requirements, each new employee will attend a "New Employee Safety Orientation" training program before starting work, or as required by new job/task. Both field operations and office-based employees are required to participate in safety orientation. Safety orientation programs appropriate to field operations and office safety are available. These training programs shall be administered by either the Branch Manager or the Branch Safety Officer (or their designee) for field employees, and by the office manager (or their designee) for office-based employees, and shall cover a review of all safety policies, procedures and rules. Each employee shall demonstrate a clear understanding of the covered materials and must complete this course before the employee starts his/her first day of work. This training shall be documented on the appropriate form and these records maintained with the employees personnel records. **It is mandatory that all new employees receive training in the following areas within the first 90 days of employment: Bloodborne Pathogens, Fire Safety, Lockout/Tagout and Personal Protective Equipment.**

Each Branch should develop a method for distinguishing "new field employees" (shirt, vest, hardhat, etc.) so that a supervisor can rapidly identify them and can pay additional attention to these employees during their first 90 days of employment.

OPERATION SPECIFIC TRAINING

Although ValleyCrest strives to provide consistent training to all of their employees, varying work requirements will dictate that some job-specific training, which will vary from division to division, must be accomplished. Training programs for the differing operational groups has been established and is as important to employee growth and safety as are the corporate training initiatives. Various elements of this job-specific training (appropriate to operational requirements) are to be incorporated into the New Employee Safety Orientation training.

ON-GOING TRAINING

ValleyCrest has, and will continue to develop, safety related training programs that are designed to build on existing knowledge and allow all levels of employees, from labor to management to continue to grow and become safer employees. Courses that provide a greater understanding of OSHA, DOT and EPA standards (in particular) are available and will be at the forefront of our continuing education process as we strive for an even safer company.

Certain equipment and/or operations may require that employees attain "Certification" in order to comply with manufacturer's recommendations or regulatory agency requirements. As specific needs are identified, appropriate programs will be developed.

Training needs will also be evaluated and conducted for the following as appropriate:

1. All employees given new job assignments for which training has not been previously received;
2. Whenever new substances, processes, procedures or equipment are introduced to the workplace and represent a new hazard;
3. Whenever the employer is made aware of a new or previously unrecognized hazard; and,
4. For supervisors to familiarize themselves with safety and health hazards to which employees under their immediate direction and control may be exposed.

SAFETY TAILGATE MEETINGS

Safety tailgate meetings are at the core of the on-going safety training at the Branch level. Topics are provided by the Corporate Safety Department and their presentation is mandatory. Topics have been selected and scheduled to provide for a consistent safety message throughout ValleyCrest Companies. Although not every topic will directly apply to every operation, these topics will provide a good safety foundation. Weekly safety tailgate meetings may include additional pertinent information of a more job-specific nature and should always address Branch specific safety concerns. Covering the mandatory topics is a minimum requirement and is not intended to prevent the presentation of additional information.

Safety tailgate meetings are to be held weekly and should be conducted by the Supervisor. Attendance shall be documented on the appropriate form and completed forms shall be given to the Branch Safety Officer. The Branch Safety Officer will ensure tailgate meeting documentation is filed weekly and is available to the Branch Manager and the Regional Safety Manager if necessary for audit purposes. Safety citations should be issued to those employees who do not attend tailgate meetings (form 451).

ADDITIONAL SAFETY DOCUMENTATION

This document is designed to work in conjunction with additional documents, which address in greater detail, safety policies, safety related procedures and safety training programs, all of which are designed to provide a safe and healthful working environment for all ValleyCrest employees.

The following list is not intended to be all-inclusive, but rather to give an idea of the type and nature of these additional documents.

Policies, to include:	Corporate Safety Policy Disciplinary Action Policy (Safety Violation Policy) Use & Maintenance of Personal Protective Equipment Safety Meeting Policy DOT Compliance Policy Hazardous Energy Control Policy (LOTO) Inspection and Reporting Policy
Programs & Procedures:	Facility, Job-Site and Equipment Inspection Procedures Hazard Communication Program Lockout/Tag-out Program Ergonomics Program Spill Prevention Program Emergency Action Plans Drug & Alcohol Program
Safety Training Programs:	New Employee Safety Orientation Trenching & Excavation Driver Training First Aid & CPR Fall Protection Confined Space Entry Electrical Safety HAZCOM Chemical Safety Personal Protective Equipment OSHA Compliance Work Zone Traffic Control Ergonomics Drug and Alcohol Awareness Reasonable Suspicion Training for Supervisors Safety Tailgate Topics

DOCUMENT REVIEW

This document, along with its supporting documentation, will be reviewed on, at least, an annual basis for correctness and consistency. Review of these documents will be the responsibility of the Corporate Safety Department.

OSHA's Form 300A (Rev. .1/2004)

Summary of Work-Related Injuries and Illnesses

Year 2012

U.S. Department of Labor

Occupational Safety and Health Administration

Form Approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work- related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0 days	0 days
(K)	(L)

Injury and Illness Types

Total number of . . .

(M)

(1) Injuries	0	(4) Poisonings	0
(2) Skin disorders	0	(5) Hearing Loss	0
(3) Respiratory condi	0	(6) All other illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 50 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N- 3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment Information

Your Establishment name 207213 - VCGM - Diablo Creek Golf Course

Street 4050 Port Chicago Hwy.

City Concord State CA ZIP 94520

Industry description (e.g., Manufacture of motor truck trailers)

Landscape Maintenance

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)

0782

OR

North American Industrial Classification (NAICS), if known (e.g., 336

Employment Information

Annual average number of employees 10

Total hours worked by all employees last year 20,749

Sign here

Knowingly falsifying this document may result in a fine

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company Executive	Title
Don Paul	Branch Manager
Phone	**Date**
925-686-6390	1/30/2013

OSHA's Form 300 (Rev. 01/2004)

Log of Work-Related Injuries and Illnesses

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 2012

U.S. Department of Labor

Occupational Safety and Health Administration

Form Approved OMB no. 1218-0176

You must record information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an Injury and Illness Incident Report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Establishment Name: 207213 - VCGM - Diablo Creek Golf Course

City: Concord State: CA

Identify the Person				Describe the Case		Classify the case (CHECK ONLY ONE box for each case based on the most serious outcome for that case:)				Enter the number of days the injured or ill worker was:		Check the "injury" column or choose one type of illness: (M)					
(A) Case no.	(B) Employee's Name	(C) Job title	(D) Date of injury or onset of illness	(E) Where the event occurred (e.g.,Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g., Second degree burns on right forearm from acetylene torch)	Death (G)	Days away from work (H)	Remained at work: Job transfer or restriction (I)	Remained at work: Other record-able cases (J)	Away from work (K)	On job transfer or restriction (L)	Injury (1)	Skin Disorder (2)	Respiratory condition (3)	Poisoning (4)	Hearing Loss (5)	All other illnesses (6)
No recordable claims						☐	☐	☐	☐	0 days	0 days	☐	☐	☐	☐	☐	☐
ESTABLISHMENT'S LAST PAGE:					TOTALS:	☐	☐	☐	☐	0 days	0 days	☐	☐	☐	☐	☐	☐

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Public reporting burden for this collection of information is estiamted to average 14 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

OSHA's Form 300A (Rev. .1/2004)

Summary of Work-Related Injuries and Illnesses

Year 2013

U.S. Department of Labor

Occupational Safety and Health Administration

Form Approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work- related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	1	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0 days	7 days
(K)	(L)

Injury and Illness Types

Total number of . . .

(M)

(1) Injuries	1	(4) Poisonings	0
(2) Skin disorders	0	(5) Hearing Loss	0
(3) Respiratory condi	0	(6) All other illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 50 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N- 3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment Information

Your Establishment name 207213 - VCGM - Diablo Creek Golf Course

Street 4050 Port Chicago Hwy.

City Concord State CA ZIP 94520

Industry description (e.g., Manufacture of motor truck trailers)

Landscape Maintenance

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)

0782

OR

North American Industrial Classification (NAICS), if known (e.g., 336

561730

Employment Information

Annual average number of employees 10

Total hours worked by all employees last year 19,707

Sign here

Knowingly falsifying this document may result in a fine

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company Executive	Title
Don Paul	Branch Manager
Phone	**Date**
925-686-6390	1/22/2014

OSHA's Form 300 (Rev. 01/2004)

Log of Work-Related Injuries and Illnesses

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 2013

U.S. Department of Labor

Occupational Safety and Health Administration

Form Approved OMB no. 1218-0176

You must record information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an Injury and Illness Incident Report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Establishment Name: 207213 - VCGM - Diablo Creek Golf Course

City: Concord State: CA

Identify the Person			Describe the Case			Classify the case (CHECK ONLY ONE box for each case based on the most serious outcome for that case:)				Enter the number of days the injured or ill worker was:		Check the "injury" column or choose one type of illness: (M)					
(A) Case no.	(B) Employee's Name	(C) Job title	(D) Date of injury or onset of illness	(E) Where the event occurred (e.g., Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g., Second degree burns on right forearm from acetylene torch)	Death (G)	Days away from work (H)	Remained at work: Job transfer or restriction (I)	Remained at work: Other recordable cases (J)	Away from work (K)	On job transfer or restriction (L)	Injury (1)	Skin Disorder (2)	Respiratory condition (3)	Poisoning (4)	Hearing Loss (5)	All other illnesses (6)
RC14800	James Davis	Golf Mechanic I	8/6/2013	Diablo Creek	EE slipped on equipment lift and fell against shelving. He hit upper torso, bumped right knee and inside thigh on left let and shin on left leg is scraped.	☐	☐	☑	☐	0 days	7 days	☑	☐	☐	☐	☐	☐
ESTABLISHMENT'S LAST PAGE:					TOTALS:	0	0	1	0	0 days	7 days	1	0	0	0	0	0

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Public reporting burden for this collection of information is estiamted to average 14 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

OSHA's Form 300A (Rev. .1/2004)

Summary of Work-Related Injuries and Illnesses

Year 2014

U.S. Department of Labor

Occupational Safety and Health Administration

Form Approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work- related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0 days	0 days
(K)	(L)

Injury and Illness Types

Total number of . . .

(M)

(1) Injuries	0	(4) Poisonings	0
(2) Skin disorders	0	(5) Hearing Loss	0
(3) Respiratory condi	0	(6) All other illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 50 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N- 3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment Information

Your Establishment name 207213 - VCGM - Diablo Creek Golf Course

Street 4050 Port Chicago Hwy.

City Concord State CA ZIP 94520

Industry description (e.g., Manufacture of motor truck trailers)

Landscape Maintenance

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)

0782

OR

North American Industrial Classification (NAICS), if known (e.g., 336

561730

Employment Information

Annual average number of employees 12

Total hours worked by all employees last year 18,593

Sign here

Knowingly falsifying this document may result in a fine

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company Executive	Title
Don Paul	Branch Manager
Phone	**Date**
(925) 686-6390	1/29/2015

OSHA's Form 300 (Rev. 01/2004)

Log of Work-Related Injuries and Illnesses

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 2014

U.S. Department of Labor

Occupational Safety and Health Administration

Form Approved OMB no. 1218-0176

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Establishment Name: 207213 - VCGM - Diablo Creek Golf Course

City: Concord State: CA

Identify the Person			Describe the Case			Classify the case: CHECK ONLY ONE box for each case based on the most serious outcome for that case:				Enter the number of days the injured or ill worker was:		Check the "injury" column or choose one type of illness: (M)					
(A) Case no.	(B) Employee's Name	(C) Job title	(D) Date of injury or onset of illness	(E) Where the event occurred (e.g., Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g., Second degree burns on right forearm from acetylene torch)	Death (G)	Days away from work (H)	Remained at work: Job transfer or restriction (I)	Remained at work: Other recordable cases (J)	Away from work (K)	On job transfer or restriction (L)	Injury (1)	Skin Disorder (2)	Respiratory condition (3)	Poisoning (4)	Hearing Loss (5)	All other illnesses (6)
No recordable claims						☐	☐	☐	☐	0 days	0 days	☐	☐	☐	☐	☐	☐
ESTABLISHMENT'S LAST PAGE:					TOTALS:	☐	☐	☐	☐	0 days	0 days	☐	☐	☐	☐	☐	☐

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

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EXHIBIT B
BID FORM *(Page 11 of 11)*

AFFIDAVIT TO ACCOMPANY PROPOSALS

State of California }
}
County of Contra Costa }

Gregory A. Preschala, being first duly sworn,

deposes and states that he/~~she~~ is President
("sole owner", "partner", "president", "secretary" or other proper title)

of ValleyCrest Golf Course Maintenance, Inc.
(Company)

who submits herewith to City of Concord the attached proposal;

Affiant deposes and states: that the proposal is genuine; that the same is not sham or collusive; that all statements of fact therein are true; that such proposal was not made in the interest or on behalf of any person, partnership, company, association, organization not therein named or disclosed.

Affiant deposes and states: that the proposer has not directly or indirectly by agreement, communication or conference with anyone, attempted to induce action prejudicial to the interest of the City of Concord or of any other proposer, or anyone else interested in the proposed agreement; that the proposer has not in any manner sought by collusion to secure to himself, itself or themselves, an advantage over any other proposer.

Affiant further deposes and states:

(a) That none of our employees are employees of the City of Concord or employees of public agencies for which the City Council is the governing body;
(b) That no City employee, or employees of public agencies for which the City Council is the governing body serve as officers, principals, partners or major shareholders of the proposer;
(c) That we are not former City employees who have been employed by the City of Concord in the twelve months immediately preceding the date of this affidavit in position of substantial responsibility in the area of service to be provided by the proposed agreement and that no such employees have taken part in the development of said proposed agreement or its service specifications.

I understand and agree that any falsification in this affidavit will be grounds for rejection of this proposal or cancellation of any agreement award pursuant to this proposal.

I certify under penalty of perjury under the laws of the State of California that the foregoing is correct and true.

WARNING
PROPOSALS WILL NOT BE CONSIDERED UNLESS THE AFFIDAVIT HEREON IS FULLY EXECUTED INCLUDING THE CERTIFICATE OF THE NOTARY AND THE NOTARY'S SEAL

Signed:

Signature

President
Title

9/3/2015
Dated

CALIFORNIA JURAT WITH AFFIANT STATEMENT **GOVERNMENT CODE § 8202**

☒ See Attached Document (Notary to cross out lines 1–6 below)
☐ See Statement Below (Lines 1–6 to be completed only by document signer[s], *not* Notary)

1 _____
2 _____
3 _____
4 _____
5 _____
6 _____

Signature of Document Signer No. 1 *Signature of Document Signer No. 2 (if any)*

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 3rd (*Date*) day of Sept. (*Month*), 2015 (*Year*), by

(1) Gregory Pieschala

(and (2) _____),
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

SUE FUQUA
COMM. 2029681
NOTARY PUBLIC-CALIFORNIA
LOS ANGELES COUNTY
My Comm. Expires July 15, 2017
WRS1

Signature _____
Signature of Notary Public

Seal
Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ **Document Date:** _____

Number of Pages: _____ **Signer(s) Other Than Named Above:** _____

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EXHIBIT B
BID FORM *(Page 10 of 11)*

CITY OF CONCORD

AUTHORIZATION TO RELEASE INFORMATION

I hereby authorize the release of all financial and credit information and/or verification of employment to the City of Concord as said items relate to my interest in securing an agreement with the City. This form may be reproduced or photocopies to be utilized as my consent to release financial and credit information or equipment verification.

Ron Cammarata
Print Name Here

ASST. TREASURER
Signed

9/2/2015
Date

Bank of America
Financial Institution

Applicable Account(s)
(number and type)

1459126391 Checking

Financial Institution

Applicable Account(s)
(number and type)

ValleyCrest Golf Course Maintenance, Inc only uses 1 financial institution

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles)

On September 3, 2015 before me, Sue Fuqua, Notary Public
(insert name and title of the officer)

personally appeared Ronald Cammarata,
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is~~/are~~ subscribed to the within instrument and acknowledged to me that he~~/she/they~~ executed the same in his~~/her/their~~ authorized capacity(ies), and that by his~~/her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

WRS1 SUE FUQUA
COMM. 2029681
NOTARY PUBLIC-CALIFORNIA
LOS ANGELES COUNTY
My Comm. Expires July 15, 2017 WRS1

Signature _____ **(Seal)**

EXHIBIT B1
EXCEPTIONS TO SPECIFICATIONS/REQUIREMENTS

☑ **PLEASE CHECK THIS BOX IF YOU HAVE NO EXCEPTIONS TO OUR REQUIREMENTS**

List below requests for clarifications, exceptions and amendments, if any, to the RFP and its exhibits, and submit with your Bid response.

The City is under no obligation to accept any exceptions and such exceptions may be a basis for Bid disqualification.

Item No.	Reference To:		Description
	Page No.	Paragraph No.	
			No exceptions

Valley Crest Golf Course Maintenance, Inc.	[signature] A.PM	8/27/2015
Bidder Name	**Bidder Signature**	**Date**

Gregory A. Pieschala, President

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles)

On September 3, 2015 before me, Sue Fuqua, Notary Public
(insert name and title of the officer)

personally appeared Gregory A. Pieschala,
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is~~/are~~ subscribed to the within instrument and acknowledged to me that he~~/she/they~~ executed the same in his~~/her/their~~ authorized capacity~~(ies)~~, and that by his~~/her/their~~ signature(s) on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

WRS1 SUE FUQUA WRS1
COMM. 2029681
NOTARY PUBLIC-CALIFORNIA
LOS ANGELES COUNTY
My Comm. Expires July 15, 2017

Signature _____ **(Seal)**

EXHIBIT B2

Form **W-9**
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
Valley Crest Golf Course Maintenance, Inc.

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
24151 Ventura Blvd.

Requester's name and address (optional)

City, state, and ZIP code
Calabasas CA 91302

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

Employer identification number
95 - 2999239

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 8/27/2015

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

Cat. No. 10231X Form **W-9** (Rev. 12-2011)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles)

On September 3, 2015 before me, Sue Fuqua, Notary Public
(insert name and title of the officer)

personally appeared Gregory A. Pieschala,
who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is~~/are~~ subscribed to the within instrument and acknowledged to me that he~~/she/they~~ executed the same in his~~/her/their~~ authorized capacity(~~ies~~), and that by his/her/their signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

WRS1 SUE FUQUA WRS1
COMM. 2029681
NOTARY PUBLIC-CALIFORNIA
LOS ANGELES COUNTY
My Comm. Expires July 15, 2017

Signature _____ **(Seal)**

EXHIBIT B3

(Page 1 of 1)

Debarment and Suspension Certification*

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal department or agency;
- has not been suspended, debarred, voluntarily excluded or declared ineligible by any Federal agency within the past 3 years;
- does not presently have a proposed debarment pending; and
- has not been indicted or convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years;

If there are any exceptions to this certification, insert the exceptions in the following space.

None

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Note: The above certification is part of the Bid. Signing the bid on the signature portion thereof shall also constitute signature of this Certification. Providing false information may result in criminal prosecution or administrative sanctions.

ValleyCrest Golf Course Maintenance, Inc.
Name of Firm

Gregory A. Pieschala, President
Name and Title of Authorized Representative

Signature of Bidder or Authorized Representative

8/27/2015
Date

**Fullfills requirements of Title 49, CFR, Part 29 (applicable to all subcontracts, purchase orders, and other lower tier transactions of $25,000 or more)* [1]

[1] Reference: Local Assistance Procedures Manual (DLA-OB 13-06, Exhibit 12-G Required Federal-aid Contract Language, Page 15 Of 22, August 12, 2013)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles)

On September 3, 2015 before me, Sue Fuqua, Notary Public
(insert name and title of the officer)

personally appeared Gregory A. Pieschala,
who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is~~are~~ subscribed to the within instrument and acknowledged to me that he~~/she/they~~ executed the same in his~~/her/their~~ authorized capacity~~(ies)~~, and that by his~~/her/their~~ signature(s) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

WRS1 SUE FUQUA WRS1
COMM. 2029681
NOTARY PUBLIC-CALIFORNIA
LOS ANGELES COUNTY
My Comm. Expires July 15, 2017

Signature _____ **(Seal)**

ValleyCrest
Golf Maintenance

TAB B — EXHIBIT B REQUIRED DOCUMENTS (ITEMS 6–13)

a. Item 6 — Financial Statements
b. Item 7 — General Business Statement
c. Item 8 — Local Management Introduction
d. Item 9 — Corporate Structure Organization
e. Item 10 — Company Background
f. Item 11 — Central Support Capabilities, Procedures
g. Item 12 — Business References
h. Item 13 — Financial References

ValleyCrest
Golf Maintenance

ITEM 6 — FINANCIAL STATEMENTS

Attached please find the Audited Consolidated Financial Statements of Brickman Acquisition Holdings, Inc. and Subsidiaries for the Year Ended December 31, 2014. This represents the true condition as of December 31, 2014 of the assets, liabilities and net worth of the company, of which ValleyCrest Golf Course Maintenance, Inc. is a subsidiary. This report includes a balance sheet and income statement.

In addition, attached are audited financial statements for Fiscal Years Ending 4/30/13 and 4/30/14 for ValleyCrest Holding Company & Subsidiaries, prior to the merger with Brickman Acquisition Holdings, Inc.

Brickman Acquisition Holdings, Inc. and Subsidiaries

Consolidated Financial Statements

For the Year Ended December 31, 2014

Brickman Acquisition Holdings, Inc. and Subsidiaries
Index

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Consolidated Statement of Operations	4
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Consolidated Statement of Changes in Shareholder's Equity	6
Consolidated Statement of Cash Flows	7
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INDEPENDENT AUDITORS' REPORT

To the Board of Directors and Shareholder of Brickman Acquisition Holdings, Inc.:

We have audited the accompanying consolidated financial statements of Brickman Acquisition Holdings, Inc. and subsidiaries (the "Company"), which comprise the consolidated balance sheet as of December 31, 2014, and the related consolidated statements of operations, comprehensive loss, changes in shareholder's equity, and cash flows for the year then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Company's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence that we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects the financial position of Brickman Acquisition Holdings, Inc. and subsidiaries as of December 31, 2014, and the results of their operations and their cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matter

As discussed in Note 3 to the consolidated financial statements, effective June 30, 2014, the Company acquired all of the outstanding stock of ValleyCrest Holding Company in a purchase business combination. As a result of the acquisition, ValleyCrest Holding Company became a consolidated subsidiary of Brickman Acquisition Holdings, Inc. as of that date. As further discussed in Note 3 to the consolidated financial statements certain amounts recorded related to the acquisition are provisional and subject to change once finalized. Our opinion is not modified with respect to this matter.

Deloitte & Touche LLP

May 3, 2015

Brickman Acquisition Holdings, Inc. and Subsidiaries
Consolidated Balance Sheet
December 31, 2014
(in thousands, except for share and per share amounts)

ASSETS

Current assets:	
Cash and cash equivalents	$ 38,868
Restricted cash	319
Accounts receivable, net	249,064
Unbilled revenue	28,120
Deferred tax assets	10,138
Inventories	32,822
Taxes receivable	29,191
Other current assets	29,596
Total current assets	418,118
Property and equipment, net	250,840
Deferred charges, net	59,088
Intangible assets, net	722,410
Goodwill	1,667,114
Restricted investments and other assets	14,312
Total assets	$ 3,131,882

LIABILITIES AND SHAREHOLDER'S EQUITY

Current liabilities:	
Accounts payable	$ 71,099
Capital lease obligation - current portion	4,615
Long-term debt - current portion	15,900
Deferred revenue	53,001
Accrued interest	2,976
Self-insurance reserves - current portion	21,904
Accrued expenses and other current liabilities	102,169
Total current liabilities	271,664
Capital lease obligations	2,853
Long-term debt, net of discount	1,665,940
Deferred tax liabilities	272,251
Long-term portion of self- insurance reserves	46,619
Other liabilities	41,079
Total liabilities	2,300,406
Commitments and contingencies (Note 16)	-
Shareholder's equity:	
Class A voting common stock, $.01 par value; 100 shares authorized, issued and outstanding	-
Paid-in capital	917,561
Accumulated deficit	(71,104)
Accumulated other comprehensive loss	(14,981)
Total shareholder's equity	831,476
Total liabilities and shareholder's equity	$ 3,131,882

The accompanying notes are an integral part of the consolidated financial statements.

Brickman Acquisition Holdings, Inc. and Subsidiaries
Consolidated Statement of Operations
For the Year Ended December 31, 2014
(in thousands)

Net service revenues	$ 1,612,528
Cost of services provided	1,195,686
Gross profit	416,842
Selling, general and administrative expenses	265,666
Amortization expense	96,890
Transaction, merger and integration expenses	50,053
Income from operations	4,233
Other income	656
Interest expense	(71,933)
Loss before income taxes	(67,044)
Income tax benefit	(16,509)
Net loss	$ (50,535)

The accompanying notes are an integral part of the consolidated financial statements.

BRICKMAN ACQUISITION HOLDINGS, INC. AND SUBSIDIARIES
Consolidated Statement of Comprehensive Loss
For the Year Ended December 31, 2014
(in thousands)

Net loss	$ (50,535)
Net derivative losses arising during the year, net of tax benefit of $10,469	(16,001)
Less: Reclassification of losses into net loss, net of tax benefit of $47	72
Other comprehensive loss	(15,929)
Comprehensive loss	$ (66,464)

The accompanying notes are an integral part of the consolidated financial statements.

BRICKMAN ACQUISITION HOLDINGS, INC. AND SUBSIDIARIES
Consolidated Statement of Changes in Shareholder's Equity
(in thousands, except for share and per share amounts)

	Common Stock		Paid-In	Accumulated	Other Comprehensive	Total Shareholder's
	Shares	Amount	Capital	Deficit	Income (Loss)	Equity
Balance, January 1, 2014	100	$ -	$ 710,260	$ (20,569)	$ 948	$ 690,639
Net loss				(50,535)		(50,535)
Change in fair value of derivatives, including a reclassification to earnings, net of income tax					(15,929)	(15,929)
Stock-based compensation			2,609			2,609
Capital contributions			210,735			210,735
Capital issuance costs			(1,364)			(1,364)
Distribution to parent			(4,679)			(4,679)
Balance, December 31, 2014	100	$ -	$ 917,561	$ (71,104)	$ (14,981)	$ 831,476

The accompanying notes are an integral part of the consolidated financial statements.

