

**INDEPENDENT CONTRACTOR'S AGREEMENT**

**THIS INDEPENDENT CONTRACTOR'S AGREEMENT** (hereinafter this "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between **BAREFOOT BAY RECREATION DISTRICT**, a special district of the State of Florida (hereinafter the "DISTRICT" or "BBRD") and BrightView Golf Maintenance, Inc., a corporation authorized to do business in the State of Florida (hereinafter "CONTRACTOR").

**WITNESSETH**

**WHEREAS**, the DISTRICT is a special district of the State of Florida, having a responsibility to provide certain services to benefit the citizens of the District; and

**WHEREAS**, the DISTRICT has the full power and authority to enter into the transactions contemplated by this Agreement; and

**WHEREAS**, CONTRACTOR is competent and has sufficient manpower, training, and technical expertise to perform the services contemplated by this Agreement in a timely and professional manner consistent with the standards of the industry in which CONTRACTOR operates; and

**WHEREAS**, Section 448.095, Fla. Stat., imposes certain obligations on public agencies with regard to the use of the E-Verify system by their contractors and subcontractors.

**WHEREAS**, CONTRACTOR agrees to provide such goods and services as more particularly described in this Agreement, as well as in any bid or quotation documents issued in connection with this project.

**WHEREAS**, the DISTRICT issued Request for Proposals 2022-06 in order to obtain a service provider to provide golf course maintenance services for Barefoot Bay Executive Golf Course (hereinafter "RFP"), which RFP is not attached but incorporated by the reference into this Agreement; and

**WHEREAS**, the DISTRICT received three responses before the deadline; and

**WHEREAS**, CONTRACTOR has provided the District with a written proposal in response to the RFP to provide the services as described and set out in the RFP, including services to provide golf course maintenance services and general maintenance services for the lawn bowling and softball field; and

**WHEREAS**, the DISTRICT desires to accept the CONTRACTOR's proposal in order for CONTRACTOR to render the services to the District as provided therein pursuant to the terms and conditions of this Agreement; and

**WHEREAS**, the CONTRACTOR further warrants that it is experienced and capable of performing the tasks hereunder in a professional and competent manner; and

**WHEREAS**, the DISTRICT finds that entering into this Agreement with the CONTRACTOR as described herein serves as a valid public purpose.

**NOW THEREFORE**, the DISTRICT hereby engages the services of the CONTRACTOR, and in consideration of the mutual promises herein contained, the sufficiency of which is hereby acknowledged by both parties, the parties agree as follows:

1. **Recitals.** The foregoing recitals are true and correct, constitute a material inducement to the parties to enter into this Agreement, and are hereby ratified and made a part of this Agreement.
2. **Term.** The term of this Agreement shall commence on April 17, 2023, and shall be for an initial term of three (3) years, unless earlier terminated as stated herein. The parties may extend this Agreement term for two (2) additional one-year (1) terms by mutually executing an amendment to this Agreement. The Community Manager is authorized to approve an amendment to this Agreement to extend the initial term as set forth herein.
3. **Description of Work.**
  - a. DISTRICT hereby retains CONTRACTOR to furnish goods and services as described in CONTRACTOR'S proposal responsive to DISTRICT'S RFP (hereinafter the "Scope of Services"), which is attached hereto as **Exhibit "A"** and incorporated herein by reference. Any conflict between the terms and conditions in the body of this Agreement and the terms and conditions set forth in **Exhibit "A"** will be resolved in favor of the body of this Agreement. As DISTRICT desires that the Scope of Services be amended and supplemented for the purposes of this Agreement, the Scope of Services is amended by the Schedule of Amendments attached hereto as **Exhibit "B"** to this Agreement. Any conflict between the terms of **Exhibit "B"** and the terms and conditions set forth in the Scope of Services attached hereto as **Exhibit "A"** will be resolved in favor of **Exhibit "B"**.
  - b. CONTRACTOR must also comply with, and abide by, all requirements as contained in any invitation to bid (ITB), request for proposals (RFP), request for qualifications (RFQ), bid specifications, or other similar documents issued for this project by DISTRICT, together with any addenda, (hereinafter the "Bid Documents"), as applicable. The Bid Documents, if applicable, are hereby incorporated into this Agreement by reference and are declared to be material part of this Agreement. Any conflict between the terms and conditions in the body of this Agreement and the terms and conditions set forth in the Bid Documents will be resolved in favor of the body of this Agreement.
  - c. Should DISTRICT request additional services not provided for in Scope of Services, CONTRACTOR will provide DISTRICT with a detailed proposal for all such work requested. A breakdown of pricing for such additional services will be provided as part of said detailed proposal.

- d. From time to time as may be appropriate, CONTRACTOR may provide DISTRICT Natural Disaster Renovation & Clean Up Services. The prices for these services shall follow the prices and fees established in **Exhibit "C"** to this agreement, as may be amended from time to time by the Parties to this Agreement. Any conflict between the terms and conditions in the body of this Agreement and the terms and conditions set forth in **Exhibit "C"** will be resolved in favor of the body of this Agreement.

#### 4. Payment.

- a. The DISTRICT agrees to pay the CONTRACTOR an Annual Fee, pro-rated monthly in twelve equal installments, in arrears, and within twenty-six (26) days of each invoice received during the term of the Agreement for the Services rendered by the CONTRACTOR during such invoice period. For the initial three-year term of the Agreement, the Annual Fee will be \$538,988.00 per year. For any additional one-year terms this Agreement is extended beyond the initial three-year term, the Annual Fee will be increased by an amount equal to the lesser of the Annual CPI increase, or by 3% of the prior year's Annual Fee. For purposes herein, the Annual CPI Increase will be the percentage change in the Consumer Price Index- U.S. City Average and all items, published by the U.S. Department of Labor, Bureau of Labor Statistics, for the 12-month period ending two months prior to the date of adjustment.
- b. The monthly and annual total fees charged by the CONTRACTOR to the DISTRICT for the performance of the Scope of Services attached to this agreement are as follows:

	<u>Monthly</u>	<u>Annual Total</u>
April 17, 2023 – April 16, 2024	\$44,915.67	\$538,988
April 17, 2024 – April 16, 2025	\$44,915.67	\$538,988
April 17, 2025 – April 16, 2026	\$44,915.67	\$538,988
April 17, 2026 – April 16, 2027	(Prior Annual Total Amount Adjusted for CPI increase, not to exceed 3%)	
April 17, 2027 – April 16, 2028	(Prior Annual Total Amount Adjusted for CPI increase, not to exceed 3%)	

- c. CONTRACTOR recognizes that as a political subdivision of the State of Florida, DISTRICT qualifies for State of Florida sales tax exemption. Wherever permissible by Florida Law, in accordance with Chapter 212, Florida Statutes, CONTRACTOR agrees to utilize DISTRICT'S sales tax exemption in the purchase of goods or services on behalf of DISTRICT in the performance of the Scope of Services under this Agreement, and for DISTRICT to retain any tax savings generated thereby.
- d. DISTRICT reserves the right to ratably withhold amounts in the event of the nonperformance of all or part of CONTRACTOR's obligations. CONTRACTOR must, without additional compensation, correct and revise any errors, omissions, or other

deficiencies in its work product, services, or materials arising from the error or omission or negligent act of CONTRACTOR.

- e. CONTRACTOR will invoice the DISTRICT no more frequently than monthly and no sooner than fifteen (15) days before the first day of the month for which payment is due. CONTRACTOR will separately invoice for any services or additional costs outside of this agreement specifically authorized by the DISTRICT, which will require CONTRACTOR to substantiate the validity of these services.

- 5. **Taxes.** CONTRACTOR shall pay all sales, consumer, use, and other similar taxes for the Work or portions thereof provided by the Contractor which are legally enacted at the time bids are received, whether effective or not. DISTRICT reserves the right to direct purchase materials to realize a tax savings and adjust the contract amount accordingly. CONTRACTOR hereby agrees to permit DISTRICT to direct purchase from the CONTRACTOR's suppliers at prices quoted to CONTRACTOR and for DISTRICT to retain any tax savings generated thereby.