Brickman Acquisition Holdings, Inc. and Subsidiaries
Consolidated Statement of Cash Flows
For the Year Ended December 31, 2014
(in thousands)

Cash flows from operating activities:	
Net loss	$ (50,535)
Adjustments to reconcile net loss to net cash provided by operating activities:	
Depreciation	50,356
Amortization	96,890
Amortization of deferred financing costs	6,626
Amortization of original issue discount	594
Equity-based compensation	2,609
Deferred taxes	(20,690)
Unrealized loss on certain fuel hedges	5,453
Provision for doubtful accounts	5,084
Gain on disposal of assets	(383)
Changes in operating assets and liabilities	(45,463)
Net cash provided by operating activities	50,541
Cash flows from investing activities:	
Purchase of property and equipment	(59,960)
Cost of acquired businesses, net of cash	(640,215)
Issuance of notes receivable	(114)
Collection of notes receivable	492
Proceeds from sale of property and equipment	3,777
Net cash used in investing activities	(696,020)
Cash flows from financing activities:	
Proceeds from debt issuance	725,000
Repayments of capital lease obligations	(5,208)
Draw on revolving credit facility	25,000
Payments on revolving credit facility	(33,033)
Repayments of term loans	(12,275)
Debt issuance costs	(29,378)
Distributions to Parent	(4,679)
Capital contributions	4,100
Capital issuance costs	(1,364)
Net cash provided by financing activities	668,163
Net change in cash	22,684
Cash and cash equivalents, beginning of period	16,184
Cash and cash equivalents, end of period	$ 38,868

The accompanying notes are an integral part of the consolidated financial statements.

1. Organization and Business Overview:

Brickman Acquisition Holdings, Inc. and Subsidiaries ("Company") provides landscape maintenance and enhancements, landscape development, snow removal and other landscape related services for commercial customers throughout the United States. Landscape maintenance services are generally provided under cancelable contracts ranging from 1 to 5 years to a diverse set of customers with one or more sites, including regional and national commercial, retail, and industrial property owners, corporations, residential communities, schools and universities, hotels, hospitals, golf courses and governmental agencies. Landscape enhancements are generally provided as additional services to contract customers as annual improvements, small redesign work or other one-time events that are outside the scope of the base maintenance contract. Landscape maintenance and enhancement services generally include grass mowing, planting and care of flower beds, tree and shrub pruning, bed edging, controlling weeds and pests, fertilizing, and planting of grass, shrubs and trees. In addition to landscape maintenance and enhancements, the Company provides large scale landscape development services to clients, including architecture, design, and installation, as well as some initial ongoing maintenance. In many markets, the Company also provides snow removal and ice melting services to landscape customers as well as some snow-only customers. The Company provides other landscape and ancillary services in specialty areas, including golf course maintenance, tree care, nursery and a landscape franchise business. The Company is a wholly-owned subsidiary of Brickman Parent L.P. ("Parent"). The consolidated financial statements include the accounts of the Company and its wholly owned subsidiaries: The Brickman Group Ltd LLC, Brickman Chargers, Inc. and Brickman Facility Solutions, LLC, which are all directly or indirectly owned by the Company ("Brickman"). In addition, as a result of the Merger discussed in Note 3, the consolidated financial statements include the accounts of ValleyCrest Holding Company and its Subsidiaries ("ValleyCrest") for the six months from July 1 through December 31, 2014.

2. The Acquisition:

On December 18, 2013, Brickman Parent, L.P. ('the Parent"), an affiliate of Kohlberg Kravis Roberts & Co. L.P. ("KKR"), acquired, through a series of transactions, 100% of the operations of Brickman Group Holdings, Inc. ("BGHI").

The Acquisition was funded with an equity contribution of $710,260, net of $1,483 in issuance costs, and the issuance of new debt for $973,183, net of $4,850 of original issue discount. Included as part of the equity contributed by the Parent into the Company was $50,738 which reflected the exchange of senior units held by certain selling unit holders in the parent of BGHI for newly issued membership units in Brickman Parent, L.P. The Company accounted for the Acquisition under the purchase method of accounting in accordance with ASC 805, "Business Combinations." Accordingly, the purchase price was allocated to the assets acquired and liabilities assumed at their fair market values based on management's estimates and an independent third party appraisal of tangible and intangible long-lived assets, with the excess allocated to goodwill. The Company identified certain intangible assets, including customer relationships and a trademark.

Customer relationships consisted of acquired contracts that have had a history of renewal and were valued based upon the estimated future cash flows from the contracts' future expected renewals. A 21-year useful life was estimated based upon an analysis of the Company's contractual renewal history. The Company's trademark was valued using a relief from royalty valuation method and a twenty year useful life was estimated based on the anticipated use of the asset (see Note 7). The fair values for the intangible assets were estimated using Level 3 assumptions within the fair value hierarchy.

Subsequent to the issuance of the Company's consolidated financial statements for the year ended December 31, 2013 and upon management's completion of its review of the purchase price allocation, the Company determined that certain estimates used in the purchase price allocation from the Acquisition needed to be revised, primarily impacting goodwill, property and equipment, and tax liabilities. These adjustments resulted in decreases to property and equipment of $18,807 and tax liabilities of $7,591, and a net increase in goodwill of $11,216 in the Consolidated Balance Sheet as of December 31, 2014. These adjustments are not considered material to the prior year Consolidated Balance Sheet and had no effect on the Consolidated Statement of Operations in 2014.

3. The Merger:

On June 30, 2014, Brickman merged with ValleyCrest Holding Company and Subsidiaries ("ValleyCrest" and the "Merger"). Prior to the Merger, ValleyCrest was a privately owned landscape horticultural company headquartered in Calabasas, California. ValleyCrest provides landscape maintenance, enhancement and snow removal services for commercial customers, primarily in California, Florida and Texas, as well as other states. In addition to its landscape maintenance business, ValleyCrest operates a landscape development division which designs and completes landscape development projects and operates as ValleyCrest Landscape Development, Inc., a golf division which maintains golf courses and operates under the name of ValleyCrest Golf Course Maintenance, Inc., a landscape maintenance franchise business which operates as U.S. Lawns, Inc. and a nursery division operating as ValleyCrest Tree Care Services, Inc. that grows, preserves, relocates and sells trees.

The Merger was funded through the issuance of new first lien term debt of $725,000, as well as the exchange of equity by certain shareholders of ValleyCrest in return for membership units in Brickman Parent, L.P. The rollover equity was $206,635. The Company incurred transaction expenses related to the Merger of $18,755 and integration expenses of $31,298, both of which are included in the Consolidated Statement of Operations in Transaction, merger and integration expenses.

The Company has accounted for the Merger under the purchase method of accounting in accordance with ASC 805, "*Business Combinations*." Accordingly, the purchase price was preliminarily allocated to the assets acquired and liabilities assumed at their fair market values based on management's estimates and an independent third party appraisal of tangible and intangible long-lived assets, with the excess allocated to goodwill. The Company has identified certain intangible assets, including customer relationships at each of ValleyCrest's divisions and trademarks for the ValleyCrest and U.S. Lawns names.

Customer relationships consisted of contracts that have had a history of renewal and were valued based upon the estimated future cash flows from the contracts' future expected renewals. A 15-year useful life was estimated for the ValleyCrest maintenance relationships based upon an analysis of contractual renewal history. Other relationships were estimated to have useful lives of 9-10 years. The ValleyCrest and U.S. Lawns trademarks were valued using a relief from royalty valuation method. The trademarks were assigned useful lives based on the anticipated use of the related assets, which were estimated to be 4 years for ValleyCrest and 12 years for U.S. Lawns, respectively. The fair values for the intangible assets were estimated using Level 3 assumptions within the fair value hierarchy.

Management has determined that the fair value of the purchase price was $846,100 and included the following:

Cash paid to purchase equity interests in ValleyCrest	$ 364,371
Cash paid to payoff ValleyCrest debt obligations	297,639
Rollover equity	206,635
Less: Cash acquired	(22,545)
Total consideration	$ 846,100

The following table summarizes the preliminary allocation of the purchase price to the estimated fair value of the assets acquired and the liabilities assumed in connection with the Merger:

Total consideration		$ 846,100
Estimated fair value of net tangible assets acquired and liabilities assumed:		
Current and other long term assets	197,970	
Deferred tax asset	10,608	
Property and equipment	142,833	
Current and other long term liabilities	(176,052)	
Liabilities assumed and paid at closing	(23,903)	
Debt and lease obligations	(6,190)	
Deferred tax liability	(99,250)	
Net tangible assets acquired		46,016
Consideration allocated to intangible assets		$800,084
Estimated fair value of identifiable intangible assets acquired		223,500
Goodwill acquired		$576,584
Goodwill expected to be deductible for tax purposes		$0

Goodwill from the Merger resulted from the relative size in the market place of the combined businesses and the related expected benefits to be generated by combining the operations of Brickman and ValleyCrest. The Company has not finalized its purchase price allocation with respect to the Merger and is still reviewing the estimated fair values of tangible and intangible assets acquired and the related deferred taxes. Any changes that may be required to the allocation of fair value to the assets acquired and liabilities assumed will be adjusted accordingly through goodwill during the adjustment period. During the period post-Merger, the Company received an escrow payment related to net working capital acquired and as a result, goodwill was reduced by the amount of the payment, approximately $6,000.

The estimated fair value and the weighted average amortization period of each of the components of the identified intangible assets are as follows:

Description of intangible asset	Useful life	Value
Customer contracts and relationships – maintenance	15 yrs.	$ 168,000
Customer contracts and relationships – U.S. Lawns and other	9 – 10 yrs.	15,600
Trademark – ValleyCrest	4 yrs.	36,100
Trademark – U.S. Lawns	12 yrs.	3,800
Total intangible assets		$ 223,500

4. Summary of Significant Accounting Policies:

Basis of Presentation:

These consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America ("GAAP") and include the accounts of the Company and its wholly-owned subsidiaries: The Brickman Group Ltd LLC, Brickman Chargers, Inc. and Brickman Facility Solutions, LLC which are directly or indirectly owned by the Company. The results of operations for ValleyCrest and its subsidiaries: ValleyCrest Landscape Maintenance, Inc., ValleyCrest Landscape Development, Inc., ValleyCrest Golf Course Maintenance, Inc., ValleyCrest Tree Care Services, Inc., and U.S. Lawns, Inc. (see Footnote 3) are included for the

period from July 1, 2014 through December 31, 2014. All significant inter-company transactions and account balances have been eliminated.

ValleyCrest's fiscal year end prior to the Merger was April 30. ValleyCrest changed its fiscal year end to December 31 to conform to the Company's fiscal year end.

Use of Estimates:

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the period. On an ongoing basis, management reviews its estimates, including those related to allowances for doubtful accounts, revenue recognition, self-insurance reserves, purchase accounting estimates, estimates related to the Company's assessment of goodwill for impairment, useful lives for depreciation and amortization, realizability of deferred tax assets, and litigation based on currently available information. Changes in facts and circumstances may result in revised estimates and actual results may differ from estimates.

Cash and Cash Equivalents:

Cash and cash equivalents include deposits in banks and money market funds with maturities of less than three months at the time of deposit or investment.

Accounts Receivable:

Trade accounts receivables are recorded at the invoiced amount and do not bear interest. The Company reserves for all accounts that are deemed to be uncollectible and reviews its allowance for doubtful accounts on a quarterly basis.

Other current assets:

At December 31, 2014, the Company had other current assets of $29,596. These amounts primarily relate to prepaid expenses and fuel hedge collateral.

Inventories:

Inventories consist primarily of trees, landscape and irrigation materials and snow removal products and are valued at the lower of cost (first in, first out) or market. When market values are below the Company's costs, the Company records a charge to the cost of services provided. No significant charges were recorded to inventory for the year ended December 31, 2014.

Property and Equipment:

Property and equipment is stated at cost, including the cost of internal labor for software customized for internal use, less accumulated depreciation, except for those assets acquired through a business combination, in which case they have been stated at estimated fair value as of the date of the business combination. Costs of major additions and improvements are capitalized. Costs of replacements, or maintenance and repairs that do not improve or extend the life of the related assets are charged to operations.

When an asset is sold, retired or otherwise disposed of, the cost of the property and the related accumulated depreciation are removed from the accounts and any resulting gain or loss is recognized. Depreciation for operating assets is computed using the straight line method over the estimated useful lives of the assets (2 to 20 years), for leasehold improvements, the shorter of the length of the related leases or the estimated useful lives of the assets (3 to 15 years) and for buildings the estimated useful life (40 years). Equipment leased under capital leases is amortized over the lives of the respective leases or over their economic lives, whichever is shorter.

Leases:

The Company leases office space, branch locations, vehicles, and operating equipment. Lease agreements are evaluated to determine whether they are capital or operating leases. When substantially all of the risks and benefits of property ownership have been transferred to the Company, the lease then qualifies as a capital lease.

Capital leases are capitalized at the lower of net present value of the total amount of rent payable under the leasing agreement (excluding finance charges) or the fair market value of the leased asset. Capital lease assets are depreciated on a straight-line basis, over a period consistent with the Company's normal depreciation policy for tangible fixed assets, but not exceeding the lease term. Interest charges are expensed over the period of the lease in relation to the carrying value of the capital lease obligation.

Deferred Charges:

Deferred charges, consisting of fees and other expenses associated with borrowings, are being amortized over the terms of the related borrowings (see Note 8) using the effective interest rate method for certain borrowings where ratable amortization does not approximate the effective interest method. Amortization of deferred charges in the amount of $6,626 for the year ended December 31, 2014 has been included in interest expense in the accompanying Consolidated Statement of Operations.

Goodwill:

Goodwill represents the excess of cost over fair value of net assets of businesses acquired. Goodwill is not amortized, but instead is tested for impairment at least annually, in accordance with the provisions of ASC 350, *Goodwill and Other Intangible Assets*. The Goodwill impairment standard provides entities with the option to perform a qualitative assessment to determine whether the two-step impairment testing is necessary. The two-step impairment test is required only if the Company concludes that it is more than likely than not that a reporting unit's fair value is less than its carrying amount. Otherwise, no further impairment testing is required. The two steps are as follows: First, the Company determines the fair value of the reporting units and compares it to its carrying amount. Second, if the carrying amount of a reporting unit exceeds its fair value, the goodwill of that reporting unit is potentially impaired, and the Company would then be required to measure and record an impairment loss equal to the excess of the carrying amount of the reporting unit's goodwill over its implied fair value. For 2014, the Company performed a qualitative assessment of goodwill and determined that the two-step impairment test was not necessary. In future years, the Company plans to perform the impairment test annually in September or more frequently if events and circumstances indicate that goodwill may be impaired. The Company estimates fair value using the best information available, including market information and discounted cash flow projections using a market approach. If the test indicates that goodwill has become impaired, the Company would record a charge to earnings in the consolidated statement of operations during the period in which the impairment is determined.

Long-lived Assets:

In accordance with ASC 360, *Accounting for the Impairment or Disposal of Long-Lived Assets*, property and equipment and definite-lived intangible assets are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Recoverability of assets to be held and used is measured by a comparison of the carrying amount of an asset to estimated undiscounted future cash flows expected to be generated by the asset. If the carrying amount of an asset exceeds its estimated future cash flows, an impairment charge is recognized for the amount by which the carrying amount of the asset exceeds the fair value of the asset.

Restricted Investments and Other Assets:

At December 31, 2014, the Company had restricted investments and other assets of $14,312. These amounts relate to the Rabbi Trust investments (see Note 13) and capitalized contract acquisition costs that will be amortized over the life of the contract as a reduction in revenue.

Other Long-term Liabilities:

At December 31, 2014, the Company had other liabilities of $41,079. These amounts relate to the non-current liability associated with interest rate and fuel hedge arrangements (see Note 10) and deferred compensation related to the Rabbi Trust (see Note 13).

Fair value of Financial Instruments:

In evaluating the fair value of financial assets and liabilities, GAAP outlines a valuation framework and creates a fair value hierarchy that distinguishes between market assumptions based on market data ("observable inputs") and a reporting entity's own assumptions about market data ("unobservable inputs"). Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability at the measurement date in an orderly transaction (an "exit price"). Assets and liabilities are measured using inputs from three levels of the fair value hierarchy as follows:

- Level 1 inputs utilize quoted prices in active markets for identical assets or liabilities
- Level 2 inputs include quoted prices for similar assets and liabilities in active markets; quoted prices in markets that are not active, and other inputs that are observable or can be corroborated by observable market data for the asset or liability
- Level 3 inputs are unobservable inputs for the asset or liability that are supported by little or no market activity

The carrying amounts shown for the Company's cash and cash equivalents, restricted cash, accounts receivable and accounts payable approximate fair value due to the short-term maturity of those instruments.

Derivative Instruments and Hedging Activities:

The Company's objective in entering into derivative transactions is to manage its exposure to interest rate movements associated with its variable rate debt and changes in fuel prices. The Company follows ASC 815, *Derivatives and Hedging*, and recognizes derivatives as either assets or liabilities on the balance sheet and measures those instruments at fair value. Since the majority of the Company's derivatives are designated as cash flow hedges, the effective portion of the changes in the fair value of the derivative is initially reported in other comprehensive income (loss) and subsequently reclassified to interest expense and cost of services provided in the Statement of Operations when the hedge transaction affects earnings. The ineffective portion of changes in the fair value of the derivative is recognized directly to interest expense and cost of services provided immediately. The Company assesses the effectiveness of each hedging relationship on a quarterly basis by comparing the changes in cash flows of the derivative hedging instrument with the changes in the cash flows of the designated hedged item or transaction. The fair value of the hedges is obtained through independent third-party valuation sources that use conventional valuation techniques (See Note 10).

During 2014, certain fuel hedge derivatives acquired through the Merger were determined to not meet the requirements for designation as effective cash flow hedges. Accordingly, the change in fair value for these derivatives for the period from July 1, 2014 to December 31, 2014 has been recognized in cost of services provided in the Consolidated Statement of Operations.

Net Service Revenues:

The Company performs landscape maintenance and enhancements, landscape construction, and snow removal services. Revenue is recognized based upon the service provided and the contract terms and is reported net of discounts and applicable sales taxes.

Landscape maintenance:
Landscape maintenance services are generally provided under annual contracts. Revenue is generally recognized in proportion to the performance of related services during a given month compared to the estimate

of activities to be performed. Estimated hours and direct job costs are based upon the scope of services under contract and the expected timing of when those services will be performed.

Snow removal:
Snow removal services are generally provided under time and material or other activity-based contracts. In certain markets, some snow removal services are provided on a fixed fee basis for the snow season, typically November through March. Revenue for snow removal services is generally recognized in the period in which the services are performed, or expected to be performed in the case of some fixed fee arrangements.

Landscape enhancements:
Landscape enhancement services are generally provided under contracts of short duration. Revenue for these services is generally recognized in the period in which the services are provided.

Landscape development:
The Company recognizes landscape development contracts using the percentage-of-completion method, measured by the percentage of cost incurred to date to the estimated total cost for each contract. The full amount of anticipated losses on contracts is recorded as soon as such losses can be estimated. Changes in job performance, job conditions, and estimated profitability, including final contract settlements, may result in revisions to costs and revenue and are recognized in the period in which the revisions are determined.

The current asset, unbilled revenue, and the current liability, deferred revenue, result from differences between the timing of billings and the recognition of service revenues on uncompleted contracts.

The Company regularly evaluates the collectibility of its accounts receivable and accordingly maintains allowances for doubtful accounts for estimated losses. The allowance is based on the age of receivables and a specific identification of receivables considered at risk (see Note 5).

Cost of Services Provided:

Cost of services provided represents the cost of labor, subcontractors, materials, vehicle and equipment costs (including depreciation, fuel and maintenance), and other costs directly associated with contracts. These costs are expensed as incurred.

Equity-based Compensation:

The Company's equity based compensation consists of awards of "Profits Interest Units" by the Parent to employees of the Company, as more fully discussed in Note 15. The Company expenses equity based compensation on a straight-line basis using the estimated fair value as of the grant date, over the requisite service period applicable to the grant, generally five years. Estimates of future forfeitures are made at the date of grant and revised, if necessary, in subsequent periods if actual forfeitures differ from those estimates.

Recent Accounting Pronouncements:

In May 2014, the FASB issued ASU No. 2014-09, *Revenue from Contracts with Customers*, which clarifies principles for recognizing revenue and will result in a common revenue standard for U.S. GAAP and International Financial Reporting Standards. The objective of the new standard is to provide a single and comprehensive revenue recognition model for all contracts with customers to improve comparability. The revenue standard contains principles that an entity will apply to determine the measurement of revenue and timing of when it is recognized. The standard requires an entity to recognize revenue to depict the transfer of goods or services to customers at an amount that the entity expects to be entitled to in exchange for those goods or services. The standard is effective for annual reporting periods beginning after December 15, 2018. Early adoption is not permitted. The standard permits the use of either a full retrospective or modified retrospective approach. The Company is currently evaluating the impact of adopting the standard on its financial position and results of operations.

In August 2014, the FASB issued ASU No. 2014-15*, Disclosures of Uncertainties About an Entity's Ability to Continue as a Going Concern*. This guidance requires that management evaluate whether there are conditions and events that raise substantial doubt about an entity's ability to continue as a going concern within one year after the financial statements have been issued. If management concludes that substantial doubt about an entity's ability to continue as a going concern exists and is not alleviated by its plans, the notes to the financial statements are required to include a statement that there is substantial doubt about the entity's ability to continue as a going concern within one year after the date the financial statements are issued. Additionally, the financial statements must include disclosures that enable users to understand the principal conditions or events that raise substantial doubt about the entity's ability to continue as a going concern, management's evaluation of the significance of those conditions or events in relation to the entity's ability to meet its obligations and management's plans that are intended to mitigate the conditions or events that raise substantial doubt about the entity's ability to continue as a going concern. This standard is effective for annual periods ending after December 15, 2016 and for annual periods and interim periods thereafter. Early adoption is permitted. The Company is currently evaluating the impact of adopting the standard on its financial position and results of operations.

In January 2015, the FASB issued ASU No. 2015-01, *Simplifying Income Statement Presentation by Eliminating the Concept of Extraordinary Items*. The new guidance eliminates the separate presentation of extraordinary items, net of tax and the related earnings per share, but does not affect the requirement to disclose material items that are unusual in nature or infrequently occurring. The amendments in this update are effective for fiscal periods beginning on or after December 15, 2015, and interim periods within annual periods beginning on or after December 15, 2015. The Company is currently evaluating the impact of this standard on its consolidated financial statements.

In April 2015, the FASB issued ASU No. 2015-03, *Simplifying the Presentation of Debt Issuance Costs*, which changes the presentation of debt issuance costs in financial statements. Under the new ASU, debt issuance costs related to a note shall be reported in the balance sheet as a direct deduction from the face amount of that note. The amortization of debt issuance costs is reported as interest expense. ASU No. 2015-03 is effective for fiscal years beginning after December 15, 2015, and interim periods beginning after December 15, 2016 and would be applied retrospectively to all prior periods. Early adoption is allowed for all entities financial statements that have not been previously issued. The Company is currently evaluating the impact of adopting the standard on its financial position and results of operations.

5. Accounts Receivable:

Accounts receivable of $249,064 is net of allowance for doubtful accounts of $6,598 and includes amounts of retention on incomplete projects to be completed within one year of $25,387 at December 31, 2014. All amounts are due currently.

6. Property and Equipment, net:

Property and equipment, net consists of the following:

	December 31, 2014
Land	$ 37,225
Buildings and leasehold impovements	17,578
Operating equipment	84,082
Transportation vehicles	121,764
Office equipment and software	35,650
Construction in progress	3,829
Property and equipment	300,128
Less: Accumulated depreciation	49,288
Property and equipment, net	$ 250,840

Construction in progress includes costs incurred for software systems and other assets that have not yet been placed in service. Depreciation expense related to property and equipment was $50,356 for the year ended December 31, 2014. Accumulated depreciation related to property and equipment under capital leases was $6,094 at December 31, 2014.

7. Intangible Assets and Goodwill:

Intangible assets represent customer contracts and relationships, and the Company trademark as well as certain developed software. Intangible assets were valued at the fair value as of the Acquisition and Merger dates as described in footnotes 2 and 3, and are being amortized over 3 to 21 years, the estimated life of these assets. Amortization expense related to intangible assets was $96,890 for the year ended December 31, 2014.

Goodwill represents the excess of the purchase price of the Acquisition and Merger over the estimated fair value of identifiable net tangible and intangible assets acquired and liabilities assumed. Goodwill is not amortized, but is evaluated for impairment on an annual basis or whenever events or circumstances indicate that impairment may have occurred. There were no impairments of goodwill for the year ended December 31, 2014.

In addition to the Merger, the Company acquired certain assets of a nursery business during 2014, including a trademark with a fair value of $1,000 and inventory of $1,000. This acquisition was funded with $750 cash and a $1,250 installment sale note payable.

The following is a summary of the activity during 2014 for intangible assets and goodwill:

	Useful life	December 31, 2013	Activity during the year	December 31, 2014
Customer contracts, and relationships	9-21 yrs.	$ 404,304	$ 183,600	$ 587,904
Trademark	4-12 yrs.	190,000	40,900	230,900
Internally developed software	3 yrs.	3,100	-	3,100
Sub-total		$ 597,404	$ 224,500	$ 821,904
Less: Accumulated amortization		2,604	96,890	99,494
Intangible Assets, net		$ 594,800	$ 127,610	$ 722,410
Goodwill		$ 1,085,314	$ 581,800	$ 1,667,114

The weighted average amortization period for the intangibles is 14.3 years. Amortization expense is anticipated to be as follows in future years:

2015	$ 140,198
2016	133,656
2017	124,091
2018	85,590
2019	47,282
2020 and thereafter	191,593
	$ 722,410

As a result of the Merger, the Company is making a change to its branding, trademarks and tradenames. The decision to transition to the new brand resulted in the Company accelerating the amortization period for the Brickman trademark intangible to align with the period used for the ValleyCrest trademark intangible. This accelerated amortization resulted in an increase in amortization of $9,817 during 2014. This change will increase amortization by $39,267 in 2015, 2016 and 2017, and by $14,833 in 2018. In 2019 and years thereafter, amortization will decrease by $9,500 per year as a result of this change.

8. Long-term debt:

Long-term debt consists of the following at December 31, 2014:

First Lien term loan, due 2020, net of original issue discount, bearing interest at a rate of 4.0% at December 31, 2014 (excluding the effect of the hedges)	$ 1,445,850
Second Lien term loan, due 2021, net of original issue discount, bearing interest at a rate of 7.5% at December 31, 2014 (excluding the effect of the hedges)	233,940
Unsecured note payable, due 2015, bearing interest at a rate of 4.0% at December 31, 2014	800
Installment loan payable, due 2016, at an imputed interest rate of 9.25%	1,250
Total debt	1,681,840
Less: Current portion of long-term debt	15,900
Long-term debt	$ 1,665,940

First Lien term loan due 2020:

In connection with the Acquisition, Brickman and a group of financial institutions entered into a Credit Agreement (the "Credit Agreement") dated December 18, 2013. The Credit Agreement consists of a seven year $735,000 term loan ("First Lien Term Loan") and a five year $110,000 revolving credit facility ("Facility"). An original issue discount of $3,675 was incurred when the notes were issued and is being amortized using the effective interest method over the life of the debt resulting in an effective yield of 4.09%. At December 31, 2014, there was unamortized original issue discount remaining of $3,175. All amounts outstanding under the Credit Agreement are collateralized by substantially all of the assets of the Company.

In connection with the Merger, the Company obtained $725,000 of incremental term loans under the Credit Agreement and $100,000 of incremental revolving credit commitments under the Facility. The incremental loans included an Amendment to the Credit Agreement that did not materially change any terms of the Agreement. As part of the Merger, the Company drew down $15,000 on the Facility, which was fully repaid in the third quarter of 2014.

In addition to scheduled payments, the Company is obligated to pay a percentage of excess cash flow, as defined in the Credit Agreement, as accelerated principal payments commencing in 2015, based on 2014 cash flows. The percentage varies with the ratio of the Company's debt to its cash flow as determined at year-end and is payable within ten business days of the delivery of the annual audited financial statements. The excess cash flow calculation related to 2014 did not result in any accelerated payment due in 2015.

The Credit Agreement restricts the Company's ability to, among other things, incur additional indebtedness, create liens, enter into acquisitions, dispose of assets, enter into consolidations and mergers, and make distributions to its Parent without the approval of the lenders. The Credit Agreement imposes financial covenants upon the Company with respect to leverage and interest coverage under certain circumstances. The Credit Agreement contains provisions permitting the bank to accelerate the repayment of the outstanding debt under this agreement upon the occurrence of an Event of Default, as defined, including a material adverse change in the financial condition of the Company since the date of issuance of the Credit Agreement. The Credit Agreement also requires delivery of audited financial statements within 105 days of the end of the year ended December 31, 2014. The Company

obtained a waiver for this requirement from its creditors, and has until May 5, 2015 to deliver the audited financial statements.

The interest rate on the First Lien Term Loan is initially set at 3.0% over the prime rate of interest or is established for periods of up to six months at 3.00% over LIBOR at the Company's option with a LIBOR floor of 1.00% ("the LIBOR floor"). The weighted average interest rate on the First Lien Term Loan was 4.07% for 2014. The First Lien Term Loan is due in quarterly installments of 0.25% of the principal balance less payments made under the aforementioned excess cash flow provision.

Revolving credit facility:

The Company had $210,000 of available borrowing capacity under the Facility and had no outstanding balance as of December 31, 2014. There is a quarterly commitment fee equal to either ½ of 1% or 3/8 of 1% of the unused balance of the Facility depending on the Company's leverage ratio. The interest rate on the revolving credit facility, at December 31, 2014, was 3.15%, or LIBOR plus 3.0%, subject to the Company maintaining certain leverage ratios.

Second Lien term loan due 2021:

In connection with the Acquisition, Brickman and a group of financial institutions entered into a Credit Agreement (the "Second Lien Credit Agreement") dated December 18, 2013. The Second Lien Credit Agreement consists of an eight year $235,000 term loan ("Second Lien Term Loan"). An original issue discount of $1,175 was incurred when the notes were issued and is being amortized using the effective interest method over the life of the debt resulting in an effective yield of 7.58%. At December 31, 2014, there was unamortized original issue discount remaining of $1,060. All amounts outstanding under the Second Lien Credit Agreement are collateralized by substantially all of the assets of the Company.

The Second Lien Credit Agreement contains a Cross-Default Provision related to the First Lien Credit Agreement. The Second Lien Credit Agreement also requires delivery of audited financial statements within 105 days of the end of the year ended December 31, 2014. The Company obtained a waiver for this requirement from its creditors, and has until May 5, 2015 to deliver the audited financial statements.

The following are the scheduled maturities of long term debt, which do not include any estimated excess cash flow payments:

2015	$ 15,900
2016	15,350
2017	14,600
2018	14,600
2019	14,600
2020 and thereafter	1,611,025
Total long term debt	1,686,075
Less: current maturities	(15,900)
Less: original issue discount	(4,235)
Long term debt	$ 1,665,940

The carrying amount in the consolidated balance sheet as of December 31, 2014 for long-term debt was $1,681,840. Using market bid prices for its debt, the Company has estimated the fair value of its debt to be approximately $1,636,103.

9. Financial Instruments Measured at Fair Value:

The following table presents the Company's fair value hierarchy for its financial assets and liabilities measured at fair value on a recurring basis as of December 31, 2014 (see Footnote 4 for Descriptions of Levels):

		Level 1	Level 2	Level 3	Total
Assets:					
Investments held by Rabbi Trust (see Note 13)	Other Assets	$ 10,806	-	-	$ 10,806
Total Assets		$ 10,806	$	$	$ 10,806
Liabilities:					
Interest Rate Swaps	Other Liabilities	$ -	$22,865	$ -	$ 22,865
Fuel Hedges	Accrued Exp/Current Liab	-	6,944	-	6,944
Fuel Hedges	Other Liabilities	-	1,417	-	1,417
Obligations to Rabbi Trust (see Note 13)	Other Liabilities	10,806	-	-	10,806
Total Liabilities		$ 10,806	$31,226	$ -	$ 42,032

The fair value of the investments held in the Rabbi Trust (see Note 13) is based on the quoted market prices of the underlying mutual funds' investments. These investments are based on the participants' selected investments, which represent the underlying liabilities to the participants in the non-qualified deferred compensation plan.

The fair values of the derivative financial instruments are determined using widely accepted valuation techniques including discounted cash flow analysis based on the expected cash flows of each derivative. Although the Company has determined that the significant inputs, such as interest yield curve and discount rate, used to value its derivatives fall within Level 2 of the fair value hierarchy, the credit valuation adjustments associated with the Company's counterparties and its own credit risk utilize Level 3 inputs, such as estimates of current credit spreads to evaluate the likelihood of default by itself and its counterparties. However, as of December 31, 2014, the Company has assessed the significance of the impact of the credit valuation adjustments on the overall valuation of its derivative positions and has determined that the credit valuation adjustments were not significant to the overall valuation of its derivatives. As a result, the Company has determined that its derivative valuations in their entirety are classified in Level 2 of the fair value hierarchy.

10. Derivative Instruments and Hedging Activities:

At December 31, 2014, the following derivatives were recorded on the Balance Sheet:

	Derivatives Designated as Hedging Instruments		Derivatives Not Designated as Hedging Instruments	
	Balance Sheet Location	Liability Fair Value	Balance Sheet Location	Liability Fair Value
Interest rate contracts	Other Liabilities	$22,865	Other Liabilities	$-
Fuel hedge contracts	Accrued exp & other current liabilities	2,908	Accrued exp & other current liabilities	4,036
Fuel hedge contracts	Other Liabilities	-	Other Liabilities	1,417
		$25,773		$5,453

The Company has exposures to variability in interest rates associated with both its First Lien Credit Agreement and Second Lien Credit Agreement. As such, the Company has entered into interest rate swaps to help manage interest rate exposure by economically converting a portion of its variable-rate debt to fixed-rate debt effective for the periods March 18, 2016 through March 18, 2020. The notional amount of interest rate contracts at December 31, 2014 was $2,850,000. The net deferred losses on the interest rate swaps as of December 31, 2014 of $13,235, net of taxes, are expected to be recognized in interest expense during the period from March 18, 2016 through March 18, 2020.

The Company operates a large fleet of vehicles and mowers and has entered into gasoline and diesel hedge contracts in an effort to reduce its exposure to volatility in the fuel markets. As of December 31, 2014, the Company had 21 outstanding fuel contracts covering the periods January 1, 2015 through June 30, 2016 with notional amounts of 9,483 gallons. The net commodity losses of $1,745 net of taxes as of December 31, 2014, are expected to be recognized in cost of services provided over the next 12 months.

Losses recognized in the Consolidated Statement of Income and the Consolidated Statement of Comprehensive Loss for derivative instruments designated as cash flow hedges for the year ended December 31, 2014 consist of:

	Loss Recognized in Other Comprehensive Income	Location of Loss Reclassified from AOCI into Income / Loss on Ineffectiveness	Loss Reclassified from AOCI into Income	Loss on Ineffectiveness Recognized in Income
Interest rate contracts	$ (23,463)	Interest expense	$ -	$ (34)
Fuel hedge contracts	(3,007)	Cost of services provided	(120)	(20)
	$ (26,470)		$ (120)	$ (54)

11. Income Taxes:

Deferred tax assets and liabilities are determined based on differences between financial reporting and tax basis of assets and liabilities, and are measured by applying enacted tax rates and laws for the taxable years in which those differences are expected to reverse. Deferred tax assets are evaluated for the estimated future tax effects of deductible temporary differences and tax operating loss carryovers. A valuation allowance is recorded when it is more-likely-than-not that a deferred tax asset will not be realized.

The components of income tax benefit are as follows as of December 31, 2014:

Current:	
Federal	$ 3,963
State	218
	4,181
Deferred	
Federal	(20,986)
State	296
Total Deferred	(20,690)
Total income tax benefit	$ (16,509)

Income tax benefit differs from the amount computed at the federal statutory corporate tax rate as of December 31, 2014 as follows:

Federal tax at 35% statutory rate	$ (23,951)
State tax, net of federal tax benefit	(2,480)
Tax effect of:	
Equity-based compensation	913
Transaction costs	4,881
Non-deductible promotional and entertainment expense	863
Tax benefit of previous uncertain tax position	(713)
Fuel tax credit and other credits	(773)
Change in state deferred tax rate	4,949
Other, net	(198)
Income tax benefit	$ (16,509)

The components of the Company's net deferred tax asset and liability accounts resulting from temporary differences between the tax and financial reporting basis of assets and liabilities are as follows:

	December 31, 2014
Deferred tax assets:	
Current deferred tax assets:	
Self-insurance reserves	$ 8,197
Payroll-related accruals	9,698
Other accrued expenses	3,665
Allowance for doubtful accounts	2,491
NOL carryforward	176
Tax credit carryforward	603
Charitable contributions	157
Other current assets	5,006
Total current deferred tax assets	29,993
Non-current deferred tax assets:	
Interest rate swaps	10,336
Self-insurance reserves	17,800
Deferred charges	5,041
Deferred compensation	5,314
Deferred rent	257
Property and equipment	237
Other non-current assets	1,181
Total non-current deferred tax assets	40,166
Valuation allowance	(210)
Total deferred tax assets	$ 69,949
Deferred tax liabilities:	
Current deferred tax liabilities:	
Incidental materials	$ 11,754
Deferred income	8,101
Total current deferred tax liabilities	19,855
Non-current deferred tax liabilities:	
Intangibles	258,684
Property and equipment	49,195
Prepaids	2,332
Goodwill	1,668
OID and other non-current	328
Total non-current deferred tax liabilities	312,207
Total deferred tax liabilities:	$332,062

The Company has federal income tax credits of $603 which will expire in 2033-2034 and a state income tax NOL of $176 which expires in 2024. The Company believes that is more likely than not that the benefit from the NOL and tax credits will be realized.

The Company has a liability of $1,341 for uncertain tax positions. There will be an impact to the Company's effective rate to the extent the unrecognized tax benefits are ultimately recognized. The Company does not expect to recognize any of the unrecognized tax benefit in the next year.

The following table represents a reconciliation of the Company's total unrecognized tax benefits balances for the year ended December 31, 2014:

Beginning of period	$ 817
Decreases as a result of tax positions taken in a prior period	(806)
Increases as a result of tax positions taken in a prior period	1,453
End of period	$ 1,464

No interest or penalties were accrued for the year ended December 31, 2014. The Company files income tax returns in the U.S. federal jurisdiction and various state and local jurisdictions. The Company's returns are no longer subject to U.S. federal tax examinations for years before 2011.

The Company is undertaking a tax study of costs associated with the Acquisition. Management has estimated the tax deductibility of these costs in the tax provision included in the Consolidated Statement of Operations and its deferred tax assets and liabilities included in the Consolidated Balance Sheet based on the best information available to it at the time. Once the tax study is complete, any changes to these estimates may result in a change to the Company's effective tax rate in the period that the study is finalized.

12. Leases:

***Capital Lease Obligations*:**

The Company has capital lease obligations for certain management vehicles. The terms of the leases range from 4 to 5 years.

Future minimum lease payments under capital lease obligations as of December 31, 2014 are as follows:

Future minimum lease payments:	
Year ending December 31:	
2015	$ 4,816
2016	1,582
2017	870
2018	469
2019	105
Total	7,842
Less: executory costs	78
Net minimum lease payments	7,764
Less: amount representing interest	296
Present value of net minimum lease payments	7,468
Less: current portion	4,615
Capital lease obligations	$ 2,853

***Operating Leases*:**

The Company is committed under various operating leases for buildings and equipment with terms ranging from month-to-month to ten years. Most of the leases contain customary renewal options and escalation clauses. Lease expense was $22,497 for the year ended December 31, 2014 and is included in selling, general and administrative expenses in the accompany Statement of Operations. Lease expense includes amounts paid to certain related parties (see Note 17).

Minimum annual lease payments under non-cancelable, operating leases are as follows:

2015	$ 17,398
2016	13,042
2017	9,781
2018	7,126
2019	4,917
Thereafter	9,066
Total	$ 61,330

13. Employee Benefit Plans:

401(k) Plan

The Company has voluntary, defined contribution, qualified retirement plans covering approximately 80% of its employees. The Company's contribution was $2,153 for the year ended December 31, 2014 and, depending on whether the participant is legacy Brickman or ValleyCrest, is equal to 50% of participant voluntary contributions not in excess of 5% of participant compensation or 25% of participant voluntary contributions not in excess of 6% of participant compensation, respectively. The Company's contribution is included in selling, general and administrative expenses in the accompanying Consolidated Statement of Operations.

Deferred Compensation Plan

A non-qualified deferred compensation plan is available to certain executives. Under the plan, participants may elect to defer up to 70% of their compensation. The Company invests the deferrals in participant-selected diversified investments that are held in a Rabbi Trust and which are classified with other assets. Compensation expense is recorded in General and Administrative expense on the Company's Consolidated Statement of Operations based on the change in the deferred compensation obligation related to earnings credited to participants as well as changes in the fair value of diversified investments. The net increase in compensation expense recorded in selling, general and administrative expense for the year ended December 31, 2014 was $656.

The diversified investments held in the trust were $10,806 as of December 31, 2014, and are recorded at their fair value, based on quoted market prices. These investments are considered trading securities and therefore the changes in the fair value of the diversified assets are included in other income and expenses, net in the accompanying Consolidated Statement of Operations. The Company recorded an investment gain for the year ended December 31, 2014 of $656.

Multi-employer Pension Plans

Certain designated craftsmen employed by one of the Company's subsidiaries are participants in multi-employer collective bargaining agreements, which represent approximately 38% of the Company's labor force at December 31, 2014. These agreements provide defined benefit pension plans for these employees. Contributions to such plans are determined in accordance with the provisions of negotiated labor contracts and are generally based on the number of hours worked. The Company contributed approximately $1,655 to these plans for the period July 1, 2014 through December 31, 2014.

Risks of participating in a multi-employer plan differs from single-employer plans for the following reasons: (1) assets contributed to a multi-employer plan by one employer may be used to provide benefits to employees of other participating employers; (2) if a participating employer stops contributing to the plan, the unfunded obligations of the plan may be borne by the remaining participating employers; and (3) if a participating employer stops participating, it may be required to pay those plans an amount based on the unfunded status of the plan, referred to as the withdrawal liability. The Company has no intention of withdrawing from any multi-employer plans or taking any other action that could result in an effective termination or reportable event for any of the plans.

Each multi-employer plan in which we participate has a certified zone status as currently defined by the Pension Protection Act of 2006. The zone status is based on information provided to us and other participating employers by each plan and is certified by the plan's actuary. The following are descriptions of the zone status types based on criteria established under the Internal Revenue Code (IRC):

- "Red" Zone – Plas has been determined to be in "critical status" and is generally less than 65% funded. A rehabilitation plan, as required under the IRC, must be adopted by plans in the "red" zone. Plan participants may be responsible for the payment of surcharges, in addition to the contribution rate specified in the applicable collective bargaining agreement, for a plan in "critical status", in accordance with the requirements of the IRC.
- "Yellow" Zone – Plan has been determined to be in "endangered status" and is generally less than 80% funded. A funding improvement plan, as required under the IRC, must be adopted.
- "Green" Zone – Plan has been determined to be neither in "critical status" nor in "endangered status", and is generally at least 80% funded.

All plans we participate in are either in the "green" zone or, for those funds in the "yellow" zone, have developed appropriate funding improvement plans, as required under the IRC. The following table summarizes the status of all plans in which The Company participates, as well as the contributions made to each plan:

Pension Plan Legal Name	Employer Identification Number/Plan Number	Zone Status	2014 Contributions
Construction Industry and Laborers Joint Pension Fund	88-0135695-001	Yellow	$ 29
Construction Laborers' Pension Trust Fund for Southern California	43-6159056-001	Green	206
Excavators Union Local 731 Pension Fund	13-1809825-002	Green	121
International Union of Operating Engineers Local 4 Pension Plan	04-6013863-001	Green	106
Laborers Pension Trust Fund for Northern California	94-6277608-001	Yellow	335
Massachusetts Bricklayers and Mason Pension Fund	04-6128039-001	Yellow	79
Massachusetts Laborers Pension Fund	04-6128298-001	Yellow	356
Plumbers and Pipefitters National Pension Fund	51-6108443-001	Green	253
San Diego County Construction Laborers' Pension Trust Fund	95-6090541-001	Green	144
All other Funds			26
Total Pension Plan Contributions			$ 1,655

14. Capital Structure:

At December 31, 2014, all of the Company's common stock is held by the Parent. The Parent issues ownership units to investors, including certain management employees. During 2014, the Company paid $1,364 of capital issuance costs in connection with the equity issued as part of the Merger. In addition, during 2014 the Company received $4,100 of new capital as a result of the Parent's issuance of equity to certain management employees. Since the Parent is a holding company, it relies on the Company to satisfy the Parent's obligations for any equity units called for redemption. The Parent redeems vested units at their then fair market value primarily upon the termination of management employees. When the Parent's units are redeemed, the Company makes a distribution to the Parent in order to fund the redemption. There were distributions to the Parent of $4,679 to fund redemptions of Parent units during the year ended December 31, 2014.

15. Equity-Based Compensation:

The Company has a Management Equity Incentive Plan ("the Plan") under which the Parent may award up to 23,145 Class B Profits Interest Units ("B Units") to employees of the Company. The units generally vest over a five year vesting period with 50% of vesting contingent on certain performance criteria of the Company.

The following table summarizes the activity for the Plan for the year ended December 31, 2014:

Outstanding at January 1, 2014	--
Granted	18,765
Less: Redeemed units	--
Less: Forfeited units	1,432
Outstanding at December 31, 2014	17,333

There were 5,812 B Units available for future grants under the Plan at December 31, 2014. The fair value of each B Unit is determined using an option pricing model at the grant date. The Company recognized $2,609 in equity-based compensation expense for the year ended December 31, 2014. The resulting charge increased additional paid in capital by the same amount. Total unrecognized compensation cost related to B Units was $16,440 as of December 31, 2014, which is expected to be recognized over a weighted average period of 4.3 years.

The Parent redeems vested B Units at their then fair market value primarily upon termination of management employees, at which time the employee also forfeits any unvested B Units. As of December 31, 2014, no B Units had yet vested, so there were no related distributions during the year.

16. Commitments and Contingencies:

Risk Management:

The Company carries general liability, vehicle liability, workers' compensation, professional liability, directors and officers liability, and employee health care insurance policies. In addition, the Company carries umbrella liability insurance policies to cover claims over the liability limits contained in the primary policies. The Company's insurance programs for workers' compensation, general liability, vehicle liability and employee health care for certain employees contain self-insured retention amounts. Claims that are not self-insured as well as claims in excess of the self-insured retention amounts are insured. The Company uses estimates in the determination of the required reserves. These estimates are based upon calculations performed by third-party actuaries, as well as examination of historical trends, and industry claims experience. The Company's reserve for unpaid and incurred

but not reported claims under these programs at December 31, 2014 was $68,523, of which $21,904 is classified in current liabilities and $46,619 is classified in non-current liabilities in the accompanying Consolidated Balance Sheet. While the ultimate amount of these claims is dependent on future developments, in management's opinion, recorded reserves are adequate to cover these claims.

Litigation Contingency

On October 8, 2013, the Company was served with a class action lawsuit claiming FLSA and Pennsylvania Minimum Wage Act violations related to payment of overtime wages for a certain class of worker. In addition, the Company is party to various other legal actions. Generally, these actions involve claims for personal injury and property damage incurred in connection with operations. In view of the inherent difficulty of predicting the outcome of such matters, the Company is unable to reasonably estimate a range of the possible losses on many of these legal actions; however the Company believes any losses would not be reasonably likely to have a material adverse effect on the consolidated financial statements. An unfavorable outcome in any of these matters could have a material adverse effect on the Company's consolidated financial statements. For all legal matters, an estimated liability is established in accordance with the loss contingencies accounting guidance, and as of December 31, 2014, the Company had a reserve for the ultimate settlement of litigation matters, excluding self-insured claims as discussed above, in the amount of $5,178. This reserve is included in accrued expenses in the accompanying Consolidated Balance Sheet.

17. Related Party Transactions:

The Company leases certain properties from entities owned by certain employees and unit holders of the Parent, each under leases with terms of two to ten years. Total rental expense paid on these leases for the year ended December 31, 2014 was $2,064 and is included in selling, general and administrative expenses in the Consolidated Statement of Operations. There were no amounts due to or from any of the employees and unit holders as of December 31, 2014.

The Company owns and operates an airplane that executives and employees use for business-related travel. Certain executives and unit holders use the airplane for personal travel and reimburse the Company for such use. The aggregate amount billed to executives and unit holders for personal travel for the year ended December 31, 2014 was $85, which is recorded in selling, general and administrative expenses in the Consolidated Statement of Operations.

The Company makes advances to management employees under certain circumstances, generally in connection with the employee's relocation. The amount due from employees was $87 at December 31, 2014 and is included in other assets. The notes have various terms and conditions, though generally are non-interest bearing and are due upon the earlier of the employee's termination date, any payments to the employee related to his or her unit interests in the Parent, or the date of sale of his or her principal residence. Each loan is collateralized by the employee's primary residence or his or her unit interests in the Parent.

The Company paid KKR for certain transaction costs related to the Merger, including debt issuance costs of $2,928 and other transaction expenses of $5,650. Additionally, the Company paid $2,025 of transaction costs to MSD Capital ("MSD"), a Parent unit holder as a result of the Merger.

The Company has a management services agreement with KKR and MSD, entered into at the time of the Acquisition and Merger (see Notes 2 and 3). Under the terms of the agreement, KKR and MSD provide management, consulting and financial services to the Company in exchange for an annual advisory fee in an amount equal to 1% of prior year Adjusted EBITDA, as defined in the Company's Credit Agreement. Fees associated with this agreement for the year ended December 31, 2014 were $1,517. Additionally, the Company paid $1,074 of advisory and professional fees to KKR related to the integration. All of these fees are included in selling, general and administrative expenses in the Consolidated Statement of Operations.

18. Supplemental Cash Flow Information:

	December 31, 2014
Cash paid for income taxes	$ 19,360
Cash paid for interest	$ 63,658
Noncash operating activities:	
Increase in liabilities due to unrealized losses on fuel hedges	$ (3,111)
Noncash investing activities:	
Equipment acquired under capital lease obligations	$ 620
PP&E additions included in accrued expenses	$ 1,079
Noncash financing activities:	
Increase in liabilities due to unrealized losses on interest rate swaps	$ (23,496)

Changes in operating assets and liabilities, net of businesses acquired are as follows:

	December 31, 2014
Accounts receivable, net	$ 5,563
Unbilled and deferred revenue	11,716
Inventories	(6,488)
Other current and non-current assets	(23,993)
Income tax receivables	(16,988)
Accounts payable	(8,220)
Accrued expenses and other liabilities	(7,053)
Total	$ (45,463)

19. Supplemental Balance Sheet Information:

Accrued expenses and other current liabilities in the accompanying consolidated balance sheet consists of the following as of December 31, 2014:

Payroll-related accruals	$ 40,496
Accrued operating expenses	46,810
Litigation and other contingencies	5,178
Sales and other taxes	2,741
Fuel hedge liability	6,944
Total	$ 102,169

20. Subsequent Events:

Subsequent events are events or transactions that occur after the balance sheet date but before financial statements are issued. The Company evaluated events through May 3, 2015 and concluded that no subsequent events occurred during the period.

ValleyCrest Holding Co. and Subsidiaries

CONSOLIDATED FINANCIAL STATEMENTS

ValleyCrest Holding Co. and Subsidiaries
Years Ended April 30, 2014 and 2013
With Report of Independent Auditors

ValleyCrest Holding Co. and Subsidiaries

Consolidated Financial Statements

Years Ended April 30, 2014 and 2013

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Report of Independent Auditors

The Board of Directors and Stockholders
ValleyCrest Holding Co.

We have audited the accompanying consolidated financial statements of ValleyCrest Holding Co. and Subsidiaries, which comprise the consolidated balance sheets as of April 30, 2014 and 2013, and the related consolidated statements of operations, other comprehensive income (loss), stockholders' equity and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in conformity with U.S. generally accepted accounting principles; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free of material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

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Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the consolidated financial position of ValleyCrest Holding Co. and Subsidiaries at April 30, 2014 and 2013, and the consolidated results of their operations and their cash flows for the years then ended in conformity with U.S. generally accepted accounting principles.