6. **Termination.**

- a. Termination at Will by DISTRICT: This Agreement may be terminated by DISTRICT, in whole or in part, at any time for any reason whatsoever by DISTRICT giving written notice to CONTRACTOR not less than thirty (30) days prior to the date of termination; provided, however, that in such event, neither party will be relieved from its rights or obligations of this Agreement through the date of the actual termination. Notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery. If DISTRICT gives notice of such early termination, DISTRICT shall be obligated to pay CONTRACTOR for all services rendered over such thirty (30) day period.
- b. Termination at Will by CONTRACTOR: This Agreement may be terminated by CONTRACTOR, in whole or in part, at any time for any reason whatsoever by CONTRACTOR giving written notice to DISTRICT not less than ninety (90) days prior to the date of termination; provided, however, that in such event, neither party will be relieved from its rights or obligations of this Agreement through the date of the actual termination. Notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery. DISTRICT shall have the option of allowing CONTRACTOR to provide services for the full ninety (90) day notice period or having CONTRACTOR cease providing services sooner than the ninety (90) day notice period. If DISTRICT directs CONTRACTOR to cease providing services sooner than the ninety (90) day notice period, DISTRICT shall only be obligated to pay CONTRACTOR for services rendered through the last date of such services being rendered.
- c. Termination for Cause: This Agreement may be terminated by DISTRICT for cause by giving written notice to CONTRACTOR not less than 10 days prior to the date of termination; provided, however, that in such event, neither party will be relieved from its rights or obligations of this Agreement through the date of the actual termination.

Notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery. The Parties agree that the following is a non-exclusive list of actions, conduct, and/or material breaches of this Agreement that would constitute unacceptable conduct or performance under this Agreement that would allow DISTRICT to terminate this Agreement for cause:

- i. Verbal or physical abuse of residents, golfers, and/or DISTRICT staff;
- ii. Damage to DISTRICT facilities in excess of \$25,000, that is not immediately repaired at the CONTRACTOR'S expense.
- iii. Failing to maintain the agreed required work experience of CONTRACTOR staff assigned to DISTRICT, as further set out in Paragraph 10.a to this Agreement;
- iv. Non-continual improvement to appearance and playability of DISTRICT facilities;
- v. Failing to adhere to equipment/materials purchased by DISTRICT or with DISTRICT'S tax exception status being used outside of the DISTRICT; and
- vi. Failing to respond to emergency situations in a timely manner.

7. **Notices.** All notices to the parties under this Agreement must be in writing and sent certified mail to:

- a. To DISTRICT: Barefoot Bay Recreation District, Attention: Community Manager, 625 Barefoot Blvd., Barefoot Bay, Florida 32976;
- b. To CONTRACTOR: Brightview Golf Maintenance, Inc., Attention: Terrance D. McGuire, Vice President, 27001 Agoura Road; Suite 350, Calabasas, CA 91301.

8. **Insurance.**

Contractor agrees to maintain insurance, which will fully protect both Contractor and the District from any and all claims under any Workers Compensation Act or Employers Liability Laws, and from any and all other claims of whatsoever kind or nature to the damage or property, or for personal injury, including death, made by anyone whomsoever, that may arise from operations carried on under this Agreement, either by Contractor, any subcontractor, or by anyone directly or indirectly engaged or employed by either of them.

The insurance coverage required by this Agreement must not be less than the amounts described in the Bid Documents. If the Bid Documents do not state an insurance requirement or the amount of insurance, then the amount of insurance required by this Agreement must not be less than:

- i. Workers' Compensation (unless exempt) with Employers' Liability shall be as provided by statute.
- ii. Comprehensive or Commercial General Liability (CGL) insurance (including, but not limited to, the following Supplementary Coverages: (i) Contractual Liability to cover liability assumed under this Agreement; (ii) Produce and Completed Operations Liability Insurance; (iii) Broad Form Property Damage

Liability Insurance; and (iv) Explosion, Collapse, and Underground Hazards (Deletion of the X, C, U Exclusions), if such exposure exists):

1. Bodily Injury: \$1,000,000 per occurrence;
  2. Property Damage: \$1,000,000 per occurrence.
- iii. Automobile Liability Insurance:
1. Bodily Injury: \$1,000,000 per occurrence;
  2. Property Damage: \$1,000,000 per occurrence;
- If a Combined Single Limit is provided, the total coverage shall not be less than \$2,000,000 per occurrence.
- iv. Professional Liability Insurance (for professional services as defined pursuant to Florida Law, environmental contractors, or as otherwise specifically required by BBRD): \$1,000,000 per occurrence.

The most recent Rating Classification Financial Size Category of the Insurer regarding any coverages as required herein, as published in the latest edition of AM Best's Rating Guide (Property-Casualty), shall be a minimum of A.

9. **General Provisions.** CONTRACTOR must comply with the following general provisions:

- a. **Bond.** If a surety bond has been required by the Bid Documents for CONTRACTOR's faithful performance and payment, and if at any time the surety is no longer acceptable to DISTRICT, CONTRACTOR must, at its expense, within five (5) days after the receipt of notice from the DISTRICT to do so, furnish an additional bond or bonds in such form and with such Surety or Sureties as are satisfactory to DISTRICT. DISTRICT will not make any further payment to CONTRACTOR, nor will any further payment be deemed to be due to CONTRACTOR, until such new or additional security for the faithful performance of the work is furnished in a manner and form satisfactory to DISTRICT.
- b. **Compliance with Laws.** In providing the Scope of Services, CONTRACTOR must comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and hereafter adopted.
- c. **Personal nature of Agreement; Assignment.**
  - i. The parties acknowledge that DISTRICT places great reliance and emphasis upon the knowledge, expertise, training, and personal abilities of CONTRACTOR. Accordingly, this Agreement is personal and CONTRACTOR is prohibited from assigning or delegating any rights or duties hereunder without the specific written consent of DISTRICT.
  - ii. If CONTRACTOR requires the services of any subcontractor or professional associate in connection with the work to be performed under this Agreement, CONTRACTOR must obtain the written approval of DISTRICT Project Manager prior to engaging such subcontractor or professional associate.



CONTRACTOR will remain fully responsible for the services of any subcontractors or professional associates.

d. **Discrimination.**

- i. CONTRACTOR shall not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. CONTRACTOR shall not exclude any person, on the grounds of age, ethnicity, race, religious belief, disability, national origin, or sex, from participation in, denied the benefits of, or be otherwise subjected to discrimination in any activity under, this Agreement.
- ii. CONTRACTOR shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management.

e. **Independent contractor.**

- i. CONTRACTOR is, and will be deemed to be, an independent contractor and not a servant, employee, joint adventurer, or partner of the DISTRICT. None of CONTRACTOR's agents, employees, or servants are, or will be deemed to be, the agent, employee, or servant of the DISTRICT. None of the benefits, if any, provided by the DISTRICT to its employees, including but not limited to, compensation insurance and unemployment insurance, are available from the DISTRICT to the employees, agents, or servants of CONTRACTOR. CONTRACTOR will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, and subcontractors during the performance of this Agreement. Although CONTRACTOR is an independent contractor, the work contemplated herein must meet the approval of the DISTRICT and is subject to the DISTRICT's general right of inspection to secure the satisfactory completion thereof. CONTRACTOR must comply with all Federal, State and municipal laws, rules and regulations that are now or may in the future become applicable to CONTRACTOR, or to CONTRACTOR's business, equipment, or personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations. The DISTRICT will not be held responsible for the collection of or the payment of taxes or contributions of any nature on behalf of CONTRACTOR.
- ii. CONTRACTOR will bear all losses resulting to it on account of the amount or character of the work, or because of bad weather, or because of errors or omissions in its contract price.
- iii. CONTRACTOR must utilize, and must expressly require all subcontractors to utilize, the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by CONTRACTOR and any subcontractors during the Term of this Agreement.

f. **Indemnification.**

- i. CONTRACTOR must indemnify and hold the DISTRICT harmless against and from any and all claims, losses, penalties, interest, demands, judgments, costs, damages, or expenses, including attorney's fees and court costs, incurred by the DISTRICT, or its agents, officers, or employees, arising directly or indirectly from CONTRACTOR's performance under this Agreement or by any person on CONTRACTOR's behalf, including but not limited to those claims, losses, penalties, interest, demands, judgments, costs, damages, or expenses arising out of any accident, casualty, or other occurrence causing injury to any person or property. This includes persons employed or utilized by CONTRACTOR (including CONTRACTOR's agents, employees, and subcontractors). CONTRACTOR must further indemnify the DISTRICT against any claim that any product purchased or licensed by the DISTRICT from CONTRACTOR under this Agreement infringes a United States patent, trademark, or copyright. CONTRACTOR acknowledges that CONTRACTOR has received consideration for this indemnification, and any other indemnification of the DISTRICT by CONTRACTOR provided for within the Bid Documents, the sufficiency of such consideration being acknowledged by CONTRACTOR, by CONTRACTOR's execution of this Agreement. CONTRACTOR's obligation will not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance, whether such insurance is in connection with this Agreement or otherwise. Such indemnification is in addition to any and all other legal remedies available to the DISTRICT and not considered to be the DISTRICT's exclusive remedy.
- ii. In the event that any claim in writing is asserted by a third party which may entitle the DISTRICT to indemnification, the DISTRICT must give notice thereof to CONTRACTOR, which notice must be accompanied by a copy of statement of the claim. Following the notice, CONTRACTOR has the right, but not the obligation, to participate at its sole expense, in the defense, compromise or settlement of such claim with counsel of its choice. If CONTRACTOR does not timely defend, contest, or otherwise protect against any suit, action or other proceeding arising from such claim, or in the event the DISTRICT decides to participate in the proceeding or defense, the DISTRICT will have the right to defend, contest, or otherwise protect itself against same and be reimbursed for expenses and reasonable attorney's fees and, upon not less than ten (10) days' notice to CONTRACTOR, to make any reasonable compromise or settlement thereof. In connection with any claim as aforesaid, the parties hereto must cooperate fully with each other and make available all pertinent information necessary or advisable for the defense, compromise or settlement of such claim.
- iii. The indemnification provisions of this paragraph will survive the termination of this Agreement.