Ernst & Young LLP

August 29, 2014

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ValleyCrest Holding Co. and Subsidiaries

Consolidated Balance Sheets

	April 30	
	2014	**2013**
Assets		
Current assets:		
Cash	**$ 32,899,000**	$ 4,850,000
Investments and escrowed retention	**1,341,000**	686,000
Receivables:		
Trade receivables, less allowance for doubtful accounts of $2,325,000 and $1,885,000 at April 30, 2014 and 2013, respectively	**155,316,000**	129,119,000
Notes receivable	**679,000**	954,000
Other receivables	**2,028,000**	1,941,000
Total receivables	**158,023,000**	132,014,000
Costs and estimated earnings in excess of billings on uncompleted contracts	**6,965,000**	10,262,000
Inventories	**21,914,000**	15,688,000
Prepaid expenses	**3,286,000**	3,001,000
Deferred tax assets, net	**–**	2,689,000
Total current assets	**224,428,000**	169,190,000
Property and equipment, at cost:		
Land	**46,239,000**	46,267,000
Buildings and improvements	**44,331,000**	42,584,000
Landscape equipment	**121,329,000**	115,664,000
Office equipment and furniture	**13,802,000**	11,883,000
Autos and equipment under capital leases	**9,819,000**	9,093,000
	235,520,000	225,491,000
Less accumulated depreciation and amortization	**(149,236,000)**	(141,136,000)
Property and equipment, net	**86,284,000**	84,355,000
Goodwill	**366,525,000**	366,525,000
Intangible assets, net of accumulated amortization of $94,708,000 and $85,909,000 at April 30, 2014 and 2013, respectively	**111,038,000**	113,787,000
Notes receivable and other long-term assets	**7,591,000**	17,261,000
Total assets	**$ 795,866,000**	$ 751,118,000

	April 30	
	2014	2013
Liabilities and stockholders' equity		
Current liabilities:		
Current maturities of long-term debt	**$ 3,950,000**	$ 4,194,000
Accounts payable, including amounts retained from subcontractors of $2,116,000 and $2,266,000 at April 30, 2014 and 2013, respectively	**52,594,000**	34,434,000
Accrued liabilities	**68,083,000**	54,183,000
Capital lease obligations, short term	**2,287,000**	2,134,000
Billings in excess of costs and estimated earnings on uncompleted contracts	**35,168,000**	20,927,000
Deferred tax liabilities	**7,222,000**	–
Income taxes payable	**4,958,000**	122,000
Other current liabilities	**11,000**	456,000
Total current liabilities	**174,273,000**	116,450,000
Long-term debt, excluding current maturities	**258,840,000**	268,538,000
Deferred tax liabilities	**63,053,000**	69,843,000
Capital lease obligations, long-term	**2,046,000**	3,633,000
Other long-term liabilities	**9,142,000**	10,029,000
Commitments and contingencies		
Stockholders' equity:		
Voting common stock, $.01 par value; authorized 1,990,000 shares; 870,284 and 869,949 shares issued and outstanding at April 30, 2014 and 2013, respectively	**9,000**	9,000
Convertible preferred stock, $.01 par value; authorized 2,180 shares; 2,143 shares issued and outstanding	**–**	–
Accumulated other comprehensive income (loss)	**501,000**	(1,592,000)
Additional paid-in capital	**286,704,000**	286,356,000
Retained earnings (accumulated deficit)	**1,298,000**	(2,148,000)
Total stockholders' equity	**288,512,000**	282,625,000
Total liabilities and stockholders' equity	**$ 795,866,000**	$ 751,118,000

See accompanying notes.

ValleyCrest Holding Co. and Subsidiaries

Consolidated Statements of Operations

	Year Ended April 30	
	2014	**2013**
Revenues	**$1,052,731,000**	$ 903,951,000
Cost of revenues	**825,913,000**	703,970,000
Gross profit	**226,818,000**	199,981,000
Selling, general, and administrative expenses	**183,988,000**	172,482,000
Operating profit	**42,830,000**	27,499,000
Other income (expense):		
Loss on sale of assets	–	(269,000)
Interest income	**216,000**	164,000
Interest expense and other	**(29,231,000)**	(31,050,000)
Equity in (loss) profit of unconsolidated joint venture	**(128,000)**	128,000
Income (loss) before income taxes	**13,687,000**	(3,528,000)
Income tax expense (benefit)	**7,392,000**	(1,484,000)
Net income (loss)	**$ 6,295,000**	$ (2,044,000)

See accompanying notes.

ValleyCrest Holding Co. and Subsidiaries

Consolidated Statements of Other Comprehensive Income (Loss)

	Year Ended April 30	
	2014	**2013**
Net income (loss)	**$ 6,295,000**	$ (2,044,000)
Other comprehensive income (loss) before tax:		
Unrealized gains (losses) on fuel hedge and other available-for-sale investments	**654,000**	(449,000)
Unrealized increase in value of interest rate swap	**2,162,000**	5,654,000
Unrealized increase in value of interest rate cap	**396,000**	–
Other comprehensive income before taxes	**3,212,000**	5,205,000
Income tax expense related to items of other comprehensive income	**1,119,000**	1,400,000
Other comprehensive income, net of taxes	**2,093,000**	3,805,000
Comprehensive income	**$ 8,388,000**	$ 1,761,000

See accompanying notes.

ValleyCrest Holding Co. and Subsidiaries

Consolidated Statements of Stockholders' Equity

	Voting Common Stock		Preferred Stock		Accumulated Other Comprehensive Income (Loss)	Additional Paid-In Capital	(Accumulated Deficit) Retained Earnings	Total Stockholders' Equity
	Shares	Amount	Shares	Amount				
Balance at April 30, 2012	870,188	$ 9,000	2,143	$ –	$ (5,397,000)	$ 285,996,000	$ 2,479,000	$ 283,087,000
Stock-based compensation	–	–	–	–	–	431,000	–	431,000
Preferred stock dividends	–	–	–	–	–	–	(2,583,000)	(2,583,000)
Repurchase of common stock	(239)	–	–	–	–	(71,000)	–	(71,000)
Unrealized losses on fuel hedge and available-for-sale investments, net of tax benefit of $58,000	–	–	–	–	(507,000)	–	–	(507,000)
Unrealized increase in value of interest rate swap, net of taxes of $1,342,000	–	–	–	–	4,312,000	–	–	4,312,000
Net loss	–	–	–	–	–	–	(2,044,000)	(2,044,000)
Balance at April 30, 2013	869,949	9,000	2,143	–	(1,592,000)	286,356,000	(2,148,000)	282,625,000
Stock-based compensation	–	–	–	–	–	448,000	–	448,000
Preferred stock dividends	–	–	–	–	–	–	(2,849,000)	(2,849,000)
Repurchase of common stock	(355)	–	–	–	–	(100,000)	–	(100,000)
Unrealized gains on fuel hedge and available-for-sale investments, net of tax benefit of $218,000	–	–	–	–	436,000	–	–	436,000
Unrealized increase in value of interest rate swap, net of taxes of $762,000	–	–	–	–	1,400,000	–	–	1,400,000
Unrealized increase in value of interest rate cap, net of taxes of $139,000	–	–	–	–	257,000	–	–	257,000
Net income	–	–	–	–	–	–	6,295,000	6,295,000
Balance at April 30, 2014	869,594	$ 9,000	2,143	$ –	$ 501,000	$ 286,704,000	$ 1,298,000	$ 288,512,000

See accompanying notes.

ValleyCrest Holding Co. and Subsidiaries

Consolidated Statements of Cash Flows

	Year Ended April 30	
	2014	2013
Operating activities		
Net income (loss)	$ 6,295,000	$ (2,044,000)
Adjustments to reconcile net income (loss) to net cash provided by operating activities:		
Allowance for doubtful accounts	1,586,000	324,000
Depreciation and amortization	23,943,000	30,184,000
Debt discount	6,034,000	1,673,000
Deferred taxes	3,121,000	(2,979,000)
Tax expense of unrealized gain on interest rate swap, swaption, and other investments	(1,119,000)	(1,398,000)
Equity in loss (profit) of unconsolidated joint venture	128,000	(128,000)
Stock-based compensation	448,000	431,000
Changes in operating assets and liabilities:		
Investments and escrowed retention	(2,000)	1,052,000
Receivables	(27,870,000)	(21,162,000)
Costs and estimated earnings in excess of billings on uncompleted contracts	3,296,000	(2,263,000)
Inventories	(6,225,000)	(3,195,000)
Prepaids and other assets	(10,938,000)	(3,717,000)
Accounts payable and accrued liabilities	32,063,000	3,986,000
Billings in excess of costs and estimated earnings on uncompleted contracts	14,241,000	6,307,000
Income taxes payable/receivable	4,837,000	1,397,000
Other liabilities	(3,058,000)	(2,506,000)
Net cash provided by operating activities	46,780,000	5,962,000
Investing activities		
Issuance of notes receivable	–	(547,000)
Collection of notes receivable	593,000	71,000
Purchases of property and equipment, net of disposals	(15,487,000)	(7,500,000)
Acquisitions	–	(207,000)
Long-term certificates of deposit used to collateralize outstanding letters of credit	12,240,000	(12,240,000)
Net cash used in investing activities	(2,654,000)	(20,423,000)
Financing activities		
Repayment of long-term debt	(59,327,000)	(89,105,000)
Proceeds from issuance of long-term debt	43,350,000	97,500,000
Repurchase of common stock	(100,000)	(71,000)
Net cash (used in) provided by financing activities	(16,077,000)	8,324,000
Net change in cash	28,049,000	(6,137,000)
Cash at beginning of year	4,850,000	10,987,000
Cash at end of year	$ 32,899,000	$ 4,850,000
Supplemental disclosures of cash flow information		
Cash paid during the year for:		
Interest	$ 18,845,000	$ 30,291,000
Income taxes paid, net	$ 1,150,000	$ 2,855,000
Supplemental disclosures of noncash activity		
Accrued preferred dividends	$ 2,849,000	$ 2,583,000
Unrealized (gains) losses on fuel hedge and other investments	$ (654,000)	$ 449,000
Increase in other long-term liability due to unrealized gain on interest rate cap	$ (396,000)	$ –
Increase in other long-term liability due to unrealized gain on interest rate swap	$ (2,162,000)	$ (5,654,000)
Correction of tax affect on goodwill and deferred tax liabilities	$ –	$ (2,993,000)

See accompanying notes.

ValleyCrest Holding Co. and Subsidiaries

Notes to Consolidated Financial Statements

April 30, 2014

1. Description of Business

ValleyCrest Holding Co. and Subsidiaries (the Company) is a Delaware corporation and was incorporated on August 16, 2006, pursuant to an Agreement and Plan of Merger between the Company and E.I.I. Holding Co. The Company, comprised of former shareholders of E.I.I. Holding Co. and a private equity investment firm, was formed to acquire the stock of E.I.I. Holding Co., which it did through a merger on October 4, 2006 (effective October 1, 2006, inception). The Company is a privately owned landscape horticultural services company located in the United States and operates under five main business divisions. The Landscape Division builds landscape projects and operates its business under the name of ValleyCrest Landscape Development, Inc. The Maintenance Division performs complete landscape maintenance services and operates its business under the name of ValleyCrest Landscape Maintenance, Inc. U.S. Lawns, Inc. sells landscape maintenance franchises. The Nursery Division grows, preserves, and sells trees under its nursery business and operates its business under the name of Valley Crest Tree Co. The Golf Division, which maintains golf courses, operates its business under the name of ValleyCrest Golf Course Maintenance, Inc.

On June 30, 2014, the Company subsequently merged with Brickman Parent L.P., as stated in Note 15, Subsequent Events.

2. Summary of Significant Accounting Policies

The following accounting policies represent the significant accounting policies followed in preparing the accompanying consolidated financial statements.

Basis of Presentation

The consolidated financial statements for fiscal 2014 and 2013 include the accounts of the Company and its wholly owned subsidiaries reported in accordance with U.S. generally accepted accounting principles. All significant intercompany balances and transactions have been eliminated in consolidation.

Correction of Prior Period Error

Subsequent to the issuance of the Company's consolidated financial statements as of and for the year ended April 30, 2011, the Company determined that goodwill and deferred tax liabilities in the consolidated balance sheet were overstated by $2,993,000. This error resulted from the misapplication of purchase accounting in connection with an acquisition of a business during

2. Summary of Significant Accounting Policies (continued)

fiscal year 2011. This prior period error has been corrected by reducing goodwill and deferred tax liabilities by $2,993,000 in the Company's consolidated balance sheets as of April 30, 2013, presented herein. This correction of a prior period error was not considered material to the prior year consolidated balance sheet and had no effect on the Company's consolidated statements of operations, other comprehensive income (loss), stockholders' equity or cash flows as of April 30, 2013, and for the year then ended.

Operating Cycle

Consolidated balance sheet accounts expected to be paid or received within one year are classified as current. Assets and liabilities relating to long-term contracts are included in current assets and current liabilities in the accompanying consolidated balance sheets since they will be realized or liquidated in the normal course of contract completion, although completion may require more than one year.

Concentration of Credit Risk

The Company maintains its cash at one of the nation's largest insured banking institutions. The combined account balances at this institution periodically exceed FDIC insurance coverage, and as a result, there is a concentration of credit risk related to amounts in excess of FDIC insurance coverage. The Company has not experienced any losses related to uninsured cash balances to date and believes such risk is not significant.

Investments and Escrowed Retention

The Company accounts for investments as available-for-sale securities. Available-for-sale securities are recorded at fair value based on quoted market prices. Unrealized gains and losses are excluded from earnings and are reported as a separate component of accumulated other comprehensive income or loss included in stockholders' equity until realized. A decline in fair value of any available-for-sale security below cost that is deemed to be other-than-temporary results in a reduction of the carrying amount to fair value. The impairment is charged to earnings and a new cost basis for the security is established. The cost of marketable securities sold is based on the specific identification method.

2. Summary of Significant Accounting Policies (continued)

Escrowed retention accounts consist of investments held by third-party trustees in escrowed accounts. The escrowed accounts represent the retention receivable related to certain construction contracts. The Company's access to these funds is granted by the terms of the escrow agreements upon completion of the construction contracts.

Trade Receivables

Trade receivables are recorded at the invoiced amount and do not bear interest. The allowance for doubtful accounts is the Company's best estimate of the amount of probable credit losses in the Company's existing trade receivables. The Company determines the allowance based on historical experience of expected collections. The Company reviews its allowance for doubtful accounts on a quarterly basis. Account balances are charged off against the allowance after all means of collection have been exhausted and the potential for recovery is considered remote. Trade receivables include retentions receivable of $19,518,000 and $13,291,000 at April 30, 2014 and 2013, respectively.

Inventories

Inventories, which principally represent trees, irrigation, and other landscape materials, are valued at the lower of cost (first in, first out) or market. Determining the market value of inventories involves numerous judgments, including projecting average selling prices, and sales volumes for future periods. As a result of these analyses, when market values are below the Company's costs, the Company records a charge to the cost of revenues in advance of when the inventory is actually sold. No significant charges were recorded to inventory during fiscal years 2014 or 2013.

Depreciation and Amortization

Depreciation and amortization of property and equipment and intangibles with estimated useful lives have been provided principally by use of the straight-line method over the assets' economic lives or the related lease terms, whichever is shorter. Lives used are generally as follows:

Building and improvements	5 to 33 years
Landscape equipment	3 to 5 years
Office equipment and furniture	5 to 7 years
Autos and equipment under capital leases	4 to 5 years
Intangible assets	1 to 17 years

2. Summary of Significant Accounting Policies (continued)

Depreciation and amortization expense pertaining to property and equipment was $13,558,000 and $15,977,000 for the fiscal years 2014 and 2013, respectively.

Goodwill and Intangibles

Goodwill represents the excess of costs over the fair value of the assets acquired, including intangible assets, and the liabilities assumed. Goodwill is not amortized, but instead tested for impairment at least annually, in accordance with the provisions of Accounting Standards Codification (ASC) 350, *Goodwill and Other Intangible Assets.*

Goodwill is tested annually for impairment as of February 1 and is tested for impairment more frequently if events and circumstances indicate that the asset might be impaired. An impairment loss is recognized to the extent that the carrying amount exceeds the asset's fair value. This determination is made at the reporting unit level and consists of two steps. First, the Company determines the fair value of a reporting unit and compares it to its carrying amount. Second, if the carrying amount of a reporting unit exceeds its fair value, an impairment loss is recognized for any excess of the carrying amount of the reporting unit's goodwill over the implied fair value of that goodwill. The implied fair value of goodwill is determined by allocating the fair value of the reporting unit in a manner similar to a purchase price allocation, in accordance with ASC 805, *Business Combinations*. The residual fair value after this allocation is the implied fair value of the reporting unit goodwill.

2. Summary of Significant Accounting Policies (continued)

Goodwill and Intangibles

Intangibles are comprised of the following:

	April 30	
	2014	**2013**
Backlog	**$ 15,900,000**	$ 15,900,000
Covenants not to compete	**205,000**	205,000
Leasehold improvements	**11,800,000**	11,800,000
Customer contracts	**73,405,000**	73,405,000
U.S. Lawns, Inc. franchises	**5,100,000**	5,100,000
Trademarks	**88,700,000**	88,700,000
Other	**10,636,000**	4,586,000
	205,746,000	199,696,000
Accumulated amortization	**(94,708,000)**	(85,909,000)
Intangibles, net	**$ 111,038,000**	$ 113,787,000

Amortization expense pertaining to intangibles and other assets, such as software, was $10,385,000 and $14,207,000 for the fiscal years 2014 and 2013, respectively.

The expected amortization expense of intangible assets for the next succeeding five fiscal years is as follows:

Year ending April 30:	
2015	$ 7,059,000
2016	5,161,000
2017	2,833,000
2018	1,722,000
2019	1,494,000
	$ 18,269,000

2. Summary of Significant Accounting Policies (continued)

Long-Lived Assets

In accordance with ASC 360, *Accounting for the Impairment or Disposal of Long-Lived Assets*, long-lived assets, such as property and equipment, and intangibles subject to amortization, are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Recoverability of assets to be held and used is measured by a comparison of the carrying amount of an asset to estimated undiscounted future cash flows expected to be generated by the asset. If the carrying amount of an asset exceeds its estimated future cash flows, an impairment charge is recognized by the amount by which the carrying amount of the asset exceeds the fair value of the asset. Assets to be disposed of would be separately presented in the consolidated balance sheets and reported at the lower of the carrying amount or fair value less costs to sell, and no longer depreciated. The assets and liabilities of a disposal group classified as held for sale would be presented separately in the appropriate asset and liability sections of the consolidated balance sheets.

Investment in Unconsolidated Joint Venture

The Company accounts for its investment in an unconsolidated joint venture under the equity method in accordance with ASC 323, *Investments-Equity Method and Joint Ventures*. The Company's equity method investment as of April 30, 2014 and 2013, was $0.7 million and $0.8 million, respectively, and is included in notes receivable and other long-term assets on the consolidated balance sheets. For the years ended April 30, 2014 and 2013, the Company recognized equity (loss) income in the unconsolidated joint venture of ($128,000) and $128,000, respectively. The underlying activity of the unconsolidated joint venture is not considered significant, thus the condensed financial information is not disclosed in these notes to the Company's financial statements.

Income Taxes

The Company files a consolidated federal income tax return and multiple combined state tax returns with its various subsidiaries. Additionally, certain of the Company's subsidiaries file separate state income tax returns in the state in which they operate. The consolidated group allocates income taxes to its subsidiaries based upon their pretax earnings under a tax sharing arrangement.

2. Summary of Significant Accounting Policies (continued)

The Company uses the asset and liability method of accounting for income taxes pursuant to ASC 740, *Accounting for Income Taxes*. Under this approach, differences between the financial statement and the tax basis of assets and liabilities are determined annually, and deferred income tax assets and liabilities are recorded for those differences that have future tax consequences. Valuation allowances are established, if necessary, to reduce the deferred tax assets to an amount that will "more-likely-than-not" be realized in future periods. Income tax expense is composed of the current tax payable or receivable for the period plus or minus the net change in deferred tax assets and liabilities.

Additionally, ASC 740-10 requires companies to determine whether it is "more than likely not" that a tax position will be sustained upon examination by the appropriate taxing authorities before any part of the benefit can be recorded in the financial statements.

Revenue Recognition

The Company recognizes landscape development contracts using the percentage-of-completion method, measured by the percentage of cost incurred to date to estimated total cost for each contract. The full amount of anticipated losses on contracts is recorded as soon as such losses can be estimated. Changes in job performance, job conditions, and estimated profitability, including final contract settlements, may result in revisions to costs and income and are recognized in the period in which the revisions are determined.

Applying the percentage-of-completion method of recognizing revenues requires the Company to estimate the outcome of its long-term contracts. The Company forecasts such outcomes to the best of its knowledge and belief of current and expected conditions, and its expected course of action. Differences between the Company's estimates and actual results often occur resulting in changes to reported revenues and earnings. Such changes could have a material effect on future consolidated financial statements.

Contract costs include all direct material and labor costs and those indirect costs related to contract performance, such as indirect labor, supplies, tools, and repairs. Selling, general, and administrative expenses are charged to expense as incurred. Claims revenue is recognized only upon resolution of the claims.

The Company records maintenance service revenue as services are performed in proportion to the costs of performance. Revenue from nursery sales is recorded when goods are delivered to the customer.

2. Summary of Significant Accounting Policies (continued)

Stock Options

The Company applies the fair-value-based method of accounting prescribed by ASC 718, *Share-Based Payment*, to account for common stock options granted to its employees. Under this method, compensation expense is measured on the date of grant as the fair value of the stock option and is recorded over the service period. A portion of the options granted will vest ratably over time or upon achieving certain performance levels. The latter amount is re-evaluated to determine the current estimate of the number of options expected to vest at each reporting period and recorded as expense (less the amount previously recorded as expense) over the remaining service period.

Interest Rate and Fuel Price Agreements

The Company follows ASC Topic 815, *Derivatives and Hedging*, as amended and interpreted, to account and report for its derivative instruments, specifically its interest rate cap and swaption, and fuel hedge agreements. As required by ASC Topic 815, the Company records all derivatives on the balance sheet at fair value. The accounting for changes in the fair value of derivatives depends on the intended use of the derivative and the resulting designation. Derivatives used to hedge the exposure to changes in the fair value of an asset, liability, or firm commitment attributable to a particular risk, are considered fair value hedges. Derivatives used to hedge the exposure to variability in expected future cash flows, or other types of forecasted transactions, are considered cash flow hedges.

The Company's objective in using derivatives is to manage its exposure to interest rate movements and changes in fuel prices. For derivatives designated as cash flow hedges, the effective portion of changes in the fair value of the derivative is initially reported in other comprehensive income (outside of earnings) and subsequently reclassified to earnings when the hedged transaction affects earnings. The ineffective portion of changes in the fair value of the derivative is recognized directly in earnings. The Company assesses the effectiveness of each hedging relationship by comparing the changes in cash flows of the derivative hedging instrument with the changes in cash flows of the designated hedged item or transaction. The fair value of these hedges is obtained through independent third-party valuation sources that use conventional valuation techniques. See Note 7 for further discussion of the Company's interest rate and fuel price risks.

2. Summary of Significant Accounting Policies (continued)

Use of Estimates

The preparation of the Company's consolidated financial statements in conformity with accounting principles generally accepted in the United States requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the consolidated balance sheet date and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from the estimates made.

Fair Values of Financial Instruments

The carrying amounts of cash, receivables, and accounts payable reported on the consolidated balance sheet approximate their fair values due to the short-term nature of the instruments. The carrying value of the Company's long term debt approximates fair value due to the variable rates of interest. Investments (i.e., available-for-sale securities) are recorded at fair value based on Level 1 indicators, or quoted market prices, where available. The fair value of the interest rate swap and fuel hedge derivative instruments are based on Level 2 indicators of inputs that are observable or can be corroborated by observable market data for the asset or liability using present value or other widely accepted valuation techniques, including discounted cash flow analysis on the expected cash flows (see also Note 7). The estimated fair values are significantly affected by the assumptions used and considerable judgment is necessary to interpret market data and develop estimated fair values. The use of different market assumptions or estimation methods may have a material effect on the estimated fair value amounts.

The Company has adopted ASC 820, *Fair Value Measurements and Disclosures*, for financial and nonfinancial assets and liabilities, which clarifies that the term fair value is intended to mean a market-based measure, not an entity-specific measure, and gives the highest priority to quoted prices in active markets in determining fair value. ASC 820 also requires disclosures about (1) the extent to which companies measure assets and liabilities at fair value, (2) the methods and assumptions used to measure fair value, and (3) the effect of fair value measures on earnings.

2. Summary of Significant Accounting Policies (continued)

Fair Values of Financial Instruments

ASC 820 establishes a fair value hierarchy that distinguishes between market participant assumptions based on market data obtained from sources independent of the reporting entity (Levels 1 and 2) and the reporting entity's own assumptions about market participant assumptions (Level 3). This hierarchy is used to measure fair value as follows:

- Level 1 inputs utilize quoted prices in active markets for identical assets or liabilities
- Level 2 inputs include quoted prices for similar assets and liabilities in active markets; quoted prices in markets that are not active; and other inputs that are observable or can be corroborated by observable market data for the asset or liability
- Level 3 inputs are unobservable inputs for the asset or liability that are supported by little or no market activity

The following table presents the fair value hierarchy for those assets and liabilities measured at fair value on a recurring basis as of April 30, 2014 and 2013 (in thousands):

	Fair Value Measurements at April 30, 2014				Fair Value Measurements at April 30, 2013			
	Level 1	Level 2	Level 3	Total	Level 1	Level 2	Level 3	Total
Assets:								
Available-for-sale securities	$ 664	$ –	$ –	$ 664	$ 629	$ –	$ –	$ 629
Interest rate cap	–	395	–	395	–	–	–	–
Fuel hedge	–	625	–	625	–	–	–	–
Total	$ 664	$ 1,020	$ –	$ 1,684	$ 629	$ –	$ –	$ 629
Liabilities:								
Interest rate swap	$ –	$ –	$ –	$ –	$ –	$ (2,162)	$ –	$ (2,162)
Fuel hedge	–	–	–	–	–	(28)	–	(28)
Total	$ –	$ –	$ –	$ –	$ –	$ (2,190)	$ –	$ (2,190)

Deferred Financing Costs

Deferred financing costs include fees and costs paid directly to lenders. These costs are recorded as a debt discount and amortized using the effective interest method over the terms of the related loans. The amortization is included in interest expense in the Company's consolidated statements of operations.

2. Summary of Significant Accounting Policies (continued)

New Accounting Standards

Income Taxes

In July 2013, the FASB issued guidance that requires entities to present an unrecognized tax benefit, or a portion of an unrecognized tax benefit, as a reduction to a deferred tax asset for a net operating loss carryforward, a similar tax loss, or a tax credit carryforward when settlement in this manner is available under the tax law and the Company intends to use the deferred tax asset for that purpose. The amendments in this update are effective for fiscal years beginning after December 15, 2013. The adoption of this guidance is not expected to have a material impact on the Company's financial position, results of operations or cash flows.

Discontinued Operations

In April 2014, the FASB issued guidance on reporting discontinued operations. The new guidance changes the criteria for determining which disposals can be presented as discontinued operations and modifies related disclosure requirements. Under the new guidance, a discontinued operation is defined as a disposal of a component or group of components that is disposed of or is classified as held for sale and represents a strategic shift that has or will have a major effect on an entity's operations and financial results. The guidance applies prospectively to new disposals and new classifications of disposal groups as held for sale after the effective date. The standard is required to be adopted in annual periods beginning on or after December 15, 2014. The adoption of this guidance is not expected to have a material impact on the Company's financial position, results of operations or cash flows.

Revenue Recognition

In May 2014, the FASB issued an amendment to the accounting guidance related to revenue recognition. The amendment was the result of a joint project between the FASB and the International Accounting Standards Board (IASB) to clarify the principles for recognizing revenue and to develop common revenue standards for U.S. GAAP and International Financial Reporting Standards (IFRS). To meet those objectives, the FASB is amending the FASB ASC and creating a new Topic 606, Revenue from Contracts with Customers, and the IASB is issuing IFRS 15, Revenue from Contracts with Customers. The new guidance is effective prospectively for annual periods beginning after December 15, 2016. Early application is not permitted. The Company is evaluating the impact of adopting this prospective guidance to its financial statements.

2. Summary of Significant Accounting Policies (continued)

Reclassifications

Certain 2013 balances have been reclassified to conform to the 2014 presentation which did not impact the Company's consolidated financial position or results of operations.

3. Investments and Escrowed Retention

Investments

At April 30, 2014 and 2013, respectively, the Company had investments in available-for-sale securities with a fair value of $664,000 and $629,000. These investment securities begin maturing August 19, 2013 through May 15, 2017.

Escrowed Retention

Short-term investments in money markets of retention funds held in escrow by contracting parties had a cost, which approximates fair value of $53,000 and $85,000, respectively, at April 30, 2014 and 2013.

4. Inventories

Inventories were comprised of the following:

	April 30	
	2014	**2013**
Trees	**$ 13,485,000**	$ 11,192,000
Irrigation and other landscape materials	**8,429,000**	4,496,000
	$ 21,914,000	$ 15,688,000

5. Costs and Billings on Uncompleted Contracts

Costs and billings on uncompleted contracts are summarized as follows:

	April 30	
	2014	**2013**
Costs incurred and estimated earnings on uncompleted contracts	**$ 464,489,000**	$ 407,263,000
Less billings to date	**(492,691,000)**	(417,928,000)
	$ 28,203,000	$ (10,665,000)
Included in accompanying consolidated balance sheets under the following captions:		
Costs and estimated earnings in excess of billings on uncompleted contracts	**$ 6,965,000**	$ 10,262,000
Billings in excess of costs and estimated earnings on uncompleted contracts	**(35,168,000)**	(20,927,000)
	$ 28,203,000	$ (10,665,000)

6. Long-Term Debt

Long-term debt is summarized as follows:

	April 30	
	2014	**2013**
Term Loan secured by the assets of the Company, maturing June 2019 and October 2016 for the years ending April 30, 2014 and 2013, respectively	**$ 260,690,000**	$ 269,332,000
$6.0 million promissory note, unsecured, bearing interest at 4.00% per annum, payable in four annual installments of $1.3 million with a $800,000 balloon payment at maturity in December 2015	**2,100,000**	3,400,000
	262,790,000	272,732,000
Less current maturities	**3,950,000**	4,194,000
	$ 258,840,000	$ 268,538,000

6. Long-Term Debt (continued)

Debt Outstanding as of April 30, 2014

In June 2013, the Company re-financed its term loan facility and associated revolver. The new term loan, in the amount of $265.0 million, will mature in June 2019. The interest rate on the term loan is LIBOR (with a floor of 1.00%) and a margin of 4.50%. The Company may also elect an interest rate of prime and a margin of 3.50%. The secured term loan under the Credit and Guaranty Agreement dated as of June 13, 2013 requires the Company to make quarterly principal payments equal to 0.25% of the original principal amount commencing on September 30, 2013. There are no financial covenants associated with the Credit and Guaranty Agreement. As of April 30, 2014, approximately $260.7 million, net of related discount was outstanding on the term loan at an interest rate of 5.50%.

The new revolving credit facility is for an amount not to exceed $75.0 million and has an interest rate of LIBOR with a margin of 1.75% to 2.25%. The Company may also choose an interest rate of prime interest rate with a margin of 0.75% to 1.25%. The revolver, which matures in June 2018, is an asset-based loan secured by the Company's trade accounts receivable. As of April 30, 2014, there were no outstanding borrowings under the revolving credit facility.

Under the credit facility beginning June 13, 2013, the Company must also pay an unused commitment fee equal to .375% and a letter of credit fee, for any outstanding letters of credit under the facility, equal to 1.75%. At April 30, 2014, the Company had $13.3 million in outstanding letters of credit.

Debt Outstanding as of April 30, 2013

Effective May 11, 2012, the Company and its lenders entered into the Third Amendment to its then existing Credit and Guaranty Agreement dated as of October 4, 2006. This Third Amendment among other things modified the leverage and interest coverage covenant ratios. Effective May 2012, interest rate spreads were increased 1.50%, from 4.75% to 6.25%, and the LIBOR floor remained at 1.75% (8.00% at April 30, 2013).

On December 3, 2012, the Company closed on a $38.5 million incremental term loan with $18.5 million of the proceeds used to repay the portion of the term loans which were not extended and would have matured in October 2013 (the Fourth Amendment). The balance of the proceeds was used to retire nearly all of the loans outstanding under the Company's revolving credit facility. Unamortized loan costs and fees paid to lenders in connection with this loan

6. Long-Term Debt (continued)

refinancing were not considered significant. The incremental loan had an interest rate of LIBOR (with a floor of 1.75%) and a spread of 6.25% (8.00% at April 30, 2013). No amounts were outstanding under the revolving credit facility as of April 30, 2013. The total amount outstanding on the term loans net of related discount as of April 30, 2013 was $269.3 million.

The secured term loans under the Credit and Guaranty Agreement dated as of October 4, 2006, and as amended, required the Company to make quarterly principal payments equal to .25% of the outstanding principal amount commencing July 1, 2007. In addition, the Company had to maintain a minimum interest coverage ratio and could not exceed a stated leverage ratio. There was also a maximum amount that could be incurred for capital expenditures during each year of the term loan.

The Company paid an unused commitment fee equal to .50% and a letter of credit fee equal to 2.50%. At April 30, 2013, the Company had $12.2 million in outstanding letters of credit, however these letters of credit were issued by a financial institution outside of the credit facility and were collateralized with cash which was invested in certificates of deposit that are included in other long-term assets on the consolidated balance sheet.

The refinanced and amended term loans as of April 30, 2014 and 2013, respectively, as mentioned above, were accounted for in accordance with ASC 470 as a debt modification, which requires the Company to record the amortization of fees paid to lenders as interest expense ($0.4 million and $1.7 million in fiscal years 2014 and 2013, respectively) over the term of the notes and to record the term loans net of the related discount ($2.3 million and $5.7 million as of April 30, 2014 and 2013, respectively). The face value of the Company's term loans totaled $263.0 million and $275.0 million at April 30, 2014 and 2013, respectively.

Aggregate maturities of long-term debt, including amortization of debt discount, are as follows:

Year ending April 30:	
2015	$ 3,541,000
2016	3,023,000
2017	2,203,000
2018	2,183,000
2019	2,160,000
Thereafter	249,680,000
	$ 262,790,000

7. Interest Rate and Fuel Price Risk

The Company uses interest rate derivatives to manage its risk associated with the floating interest rate on a portion of its secured term loans. During the year, the Company settled its original interest rate swap agreement due to the refinancing of its term loan facility and entered into an interest rate cap agreement on July 31, 2013. Fair value of the interest swap was $2.2 million at the settlement date, which was fully expensed and the amount of $1.4 million, net of taxes was reversed within other comprehensive income during the current year. The Company entered into an interest rate cap July 31, 2013. This is a partial cash flow hedge of future interest payments on the Company's $265,000,000 variable rate loan entered into on June 13, 2013. Under the terms of its transaction with Credit Suisse International, the Company is to receive payments from Credit Suisse on the last day of each of March, June, September and December in instances in which the 3 month LIBOR rate exceeds the cap rate of 3.00% on a notional amount of $250,000,000. The interest rate cap matures September 30, 2015. In addition, the Company has the option to enter into an interest rate swap on September 30, 2015, in which the Company will receive, on a notional amount of $150,000,000, payments from Credit Suisse, floating rate payments based on the USD-LIBOR-BBA 3 month maturities on the last day of each of March, June, September, and December commencing on December 31, 2015, terminating on September 30, 2017; and to pay to Credit Suisse fixed rate payments at 2.85% on a notional amount of $150,000,000 on those same payment dates. The Company's ability to exercise this Swaption can only be made on September 28, 2015.

Previously, the Company used an interest rate swap with a notional amount at April 30, 2013, of $106.0 million. The term of the swap was seven years, corresponding to the maturity date of the term loan with Goldman Sachs. The change in the fair market value of the swap at April 30, 2013, was an increase in value of $5.7 million, which has been recorded within long-term liabilities and other comprehensive income, net of taxes. See also Note 3, "*Fair Values of Financial Instruments.*"

The Company operates over 5,000 vehicles worldwide and is a significant consumer of fuel, primarily gasoline and some diesel. Accordingly, the Company initiated a fuel risk management approach and program in an effort to reduce the Company's exposure to volatility in the fuel markets. The Company began hedging a portion of its fuel consumption by entering into (purchasing) fuel commodity swaps. The Company began purchasing consumer swaps for U.S. retail gasoline (regular grade) in November 2009. The Company is targeting to hedge between 40% and 60% of its projected annual fuel consumption. As of April 30, 2014 and 2013, the Company has hedged approximately 50% and 52%, respectively, of its annual projected fuel consumption. The fair market value of the hedge had increased $654,000 and decreased $449,000 for the years ended April 30, 2014 and 2013, respectively.

8. Acquisitions

There were no significant acquisitions in fiscal years 2014 and 2013.

9. Income Taxes

Components of income tax expense for fiscal year 2014 are as follows:

	Current	Deferred	Total
Federal	**$ 4,443,000**	**$ 1,172,000**	**$ 5,615,000**
State	**964,000**	**813,000**	**1,777,000**
	$ 5,407,000	**$ 1,985,000**	**$ 7,392,000**

Components of income tax expense (benefit) for fiscal year 2013 are as follows:

	Current	Deferred	Total
Federal	$ 332,000	$ (2,661,000)	$ (2,329,000)
State	1,224,000	(379,000)	845,000
	$ 1,556,000	$ (3,040,000)	$ (1,484,000)

Total income tax expense (benefit) differs from the amount computed by applying the U.S. federal income tax rate of 35% for 2014 and 2013 to earnings (loss) before income taxes as follows:

	2014	2013
Computed "expected" tax benefit	**$ 4,790,000**	$ (1,235,000)
State income tax, net of federal income tax benefit	**1,440,000**	534,000
Permanent differences	**535,000**	551,000
Tax credits	**(549,000)**	(242,000)
Provision to return and other adjustments	**1,896,000**	(679,000)
Change in unrecognized tax benefits	**(720,000)**	(497,000)
Other, net	**–**	84,000
	$ 7,392,000	$ (1,484,000)

9. Income Taxes (continued)

The tax effects of temporary differences that give rise to significant portions of the deferred tax assets and deferred tax liabilities are as follows:

	April 30	
	2014	**2013**
Deferred tax assets:		
Allowance for doubtful accounts	**$ 820,000**	$ 726,000
Accrued expenses	**3,628,000**	3,602,000
Inventories	**605,000**	652,000
Net operating loss carryforwards for various state purposes	**89,000**	90,000
Stock options	**1,650,000**	1,899,000
Other, net	**21,000**	36,000
Total gross deferred tax assets	**6,813,000**	7,005,000
Less: valuation allowance	**–**	–
Total net deferred tax assets	**$ 6,813,000**	$ 7,005,000
Deferred tax liabilities:		
Nursery stock expensed for tax purposes	**$ (6,308,000)**	$ (5,350,000)
Revenue recognition for contracts on the accrual method for tax purposes	**(5,220,000)**	(4,926,000)
Property, equipment, and intangibles	**(13,694,000)**	(11,611,000)
Purchase accounting	**(50,680,000)**	(51,297,000)
Changes in accounting methods	**(538,000)**	(2,735,000)
Prepaid and recurring expenses	**(328,000)**	1,160,000
Other, net	**–**	–
Total gross deferred tax liabilities	**(76,768,000)**	(74,759,000)
Net deferred tax liabilities before net unrealized gain on investments	**(69,955,000)**	(67,754,000)
Net unrealized (gain) loss on investments	**(320,000)**	600,000
Net deferred tax liabilities	**$ (70,275,000)**	$ (67,154,000)

9. Income Taxes (continued)

In assessing the valuation of deferred tax assets, management considers whether it is more-likely-than-not that some portion or all of the deferred tax assets will not be realized. The ultimate realization of deferred tax assets is dependent upon the turnaround of deferred tax liabilities and the projection of future taxable income. The purchase price allocation for the merger resulted in net deferred tax liabilities of $82.4 million at October 1, 2006. Management has concluded that, more-likely-than-not, the net deferred tax assets as of April 30, 2014 and 2013, will be realized.

At April 30, 2014 and 2013, respectively, the Company had approximately $2.1 million and $2.2 million of net operating loss carryforwards for state income tax purposes as of April 30, 2014 and 2013. The state net operating losses will expire in various amounts beginning after 2016.

As of April 30, 2014 and 2013, the Company's liability for gross unrecognized tax benefits was $19,000 and $739,000, respectively. If recognized, $19,000 and $739,000 at April 30, 2014 and 2013, respectively, will affect the Company's effective tax rate. The Company does not have any unrecognized tax benefits that will significantly decrease or increase within 12 months of April 30, 2014 and 2013.

The Company and its subsidiaries are subject to U.S. federal, state and local income tax, and in the normal course of business, its income tax returns are subject to examination by the relevant taxing authorities. As of April 30, 2014, the 2010–2013 tax years remain subject to examination in the U.S. Federal and various state tax jurisdictions. As of April 30, 2014, the Company is currently under examination of its Federal income tax returns for the 2010–2013 tax years. Management does not anticipate the audit to result in any significant changes.

The Company's policy is to include net interest and penalties related to unrecognized tax benefits within the provision for taxes on the consolidated statements of operations. The Company had approximately $1,000 and $93,000 of net interest and penalties accrued at April 30, 2014 and April 30, 2013, respectively.

10. Employee Benefit Plans

401(k) Plan

Employees of the Company participate in a 401(k) defined contribution plan (the Plan) adopted by the Company for all employees not covered by other benefit plans under collective bargaining agreements. After a specified period of service, employees become eligible to participate in the Plan and may contribute from 2% up to 50% of their compensation to the Plan, which is tax deferred. The Company at its sole discretion may contribute a matching contribution equal to a uniform percentage of each participant's contribution, the exact percentage, if any, to be determined each year by the Company. The Company contributed $1,361,000 and $1,257,000 to the Plan in fiscal 2014 and 2013, respectively.

Multiemployer Pension Plans

Certain designated craftsmen employed by one of the Company's subsidiaries are participants in multiemployer collective bargaining agreements, which represent approximately 7% at April 30, 2014 (6% at April 30, 2013), of the Company's labor force. These agreements provide defined benefit pension plans for these employees. Contributions to such plans are determined in accordance with the provisions of negotiated labor contracts and are generally based on the number of hours worked. The Company contributed approximately $3,397,000 and $2,483,000 to these plans in 2014 and 2013, respectively.

Risks of participating in a multi-employer plan differs from single-employer plans for the following reasons: (1) assets contributed to a multi-employer plan by one employer may be used to provide benefits to employees of other participating employers; (2) if a participating employer stops contributing to the plan, the unfunded obligations of the plan may be borne by the remaining participating employers; and (3) if a participating employer stops participating, it may be required to pay those plans an amount based on the unfunded status of the plan, referred to as the withdrawal liability. The Company has no intention of withdrawing from any multi-employer plans or taking any other action that could result in an effective termination or reportable event for any of the plans.

The following table contains a summary of plan information relating to the Company's participation in multiemployer pension plans, including Company contributions for the current year, status of the multiemployer plan, and whether the plan is subject to a funding improvement, rehabilitation plan or contribution surcharges. Information has been presented separately for individually significant plans.

10. Employee Benefit Plans (continued)

Pension Plan Legal Name	Employer Identification Number Plan Number	Pension Plan Act Zone Status 2014	Expiration Date of Collective Bargaining Agreement	Funding Improvement Plan (FP) Rehabilitation Plan (RP) Pending Implemented	Surcharge Imposed
Construction Industry and Laborers Joint Pension Fund	88-0135695-001	Red	06/30/18	Yes	No
Construction Laborers' Pension Trust Fund for Southern California	43-6159056-001	Green	06/30/15	No	No
Excavators Union Local 731 Pension Fund	13-1809825-002	Green	06/30/16	No	No
International Union of Operating Engineers Local 4 Pension Fund	04-6013863-001	Green	05/31/14	No	No
Laborers Pension Trust Fund for Northern California	94-6277608-001	Yellow	06/30/12	Yes	No
Massachusetts Bricklayers and Mason Pension Fund	04-6128039-001	Yellow	12/31/18	Yes	No
Massachusetts Laborers Pension Fund	04-6128298-001	Yellow	05/31/17	Yes	No
Plumbers and Pipefitters National Pension Fund	51-6108443-001	Green	06/30/15	No	No
San Diego County Construction Laborers' Pension Trust Fund	95-6090541-001	Green	06/30/16	No	No

For the year ended April 30, 2014, our contributions to multiemployer pension plans were as follows:

Pension Plan Legal Name	Contributions
Construction Industry and Laborers Joint Pension Fund	$ 139,000
Construction Laborers' Pension Trust Fund for Southern California	390,000
Excavators Union Local 731 Pension Fund	272,000
International Union of Operating Engineers Local 4 Pension Fund	153,000
Laborers Pension Trust Fund for Northern California	860,000
Massachusetts Bricklayers and Mason Pension Fund	151,000
Massachusetts Laborers Pension Fund	590,000
Plumbers and Pipefitters National Pension Fund	449,000
San Diego County Construction Laborers' Pension Trust Fund	328,000
All Other Funds	65,000
Total Contribution	$ 3,397,000

11. Stockholders' Equity

Stock Options

In fiscal 2014, the Company did not grant any stock options. In 2013, the Company granted 2,750 options to purchase common stock to certain key employees. Fifty percent of the options vest over four years and fifty percent may vest at the end of the sixth year. The actual number of options that will vest is dependent upon achieving certain performance levels. The Company's stock options have no contractual life (i.e., do not expire). In accordance with ASC 718, compensation expense relating to the options was recognized in net income using a fair value estimate measured as of the date of the grant which incorporates assumptions regarding a number of complex and subjective variables. Under the fair value method, the estimated fair value of the options that are expected to vest is charged to income on a straight-line basis over the requisite service period. The weighted-average fair value of the options granted was $79.24 per share for the year ended April 30, 2013. Share-based compensation expense charged to fiscal 2014 and 2013 income totaled $448,000 and $431,000, respectively.

Summarized stock option activity for the year ended is as follows:

	April 30	
	2014	**2013**
Options outstanding beginning of year	**125,600**	128,850
Options granted	–	2,750
Options exercised	–	–
Options forfeited	**(9,250)**	(6,000)
Options outstanding end of year	**116,350**	125,600
Options exercisable end of year	**54,862**	56,331

11. Stockholders' Equity (continued)

Stock Options

The following assumptions were used in the valuation of stock options granted for the years ended:

	April 30	
	2014	**2013**
Expected dividend yield	–%	–%
Expected volatility	–	24.70
Risk-free interest rate	–	1.20
Expected lives	–	6 years
Weighted-average exercise price of options granted during the year and outstanding at year-end	–	$ 298.85

Preferred Stock

The Company's shareholders purchased $21.4 million of convertible preferred stock for cash during Fiscal 2011. This additional equity was used to fund certain acquisitions. Each share of the preferred stock is convertible, at the option of the holder, into common stock based upon an initial conversion price of $298.85 per share.

The shareholders of the preferred stock shall be entitled to receive, if and when declared by the Board of Directors, dividends at the rate of ten percent (10%) per annum. Such dividends began accruing in November 2010 and shall accrue on a cumulative basis, compounding every calendar quarter. Accumulated unpaid preferred dividends were $8.5 million and $5.7 million as of April 30, 2014 and 2013, respectively and are included under other long-term liabilities in the consolidated balance sheet.

12. Workers' Compensation Insurance

The Company currently maintains a deductible of $500,000 through a third-party insurance carrier in all states with respect to workers' compensation insurance. Losses are accrued and based upon the accumulation of estimates for reported losses and includes a provision, based on past experience and using actuarial assumptions, for losses incurred but not reported. The method of determining such estimates and establishing the resulting reserves is continually reviewed and updated. Any adjustments resulting therefrom are reflected in current operations. As of April 30, 2014 and 2013, using a 3.5% discount rate the Company has recorded an accrued liability for workers' compensation insurance of $10,123,000 and $5,953,000, respectively, which also reflects the timing of when workers' compensation premium payments are made. Management believes that the accrual is adequate to cover the losses incurred to date; however, this accrual is based on estimates and the ultimate liability may be more or less than the amount provided.

13. Commitments

The Company leases office facilities, acreage, and vehicles under capital and operating leases with related and nonrelated parties, which expire on various dates through March 2024. The Company is also required to pay property taxes and insurance on most of these facilities. Minimum annual capital and operating lease commitments are as follows:

	Related Parties	Nonrelated Parties	Total
Year ending April 30:			
2015	$ 3,300,000	$ 23,283,000	$ 26,583,000
2016	3,339,000	19,210,000	22,549,000
2017	2,938,000	4,332,000	7,270,000
2018	2,846,000	3,268,000	6,114,000
2019	2,787,000	1,749,000	4,536,000
Thereafter	4,342,000	1,042,000	5,384,000
	$ 19,552,000	$ 52,884,000	$ 72,436,000

Aggregate rental expense, including month-to-month rentals and equipment rentals, was approximately $35,327,000 and $29,644,000 for the years ended April 30, 2014 and 2013, respectively. Included in the above rental expense are rental payments to related parties aggregating $3,251,000 and $3,270,000 in 2014 and 2013, respectively.

13. Commitments (continued)

Depreciation expense relating to capital leased assets amounted to $2,189,000 and $2,133,000 for the years ended April 30, 2014 and 2013, respectively.

14. Contingencies

The Company is involved in litigation and various claims arising in the ordinary course of business. In the opinion of management, the ultimate disposition of these matters will not have a material adverse effect on the Company's consolidated financial statements.

15. Subsequent Events

A subsidiary of Brickman Parent L.P., the Maryland-based landscaping company, merged with ValleyCrest Holding Co., effective June 30, 2014, and the stockholders of ValleyCrest received, in exchange for their stock, cash and equity in Brickman Parent. An affiliate of KKR & Co. L.P., a leading global investment firm, owns a majority ownership of Brickman Parent and an affiliate of MSD Capital, L.P. retains a significant minority ownership interest in Brickman Parent.

The Company has performed an evaluation of subsequent events through August 29, 2014, for the consolidated financial statements for the fiscal year ended April 30, 2014.

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ValleyCrest
Golf Maintenance

ITEM 7 — GENERAL BUSINESS STATEMENT

As the current maintenance provider for the City of Concord's Diablo Creek Golf Course, our understanding of the specific work associated with the golf course is based on actual hands-on experience. Having worked closely with City of Concord staff and course leadership over the years, we have a very good understanding of the day-to-day challenges of maintaining a heavily played municipal golf course, as well as the long-term planning required, assuring continued playability necessary to be a successful operation in a competitive environment.

We develop a comprehensive agronomic plan based on results-driven technology that meets or exceeds the standards set forth in the RFP and couple that with our proprietary labor management program, VC360. The result is a quality golf course that minimizes interruption to the players by maintenance procedures that complement the City's commitment to providing an affordable and sustainable asset to be enjoyed by the community at large.

Unique to ValleyCrest Golf Maintenance, we believe that no other golf course maintenance provider can match the experience of our proven team — or our workforce of trained and highly qualified Ph.D. Agronomists, Area Directors, Superintendents, mechanics, equipment operators and crew. Additionally, our proprietary VC360 operation model trains the workforce with "Lean" practices that focus relentlessly on continuous improvement to insure safety, quality and efficiency in the work we perform. When we became your golf course maintenance partner, we committed and will continue to commit our vast resources and deep expertise to your long-term success.

We've built an accomplished team of golf course maintenance professionals, turf scientists, agronomists and irrigation specialists whose approach is team based, comprehensive and customer focused. We bring our leadership in the art, science and business of golf course maintenance to bear on each course we serve. Diablo Creek Golf Course is a valuable and complex asset. Its success, as such, depends on both the efficiency and level of golf course conditioning. Operating as a seamless team with the City of Concord, we strive to make the property beautiful as a golf course and successful as a business. We deliver day in, day out, and dollar for dollar, the best conditioned golf course possible.

We at ValleyCrest Golf Maintenance pride ourselves on being the maintenance partner for numerous municipal golf courses, as listed in the Business Reference section of our proposal. We have national accounts with virtually every major golf course maintenance–related vendor in the United States and, as a major purchaser of materials and equipment, enjoy favorable pricing that we are able to pass along to our customers. We work with our customers on special projects ranging from small-scale jobs performed with staff to full renovation projects using in-house, as well as preferred, contractor relationships we have developed over the years.

ValleyCrest Golf Course Maintenance, Inc. has filed lawsuits or requested arbitration against four (4) former clients who ValleyCrest Golf Course Maintenance terminated for non-payment. In all of these cases, we either settled or prevailed in the proceedings for an amount greater than the original amount owed at the time of termination. A client has never terminated our services for breach of contract.

Following is a list of current ValleyCrest-contracted golf courses that we maintain.