g. **Sovereign Immunity.** Nothing in this Agreement extends, or will be construed to extend, the DISTRICT's liability beyond that provided in section 768.28, Florida



Statutes. Nothing in this Agreement is a consent, or will be construed as consent, by the DISTRICT to be sued by third parties in any matter arising out of this Agreement.

h. **Public records.**

- i. CONTRACTOR is a "Contractor" as defined by Section 119.0701(1)(a), Florida Statutes, and must comply with the public records provisions of Chapter 119, Florida Statutes, including the following:
  1. Keep and maintain public records required by the DISTRICT to perform the service.
  2. Upon request from the DISTRICT's custodian of public records, provide the DISTRICT with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.
  3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of the Agreement if CONTRACTOR does not transfer the records to the DISTRICT.
  4. Upon completion of this Agreement, transfer, at no cost, to the DISTRICT all public records in possession of CONTRACTOR or keep and maintain public records required by the DISTRICT to perform the service. If CONTRACTOR transfers all public records to the DISTRICT upon completion of this Agreement, CONTRACTOR must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of this Agreement, CONTRACTOR must meet all applicable requirements for retaining public records. All records stored electronically must be provided to the DISTRICT, upon request from the DISTRICT's custodian of public records, in a format that is compatible with the information technology systems of the DISTRICT.
- ii. "Public records" is defined in Section 119.011(12), Florida Statutes, as may, from time to time, be amended.
- iii. If CONTRACTOR asserts any exemptions to the requirements of Chapter 119 and related law, CONTRACTOR will have the burden of establishing such exemption, by way of injunctive or other relief as provided by law.
- iv. CONTRACTOR consents to the DISTRICT's enforcement of CONTRACTOR's Chapter 119 requirements, by all legal means, including, but not limited to, a mandatory injunction, whereupon CONTRACTOR must pay all court costs and reasonable attorney's fees incurred by DISTRICT.
- v. CONTRACTOR's failure to provide public records within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes. Further, such failure by CONTRACTOR will be grounds for immediate unilateral cancellation of this Agreement by the DISTRICT.
- vi. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA**

**STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, DISTRICT CLERK, AT 772-664-3141, records@bbrd.org; MAILING ADDRESS: 625 BAREFOOT BLVD., BUILDING A, BAREFOOT BAY, FL 32976.**

- i. **Federal or State Funding.** If any portion of the funding for this Agreement is derived from the State of Florida, or any department of the State of Florida, or from federal funding through the State of Florida, the provisions of this sub-paragraph shall apply, provisions elsewhere in this Agreement to the contrary notwithstanding. CONTRACTOR shall make inquiry from the DISTRICT's Project Manager to determine whether Federal or State funding is applicable to this Agreement.
  - i. E-Verify. CONTRACTOR must utilize, and must expressly require all subcontractors to utilize, the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by CONTRACTOR during the Term of this Agreement.
  - ii. Agency. CONTRACTOR agrees and acknowledges that it, its employees, and its subcontractors are not agents or employees of the Federal Government, of the State of Florida, or of any department of the Federal Government or the State of Florida.
  - iii. Indemnification. To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless the DISTRICT, the Federal Government, the State of Florida, any department of the Federal Government or the State of Florida, and all officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of CONTRACTOR and persons employed or utilized by CONTRACTOR in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the DISTRICT's sovereign immunity.
  - iv. Workers' Compensation Insurance. CONTRACTOR must provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, CONTRACTOR must ensure that the subcontractor(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), CONTRACTOR must ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. CONTRACTOR must ensure that any equipment rental agreements that include operators or other personnel who are employees of independent Contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

- v. **Liability Insurance.** Contractor shall carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. CONTRACTOR shall cause the State of Florida to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the State of Florida as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Contract, and may not be shared with or diminished by claims unrelated to this Agreement. The policy/ies and coverage described herein may be subject to a deductible. CONTRACTOR shall pay all deductibles as required by the policy. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention. At all renewal periods which occur prior to final acceptance of the work, the DISTRICT and the State of Florida shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The DISTRICT and the State of Florida shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The DISTRICT's or the State of Florida's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the DISTRICT or the State of Florida may have.
  - vi. **Inspections.** CONTRACTOR shall permit, and require its subcontractors to permit, the DISTRICT's and the State of Florida's authorized representatives to inspect all work, materials, payrolls, and records, to audit the books, records, and accounts pertaining to the financing and development of the Services described in the Contract Documents.
  - vii. **Auditor General Cooperation.** CONTRACTOR shall comply with §20.055 (5), Florida Statutes, and shall incorporate in all subcontracts the obligation to comply with §20.055 (5), Florida Statutes.
- j. **E-Verify Compliance.** Contractor affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Fla. Stat., Contractor is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, Contractor requires from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that Contractor is otherwise in compliance with Sections 448.09 and 448.095, Fla. Stat.

10. **Miscellaneous Provisions.** The following miscellaneous provisions apply to this Agreement:

- a. **Mandatory Work Experience.** CONTRACTOR must maintain the required minimum work experience of its staff, as delineated by RFP documents, at all times through the full term of Agreement.
- b. **Purchase of New Equipment.** CONTRACTOR shall provide DISTRICT with purchase orders for all new equipment identified in CONTRACTOR'S proposal no later than thirty (30) days following the execution of this Agreement. CONTRACTOR agrees to utilize functional equipment during the interim period prior to the delivery of the new equipment identified in CONTRACTOR'S proposal and will assume any additional costs associated with the total cost of utilizing and maintaining the functional equipment during the interim period prior to the delivery of the new equipment.
- c. **Use of New Equipment.** All new equipment identified in CONTRACTOR'S proposal that CONTRACTOR identified it would purchase for use at DISTRICT must solely be used for the DISTRICT throughout the entire life of this Agreement, including, but not limited to, the initial three (3) year term and any one (1) year extensions or amendments thereto, unless replaced with comparable new equipment approved by DISTRICT.
- d. **Protection of Property.** CONTRACTOR shall at all times guard against damage or loss to the property of the DISTRICT or of other vendors or contractors and shall be held responsible for replacing or repairing any such loss or damage. The DISTRICT may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the successful CONTRACTOR or its agents. The CONTRACTOR shall be responsible for safeguarding all of their property such as tools and equipment while on site. The DISTRICT will not be held responsible for any loss of CONTRACTOR property due to theft or vandalism.
- e. **Binding Nature of Agreement.** This Agreement is binding upon the successors and assigns of the parties hereto.
- f. **Entire Agreement.** This Agreement states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. CONTRACTOR recognizes that any representations, statements, or negotiations made by the DISTRICT staff do not suffice to legally bind the DISTRICT in a contractual relationship unless they have been reduced to writing, authorized, and signed by the authorized DISTRICT representatives.
- g. **Amendment.** No modification, amendment, or alteration in the terms or conditions of this Agreement will be effective unless contained in a written document executed with the same formality as this Agreement.
- h. **Severability.** If any term or provision of this Agreement is held, to any extent, invalid or unenforceable, as against any person, entity, or circumstance during the Term hereof,

by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity will not affect any other term or provision of this Agreement, to the extent that the Agreement will remain operable, enforceable, and in full force and effect to the extent permitted by law.