ValleyCrest Golf Maintenance

ValleyCrest Golf Maintenance
Current Contracts 2015

Golf Course	Type of Course	Address	City, State, Zip	Original Start Date	Contract Renewal Date	Entity	Contact	Title	Phone Number	Description of Service
Alhambra Golf Course	Municipal Course	630 S. Almansor Street	Alhambra, CA 91801	10/27/2003	6/30/2020	GolfWisz	Jerry Wisz, PGA	Director of Golf	626-375-9044	Turn-key Maintenance
Anaheim Hills Golf Course	Municipal Course	6501 Nohl Ranch Rd.	Anaheim, CA 92087	12/1/2000	11/30/2015	City of Anaheim	Michael Lautenbach	Director of Golf Operations	714-221-2729	Turn-key Maintenance
Angeles National Golf Course	Private Club	PO Box 576	Sunland, CA 91041-0576	6/1/2003	8/31/2019	Angeles National Golf Club	Andy Nakano	COO	310-600-7600	Turn-key Maintenance
Atlantic Beach Country Club	Private Club	1600 Selva Marina Drive	Atlantic Beach, FL 32233	5/30/2014	10/13/2016	Atlantic Beach Country Club	Mike Carlin	Executive VP, Wells Fargo Bank	904-742-1637	Turn-key Maintenance
Bell Gardens Golf Course	Municipal Course	7100 S. Garfield Ave.	Bell Gardens, CA 90201	12/20/2004	9/30/2018	Ctiy of Bell Gardens	Benny Gonzalez	General Manager	562-419-5997	Turn-key Maintenance
Blue Heron Pines Golf Course	Private	29200 S. Jones Loop Road	Punta Gorda, FL 33950	7/1/2015	6/30/19	Sun Communities	Amanda Burns	Community Manager	866-208-5080	Turn-key Maintenance
Calabasas Country Club	Private Club	4515 Park Entrada	Calabasas, CA 91302	8/16/2012	8/31/2017	Knight-Calabasas LLC	Gene Axelrod	Owner	818-444-5540	Turn-key Maintenance
Canyon Lake Golf Course	Municipal Course	31512 Railroad Canyon Road	Canyon Lake, CA 92587	5/1/2008	4/30/2019	Canyon Lake Property Owners Assoc.	Ed Ancheta	Operations Superintendent	951-244-6841	Turn-key Maintenance
ChampionsGate Golf Resort	Resort Course	1400 Masters Blvd	ChampionsGate, FL 33896	2/1/2013	6/30/2015	ChampionsGate Golf, LLC	Patrick Dill	Director of Golf	631-624-6340	Turn-key Maintenance
Clerbrook Golf & RV Resort	Private Club	200005 US Highway 27	Clermont, FL 34711	8/1/2010	12/31/2015	MHC Operating Limited Partners	Crystal Brewer	Park Manager	352-394-5513	Turn-key Maintenance
Colonial Terrace Golf Course	Municipal Course	1003 Wickapecko Dr.	Ocean, NJ 07712	5/1/2014	11/30/2016	The Township of Ocean	Dale Shankland	Head PGA Pro	732-775-3636	Turn-key Maintenance
Countrywood Lakes and Meadows	Private Club	745 Arbor Estate Way	Plant City, FL 33565	8/1/2010	12/31/2015	MHC Operating Limited Partners	Kevin Murray	General Manager	813-752-1674	Turn-key Maintenance
Creekside Golf Course	Municipal Course	701 Lincoln Avenue	Modesto, CA 95351	7/1/1999	10/31/2015	City of Modesto	Bob Quintella	Golf Consultant	209-577-5417	Turn-key Maintenance
Dad Miller Golf Course	Municipal Course	430 N. Gilbert	Anaheim, CA 92807	12/1/2000	11/30/2015	City of Anaheim	Michael Lautenbach	Director of Golf Operations	714-221-2729	Turn-key Maintenance
Daytona Beach Golf Course	Municipal	600 Wilder Blvd.	Daytona Beach, FL 32114	6/15/2014	6/14/2019	City of Daytona Beach	John Cameron	Director of Golf	386-671-3501	Turn-key Maintenance
DeBell Golf Club	Municipal Course	1155 Walnut Avenue	Burbank, CA 91501	10/6/1985	6/30/2019	City of Burbank	Scott Scozzola	Golf Pro Shop Contractor	818-612-4685	Turn-key Maintenance
Diablo Creek Golf Course	Municipal Course	1950 Parkside Dr.	Concord, CA 94519	1/9/2006	12/31/2015	City of Concord	Joan Carrico	Director of Parks & Recreation	925-671-3440	Turn-key Maintenance
Diamond Oaks Golf Course	Municipal Course	349 Diamond Oaks Rd	Roseville, CA 95678	5/15/2000	12/31/2015	City of Roseville	Rob Nakamura	Manager, Parks & Recreation	916-521-6774	Turn-key Maintenance
Dryden Park Golf Course	Municipal Course	920 South Sunset Avenue	Modesto, CA 95351	1/1/1996	10/31/2015	City of Modesto	Bob Quintella	Golf Consultant	209-577-5417	Turn-key Maintenance
Fairmount Golf Course	Municipal Course	2681 Dexter Dr.	Riverside, CA 92622	6/1/2014	12/31/2015	City of Riverside	Lee Withers	Park Supervisor	951-351-6084	Turn-key Maintenance
Four Seasons Golf Course	Private Club	1560 Spring Meadow Drive	Lakewood, NJ 08701-7521	1/1/2011	12/31/2015	Four Seasons Comm. Assoc., Inc.	Don Guida	Golf Committee President	732-966-6584	Turn-key Maintenance
Glen Ivy Golf Club	Daily Fee	24777 Trilogy Parkway	Corona, CA 92883	12/1/2014	11/30/2017	CSC Golf Management	Mark Stevens, PGA	CEO	858-386-9776	Turn-key Maintenance
Glendora Country Club	Private Club	500 S Amelia Av	Glendora, CA 91741	10/3/2011	7/31/2019	Glendora Country Club	Jack Stoughton	President	626-437-3061	Turn-key Maintenance
Glenview Champions Country Club	Private	13019 County Road 101	The Villages, FL 32162	11/15/2014	9/30/2016	The Villages Operating Company	Ken Roshaven	Golf Pro	352-753-3345	Turn-key Maintenance
Green Hill Municipal GC	Municipal Course	455 Main St. , # 404 City Hall	Worcester, MA 01608-1895	3/20/2005	12/31/2015	City of Worcester	Matt Moison	General Manager	508-799-1359	Turn-key Maintenance
Greensburg Country Club	Private Club	Route 130 Pleasant Valley Road	Greensburg, PA 15601	4/6/2009	11/30/2018	Greensburg Country Club	John Wohlin	Owner	724-837-1810	Turn-key Maintenance
Industry Hills Golf Course	Resort Course	16200 Temple Avenue	City of Industry, CA 91744	1/15/2008	1/31/2018	Majestic Industry Hills, LLC	Dave Youpa	Golf Pro	626-854-2350	Turn-key Maintenance
John Prince Golf Learning Ctr	Center	4754 S Congress Av	Lake Worth, FL 33461	7/1/2011	2/28/2015	Palm Beach County	Rich Smolen	Manager	561-966-7056	Turn-key Maintenance
Lake Isle Country Club	Municipal Course	660 White Plains Rd	Eastchester, NY 10709.5511	3/14/2012	12/31/2017	Town of Eastchester	George Papademetriou	General Manager	914-261-9776	Turn-key Maintenance
Lake Worth Golf Course	Municipal Course	1 7th Avenue North	Lake Worth, FL 33460-2700	10/10/2011	9/30/2017	City of Lake Worth	Chris Fletcher	Director of Golf	561-582-9713	Turn-key Maintenance
Lakes of Taylor Golf Course	Municipal Course	25505 Northline Road	Taylor, MI 48180-4117	5/15/2006	12/31/2017	City of Taylor	Jeff Dobek	Director of Parks & Recreation	734-287-4646	Turn-key Maintenance
Lawrence Golf Course	Municipal Course	101 Causeway	Lawrence, NY 11559	4/16/2012	4/30/2018	Incorporated Village of Lawrence	Leo McMahon	General Manager	516-305-2231	Turn-key Maintenance
Lochmoor Club	Private Club	1018 Sunningdale Dr	Grosse Pointe Woods, MI 48236	2/1/2013	1/31/2018	Lochmoor Club	Tom Hauff	General Manager	586-215-1509	Turn-key Maintenance
Longleaf Golf & Family Club	Private	10 N. Knoll Road	Southern Pines, NC 28387	6/1/2015	6/1/2020	U.S. Kids Golf Foundation	Chris Vonderkall	Vice President	770-441-3077	Turn-key Maintenance
Longshore Golf Club	Municipal Course	260 Compo Road South	Westport, CT 06880	1/1/2014	12/31/2016	The Town of Westport	Fred Hunter	Golf Advisory Chairman	732-567-5271	Turn-key Maintenance
Manhattan Beach Marriott	Resort Course	1400 Parkview Avenue	Manhattan Beach, CA 90266	12/1/2001	4/30/2017	Manhattan Beach Marriott	Mike Murphy	Director of Hotel Operations	310.546.7511	Turn-key Maintenance
Martin County Golf & Country Club	Municipal	2000 S.E. St. Lucie Blvd.	Stuart, FL 34996	12/8/2014	11/30/2017	Martin County Board of County Comm.	Chandler Doolitty	General Manager	772-260-7980	Turn-key Maintenance
Merced Golf and Country Club	Private Club	6333 North Golf Rd	Merced, CA 95340	9/1/2012	8/31/2020	Merced Golf & Country Club	Jeff Kaufman	Board President	209-358-2311	Turn-key Maintenance
Musgrove Golf Course	Private Club	916 Country Club Rd	Jasper, AL 35503-6006	6/1/2011	5/31/2017	Musgrove Country Club	Brian Alexander	Greens Committee Chair	205-275-0602	Turn-key Maintenance
Nancy Lopez Legacy Country Club	Private	17196 SE 86th Belle Meade Circle	The Villages, FL 32159	11/15/2014	9/30/2016	The Villages Operating Company	Steve Hanson	Golf Pro	352-753-1862	Turn-key Maintenance
Okeeheelee Golf Course	Municipal Course	1200 Country Club Lane	West Palm Beach, FL 33413	10/20/2004	2/28/2015	Palm Beach County	Mac Hood	General Manager	561-964-4653	Turn-key Maintenance
Omni Amelia Island Plantation	Resort Course	200 Sea Marsh Road	Fernandina Beach, FL 32034	6/1/2007	9/16/2016	Amelia Island Company	Mike Petty	Director of Agronomy	520-235-3792	Turn-key Maintenance
Osprey Point Golf Course	Municipal Course	12551D Glades Road	Boca Raton, FL 33498	3/22/2010	2/28/2015	Palm Beach County	Bethany King	General Manager	561-966-7044	Turn-key Maintenance
Palm Beach National Golf & CC	Private Club		Lake Worth, FL 33467	1/15/2015	1/31/2018	Palm Beach National Golf & CC	Mike Dahlstrom	General Manager	561-965-3381	Turn-key Maintenance
Palo Alto Golf Course	Municipal Course	1875 Embarcadero Road	Palo Alto, CA 94303	11/1/2010	4/30/2018	City of Palo Alto	Daren Anderson	Division Manager	650-496-6950	Turn-key Maintenance
Park Ridge Golf Course	Municipal Course	2700 6th Ave. South	Lake Worth, FL 33461	4/25/2006	2/28/2015	Palm Beach County	Phil Henry	General Manager	561-629-8755	Turn-key Maintenance
Peninsula Golf & Country Club	Resort Course	32981 Peninsula Esplanade	Millsboro, DE 19966-7305	4/21/2011	12/31/2015	The Peninsula on the Indian River Bay	Tabitha Golt	On-Site Project Manager	302-945-8091	Turn-key Maintenance
Quail Valley Golf Course	Municipal Course	2880 La Quinta	Missouri City, TX 77459	10/1/2008	12/31/2015	City of Missouri	Tyson Stittleburg	General Manager	713-824-6559	Turn-key Maintenance
Resort at Squaw Creek	Resort Course	400 Squaw Creek Road	Olympic Valley, CA96146	4/14/2014	3/31/2019	Resort at Squaw Creek	Eric Veraguth	Director of Golf and Ski	530-583-6300	Turn-key Maintenance
Riverside Club Golf Course	Private	2550 Pier Drive	Ruskin, FL 33570	7/1/2015	6/30/19	Sun Communities	Valerie Dixson	Community Manager	888-317-1102	Turn-key Maintenance
St Ives Country Club	Private Club	One St. Ives Country Club Driv	John's Creek, GA 30097	12/8/2008	8/31/2019	St Ives Country Club	John Gerdts	General Manager	678-215-3638	Turn-key Maintenance
Taylor Meadows Golf Club	Municipal Course	25505 Northline Road	Taylor, MI 48180-4117	1/1/2007	12/31/2017	City of Taylor	Jeff Dobek	Director of Parks & Recreation	734-287-4646	Turn-key Maintenance
The Club at Boca Pointe	Private Club	7144 Boca Pointe Dr	Boca Raton, FL 33433	9/17/2012	9/30/2015	Boca Pointe Country Club	Helen Karpel	General Manager	561-864-8500	Turn-key Maintenance
The Villages Chatham	Private HOA	7725 SE 172nd Legacy Lane	The Villages, FL 32162	10/1/2008	9/30/2019	Village Center Comm. Dev. Dist.	Eric Van Gorder	Dir. of Executive Golf Maintenance	352-753-3396	Turn-key Maintenance

ValleyCrest Golf Maintenance

ValleyCrest Golf Maintenance
Current Contracts 2015

Golf Course	Type of Course	Address	City, State, Zip	Original Start Date	Contract Renewal Date	Entity	Contact	Title	Phone Number	Description of Service
The Villages Golf & Country Club	Private HOA	9201 The Villages Fairway Dr	San Jose, CA 95135	3/31/2018	3/31/2018	The Villages Golf & Country Club	Darren Shaw	General Manager	408-223-4634	Turn-key Maintenance
The Villages Kingfisher	Private HOA	2346 Buttonwood Run	The Villages, FL 32162	2/1/2013	6/30/2015	The Villages of Lake-Sumter, Inc.	David Williams	Golf Professional	352-751-7029	Turn-key Maintenance
The Villages Saddlebrook	Private HOA	2840 Saddlebrook Lane	The Villages, FL 32159	10/1/2011	9/30/2015	Village Center Comm. Dev. Dist.	Eric Van Gorder	Dir. of Executive Golf Maintenance	352-753-3396	Turn-key Maintenance
Tiger Woods Learning Center	Center	430 N. Gilbert	Anaheim, CA 92801	8/31/2004	1/31/2016	Tiger Woods Foundation, Inc.	Michael Lautenbach	Director of Golf Operations	714-221-2729	Turn-key Maintenance
Victoria Club	Private Club	2521 Arroyo Drive	Riverside, CA 92506-1598	12/3/2012	7/31/2019	Victoria Club	John Brisco	Green Committee	951-961-7982	Turn-key Maintenance
Village Club of Sands Point	Municipal Course	1 Thayer Lane	Sands Point, NY 11050	12/1/2012	11/30/2017	Village of Sands Point	Mitch Uiberall	Greens Chairman	646-279-5533	Turn-key Maintenance
Wildcat Golf Club	Private Club	12000 Almeda Rd.	Houston, TX 77045	12/1/2000	4/30/2017	Wildcat Golf Club	Tim Loiodice	Owner/General Manager	713-413-3400	Turn-key Maintenance
Winchester Country Club	Private Club	3030 Legends Dr	Meadow Vista, CA 95722	6/18/2010	1/31/2017	Winchester REO LLC	David Bennett	General Manager	530-401-6488	Turn-key Maintenance
Woodcreek Golf Club	Municipal Course	311 Vernon St.	Roseville, CA 95678	1/15/1995	12/31/2015	City of Roseville	Rob Nakamura	Manager, Parks & Recreation	916-521-6774	Turn-key Maintenance
Youghiogheny Country Club	Private Club	1901 Greenock Buena Vista Rd	McKeesport, PA 15135	8/1/2003	6/30/2016	Youghiogheny Country Club	John Goodrum	Owner	724-446-1630	Turn-key Maintenance
The Hamptons Golf & Country Club		1094 Highway 92 West	Auburndale, FL 33823	9/1/2015	8/31/2019	Sun Communities	Frances Passaro	Community Manager	888-473-9402	Turn-key Maintenance
Biltmore Hotel Golf Course	Resort Course	1210 Anastasia Avenue	Coral Gables, FL 33134	9/8/2015	9/7/2020	The Biltmore Hotel Golf Mgmt., LLC	Bob Coman	Director of Golf	305-460-5364	Turn-key Maintenance

ValleyCrest
Golf Maintenance

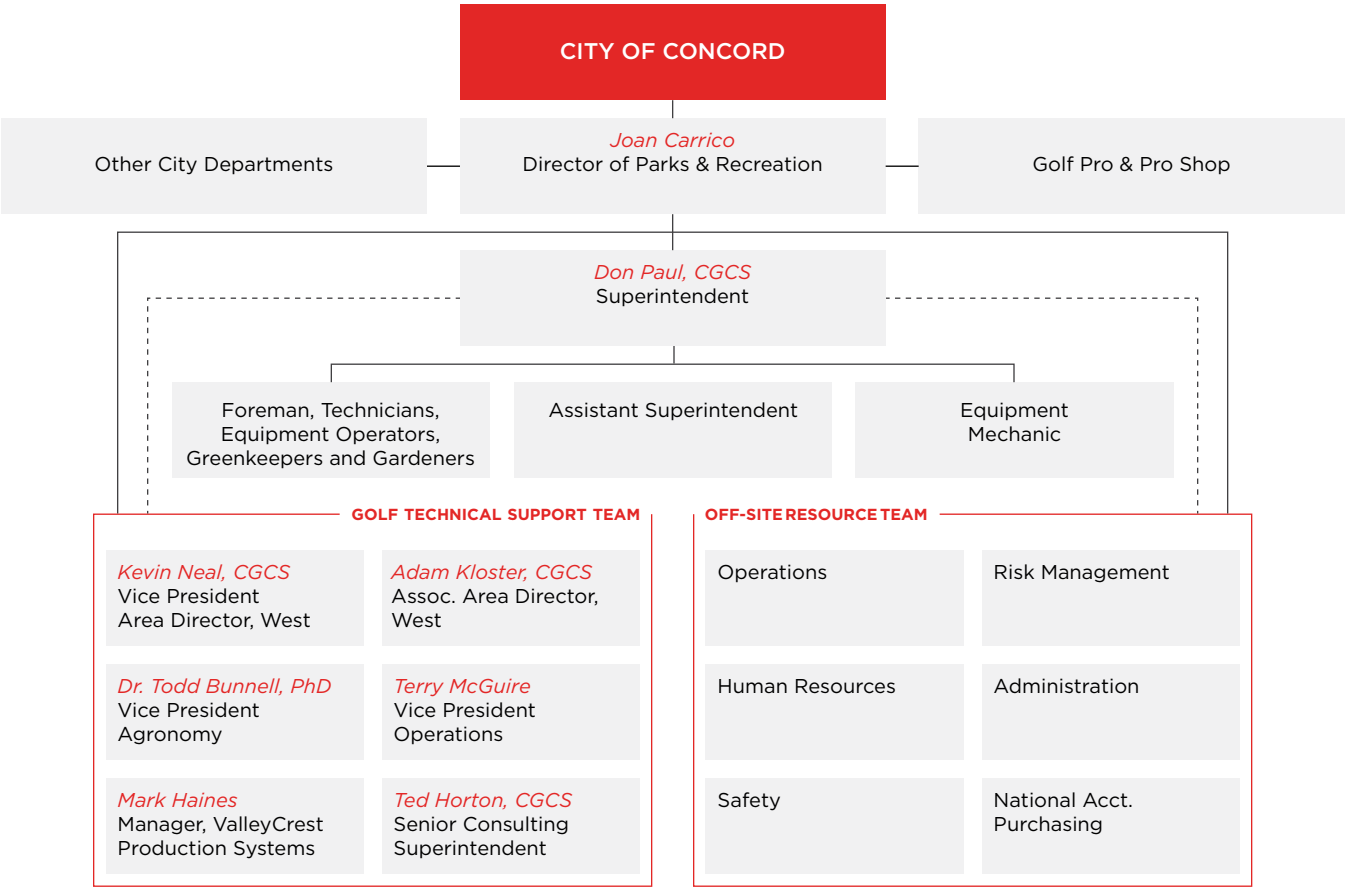
ITEM 8 — LOCAL MANAGEMENT INTRODUCTION

The following resumes are included for your review. These and the organizational chart presented were developed for your club to provide additional insight regarding how we will bring both on-site and off-site resources to bear for your project. The fact that ValleyCrest has considerable corporate expertise available to The City of Concord and Diablo Creek Golf Course offers more power for each dollar you spend.

Don Paul, Golf Course Superintendent
Kevin Neal, Vice President, Area Director, West
Adam Kloster, Associate Area Director, West
Terry McGuire, Vice President, Director of National Operations
Dr. Todd Bunnell, Vice President, Agronomy
Ted Horton, Senior Consulting Superintendent
Mark Haines, Manager, ValleyCrest Production Systems
Gene Leon, Vice President, Business Development and Marketing
Greg Pieschala, President

ValleyCrest
Golf Maintenance

CORPORATE ORGANIZATIONAL CHART



ValleyCrest
Golf Maintenance

DON PAUL, CGCS

Golf Course Superintendent

As the current Golf Course Superintendent at Diablo Creek Golf Course, Don is responsible for daily oversight of all staff and operations. Don has 30 years' experience in golf course maintenance and extensive knowledge of ValleyCrest's operating and administrative systems.

Professional Experience

In his role as Golf Course Superintendent at Diablo Creek Golf Course, Don manages and trains assistant superintendents, crews and other golf course employees. Don's responsibilities include identifying, developing and implementing annual agronomic plans and fertility programs, as well as upholding ValleyCrest Golf's best practices and policies.

Don joined ValleyCrest Golf Maintenance in 2006 as the Superintendent at Diablo Creek Golf Course in Concord, California. Don has 30 years of golf course maintenance experience and has been a certified Golf Course Superintendent since 1998.

Additional Professional Experience

2005 Mortgage Consultant, Pinnacle Funding Group, Inc., San Ramon, CA

1992–2004 Golf Course Superintendent at DeLaveaga Golf Course, Santa Cruz, CA

1989–92 Assistant Golf Course Superintendent, Marin Country Club, Novato, CA

1988–89 Greenskeeper at Spyglass Hill Golf Course, Pebble Beach, CA

1987–88 Greenskeeper, Poppy Hills Golf Course, Pebble Beach, CA

EDUCATION

BS, Horticulture and Landscape Management
Concentration in
Turfgrass Management
Oregon State University

PROFESSIONAL ASSOCIATIONS AND ACCREDITATIONS

Golf Course Superintendents Association of America
Certified Member

Golf Course Superintendents Association of Northern California
Member

United States Golf Association
Member

State of California Qualified Applicators License (QAL)

ValleyCrest
Golf Maintenance

KEVIN NEAL

Vice President, Area Director, West

In his role as Vice President, Area Director, West, Kevin supports the Superintendents at ValleyCrest-contracted golf courses in the West. Kevin's responsibilities include identifying, codifying and rolling out best practices and working with courses, particularly in new start-ups, to implement ValleyCrest Golf's practices and policies. As one of ValleyCrest's most experienced and creative team members, Kevin will ensure the labor force is organized efficiently and effectively, resulting in continuous improvement, high-quality work, a safe work environment and high morale amongst the teams.

Professional Experience

Kevin's responsibilities include identifying, codifying and rolling out best practices for ValleyCrest Golf Maintenance. He is also responsible for supporting each of our golf course maintenance teams, particularly in new start-ups to ensure our best practices and policies are implemented. Kevin is responsible for introducing and implementing our VC360 program at all of the courses we maintain.

Kevin initially joined ValleyCrest in 2005 as Resident Superintendent, overseeing other ValleyCrest Superintendents on properties in Southern California, as well as taking on the role of Superintendent at Anaheim Hills Golf Course.

Additional Professional Experience

SeaCliff Country Club, Huntington Beach, CA, Golf Course Superintendent, 1997–2005

Los Verdes Golf Course, Rancho Palos Verdes, CA, Golf Course Superintendent, 1994–97

Skylinks Golf Course, Long Beach, CA, Golf Course Superintendent, 1993–94

El Dorado Park Golf Course, Long Beach, CA, Golf Course Superintendent, 1992–93

United States Army, 1982–88

EDUCATION

BS, Botany and Plant Science
University of California, Riverside

PROFESSIONAL ASSOCIATIONS AND AWARDS

Golf Course Superintendents Association of America
Member since 1989

Golf Course Superintendents Association of Southern California
Past President 2005

Audubon Cooperative Sanctuary Program

State of California Pesticide License

Responsible Managing Employee, California State Contractors License

ValleyCrest
Golf Maintenance

ADAM KLOSTER

Associate Area Director, West

As Associate Area Director, West, Adam is responsible for personnel development, quality control and customer relationships at ValleyCrest's properties in the West. Adam is a seasoned ValleyCrest team member and well acquainted with ValleyCrest's operating and administrative systems.

Professional Experience

In 2008, Adam joined the ValleyCrest Golf Maintenance team as a Golf Course Superintendent at Primm Valley Resort in Las Vegas, Nevada, and served as Superintendent at Industry Hills Golf Club at Pacific Palms Resort from 2009 to 2014. Adam was promoted to Associate Area Director, West in January 2015.

Additional Professional Experience

Primm Valley Golf Club, Golf Course Superintendent, 1999–2009

EDUCATION

BS, Turfgrass Management
Iowa State University

PROFESSIONAL ASSOCIATIONS AND AWARDS

ValleyCrest Superintendent of the Year
2011

Golf Course Superintendents Association of America
member

Southern California Golf Course Superintendent Association
member

ValleyCrest
Golf Maintenance

TERRY MCGUIRE

Vice President of Operations

Terry is responsible for the Diablo Creek team's overall performance and quality control. He will be making periodic visits to the course, focusing on quality control and customer service.

Professional Experience

As Vice President of Operations for ValleyCrest Golf Maintenance, Terry is responsible for training and instructing all staff members in the ValleyCrest Golf Maintenance Operations Standards.

Terry joined ValleyCrest Golf Maintenance in 1999 as the Western Region Director of Maintenance with duties including overall maintenance operations of all ValleyCrest Golf Maintenance facilities on the West Coast.

Additional Professional Experience

Arnold Palmer Golf Management, Director of Golf Course Maintenance, 1990–98. Responsibilities included overseeing all properties in the Western United States. Also served as a consultant in the development, construction and re-design phases of municipal, private, daily fee and resort courses.

EDUCATION

AS, Golf Course Operations
Lake City Community College, FL

AA, Jacksonville Community College, FL

PROFESSIONAL ASSOCIATIONS AND AWARDS

Golf Course Superintendents Association of America

National Golf Course Owners Association
Member of the Top Agronomic Officers

Audubon International
Member of the Environmental Advisory Council

Lake City Community College
Member of the Advisory Council

ValleyCrest
Golf Maintenance

B. TODD BUNNELL, PH.D.

Vice President of Agronomy

Dr. Bunnell will be the lead agronomist supporting our team at Diablo Creek Golf Course. As such, he will visit the courses periodically to oversee implementation and fine-tuning of our programs. He will also work with the team to develop their annual agronomic programs and diagnose and treat any emerging turf issues. Dr. Bunnell developed the agronomic programs contained in our proposal.

Professional Experience

As Vice President of Agronomy for ValleyCrest Golf Maintenance, Dr. Bunnell works closely with Superintendents to develop sound and efficient agronomic programs. Specific agronomic programs are developed independently for each property based on science, diagnostic results and client expectations. He also works with fertilizer and chemical manufacturers to ensure the newest and most effective inputs are applied at our customers' properties.

Prior to joining ValleyCrest, Dr. Bunnell was employed by SePRO Corporation as the Manager of Turf and Ornamental Research/Golf Market Manager (2004–2011). His responsibilities included research, development, and regulatory compliance of SePRO branded turf and ornamental products including plant growth regulators, insecticides, herbicides, and fungicides. His tasks also included developmental efforts towards new chemistries and uses in the turf and ornamental market.

Additional Professional Experience

Clemson University, Clemson, SC, Graduate Research Assistant, (M.S., Ph.D.) 1997–2003. Research projects included determining optimum light quantity for dwarf and fairway bermudagrasses, investigating soil atmosphere effects on bentgrass in the southern transition zone, conducting herbicide evaluation trials, construction and maintenance of USGA specified bentgrass and bermudagrass greens. He also taught multiple undergraduate level courses/labs in horticulture, soil science, and turfgrass science.

Clemson University, Walker Course, Clemson, SC, Graduate Assistant, 1999–2003 Duties included daily golf course preparation and operations and discussing various agronomic options available for optimum turfgrass growth and development with golf course superintendent and staff.

1996 PGA Championship at the Valhalla Golf Club, Louisville, KY, Undergraduate Internship. Duties included major tournament preparation: mowing greens and fairways, assisted in all aspects of golf course management such as spraying, fertilization, irrigation, sodding, ornamental bed installation and maintenance, tree care, supervised management of entrance drive and delegated duties to crew workers.

EDUCATION

Ph.D, Plant Physiology, Turfgrass, Clemson University, SC

MS, Horticulture, Turfgrass, Clemson University, SC

BS, Plant and Soil Science, Turfgrass, University of Kentucky

PROFESSIONAL ASSOCIATIONS AND AWARDS

Golf Course Superintendents Association (member)

United States Golf Association (member)

ValleyCrest
Golf Maintenance

TED HORTON

Senior Consulting Superintendent

Ted will be an active advisor to the City of Concord for general maintenance and long-range strategic planning for the maintenance of the golf courses. In addition, Ted will be an excellent mentor for the Superintendent.

Professional Experience

Ted joined ValleyCrest Golf Maintenance in 2002 as the Senior Consulting Superintendent. His duties include development and oversight of the Company's national agronomic standards, programs, policies and procedures. He has an active role in long-range planning projects with many customers and provides mentorship to ValleyCrest Superintendents.

Ted became the Golf Course Superintendent at Winged Foot Golf Club in New York at the age of 23. There he prepared the courses for three USGA Open championships and numerous local events. After 14 years at Winged Foot, Ted moved to Westchester Country Club where he hosted twelve PGA Tour events, initially as Golf Course Superintendent and ultimately as the Director of Sports and Grounds. Ted served for two years as Vice President of Agronomy for a multi-course firm that managed courses along the eastern seaboard. He later served as Vice President of Resource Management for the Pebble Beach Company for eight years where he supervised numerous projects designed to renovate and upgrade the properties. While at Pebble Beach, Ted hosted many events including the 1999 U.S. Amateur Championship, the 2000 U.S. Open Championship and seven AT&T Pebble Beach National Pro AM PGA Tour events.

Awards

Ted has received many awards and commendations in his distinguished career.

- Sherwood A. Moore Distinguished Service Award by the Metropolitan Golf Course Superintendents Association (1988)
- GCSAA President's Award for Environmental Leadership (1999)
- Golf Digest Environmental Leaders in Golf Award for his commitment to both the game and the environment (2001)
- USGA Green Section Award for a lifetime of distinguished service to the field of golf course maintenance (2008)
- NGCOA 2010 Champion Award, which recognizes work that improves opportunities for fellow course owners, for his work with the California Alliance for Golf, who led a fight against taxation in California
- 2013 Inaugural "Ted Horton Distinguished Service Award" by the California Golf Course Owners Association. This prestigious award honors an individual for his or her service and contributions over time to the CGCOA.

EDUCATION

MacDonald College of McGill University, Montreal

Agricultural Biology and Turfgrass Management
Massachusetts Stockbridge School of Agriculture

PROFESSIONAL ASSOCIATIONS AND AWARDS

Golf Course Superintendents Association of America

National Golf Course Owners Association

The President's Advisory Council on Agriculture and Natural Resources, University of California

Environmental Horticulture Advisory Board
Cal Poly, San Luis Obispo

Recipient of Citations of Performance from the U.S. Golf Association and the GCSAA

California Golf Course Owners Association
Executive Director

California Alliance for Golf
President

ValleyCrest
Golf Maintenance

MARK HAINES

Manager, ValleyCrest Production Systems

An expert in process engineering, Mark will work with our Diablo Creek Golf Course team to implement the ValleyCrest Production System program. He will be on site as required, working closely with our Superintendent and crew to adjust and extend the program as needed.

Professional Experience

Mark joined ValleyCrest in 2011 as our Production Systems Manager. In this position, he works with ValleyCrest Area Directors and course Superintendents to develop our proprietary program for golf course maintenance which is based on Lean principles developed through the Toyota Production System. Mark is currently working on the implementation of the program on ValleyCrest courses throughout the western United States.

Additional Professional Experience

Scenario Design, Director of Best Practices & Systems, 2006–11. Developed and managed projects for business and process improvement projects. Led the design and implementation of the ERP system to provide financial control and oversight of all company engagements. Analyzed and defined key team roles and responsibilities to clarify ownership of processes and procedures resulting in elimination of duplicate work and improved staff communication and collaboration.

Performance Resource Group, Senior Project Director/General Manager, 2003–06. Planned, organized and provided management direction to all company operations. Developed business process improvement plans for clients and supported managers in implementing programs, strategies and tactics.

EDUCATION

MBA, University of San Francisco, San Francisco, CA

BS, Business Economics University of San Francisco, CA

PROFESSIONAL ASSOCIATIONS AND AWARDS

American Society for Quality (ASQ) Certified Six Sigma Black Belt (CSSBB)

ValleyCrest
Golf Maintenance

GENE M. LEON

Vice President, Business Development and Marketing

As the Vice President of Business Development & Marketing, Gene is responsible for managing the Company's overall growth and portfolio development, marketing programs, golf industry visibility and customer relations.

Gene joined ValleyCrest Golf in June of 2015 having spent the last 20 years in the golf and hospitality industries having worked with some of the largest owners and operators in their respective industries.

Professional Experience

Prior to joining ValleyCrest Golf Maintenance, Gene worked for American Golf Corporation as the Vice President of Sales & Marketing over their Private Club Division. He also spent 10 years with ClubCorp serving in various roles included General Manager, Vice President of Sales & Marketing, and Vice President of Business Development. Gene's unique experience also includes working at Aramark in their Parks & Destinations division and with the premier ad agency Young & Rubicam.

EDUCATION

Bachelor of Arts
University of California, Irvine

PROFESSIONAL ASSOCIATIONS AND AWARDS

Club Managers Association of America

Certified Club Manager

National Golf Course Owners Association

California Golf Course Owners Association

ValleyCrest
Golf Maintenance

GREG PIESCHALA

President

Greg provides the resources, support and company culture that allow ValleyCrest's professionals to excel in serving our customers. To that end, he has assembled a team unmatched in the golf maintenance business, and has led the creation of industry-leading support tools, training and operations programs. He deeply believes in the wisdom of ValleyCrest's founder, Burt Sperber, that "if we take care of our customers and our people, everything else will take care of itself."

Professional Experience

Greg Pieschala became President of ValleyCrest Golf Maintenance in October 2003 with a mandate to expand the company on the basis of high customer satisfaction and quality. He originally joined ValleyCrest Companies in January 2000 as Executive Vice President where he focused on expanding the corporation's national presence through acquisitions of strong regional companies. Prior to joining ValleyCrest, Greg was a Principal in the Los Angeles office of McKinsey & Company.

EDUCATION

MBA with Distinction
Harvard Graduate School of Business

BA, Economics
Stanford University

PROFESSIONAL ASSOCIATIONS AND AWARDS

National Golf Course Owners Association

Golf Course Superintendents Association of America

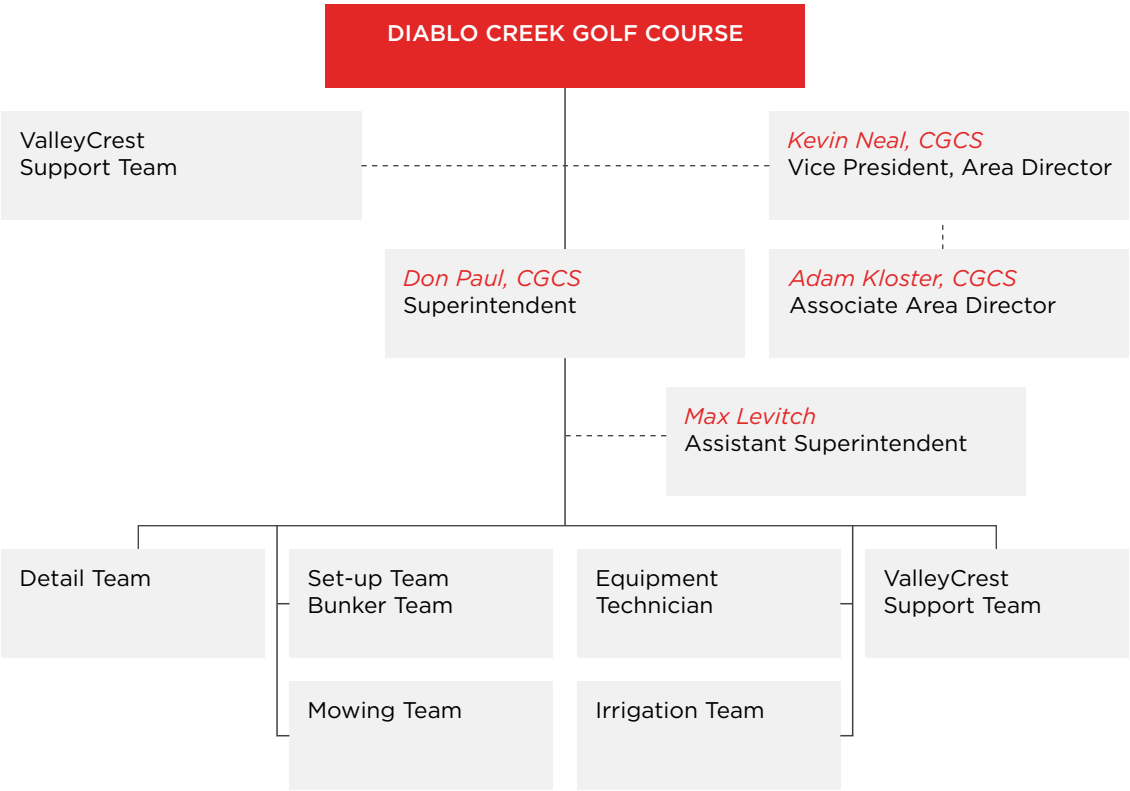
Director and Treasurer, Los Angeles Children's Chorus

Overseer, Huntington Library, Art Collection and Botanical Gardens

ValleyCrest
Golf Maintenance

COURSE ORGANIZATIONAL CHART

The organizational chart below represents the team we recommend for Diablo Creek Golf Course.



ValleyCrest Golf Maintenance will continue to employ our existing staff at Diablo Creek. Superintendent Don Paul's resume is included in this section.

ValleyCrest
Golf Maintenance

ITEM 9 — CORPORATE STRUCTURE/ORGANIZATION

ValleyCrest Golf Course Maintenance, Inc. is a subsidiary of ValleyCrest Companies, LLC. ValleyCrest Companies, located in Calabasas, California, was founded in 1949 and is a Limited Liability Corporation. Other affiliated companies are ValleyCrest Landscape Maintenance, Inc., ValleyCrest Landscape Development, Inc., Valley Crest Tree Company, ValleyCrest Tree Care Services, Inc. and U.S. Lawns. In addition, in June of 2014, ValleyCrest Companies merged with The Brickman Group, headquartered in Maryland, forming a $2 billion landscape services firm with 22,000 employees across the United States.

ValleyCrest
Golf Maintenance

ITEM 10 — COMPANY BACKGROUND

ValleyCrest Golf Course Maintenance, Inc., a California Corporation, was founded on February 17, 1976. We currently provide Golf Course Maintenance Services at 76.5 18-hole equivalent facilities located across the country in Alabama, California, Connecticut, Delaware, Florida, Georgia, Massachusetts, Michigan, New Jersey, New York, North Carolina, Pennsylvania and Texas.

ValleyCrest Golf Maintenance is the industry's leader in golf course maintenance. For more than 30 years, we have been investing in refining the science, technology, and human expertise behind golf course maintenance to establish an operational model that is unlike any in the industry today. Designed to be highly efficient in helping our clients reduce their operating expenses, the model conversely has proven to be even more effective in maintaining and improving course conditions — allowing our clients to be competitive in their local golf marketplace.

ValleyCrest
Golf Maintenance

ITEM 11 — CENTRAL SUPPORT CAPABILITIES, PROCEDURES

A SOPHISTICATED INFRASTRUCTURE

While ValleyCrest Golf Maintenance is a specialized division that maintains 85 golf courses, we benefit from the accounting, finance and audit infrastructure created by our parent company. Dedicated administrative personnel associated with purchasing, accounting, labor management including safety, workers' compensation, health and other employee benefits are available by phone at any time to assist the needs of our superintendents, maintenance staff and clients.

The ValleyCrest Golf Central Support team consists of the following:

Jessica Romero, Office Manager

Nicole Sandoval, Personnel, Payroll and Benefits

Diana Torres, Accounts Payable

Barbara Jimenez, Business Administration

Kerrie Stiles, Sales and Marketing

Chad Stewart, Financial Reporting

The ValleyCrest Corporate Support team consists of the following:

Dan Goldstone, Vice President Human Resources

Roger Plotkin, Vice President Risk Management

Eric Wilson, Area Environmental Health and Safety Director

Brian Harman, Central Purchasing

ACCOUNTING AND FINANCE

ValleyCrest Companies deploys JD Edwards One World enterprise management software to track costs and accurately bill more than 18,000 landscape maintenance customers and 700 construction projects per year.

Within ValleyCrest Golf Maintenance each golf course is given a unique job number and all direct expenses — payroll, fertilizer, fuel, etc. — are coded to that job. Each Superintendent and Area Director receives a Monthly Expense Register which details every single expense that has been charged to their course so that they can review it for accuracy and correct any errors.

On the billing side, while bills to the City would be generated through the accounting system, all of the bills for ValleyCrest Golf Maintenance are initiated by a small administrative support staff dedicated to our division. Most of the bills we send are for the recurring monthly maintenance fee that is specified by contract.

We also send separate bills for enhancement or remedial work that may be outside of the basic contract specifications. Before we do any such work, we require an Authorization for Extra Work (AEW) that is signed by a person authorized by the City to approve such extra work. The AEW itemizes the work to be done in detail and the agreed-upon price. We require a signed authorization before any such work can even be started. We will never send a bill without a signed authorization or that is in excess of the authorized amount.

SAFETY AND SANITATION

The safety of your players and crew is our top priority. Beyond scheduling around play to ensure crew members are safe from flying balls and players are far from maintenance equipment, we have a number of safety measures in place to ensure your course is always a safe environment to work and play.

CENTRAL SUPPORT CAPABILITIES, PROCEDURES continued

SAFETY AND SANITATION CONTINUED

One of the most effective methods for preventing accidents and incidents is by providing comprehensive and consistent training throughout an employee's term of employment. We require that all employees abide by all Federal, State, and local laws and regulations as well as all company policies.

We supply our crews with personal protective equipment, stock our yard with first-aid kits and ensure an evacuation plan is in place in case of an emergency. Equipment safety training is part of our on-boarding process, and we start every day with morning stretches to ensure our crew is awake and alert when they start work. Our commitment to safety is exemplified every year in our company-wide Safety Awareness Day, during which we award our safest teams with a truck give-away raffle.

QUALITY ASSURANCE — MANAGEMENT AND OPERATIONS

Quality control is a core discipline within ValleyCrest Golf. Our belief is that quality results from clear expectations, proactive planning, regular on-site review and customer involvement. These elements are incorporated into our quality control program:

CLEAR EXPECTATIONS AND PROACTIVE PLANNING

Once each year our on-site Superintendent, working with the Area Director, Associate Area Director and Vice President of Agronomy, performs a Season-end Review and Assessment that covers all aspects of our operations — from disease and pest pressures to equipment status to ongoing professional development. The goal of this review and assessment is to learn from the experiences of the past season and to anticipate what is needed for success in the coming year. The review and assessment is completed according to a comprehensive format and is reviewed and discussed by the entire on-site and off-site team charged with care of a property. We incorporate changes to agronomic plans, budgets, staffing and equipment, and establish priorities based on this review. It becomes the starting point for creating the Annual Operating plan for the coming year. The Annual Operating plan is our game plan for the coming year and provides a clearly understood set of expectations for everyone involved.

REGULAR ON-SITE REVIEW

We maintain a structured visit calendar for all of the off-site support team for our golf course Superintendent at all of our courses. The Area Director or Associate Area Director is required to be on each of his courses 12 to 18 times per year with at least two of the visits being unannounced. Specialized support personnel, including Dr. Todd Bunnell, Vice president of Agronomy, will be on site at least one time per year. Ted Horton, CGCS, will be on site as needed in his Consulting Superintendent capacity. All of these visits are coordinated to support the ValleyCrest annual agronomic plans at Diablo Creek.

CUSTOMER INVOLVEMENT

The ultimate judge of quality is our customer; therefore, we involve the customer at multiple points in our process. As mentioned above, our Area Director and/or Associate Area Director regularly review the course with customer personnel. Our Season-end Review and Assessment and Annual Operating plan are shared with customers, as are the written visit reports from our specialized support resources. Finally, once each year, an outside service (Xerox Business Services) conducts a formal customer satisfaction interview with each of our customers. The results of these interviews are a key element of our incentive program for the management of ValleyCrest Golf and for the on-site Superintendent.

ValleyCrest
Golf Maintenance

ITEM 12 — BUSINESS REFERENCES

As the current maintenance provider for Diablo Creek Golf Course, our understanding of the specific work associated with the golf courses is indeed comprehensive. We have a very good understanding of the day-to-day challenges of maintaining a heavily played municipal golf course as well as the long-term planning required to assure continued playability necessary to be a successful operation in a competitive environment.

Municipality	City of Roseville, CA
Golf Course	Woodcreek and Diamond Oaks Golf Courses
Contract Dates	1/15/1995–12/31/2015
Contact	Rob Nakamura, Manager, Parks & Recreation
Address	401 Oak Street, Suite 400, Roseville, CA 95678
Phone	916-521-6774

Municipality	City of Modesto, CA
Golf Courses	Creekside GC, Dryden Park GC, Modesto Municipal
Contract Dates	7/1/1999–10/31/2015
Contact	Bob Quintella, Golf Consultant
Address	1010 10th Street, Modesto, CA 95354
Phone	209-577-5417

Municipality	City of Palo Alto, CA
Golf Course	Palo Alto Golf Course
Contract Dates	11/1/2010–4/30/2018
Contact	Daren Anderson, Division Manager
Address	1875 Embarcadero Road, Palo Alto, CA 94303
Phone	650-496-6950

Municipality	City of Anaheim, CA
Golf Courses	Anaheim Hills GC, Dad Miller GC, Tiger Woods Learning Center
Contract Dates	12/1/2000–11/30/2015
Contact	Michael Lautenbach, Director of Golf Operations
Address	200 S. Anaheim Blvd., Anaheim, CA 92805
Phone	714-221-2729

Municipality	City of Burbank, CA
Golf Courses	DeBell Golf Club
Contract Dates	10/6/1985–6/30/2019
Contact	Scott Scozzola, Golf Maintenance Contractor
Address	275 E. Olive Avenue, Burbank, CA 91510
Phone	818-612-4685

ValleyCrest
Golf Maintenance

ITEM 13 — FINANCIAL REFERENCES

1.
Bank of America
Checking Account
275 Valencia Avenue
Brea, CA 90017
Phone: (888) 715-1000, Eva Lopez

2.
Aon Risk Services Northeast, Inc.
Insurance and Bonding Agent
100 Walter Street
New York, NY 10038-3551
Phone: (866) 283-7122, Charlene Nakamura

3.
Toro
Golf Course Maintenance Equipment
10812 N. Aberdeen Road
Scottsdale, AZ 85254
Phone: (480) 948-5006, Bud Hamilton, Corporate Account Manager

4.
Harrell's
Fertilizer/Chemical Supplier
265 Big Nose Drive
Centre, AL 35960
Phone: (205) 369-0050, Jeff Higgins, VP Business Development

5.
John Deere Landscapes
Fertilizer/Chemicals/Seed/Irrigation Supplier
4826 Legacy Oaks Drive
Orlando, FL 32839
Phone: (510) 770-5000, Sidney Hinson, National Account Manager

ValleyCrest
Golf Maintenance

TAB C — ADDITIONAL REQUIRED FORMS

a. Exhibit B Bid Form (Page 1 of 11) Company Information
b. Exhibit B Bid Form (Page 2 of 11) Bid Bond
c. Signed Addendum #1
d. Corporate Certificate of Resolution pursuant to Addendum #1
e. List of Subcontractors pursuant to Section IV. Instructions to Bidders

EXHIBIT B
BID FORM *(Page 1 of 11)*

A. COMPANY INFORMATION:

☒**This bid is subject to Prevailing Wage Requirements and Public Works/DIR[1] Requirements. Please complete the following:** Please see '*Labor Compliance Requirements (Prevailing Wage, SB854 Etc*' attached as ***Appendix 3***.

CONTRACTOR DIR REGISTRATION #: 1000004675

CONTRACTOR (CLSB[2]) LICENSE # 320064

CONTRACTOR CLASSIFICATION(S): B, C-27

PREVAILING WAGE CLASSIFICATION(S): Landscape Maintenance Laborer

Submitted by:

COMPANY NAME: ValleyCrest Golf Course Maintenance, Inc.

ADDRESS (Not a P.O. Box): 24151 Ventura Blvd.

CITY: Calabasas **STATE, ZIP CODE:** CA 91302

PHONE NO.: 818-223-8500 **FAX NO.:** 818-225-2336

EMAIL ADDRESS: GPieschala@valleycrest.com

YOUR NAME & TITLE: Gregory A Pieschala, President

YOUR SIGNATURE: [signature] **DATE:** 8/27/2015

By signing above, bidder certifies that all information above and submitted with this bid is true and the representations made herein are made under penalty of perjury.

Note: Providing false information may result in criminal prosecution or administrative sanctions.

[1]**DIR=Department of Industrial Relations,** [2]**CLSB=California Licensed State Board**

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles)

On September 3, 2015 before me, Sue Fuqua, Notary Public
(insert name and title of the officer)

personally appeared Gregory A. Pieschala,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

WRS1 SUE FUQUA WRS1
COMM. 2029681
NOTARY PUBLIC-CALIFORNIA
LOS ANGELES COUNTY
My Comm. Expires July 15, 2017

Signature _____ (Seal)

EXHIBIT B
BID FORM *(Page 2 of 11)*

B. OTHER REQUIREMENTS /INFORMATION

1. Bid Bond Requirement: ☐ No, not required for this bid
☒ Yes, please submit a 10% Bid Bond with your bid.

You may use the form below or submit form used by the acceptable Surety company.

2. Performance/Payment Bond: ☐ No, not required for this bid
☒ Yes, this is required if selected and awarded a contract as follows:

Selected Contractor shall furnish a Faithful Performance Bond and a Payment (aka Labor and Materials) Bond, each in a sum not less than 100% of the total price, issued by a Corporate Surety of Sureties acceptable to the City of Concord and listed by the State of California, Department of Insurance as being certificated to transact insurance in the State of California. The insurer must maintain the Certificate of Authority during the entire contract period. If the Certificate is withdrawn, work will be stopped until such time as the contractor furnishes new bonds from a certificated surety. The successful respondent agrees that failure to execute a contract and file acceptable Labor and Materials bonds as provided herein, within ten (10) calendar days after receipt of the contract, shall be just cause for annulment of the award. *(If bid bond is required and submitted in the form of a cashier's check, the bid bond will be returned to non-awarded bidders and to selected bidder upon receipt of the performance/labor bond.)*

BID BOND Bond No. _____ *(You may use the form below or submit form used by the acceptable Surety company.)*

WHEREAS, _____ ("Bidder") submitted a Bid to the City of Concord ("City") for the Project identified on this Bond, and the terms of the Bid require the Bidder to submit bidder's security.

NOW, THEREFORE, Bidder and _____ ("Surety"), are hereby held and firmly bound unto the City in the amount of not less than ten percent (10%) of the Bid Amount set forth in the Bidders's Bid (the terms and conditions of which are incorporated herein by reference) for the above referenced Project, for payment of which Bidder and Surety hereby bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents. THE CONDITION OF THIS OBLIGATION IS SUCH THAT, it shall be and remain in full force and effect until either the Bidder's Bid is rejected by the City, or if Bidder's Bid is accepted and the City offers the Bidder an agreement and the Bidder properly executes and submits to the City the Agreement and all required documents (including, but not limited to, the Faithful Performance Bond, the Payment Bond and proof of insurance with additional insured endorsement). This obligation shall be null and void when the Bidder's bid is rejected by the City or when the Agreement is fully executed. The Bidder agrees that in case of Bidder's refusal and failure to execute this contract and give required final bonds, the money represented by a cashier's or certified check shall remain the property of the City, and if the Bidder shall fail to execute this contract, the Surety agrees that it will pay to the City damages which the City may suffer by reason of such failure, not exceeding the sum of 10% of the amount of the Bid.

The Surety hereby agrees, for value received, that its obligations under this bond shall in no way be impaired or modified by an agreement between the City and the Bidder to extend the time within which the City may accept the Bidder's Bid, and the Surety hereby waives notice of any such extension.

In the event suit is brought upon this bond, the surety shall pay reasonable attorneys' fees and costs incurred by the prevailing parties in such suit, which fees and costs shall be in addition to the face amount of the bond.

IN WITNESS WHEREOF, the undersigned represent and warrant that they have the right, power, legal capacity, and authority to enter into and execute this document on behalf of the Principal and the Surety, and have caused this document to be executed by setting hereto their names, titles, and signatures.

Please see attached

Principal: _____ (Name of Firm)	Surety: _____ (Name of Firm)
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____
	Address for Notices to Surety: _____

NOTE: NOTARY ACKNOWLEDGMENT FOR SURETY MUST BE ATTACHED.