- i. **Construction.** If any provision of this Agreement becomes subject to judicial interpretation, the court interpreting or considering such provision should not apply the presumption or rule of construction that the terms of this Agreement be more strictly construed against the party which itself or through its counsel or other agent prepared it. All parties hereto have participated in the preparation of the final form of this Agreement through review by their respective counsel, if any, or the negotiation of specific language, or both, and, therefore, the application of such presumption or rule of construction would be inappropriate and contrary to the intent of the parties.
- j. **Headings.** All headings in this Agreement are for convenience only and are not to be used in any judicial construction or interpretation of this Agreement or any paragraph.
- k. **Waiver.** The indulgence of either party with regard to any breach or failure to perform any provision of this Agreement does not constitute a waiver of the provision or any portion of this Agreement, either at the time the breach or failure occurs or at any time throughout the term of this Agreement. The review of, approval of, or payment for any of CONTRACTOR's work product, services, or materials does not operate as a waiver, and should not be construed as a waiver, of any of the DISTRICT's rights under this Agreement, or of any cause of action the DISTRICT may have arising out of the performance of this Agreement.
- l. **Force Majeure.** Notwithstanding any provisions of this Agreement to the contrary, the parties will not be held liable if failure or delay in the performance of this Agreement arises from fires, floods, strikes, embargos, acts of the public enemy, unusually severe weather, outbreak of war, restraint of government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties. This provision does not apply if the "Scope of Services" of this Agreement specifies that performance by CONTRACTOR is specifically required during the occurrence of any of the events herein mentioned.
- m. **Compliance/Consistency with Scrutinized Companies Provisions of Florida Statutes.** Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran

Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Contractor hereby certifies that Contractor is not listed on any of the following: (i) the Scrutinized Companies that Boycott Israel List, (ii) Scrutinized Companies with Activities in Sudan List, or (iii) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Contractor further hereby certifies that Contractor is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. Contractor understands that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs. Contractor further understands that any contract with DISTRICT for goods or services of any amount may be terminated at the option of DISTRICT if Contractor (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of DISTRICT if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

- n. **Law; Venue.** This Agreement is being executed in Barefoot Bay Recreation District, Florida and is governed in accordance with the laws of the State of Florida. Venue of any action hereunder will be in Brevard County, Florida.

#### **11. Special Provisions.**

- a. This Agreement is a non-exclusive contract; the DISTRICT is not prohibited, or deemed to be prohibited, from bidding similar services either as an independent job or a component of a larger project.

**IN WITNESS WHEREOF**, the parties hereto have signed and sealed this Agreement effective the date first written above.

[The remainder of this page left intentionally blank.]



BAREFOOT BAY RECREATION DISTRICT

\_\_\_\_\_  
BRUCE AMOSS, CHAIRMAN

Date signed by DISTRICT: \_\_\_\_\_

**Brightview Golf Maintenance, Inc.**

by \_\_\_\_\_  
Terrance D. McGuire, as its Vice President  
and authorized agent

(CORPORATE SEAL)

ATTEST:

\_\_\_\_\_  
Corporate Secretary

STATE OF Florida  
COUNTY OF Indian River

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 6<sup>th</sup> day of January, 2023, by Terrance McGuire of Brightview, a Florida corporation, on behalf of the corporation, and he/she is personally known to me or has produced Florida Drivers License as identification.

Amy L Thompson  
Signature of Notary Public - State of Florida

Amy L Thompson  
Printed/Typed/Stamped Name of Notary  
My commission expires: July 05, 2026

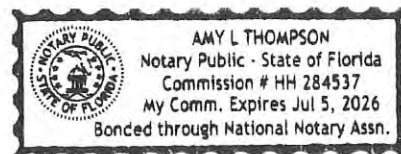


EXHIBIT "A"  
SCOPE OF SERVICES



Golf Course Maintenance Proposal  
presented to



Barefoot Bay Recreation District  
Golf Course Maintenance Services For  
Barefoot Bay Executive Golf Course (18 Holes)  
RFP# 2022-06

November 14, 2022





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	<ul style="list-style-type: none"><li>• Proposal Checklist</li><li>• Proposal Cover Sheet</li><li>• Proposal Form(s)</li><li>• Exceptions / Deviations Page</li><li>• Disclosure of Subcontractors, Subconsultants and Suppliers</li><li>• Proposer's Certification / Addenda Acknowledgement Form</li><li>• General Terms and Conditions</li><li>• Drug Free Workplace Certificate</li><li>• Anti-Collusion Form</li><li>• Statement of Contractor's Experience, Equipment and Personnel</li><li>• W-9</li><li>• Copy of Required/Applicable Licenses/Certificate per Specifications</li></ul>	
<b>Section 2</b>	<b>Evaluation Criteria</b>	<b>39</b>
	<ul style="list-style-type: none"><li>• Experience</li><li>• Qualifications of Key Personnel</li><li>• Machinery, Equipment, and Manpower</li><li>• References</li><li>• Cost</li></ul>	



# 1 Required Forms

## Included in This Section:

- Proposal Checklist
- Proposal Cover Sheet
- Proposal Form(s)
- Exceptions / Deviations Page
- Disclosure of Subcontractors, Subconsultants and Suppliers
- Proposer's Certification / Addenda Acknowledgement Form
- General Terms and Conditions
- Drug Free Workplace Certificate
- Anti-Collusion Form
- Statement of Contractor's Experience, Equipment and Personnel
- W-9
- Copy of Required/Applicable Licenses/Certificate per Specifications



## **PROPOSAL CHECKLIST**

This standardized check list has been provided to assist the Proposer with the submission of their Proposal package. This checklist cannot be construed as identifying all required submittal documents for this project. Proposers remain responsible for reading the entire Proposal document to ensure that they are in compliance. Proposals may be considered subject to rejection if, in the sole opinion of the District, there is a serious omission, unauthorized alteration of form, an unauthorized alternate Proposal, incomplete or unbalanced unit price, or irregularities of any kind. The District may reject as non-responsive, any or all Proposals where Proposers fail to acknowledge receipt of Addenda as prescribed.

- ☒ Proposal Cover Sheet
- ☒ Proposal Form(s)
- ☒ Exceptions / Deviations Page
- ☒ Disclosure of Subcontractors, Subconsultants and Suppliers
- ☒ Proposer Certification / Addenda Acknowledgement Form
- ☒ General Terms and Conditions
- ☒ Drug Free Workplace Certificate
- ☒ Statement of Contractor's Experience, Equipment and Personnel
- ☒ W-9
- ☒ Copy of Required/Applicable Licenses or Certifications
- ☒ Required Number of Copies (1 Electronic File and 8 originals = 9 Total)

Golf Course Maintenance Services for  
Barefoot Bay Golf Course (18 Holes)

RFP 2022-06

**PART 4  
PROPOSAL DOCUMENTS**

**PROPOSAL COVER PAGE**

<b>Name of Firm, Entity or Organization:</b> BrightView Golf Maintenance, Inc.	
<b>Federal Employer Identification Number (EIN):</b> 95-2999239	
<b>State of Florida License Number (If Applicable):</b> F04000000526	
<b>Name of Contact Person:</b> Terrance D. McGuire	
<b>Title:</b> Vice President	
<b>E-Mail Address:</b> Terry.Mcguire@brightview.com	
<b>Mailing Address:</b> 27001 Agoura Road; Suite 350	
<b>Street Address (if different):</b>	
<b>City, State, Zip:</b> Calabasas, CA 91301	
<b>Telephone:</b> (310) 994-1533	<b>Fax:</b> (818) 225-2336
<b>Organizational Structure – Please Check One:</b>	
Corporation <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Joint Venture <input type="checkbox"/> Other <input type="checkbox"/>	
<b>If Corporation:</b>	
<b>Date of Incorporation:</b> Feb. 17, 1976	<b>State of Incorporation:</b> California
<b>States Registered in as Foreign Corporation:</b> NA	
<b>Does your firm accept Visa® for payment?</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
<b>Authorized Signature:</b>	
<b>Print Name:</b> Terrance D. McGuire	
<b>Signature:</b>	
<b>Title:</b> Vice President	
<b>Phone:</b> (310) 994-1533	
<b><i>This document must be completed and returned with your Submittal.</i></b>	

Barefoot Bay Recreation District

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## PROPOSAL FORM

Area Description	Irrigation Zones	Pine Straw Bales	Number of Bunkers	Tees (Acres) Bermuda	Greens (Acres) Bermuda	Greens Collars (Acres) Bermuda	Fairway (Acres) Bermuda	Fairway Approaches (Acres) Bermuda	Bermuda (Acres) Rough	Bahia (Acres) Rough	Natives (Acres)	Landscape (Acres)
BBRD Golf Course (18 Holes)	158		11 .57 acres	1.31	1.1	0.23						
BBRD Golf Course Complex (18 Holes)			42									
TOTAL ANNUAL AMOUNT										\$538,988		

## PROPOSAL FORM (CONT'D)

### NOTE(S):

- ☐ When completing your proposal, do not attach any forms which may contain terms and conditions that conflict with those listed in the District's proposal documents. Inclusion of additional terms and conditions such as those which may be on your company's standard forms may result in your proposal being declared non-responsive.
- ☐ All price information to be used in the RFP evaluation must be on this proposal form.
- ☐ District reserves the right to adjust any quantity upward or downward as may be warranted or necessary.