BID BOND WESTCHESTER FIRE INSURANCE COMPANY

A

BOND NUMBER:

KNOW ALL MEN BY THESE PRESENTS, That VALLEYCREST GOLF COURSE MAINTENANCE, INC. (hereinafter called the **Principal**), as Principal, and WESTCHESTER FIRE INSURANCE COMPANY, a corporation duly organized under the laws of the Commonwealth of Pennsylvania (hereinafter called the **Surety**), as Surety, are held and firmly bound unto CITY OF CONCORD (hereinafter called the **Obligee**), in the sum of Ten percent of amount bid., ($ 10% of Amount Bid) for the payment of which we, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid, dated 9/10/15, for purpose RFP #2329 / Golf Course Maintenance - Diablo Creek Golf Course

NOW, THEREFORE, THE CONDITION OF THE OBLIGATION IS SUCH, that if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with such bid and give bond with good and sufficient surety for the faithful performance of such contract, or in the event of the failure of the Principal to enter into such contract and give such bond, if the Principal shall pay to the Obligee the difference, not to exceed the penalty hereof, between the amount specified in said bid and the amount for which the Obligee may legally contract with another party to perform the work covered by said bid, if the latter amount be in excess of the former, then this obligation shall be null and void, otherwise to remain in full force and effect. This obligation expires sixty (60) days from the effective date of the bid.

Signed and sealed this 28th day of August, 2015.

VALLEYCREST GOLF COURSE MAINTENANCE, INC.
Principal

Witness

By: (SEAL)
Gregory A. Piechala, President

WESTCHESTER FIRE INSURANCE COMPANY

Tracy Aston, Witness Witness

By: (SEAL)
Simone Gerhard, Attorney-in-Fact

bidbondiina

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

On AUG 28 2015 before me, Edward C. Spector, Notary Public, personally appeared Simone Gerhard who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

Edward C. Spector, Notary Public

EDWARD C. SPECTOR
Commission # 2081674
Notary Public - California
Los Angeles County
My Comm. Expires Sep 24, 2018

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles)

On September 3, 2015 before me, Sue Fuqua, Notary Public
(insert name and title of the officer)

personally appeared Gregory A. Pieschala,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

WRS1 SUE FUQUA
COMM. 2029681
NOTARY PUBLIC-CALIFORNIA
LOS ANGELES COUNTY
My Comm. Expires July 15, 2017 WRS1

Signature _____ (Seal)

Power of Attorney

WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That **WESTCHESTER FIRE INSURANCE COMPANY**, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment"):

(1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.

(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such persons written appointment as such attorney-in-fact.

(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(4) Each of the Chairman, the President and Vice Presidents of the Company in hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

Does hereby nominate, constitute and appoint Bernadette Aleman, Daravy Mady, Edward C Spector, James Ross, K D Conrad, Misty Wright, Nathan Varnold, Simone Gerhard, Tom Branigan, Tracy Aston, all of the City of LOS ANGELES, California, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Fifty million dollars & zero cents ($50,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office,

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said **WESTCHESTER FIRE INSURANCE COMPANY** this 8 day of October 2014.

WESTCHESTER FIRE INSURANCE COMPANY

Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA ss.

On this 8 day of October, AD. 2014 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney ,Vice-President of the **WESTCHESTER FIRE INSURANCE COMPANY** to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
KAREN E. BRANDT, Notary Public
City of Philadelphia, Phila. County
My Commission Expires Sept. 26, 2018

Notary Public

I, the undersigned Assistant Secretary of the **WESTCHESTER FIRE INSURANCE COMPANY**, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this day of AUG 28 2015

William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER October 08, 2016.

THE BACK OF THIS DOCUMENT LISTS VARIOUS SECURITY FEATURES THAT WILL PROTECT AGAINST COPY COUNTERFEIT AND ALTERATION.

CITY OF CONCORD, CALIFORNIA

ADDENDUM 1
August 31, 2015
Request for Proposal (RFP) #2329 Golf Course Maintenance – Diablo Creek Golf Course

NOTICE TO BIDDERS

ALL BID STATUS AND UPDATES INCLUDING ADDENDUM WILL BE POSTED ON THE CITY OF CONCORD WEBSITE LOCATED AT HTTP://WWW.CITYOFCONCORD.ORG/BUSINESS/PURCHASING/BIDSANDQUOTES.ASP. ALL BIDDERS MUST BE REGISTERED ONLINE IN ORDER TO PARTICIPATE IN THE BIDDING PROCESS AS WELL AS RECEIVE BID NOTICES AND UPDATES. IT IS THE BIDDER'S RESPONSIBILITY TO BE INFORMED OF ANY CHANGES, REVISIONS, OR UPDATES BY CONTACTING THE PURCHASING AGENT OR BY GOING TO THE CITY'S WEBSITE NOTED ABOVE.

ADDENDUM 1 ISSUED TO ADDRESS THE FOLLOWING:

RESPONSES TO QUESTIONS:
Responses to questions submitted by the deadline of August 28, 2015 are as follows:

1) Regarding Exhibit B, Paragraph C Preparation of Proposals, Paragraph 3 (Page 37 of 69): For a bid by a Corporation, in lieu of two (2) signatures, will one (1) notarized Corporate Officer's signature, along with a Certificate of Resolution naming that officer as authorized to execute bids on behalf of the Corporation, be sufficient?

   Response 1: *Yes.*

Addendum No. 1 is hereby acknowledged and made part of the solicitation and any agreement documents.

By:
COMPANY NAME: ValleyCrest Golf Course Maintenance, Inc.
ADDRESS (Not a P.O. Box): 24151 Ventura Blvd.
CITY: Calabasas STATE, ZIP CODE: CA 91302
PHONE NO.: 818-223-8500 EMAIL: GPieschala@valleycrest.com
YOUR NAME & TITLE: Gregory A. Pieschala, President
YOUR SIGNATURE: G A P DATE: 9/2/2015

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles)

On September 3, 2015 before me, Sue Fuqua, Notary Public
(insert name and title of the officer)

personally appeared Gregory A. Pieschala,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

WRS1 SUE FUQUA WRS1
COMM. 2029681
NOTARY PUBLIC-CALIFORNIA
LOS ANGELES COUNTY
My Comm. Expires July 15, 2017

Signature Sue Fuqua (Seal)

CERTIFICATE OF RESOLUTION

I, Gena Ashe, the Secretary of VALLEYCREST GOLF COURSE MAINTENANCE, INC., a California corporation, do hereby certify that on January 19, 2015, the following resolutions were adopted by unanimous consent of the Directors of VALLEYCREST GOLF COURSE MAINTENANCE, INC., in accordance with Article III, Section 3.10 of the Bylaws of the Corporation:

> RESOLVED, that the Board of Directors have authorized and they do hereby authorize Gena Ashe, Ronald Cammarata, John P. Crowder, Tomas A. Kuehn, Andrew J. Mandell, Terrance McGuire, Gregory A. Pieschala, Robert Tyler, or any of them to execute and deliver in the name of and for and on behalf of this Corporation, any and all bids, bid bonds, contracts, contract bonds, authorizations pertaining to contracts, liens and releases, and credit applications;
>
> FURTHER RESOLVED, that the Secretary or Assistant Secretary of the Corporation is hereby authorized and directed to execute a Certificate of Resolution certifying to the passage of these resolutions;
>
> FURTHER RESOLVED, that any and all firms, persons, corporations and other entities, including, without limiting effect, public entities, shall be entitled to rely on the authority of any one of the foregoing persons to bind this Corporation by the execution and the delivery of any such bids, bid bonds, contracts, contract bonds, and authorizations pertaining to contracts, liens and releases;
>
> FURTHER RESOLVED, that the authority herein contained shall remain in effect until the persons, firm, corporation or other entity relying upon the authority herein contained receive written notice to the contrary and that all previous authorizations heretofore given with respect to the matters herein contained are revoked; provided, however, that this revocation shall not affect the validity of any instrument hereinabove referred to that was executed by any person or persons who at the time of such execution was duly authorized to act.

DATED: September 2, 2015

Gena L Ashe

Gena Ashe
Secretary

ValleyCrest
Golf Maintenance

LIST OF SUBCONTRACTORS

Response to Section IV. INSTRUCTIONS TO BIDDERS

1.
Pump Repair Service Co.
405 Allan Street, San Francisco, CA 94134
Phone: (415)467-2150
Contractor's License #263997
Irrigation Pump Station Service
Value of Work: +/-$5,000 annually
Public Works Registration #1000001908

2.
ValleyCrest Tree Care Services Inc.
4677 Pacheco Blvd, Martinez, CA 94533
Phone: (925)525-9613
Contractor's License #863659
Tree Work
Value of Work: +/-$5,500 annually
Public Works Registration #1000005359

3.
Alaniz Construction Inc.
7160 Stevenson Blvd, Fremont, CA 94538-2469
Phone: (510)770-5000
Contractor's License #587021
Parking Lot Sealcoating & Paint Striping
Value of Work: +/-$9,000 per Service
Public Works Registration #1000004707

ValleyCrest
Golf Maintenance

TAB D — ADDITIONAL DATA PURSUANT TO SECTION C, PARAGRAPH 2

a. VCGCM On-site Experience

VCGM'S ON-SITE EXPERIENCE

As the incumbent contractor on this property, ValleyCrest Golf Maintenance has a very detailed and intimate knowledge of this golf course and the agronomic needs specific to the course. Below is a summary of improvement projects ValleyCrest Golf has been involved with as part of our ever evolving agronomic and Capital Improvement plans, along with recommendations to the City for course improvements. We also recognize the challenges facing the course (and the golf industry) in the future.

The ValleyCrest Golf Maintenance Team — Led by Superintendent Don Paul, CGCS (center)

DIABLO CREEK GOLF COURSE

Projects Completed

- Installation of new Flowtronex Irrigation Pump Station
- Installation of new metal building/protective shelter for pump station
- Installation of new irrigation lake aeration system
- Installation of new lake fountain on hole #7
- Tree removal, restoration, and planting program
- Bunker renovation program
- Maintenance shop renovation and Safety Compliance Program
- Management of Audubon Cooperative Sanctuary Program
- Driving range protective netting installation project (removal of old netting)
- Installation of new tee signs throughout golf course
- Installation of new permanent tee markers throughout golf course
- Fairway interseeding projects (every other year)
- Parking lot seal coating and paint striping project
- Restroom leach field replacement project – Hole #5
- Irrigation system Bryozoan control program

Agronomic Solutions Implemented

- Properly managed and reduced organic matter/thatch accumulation in Bent/Poa putting greens (prone to excessive thatch accumulation).
- Interseeding of fairways on every other year schedule plus the implementation of utilizing a mulch compost topdressing product on fairways every year has improved turf quality and density in fairways substantially.
- Tree care and quality has improved significantly through consistent pruning, removal of dead trees, the planting of replacement trees, and the introduction of new trees throughout the golf course.
- Implemented drought contingency plan recommendations to conserve water use.

Recommendations to the City

- VCG recommends complete bunker reconstruction/renovation project.
- VCG recommends irrigation upgrades including piping replacement on holes #3-7, satellite & sprinkler upgrades throughout the course, and hand held radio control.
- VCG recommends new landscaping around Clubhouse to eliminate turf areas and implement drought resistant plant materials.
- VCG recommends several drainage/basin projects throughout the golf course to improve drainage along cart paths.

Future Challenges

- Continual challenges with water quality including Bryozoan and high salt content.
- Aging buildings & infrastructure including Clubhouse, maintenance shop, irrigation system, pump station, bridges, parking lot & picnic area facility.

As part of an annual diagnostic program, VCG performs intact soil analysis to evaluate physical characteristics of the putting green soil and topdressing sand at each property. These analyses are performed to quantify organic matter accumulation in the soil profile and to ensure topdressing sand is compatible with the existing soil present on each property.

PHYSICAL AND ORGANIC MATTER ANALYSIS OF PUTTING GREENS AT DIABLO CREEK GOLF COURSE

Maintaining the proper level of organic matter (thatch) in Bentgrass/*Poa Annua* putting greens is important to long-term health and performance. These grasses are prone to accumulating excessive organic matter over time if the proper cultural practices (aerification, verticutting, topdressing) are not performed on a scheduled and programmed basis. Excess organic matter (thatch) can reduce water infiltration, harbor plant diseases, and reduce playability. **Table 1** below shows examples of these analyses from Diablo Creek golf course putting greens from 2013 and 2014. The results show the percent organic matter is trending downward which demonstrates that the proper cultural practices are being employed to manage organic matter accumulation in the greens at Diablo Creek Golf Course. A typical target percent organic matter for bentgrass putting greens is 2 to 4%, however can vary from course to course. How the organic matter is trending over time is the most important factor to determine if the correct practices are being performed. Annual in-tact soil core physical analysis will continue to be performed by ValleyCrest to ensure the cultural practices are adequate to maintain healthy levels of organic matter in the top profile of the putting greens.

Table 1. *Percent organic matter in top 1/2" of putting greens at Diablo Creek Golf Course. Analysis performed by ValleyCrest and sent to Dept. of Plant, Soil, and Microbial Sciences at Michigan State University.*

Green	2013	2014	2015	Δ OM
#1 Green Diablo Creek 0–1/2"	3.9%	2.7%	2.7%	-1.3%
#4 Green Diablo Creek 0–1/2"	4.7%	3.2%	3.0%	-1.7%
#15 Green Diablo Creek 0–1/2"	4.0%	3.7%	2.7%	-1.3%

GOLF'S
BEST KEPT
SECRET
ValleyCrest
Golf Maintenance

A WHOLE NEW GAME

For a sport steeped in honored traditions, the golf world has changed considerably over recent years, forcing clubs to question many facets of their operation including the traditional means for maintaining their course. Club members continually expect course conditions to be high quality and consistent — the golf course is the premier amenity at most clubs, so exceptional conditions and aesthetics, achieved efficiently, are a distinct advantage that can distinguish a club from the competition. Still, the marketplace heaps pressure on clubs to protect assets and reduce spending. Moreover, regulatory and benefit requirements, rising costs of labor and products, and a dizzying array of new technology vie for a club manager's attention. It's a juggling act few can master on their own, yet some of the top clubs seemingly do. What's their secret? Bringing in dedicated experts to manage their golf maintenance operations.

ValleyCrest Golf Course Maintenance has become the go-to maintenance specialist for clubs that are thriving even in these challenging times. We focus exclusively on refining the art, science and operations of course maintenance for private clubs across the country. The challenges we've helped our clients overcome may very well be the same ones you're facing at your club today, such as:

- **Cost containment**
- **Pressure to improve course conditions**
- **Workflow and scheduling**
- **Strategic resource management, planning and purchasing**
- **Equipment sourcing and management**
- **Capital improvement planning and emergency response implementation**

The solutions we've provided could be exactly what your club needs to move forward successfully and cost-effectively over the long term.

A PARTNERSHIP THAT PUTS YOU IN CONTROL

WHEN WE PARTNER WITH YOU, YOU SET THE STANDARD FOR YOUR COURSE. **WE MAKE IT HAPPEN.**

We act as your operating partner and advisor, but the final choice is always yours. The result, as seen by the clubs with which we've worked, is improved and consistent course conditions, increased member satisfaction, predictable budgets, and cost containment that often results in annual savings of 5 to 10 percent.

Despite the advantages that come with outsourcing your golf maintenance operations, many clubs struggle with the decision. It's understandable. Concerns about the impact on daily operations, staff and the long-term future of the course and the club are natural. Many of our clients at one time shared the same concerns, but have come back to tell us that partnering with ValleyCrest was a smart decision for their club.

"If a club wants a good golf course for a fair and reasonable cost, they should turn it over to an expert. Most of our members are professionals, doctors, engineers and lawyers, but they're not experts in golf course maintenance. That's why I highly recommend ValleyCrest."

– John Brisco
President
Victoria Club

Calabasas Country Club
Calabasas, CA

YOUR COURSE TO SUCCESS
HOW WE WORK WITH PARTNERS

Every course is unique. Therefore, we start by creating a custom agronomic and operating plan for the care of your course and grounds. In our initial conversations and through the life our contract, you can count on ValleyCrest Golf Maintenance to provide you and your staff with timely communication, proven systems and intellectual and material resources to help make operations run smoothly and cost-effectively.

Superintendent Support

The superintendent becomes a ValleyCrest employee but he remains "yours" as a member of your senior team. He continues to report to the club, yet now as a more valuable manager, supported by ValleyCrest's experience, team members and the latest tools and scientific expertise. Our goal is to deliver 125 percent of what an individual superintendent might be able to accomplish on his own. For example, as a ValleyCrest team leader, he'll get one-on-one support from:

- PhD agronomists who troubleshoot issues, create annual, site-specific agronomic plans based on real-time, on-site data and provide a toolkit of leading-edge diagnostic tools.
- Management and operations experts who ensure the day-to-day and larger annual work is completed efficiently and safely without sacrificing the quality of the course or play experience.
- Administrative personnel, systems and technology that help minimize paperwork and maximize the time that he can spend on the course with crew.
- Ongoing training through monthly GCSAA educational webcasts led by our Director of Agronomy, Annual GCSAA Meetings and a ValleyCrest–hosted Annual Meeting.

PROBLEM

INCONSISTENT QUALITY

Victoria Club
Riverside, CA

Greens are the most valuable asset on a golf course. Victoria Club, a historic, century-old private club, had struggled in recent years to maintain consistent and healthy greens. They were forced to pour money into greens renovations with no idea why their greens were failing. So they turned to ValleyCrest. Within a short time, our in-house PhD agronomist conducted tests and assessed the root causes of the issue. In the first year of our partnership with the club, he collaborated with the Superintendent to implement a treatment program that restored the greens to consistently healthy conditions.

PROBLEM

EMERGENCY RESPONSE

Glendora Country Club
Glendora, CA

No entity — large or small — can control Mother Nature. But when she strikes, ValleyCrest can leverage our wide network of resources to respond immediately. A severe windstorm brought down so many trees at the Glendora Country Club, the club was forced to close for play. We brought in our crews from surrounding courses to remove and clean up more than 30 dumpsters of debris, enabling the club to open only two days after the disaster.

Pacific Palms Resort
City of Industry, CA

Bolstering the Crew

Your crew also transitions to ValleyCrest but remains an integral part of your club. We work to ensure that our partnership supports the relationship you've formed with them. Any new positions that result as part of our work will be offered first to qualified staff. And, as we work together with you to explore system improvements, we do so keeping in mind the best interests of the club.

We also work with the crew to help them develop professionally while furthering your goals for your course. In the first 60 days of your partnership with ValleyCrest, our management team will conduct training workshops on technical skills, golf course etiquette and workplace and equipment safety — all with the goal of maximizing productivity and increasing quality standards. Over the next 90 days, we'll help them master our operating programs and how they can be put to work to help your club gain a competitive advantage.

Back Office Efficiency and the Benefits of Large Scale

In addition to access to ValleyCrest's team of specialists in safety, agronomy, arboriculture and pesticide usage, you also get expert support in the areas of payroll, benefit administration, purchasing and telecommunications. The result? Streamlined operations, greater efficiency and cost savings. ValleyCrest also provides all materials needed to maintain the course — and because of our large-scale purchasing, we pass the savings on to you.

Equipment Purchasing Made Easy

Your needs dictate our approach to equipment sourcing. With some partners, we provide the equipment needed to get the work done as outlined in the agreement. With others, the club provides the equipment. We also offer the option of a five-year plan for providing and/or replacing equipment. This option utilizes ValleyCrest as a financial instrument as the equipment purchaser and allows the equipment financing cost to be included in the price of our maintenance service. After five years, the equipment becomes the property of the club.

PROBLEM

INCREASING COSTS, DECREASING CONDITIONS

The Village Club of Sands Point
Sands Point, NY

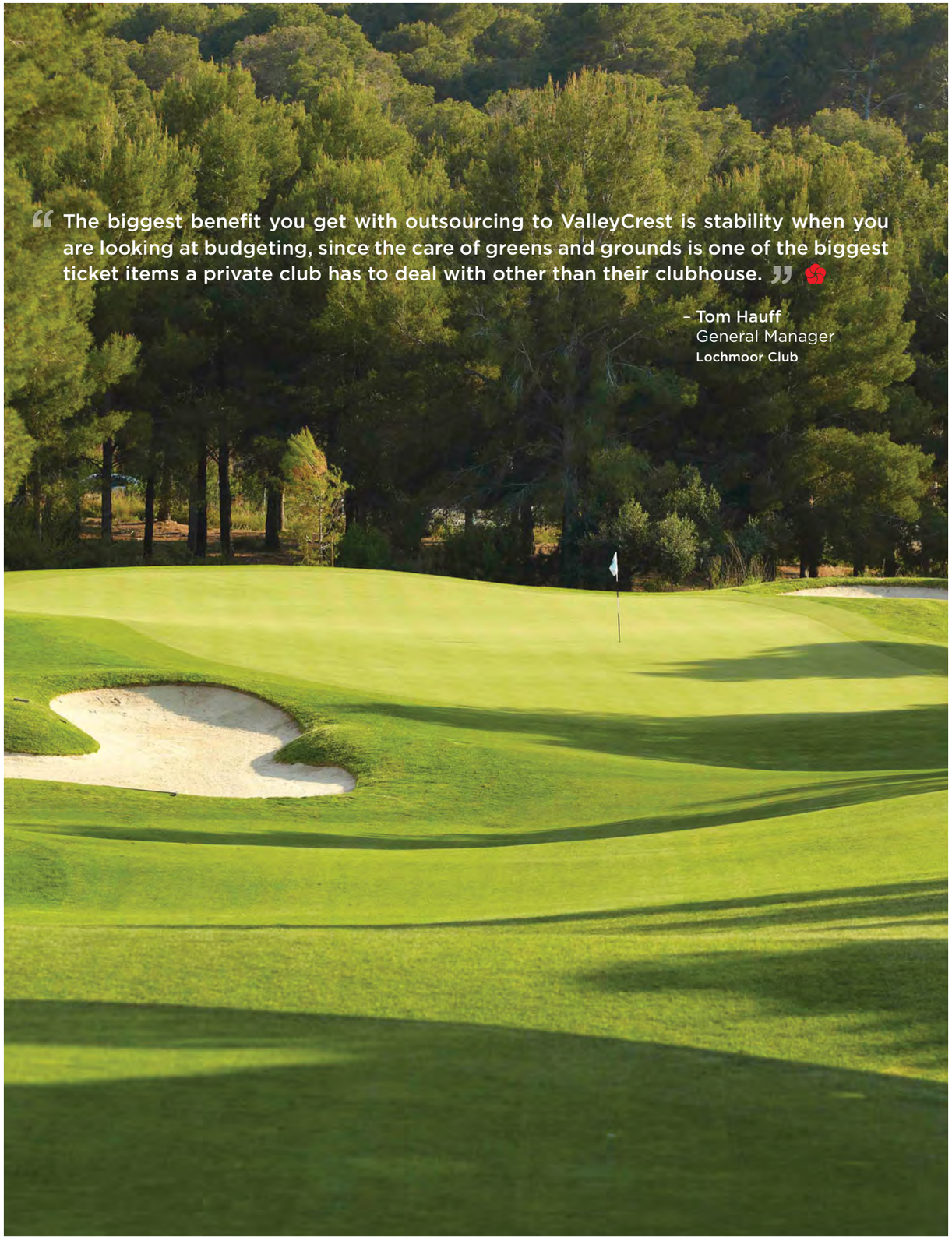
The number one reason courses seek out a maintenance partner is to control costs while improving quality. Such was the case with The Village Club of Sands Point. In the first year, the course and grounds showed dramatic improvement while the maintenance expense decreased by 10 percent. Moreover, the changes have increased member satisfaction, and Sands Point is well on its way to becoming one of the most desirable clubs in its market.

PROBLEM

GAINING A COMPETITIVE ADVANTAGE

St Ives Country Club
Johns Creek, GA

The race for members is more competitive than ever. St Ives is located in a highly saturated golf market and saw ValleyCrest as a solution that would give them a competitive advantage. By partnering with ValleyCrest and taking advantage of our proven, innovative systems, St Ives dramatically improved golf course conditions, reduced operating expenses and invested the savings in a significant renovation. Over our eight-year partnership, ValleyCrest has saved the club 25 percent on their maintenance cost while improving and creating greater consistency in the course conditions. This has helped the club become financially stable, improve member satisfaction and successfully recruit new members in this highly competitive market.



"The biggest benefit you get with outsourcing to ValleyCrest is stability when you are looking at budgeting, since the care of greens and grounds is one of the biggest ticket items a private club has to deal with other than their clubhouse."

– Tom Hauff
General Manager
Lochmoor Club

“ ValleyCrest achieved what they said they would — our fairways came back. They have a very good feel for the aesthetics of our golf course and have made significant improvements that have been beneficial in helping bring in new members. Last year, before ValleyCrest came on board, we were getting lots of complaints from our members. This spring we’re seeing a significant pick-up in new members. ”

– David Deutsch
Board President
The Village Club at Sands Point

Experts at Your Service—Where and When You Need Them

Our management experts have developed a unique-to-golf labor management strategy that utilizes a combination of specialty experts and proprietary work plans that ensure every task, year-round, gets the required attention when you want it. There are never scheduling fiascos that impact play or projects left unfinished.

Our agronomists offer the advantage of knowledge that is science based and continually honed. As a result, you’ll get the latest research and technology as well as the type of tools and treatments that few private courses can afford in-house. The result is sophisticated planning, proactive execution, earlier detection of issues and faster, more effective solutions.

Advisors That Let You Control Your Future

Our goal in every partnership is to make it last forever by providing exceptional conditions, by using resources efficiently and by being a trusted partner. However, we understand that you have a duty to your club and to your fellow members to ensure that the club can always move in the direction that it deems best, both now and in the future.

Therefore, we construct our relationships and agreements so that you are never “trapped” in partnering with us. You’re free to terminate our agreement without cause, penalty-free. Typically, we work under a five-year contract term, with a 60-day termination without cause provision. In the event we part ways, you will be free to hire the employees working on your golf course. You keep all the needed records related to course maintenance, and we make it easy to transition inventories of equipment, tools, materials and supplies back to you.

Of course, we hope that this will not be the case, but you can relax in knowing that your club always has control of its future.

OUR SCIENTIFIC APPROACH IS TWO-FOLD

1. We invest in research and development to stay at the forefront of the latest technology

2. We have PhD agronomists on our staff who work hand-in-hand with superintendents to help troubleshoot problems as they arise, plan data-driven agronomic programs and provide input and guidance for larger capital improvement projects.

ValleyCrest
Golf Maintenance

Your Course To Success

24151 Ventura Boulevard, Calabasas, California 91302
(818) 737-2693 www.valleycrest.com/golf

VALLEYCREST GOLF MAINTENANCE
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Proposal No. 2072-15-002-R