*"The undersigned, as Proposer, hereby declares that he/she has informed himself/herself fully in regard to all conditions to the work to be done, and that he/she has examined the RFP and Specifications for the work and comments hereto attached. The Proposer agrees, if this proposal is accepted, to contract with Barefoot Bay Recreation District in the form of an Agreement, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, labor and service necessary to complete the work covered by the RFP and Contract Documents for this Project. The Proposer agrees to accept in full compensation for each item the prices named in the schedules incorporated herein.*

*Proposer agrees to supply the products or services at the prices proposed above in accordance with the terms, conditions and specifications contained in this RFP."*

Terrance D. McGuire, Vice President  
Authorized Agent Name, Title (Print)

  
Authorized Signature Date 11/9/22

***This document must be completed and returned with your Submittal***

**Golf Course Maintenance Services for  
Barefoot Bay Golf Course (18 Holes)**

**RFP 2022-06**

### EXCEPTIONS OR DEVIATIONS TO SPECIFICATIONS

**Note: Proposer must sign the appropriate statement below as applicable.**

- ( X ) Proposer understands and agrees to all terms, conditions, requirements, and specifications stated herein.

Firm: BrightView Golf Maintenance, Inc.

Signature:

(Terrance D. McGuire, Vice President)

- ( ) Proposer takes exceptions to terms, conditions, requirements, or specifications stated herein. (Proposer must itemize each exception below and return with the Proposal Form.)

Firm:

Signature:

Proposer should note that any exceptions taken from the stated terms and/or specifications *may*, but not necessarily will be cause for their submittal to be deemed "non-responsive", risking rejecting of the submittal.

Attached are \_\_\_\_\_ additional pages.

***This document must be completed and returned with your Submittal***

**Barefoot Bay Recreation District**

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**Golf Course Maintenance Services for  
Barefoot Bay Golf Course (18 Holes)**

**RFP 2022-06**

**DISCLOSURE OF SUBCONTRACTORS, SUBCONSULTANTS AND SUPPLIERS**

**Name of Firm Submitting Proposal:** BrightView Golf Maintenance, Inc.

(Print or Type)

**Name of Person Submitting Proposal:** Terrance D. McGuire, Vice President

(Print or Type)

**Please list all Subcontractors, Subconsultants or Suppliers to be used in connection with performance of this contract. Attach additional sheets as necessary.**

**Name of Firm or Agency:** NA

Address:

Telephone:

Contact Name / Title:

**Name of Firm or Agency:** NA

Address:

Telephone:

Contact Name / Title:

**Name of Firm or Agency:** NA

Address:

Telephone:

Contact Name / Title:

**Name of Firm or Agency:** NA

Address:

Telephone:

Contact Name / Title:

**Name of Firm or Agency:** NA

Address:

Telephone:

Contact Name / Title:

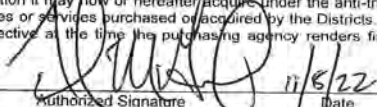
***This document must be completed and returned with your Submittal***



**Golf Course Maintenance Services for  
Barefoot Bay Golf Course (18 Holes)**

**RFP 2022-06**

**PROPOSER'S CERTIFICATION**

Submit To: Barefoot Bay Recreation District  625 Barefoot Blvd. Barefoot Bay, FL 32976 Phone 772-864-3141 Fax 772-663-1928		BAREFOOT BAY RECREATION DISTRICT  REQUEST FOR PROPOSAL (RFP) CERTIFICATION  AND ADDENDA ACKNOWLEDGMENT											
<b>DUE DATE:</b> 11/14/22		<b>DUE TIME:</b> 4:00pm											
<b>RFP 2022-06</b>													
<b>TITLE: Golf Course Maintenance Services for Barefoot Bay Golf Course (18 Holes)</b>													
<b>VENDOR NAME:</b> BrightView Golf Maintenance, Inc.		<b>PHONE NUMBER:</b> (310) 994-1533											
<b>VENDOR MAILING ADDRESS:</b> 27001 Agoura Road, Suite 350		<b>FAX NUMBER:</b> (818) 225-2336											
<b>CITY/STATE/ZIP:</b> Calabasas, CA 91301		<b>E-MAIL ADDRESS:</b> Terry.Mcguire@brightview.com											
<p>"I, the undersigned, certify that I have reviewed the addenda listed below (list all addenda received to date). I understand that timely commencement will be considered in award of this RFP and that cancellation of award will be considered if commencement time is not met, and that untimely commencement may be cause for assessment of liquidated damages claims. I further certify that the services will meet or exceed the RFP requirements. I, the undersigned, declare that I have carefully examined the RFP, specifications, terms and conditions as applicable for this Request, and that I am thoroughly familiar with all provisions and the quality and type of coverage and services specified. I further declare that I have not divulged, discussed, or compared this RFP with any other Offeror and have not colluded with any Offerors or parties to an RFP whatsoever for any fraudulent purpose."</p>													
<table border="0"> <tr> <td><u>10/20/22</u></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Addendum # 1</td> <td>Addendum #</td> <td>Addendum #</td> <td>Addendum #</td> <td>Addendum #</td> </tr> </table>				<u>10/20/22</u>					Addendum # 1	Addendum #	Addendum #	Addendum #	Addendum #
<u>10/20/22</u>													
Addendum # 1	Addendum #	Addendum #	Addendum #	Addendum #									
<p>"I certify that this quote is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an RFP for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this RFP and certify that I am authorized to sign this response and that the offer is in compliance with all requirements of the RFP, including but not limited to certification requirements. In conducting offers with an agency for Barefoot Bay Recreation District, respondent agrees that if this proposal is accepted, the respondent will convey, sell, assign, or transfer to the Districts all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States for price fixing relating to the particular commodities or services purchased or acquired by the Districts. At the Districts' discretion, such assignment shall be made and become effective at the time the purchasing agency renders final payment to the respondent."</p>													
Terrance D. McGuire, Vice President Authorized Agent Name, Title (Print)		 Authorized Signature											
		11/8/22 Date											
<p><b><i>This form must be completed and returned with your Submittal</i></b></p>													

**Barefoot Bay Recreation District**

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**Golf Course Maintenance Services for  
Barefoot Bay Golf Course (18 Holes)**

**RFP 2022-06**

**STATEMENT OF TERMS AND CONDITIONS**

**PUBLIC ENTITY CRIME:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal/Bid on a contract to provide any goods or services to a public entity, for the construction or repair of a public building or public work, may not submit Proposal/Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

**INDEMNIFICATION:** The Contractor agrees to indemnify and hold harmless Barefoot Bay Recreation District and their elected officials, employees and volunteers and defend and indemnify the District and the agents, servants, employees, officers, and officials thereof from and against any and all liability or responsibility for damage to property or person that may arise in connection with the services to be provided hereunder, including reasonable attorney fees and expenses.

**PROHIBITION OF LOBBYING:** During the blackout period which is, the period between the time the submittals for invitation to bid or the Request for Proposal, or Qualifications, or information, as applicable, are received at Contracts / Purchasing and the time the Board awards the contract, no lobbyist, principal, or other person may lobby, on behalf of a competing party in a particular procurement matter, any member of the Board, or any District employee. Violation of this provision may result in disqualification of the party. All questions regarding this Request for Proposal (RFP) or invitation to bid (BID) must be submitted in writing to the District Clerk.

**ANTI TRUST LAWS:** By submission of a signed RFP or BID, the successful Vendor acknowledges compliance with all antitrust laws of the United States and the State of Florida, in order to protect the public from restraint of trade, which illegally increases prices.

**CONFLICT OF INTEREST:** The award of the contract hereunder is subject to the provisions of Chapter 112 of the Florida Statutes. Vendors shall disclose the name of any Officer, Director, Partner, Associate, or Agent who is also an Officer, Associate, or Employee of any of the Districts at the time of the RFP or BID, or at the time of occurrence of the Conflict of Interest thereafter.

**INTERPRETATION, CLARIFICATIONS AND ADDENDA:** No oral interpretations will be made to any vendor as to the meaning of the RFP/BID Contract Documents. Any inquiry or request for interpretation received by the District Clerk before the date listed herein will be given consideration. All such changes or interpretations will be made in writing in the form of an addendum and, if issued, will be distributed at or after the Pre-Proposal/Pre-Bid Conference and Site Visit, mailed or sent by available or electronic means to all attending prospective Submitters prior to the established RFP/BID opening date. Each Vendor shall acknowledge receipt of such addenda in the space provided. In case any Proposer/Bidder fails to acknowledge receipt of such addenda or addendum, his offer will nevertheless be construed as though it had been received and acknowledged and the submission of his bid will constitute acknowledgment of the receipt of same. All addenda are a part of the RFP/BID FORMS and each Proposer/Bidder will be bound by such addenda, whether or not received by him. It is the responsibility of each Proposer/Bidder to verify that he has received all addenda issued before RFP's/BID's are opened. In the case of unit price items, the quantities of work to be done and materials to be furnished under this RFP/BID Contract are to be considered as approximate only and are to be used solely for the comparison of RFP's/BID's received. The District and/or its CONSULTANT do not expressly or by implication represent that the actual quantities involved will correspond exactly therewith; nor shall the Vendor plead misunderstanding or deception because of such estimate or work performed or material furnished in accordance with the Specifications and/or Drawings and other Proposal/Bid Documents, and it is understood that the quantities may be increased or diminished as provided herein without in any way invalidating any of the unit or lump sum prices bid.

**GOVERNING LAWS AND REGULATIONS:** The Vendor is required to be familiar with and shall be responsible for complying with all federal, state and local laws, ordinances, rules and regulations that in any manner affect the work.

**PROPRIETARY/CONFIDENTIAL INFORMATION:** Vendors are hereby notified that all information submitted as part of, or in support of RFP's/BID's, will be available for public inspection ten days after opening of the RFP's/BID's or until a short list is recommended whichever comes first, in compliance with Chapter 119, and 287 of the Florida Statutes. Any person wishing to view the RFP's/BID's must make an appointment by calling the District Clerk at (772) 666-3141. All RFP's/BID's submitted in response to this solicitation become the property of the District. Unless information submitted is proprietary, copy written, trademarked, or patented, the District reserves the right to utilize any or all information, ideas, conceptions, or portions of any RFP/BID, in its best interest.

**TAXES:** Barefoot Bay Recreation District is exempt from any taxes imposed by the State and/or Federal Government. Exemption certificates will be provided upon request.

**NON-COLLUSION DECLARATION:** By signing this RFP/BID, all Vendors shall affirm that they shall not collude, conspire, connive or agree, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the work for which their RFP/BID has been submitted; or to refrain from bidding in connection with such work, or have in any manner, directly or indirectly, sought by person to fix the price or prices in the RFP/BID or of any other Bidder, or to fix any overhead, profit, or cost elements of the RFP/BID price or the RFP/BID price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against any other Bidder, or any person interested in the proposed work.

**PROPOSER RESPONSIBILITY:** Invitation by the Districts to vendors is based on the recipient's specific request and application to DemandStar by Onvia at [www.DemandStar.com](http://www.DemandStar.com) (800) 711-1712) or as the result of response by the public to the legal advertisements required by State law. Firms or individuals submit their responses on a voluntary basis, and therefore are not entitled to compensation of any kind.

**OWNERSHIP OF SUBMITTALS:** All responses, inquiries or correspondence relating to or in reference to this RFP/BID, and all other reports, charts, displays, schedules, exhibits and other documentation submitted by the vendors will become the property of the District. Reference to literature submitted with a previous RFP/BID will not relieve the Bidder from including any required documents with this RFP/BID.

**EXAMINATION OF BID DOCUMENTS:** Each Bidder shall carefully examine the RFP/BID Document to ensure all pages have been received, all drawings and/or Specifications and other applicable documents are included, and shall inform himself thoroughly regarding any and all conditions and requirements that may in any manner affect cost, progress or performance of the work to be performed under the Contract. Ignorance on the part of the CONTRACTOR will in no way relieve him of the obligations and responsibilities assumed under the Contract.

**VENDOR RESPONSIBILITY:** Vendors are fully and completely responsible for the labeling, identification, and delivery of their submittals. The District Clerk will not be responsible for any mislabeled or misdirected submittals, nor those handled by delivery persons, couriers, or the US Postal Service.

**DRUG FREE WORKPLACE:** All Proposers/Bidders shall submit the enclosed, duly signed and notarized form entitled "Drug Free Workplace Certificate". The Drug Free Workplace Vendor shall have the burden of demonstrating that his program complies with Section 287.067 of the Florida Statutes, and any other applicable state law.

**BAREFOOT BAY RECREATION DISTRICT**, is an independent special district of the State of Florida, and reserves the right to reject any and/or all submittals, reserves the right to waive any informalities or irregularities in the examination process, and reserves the right to award contracts and/or in the best interest of the District. Submitters in the meeting stated minimum terms and qualifications may be rejected by the District as non-responsive. The District reserves the right to reject any or all submittals without cause. The District reserves the right to reject the submission of any Vendor in arrears or in default upon any debt or contract to the District, or who has failed to perform faithfully any previous contract with the District or with other governmental agencies.

**PUBLIC RECORDS LAW:** Correspondence, materials and documents received pursuant to this RFP/BID become public records subject to the provisions of Chapter 119, Florida Statutes.

**PREPARATION OF PROPOSALS/BIDS:**

**Signature of the Bidder:** The Bidder must sign the RFP/BID FORMS in the space provided for the signature. If the Proposer/Bidder is an individual, the words "doing business as," must appear beneath such signature. In the case of a partnership, the signature of at least one of the partners must follow the firm name and the words, "Member of the Firm" should be written beneath such signature. If the Proposer/Bidder is a corporation, the title of the officer signing the RFP/BID on behalf of the corporation must be stated and evidence of his authority to sign the RFP/BID must be submitted. The Proposer/Bidder shall state in the RFP/BID FORMS the name and address of each person interested therein.

**Basis for Bidding:** The price proposed for each item shall be on a lump sum or unit price basis according to specifications on the RFP/BID FORM. The proposed prices shall remain unchanged for the duration of the Contract and no claims for cost escalation during the progress of the work will be considered, unless otherwise provided herein.

**Total Proposed Price/Total Contract Sum Proposed:** If applicable, the total price bid for this work shall be the aggregate of the lump sum prices proposed and/or unit prices multiplied by the appropriate estimated quantities for the individual items and shall be stated in figures in the appropriate place on the RFP/BID FORM. In the event that there is a discrepancy on the RFP/BID FORM due to unit price extensions or additions, the corrected extensions and additions shall be used to determine the project bid amount.

**TABULATION:** Those wishing to receive an official tabulation of the results of the opening of this RFP/BID are to submit a self-addressed, stamped business size (No. 10) envelope, prominently marked on the front lower left side, with the RFP identification. Tabulation requested by telephone, fax or electronic media will not be accepted.

**OBLIGATION OF WINNING BIDDER:** The contents of the RFP/BID of the successful Proposer/Bidder will become contractual obligations if acquisition action ensues. Failure of the successful Proposer/Bidder to accept these obligations in a contract may result in cancellation of the award and such vendor may be removed from future participation.

**AWARD OF BID:** It is the District's intent to select a vendor within sixty (60) calendar days of the deadline for receipt of Proposals/Bids. However, Proposals/Bids must be firm and valid for award for at least ninety (90) calendar days after the deadline for receipt of the RFP/BID.

**ADDITIONAL REQUIREMENTS:** The firms shall furnish such additional information as the District may reasonably require. This includes information which indicates financial resources as well as ability to provide the services. The District reserves the right to make investigations of the qualifications of the firm as it deems appropriate.

**PREPARATION COSTS:** The District shall not be obligated or be liable for any costs incurred by Proposers/Bidders in the preparation of a contract. All costs to prepare and submit a response to this RFP/BID shall be borne by the Proposer/Bidder.

**TIMELINESS:** All work will commence upon authorization from the District Clerk. All work will proceed in a timely manner without delays. The Contractor shall commence the work upon RECEIPT OF NOTICE TO PROCEED and/or ORDER PLACED (PURCHASE ORDER PRESENTED), and shall deliver in accordance to the terms and conditions outlined and agreed upon herein.

**DELIVERY:** All prices shall be FOB Destination, Barefoot Bay Recreation District, Florida, inside delivery unless otherwise specified.

**ADDITIONAL SERVICES/PURCHASES BY OTHER PUBLIC AGENCIES ("PIGGY-BACK"):**

The Vendor by submitting a Bid acknowledges that other Public Agencies may seek to "Piggy-Back" under the same terms and conditions, during the effective period of any resulting contract – services and/or purchases being offered in this Bid, for the same prices and/or terms proposed. Vendor has the option to agree or disagree to allow contract Piggy-Backs on a case-by-case basis. Before a Public Agency is allowed to Piggy-Back any contract, the Agency must first obtain the vendor's approval – without the vendor's approval, the seeking Agency cannot Piggy-Back.

**PLANS, FORMS & SPECIFICATIONS:** Bid Packages are available from the District Clerk. These packages are available for pickup or by mail. If requested to mail, the Proposer/Bidder must supply a courier account number (UPS, FedEx, etc). Proposers/Bidders are required to use the official RFP/BID FORMS, and all attachments (itemized herein), are to be submitted as a single document. Any variation from the minimum specifications must be clearly stated on the RFP/BID FORM and/or Exception/Deviations Sheet(s). Only one set of plans, forms, and specifications will be furnished each company or corporation interested in submitting a proposal. RFP/BID FORM documents for this project are free of charge and are available on-line and are downloadable (vendor must pay any DemandStar fees or any shipping).

**MANUFACTURER'S NAME AND APPROVED EQUIVALENTS:** Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition unless otherwise indicated. The Proposer/Bidder may offer any brand for which he is an authorized representative, which meets or exceeds the RFP/BID specification for any item(s). If RFP's/BID's are based on equivalent products, indicate on the RFP/BID FORM the manufacturer's product name and literature, and/or complete specifications. Reference to literature submitted with a previous RFP/BID will not satisfy this provision. The Proposer/Bidder shall explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. RFP's/BID's which do not comply with these requirements are subject to rejection. RFP's/BID's lacking any written indication of intent to quote an alternate brand will be received and considered in complete compliance with the specifications as listed on the RFP/BID FORM. The District Clerk is to be notified, in writing, of any proposed changes in materials used, manufacturing process, or construction. However, changes shall not be binding upon the District unless evidenced by a Change Notice issued and signed by the District Clerk, or designated representative.

**QUANTITIES:** The quantities as specified in this RFP/BID are estimates only and are not to be construed as guaranteed minimums.

**SAMPLES:** Samples of items, when called for, shall be furnished free of expense, and if not destroyed may, upon request, be returned at the Proposer's/Bidder's expense. Each sample shall be labeled with the Proposer's/Bidder's name, manufacturer brand name and number, RFP/BID number and item reference. Samples of successful Proposer's/Bidder's items may remain on file for the term of the contract. Request for return of samples shall be accompanied by instructions which include shipping authorization and must be received at time of opening. Samples not returned may be disposed of by the Districts within a reasonable time as deemed appropriate.

**DOCUMENT RE-CREATION:** Vendor may choose to re-create any document(s) required for this solicitation, but must do so at his own risk. All required information in the original district format must be included in any re-created document. Submittals may be deemed non-responsive if required information is not included in any re-created document.

ACKNOWLEDGED:

 11/8/22  
(Signature and Date)

Terrance D. McGuire, Vice President

**Barefoot Bay Recreation District**

**Page 19 of 58**



**Golf Course Maintenance Services for  
Barefoot Bay Golf Course (18 Holes)**

**RFP 2022-06**

**DRUG FREE WORKPLACE CERTIFICATE**

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that,

BrightView Golf Maintenance, Inc.  
(print or type name of firm)

- ☐ Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace named above and specifying actions that will be taken against violations of such prohibition.
- ☐ Informs employees about the dangers of drug abuse in the workplace, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- ☐ Gives each employee engaged in providing commodities or contractual services that are under proposal or bid, a copy of the statement specified above.
- ☐ Notifies the employees that as a condition of working on the commodities or contractual services that are under proposal or bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written (\*) statement to acknowledge their receipt.
- ☐ Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- ☐ Makes a good faith effort to continue to maintain a drug free workplace through the implementation of the drug free workplace program.
- ☐ "As a person authorized to sign this statement, I certify that the above-named business, firm or corporation complies fully with the requirements set forth herein".

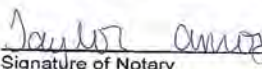
  
\_\_\_\_\_  
Authorized Signature  
11/8/22  
\_\_\_\_\_  
Date Signed

State of: FLORIDA

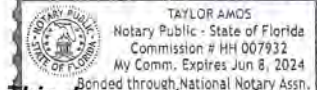
County of: INDIAN RIVER

Sworn to and subscribed before me this 8 day of November, 2022

Personally known \_\_\_\_\_ or Produced Identification Driver's License  
(Specify Type of Identification)

  
\_\_\_\_\_  
Signature of Notary

My Commission Expires June 8, 2024

(seal) 

**~~This document must be completed and returned with your Submittal~~**

**Barefoot Bay Recreation District**

**Page 20 of 58**

**Golf Course Maintenance Services for  
Barefoot Bay Golf Course (18 Holes)**

**RFP 2022-06**

**STATEMENT OF CONTRACTOR'S EXPERIENCE, EQUIPMENT AND PERSONNEL**

*(Contractor may also provide any supplemental company or personnel information that will assist the Selection Committee in evaluating your proposal such as a corporate organizational chart showing area of responsibility for personnel listed on this form).*

CONTRACTOR: BrightView Golf Maintenance, Inc.

DATE: 11/2/22

1. How many years has your organization been in business as a golf course maintenance contractor under your present business name? 6 1/2
2. List all previous business names of your organization:  
EII, Inc.; Western Landscape Construction; Environmental Golf Inc;  
ValleyCrest Golf Course Maintenance, Inc.
3. How many years experience in golf course maintenance? 46 years  
Prime Contractor BrightView Golf Maintenance, Inc. Subcontractor \_\_\_\_\_
4. List all officers and directors of your organization:  

NAME	POSITION/TITLE
<u>Please see the attached sheet.</u>	
5. Have you ever failed to complete any work awarded to you in the last 3 years? Yes \_\_\_\_\_ No X. If yes, where and why?  
\_\_\_\_\_  
\_\_\_\_\_

**EXPERIENCE**

1. Describe any experience of the principal individuals (Foremen, Superintendents, etc.) who are responsible for the actual golf course maintenance work of your organization?  

<u>Randy Massey</u>	<u>Regional Equipment Manager</u>
Name	Position

**Barefoot Bay Recreation District**

**Page 21 of 58**

## **BrightView Director and Officer Information Sheet** **November 2022**

### **BrightView Golf Maintenance, Inc. formerly known as ValleyCrest Golf Course Maintenance Inc.**

State of Incorporation: California  
Date of Incorporation: February 17, 1976  
CA State Corporation Number: C0749752  
CA State I.D. Number: 243-2680-3  
Employer I.D. Number: 95-2999239  
Company: 200

#### **Directors:**

Jeff Herold

#### **Officers:**

Jeff Herold	Chief Operating Officer and President
Robert Tyler	Chief Financial Officer
Jonathan Gottsegen	Secretary
Tomas Kuehn	Assistant Secretary
B. Todd Bunnell	Vice President
Terrance McGuire	Vice President
Vincent Gilmartin	Vice President
Timothy Wilkinson	Assistant Treasurer
Katriona Knaus	Assistant Treasurer

**Golf Course Maintenance Services for  
Barefoot Bay Golf Course (18 Holes)**

**RFP 2022-06**

Managing the equipment for all SE region	34 years	14 years
Type of Work	Yrs. Experience	Yrs. With Firm

Corey Adams	Area Director of SE	
Name	Position	
Managing Client Relationships in the SE	30 years	4 years
Type of Work	Yrs. Experience	Yrs. With Firm

Todd Six	On Top of The World Golf Course	Clearwater, FL	Superintendent
Name			Position
Golf Course Maintenance	33 years	20 years	
Type of Work	Yrs. Experience	Yrs. With Firm	

Joshua Newman	Omni Orlando ChampionsGate	Superintendent
Name		Position
Golf Course Maintenance	25 years	8 years
Type of Work	Yrs. Experience	Yrs. With Firm

Dale Adkins	The Villages, FL - Kingfisher/Fairwinds	Superintendent
Name		Position
Golf Course Maintenance	19 years	7 years
Type of Work	Yrs. Experience	Yrs. With Firm

2. List/describe five (5) golf course maintenance contracts/projects of similar size and scope that you currently have or have recently completed.

Palm Beach County	Okeeheltee Golf Course	1200 Country Club Way West Palm Beach, FL 33413
Project		Location
10/04 - Current		\$1,277,924.79
Date		Contract Amount
Rich Smolen	(561) 629-8755	
Contact Name, Phone Number and Fax Number		

Palm Beach County	Park Ridge Golf Course	9011-A Lantana Road Lake Worth, FL 33467
Project		Location
4/06 - Current		\$898,880.87
Date		Contract Amount
Sean Steinemann	(561) 951-0683	
Contact Name, Phone Number and Fax Number		



**Golf Course Maintenance Services for  
Barefoot Bay Golf Course (18 Holes)**

**RFP 2022-06**

<u>Palm Beach County</u>	<u>Osprey Point Golf Course</u>	<u>12551 Glades Road</u> <u>Boca Raton, FL 33498</u>
Project		Location
<u>3/10 - Current</u>		<u>\$1,230,696.86</u>
Date		Contract Amount
<u>Bo Preston (561) 482-2868</u>		
Contact Name, Phone Number and Fax Number		

<u>City of Daytona Beach</u>	<u>Daytona Beach Golf Course</u>	<u>600 Wilder Blvd.</u> <u>Daytona Beach, FL 32114</u>
Project		Location
<u>6/14 - Current</u>		<u>\$1,267,997.72</u>
Date		Contract Amount
<u>Brian Jaquet (386) 795-2961</u>		
Contact Name, Phone Number and Fax Number		

<u>Fairwinds Golf Course</u>		<u>4400 Fairwinds Drive</u> <u>Fort Pierce, FL 34982</u>
Project		Location
<u>5/21 - Current</u>		<u>\$838,188.12</u>
Date		Contract Amount
<u>Mark Cammarene (772) 462-1700</u>		
Contact Name, Phone Number and Fax Number		

**EQUIPMENT & MATERIAL RESOURCES**

1. List equipment owned (types and number of). Separate list is acceptable (i.e. spreadsheet).

1. Please see the attached sheet
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_

**Golf Course Maintenance Services for  
Barefoot Bay Golf Course (18 Holes)**

**RFP 2022-06**

9. \_\_\_\_\_
10. \_\_\_\_\_
11. \_\_\_\_\_
12. \_\_\_\_\_
13. \_\_\_\_\_
14. \_\_\_\_\_
15. \_\_\_\_\_

**2. List equipment expected to be purchased in the near future.**

1. Please see the attached sheet
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

**CONTRACTOR'S AFFIDAVIT**

State of Florida  
County of Indian River

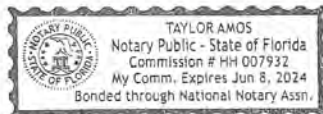
Before me personally appeared Terrance McGuire who is (title) Vice President of (the company described herein) Brightview Golf being duly sworn, deposes and say that the foregoing statements are a true and accurate statement of the position of said organization as of the date thereof; and, that the statements and answers to the foregoing experience questionnaire are correct and true as of the date of this affidavit; and, that he/she understands that intentional inclusion of false, deceptive, or fraudulent statements of this application constitutes fraud; and, agrees to furnish any pertinent information requested by The District deemed necessary to verify the statements made in this application or regarding the ability, standing and general reputation of the applicant.

Personally Known \_\_\_\_\_ or Produced Identification Driver's License

Sworn to and subscribed before me this 8 day of November, 2022

Taylor Amos  
NOTARY PUBLIC - STATE OF FLORIDA  
(Signature of Notary Public)

Taylor Amos  
(Print Name of Notary Public)



## BVGM Machinery/Equipment in The Southeast

MFG	Asset Description	Class Type
Other	4700E Workstation-Trion	Equipment
Ford	F150 SC XLT	Truck
Ford	F250 CC	Truck
Anglemaster	Grinder 3000	Equipment
Toro	Mower Fairway	Mower
Toro	Mower Greensmaster 2120	Mower
Toro	Trailer Trans Pro 80	Trailer
Dakota	Top Dresser 440	Equipment
Other	Trailer Equipment	Trailer
Toro	Aerator 648	Equipment
Toro	Aerator 686	Equipment
Toro	Bed Edger	Equipment
Anglemaster	Bedknife	Equipment
Ty Crop	Blower Pro Force	Equipment
Toro	Blower Pro Force	Equipment
Ford	F150 SC XL	Truck
Other	GL9 Lift 9000	Equipment
Toro	Mower 60 in	Mower
Toro	Mower Greens	Mower
Toro	Mower Greensmaster 3150	Mower
Toro	Mower Greensmaster 3150Q	Mower
Toro	Mower Greensmaster 3150Q	Mower
Toro	Mower Greensmaster 3150Q	Mower
Toro	Mower Greensmaster 3150Q	Mower
Toro	Mower Greensmaster 3150Q	Mower
Toro	Mower Greenspro 1240	Mower
Toro	Mower Groundmaster 4500D	Mower
Toro	Mower Groundmaster 4500D	Mower
Toro	Mower Groundsmaster 3500D	Mower
Toro	Mower Groundsmaster 3500D	Mower
Toro	Mower Reelmaster 3100D	Mower
Toro	ProSweep Blower	Equipment
Toro	Sand Pro 3040	Equipment
Toro	Sand Pro 3040	Equipment
Toro	Sand Pro 5040	Equipment
Other	Sand Pro Infield Pro 3040	Equipment
Cushman	Slicer	Equipment
Misc.	Spin Grinder	Equipment
Toro	Sprayer 5800	Equipment
Lely	Spreader L1250	Equipment
Toro	Spreader ProPass 200	Equipment
Ty Crop	Top Dresser ProPass	Equipment
Misc.	Trailer Open	Trailer
Ryan	Trailer Open	Trailer
Other	Trailer Open 12 ft	Trailer
Imperial	Trailer Utility	Trailer
Kubota	Utility Tractor	Yellow Iron
Kubota	Utility Tractor	Yellow Iron
Toro	Utility Vehicle 3200 Workman	Equipment
Club Car	Utility Vehicle CarryAll 2	Equipment
Club Car	Utility Vehicle Caryall	Equipment
Club Car	Utility Vehicle Caryall	Equipment
Club Car	Utility Vehicle Caryall 2	Equipment
Other	Utility Vehicle HDXW	Yellow Iron
Toro	Utility Vehicle Workman	Equipment
Toro	Utility Vehicle Workman	Equipment

Toro	Utility Vehicle Workman GTX	Equipment
Toro	Utility Vehicle Workman GTX	Equipment
Toro	Utility Vehicle Workman GTX EF	Equipment
Other	Utility Vehicle Workman HDX	Equipment
Toro	Blower Pro Force	Equipment
Other	Grass Cutting Attachment	Mower
Anglemaster	Grinder Bed Knife	Equipment
Express	Grinder Dual Reel	Equipment
Triple Crown	Trailer Utility	Trailer
Ford	F150	Truck
Other	Roll System UR3T	Equipment
John Deere	Tractor 3038E	Yellow Iron
Toro	5 UNIT TRANSPORT FRAME	Equipment
Foley	ACCU PRO 633/ FOLEY W/ BELLOW	Equipment
Toro	Blower Pro Force	Equipment
Express	Grinder Anglemaster	Equipment
Toro	Mower Fairway	Mower
Toro	Mower Greensmaster 3150	Mower
Other	Mower Greensmaster 3150Q	Mower
Toro	Mower Greenspro 1260	Mower
Toro	Mower Groundmaster 4500D	Mower
Toro	Mower Groundsmaster 3500D	Mower
Toro	Mower Reelmaster 5510	Mower
Other	Mower Trimax Snake System	Mower
Toro	Sand Pro 2040Z	Equipment
Other	Sand Pro 3040	Equipment
John Deere	Skip Loader	Yellow Iron
Toro	Sprayer 1750 Multi Pro	Equipment
Toro	Top Dresser ProPass 200 Base	Equipment
Kubota	Tractor	Yellow Iron
Kubota	Tractor MX5100	Yellow Iron
Club Car	Utility Vehicle Caryall	Equipment
Toro	Utility Vehicle HDX	Equipment
Toro	Utility Vehicle Workman	Equipment
Toro	Utility Vehicle Workman	Equipment
Toro	Utility Vehicle Workman	Equipment
Toro	Utility Vehicle Workman	Equipment
Ford	F150 SC	Truck
Other	Mower Flail	Equipment
Toro	Mower Frame 5 Blades	Mower
Toro	Mower Reelmaster 5510	Mower
Toro	Mower Z Master	Mower
Carryall	Utility Vehicle Gas	Equipment
Club Car	Utility Vehicle Turf 2	Equipment
Toro	3150 Greensmaster	Mower
Toro	5800 -G Multi Pro w/ excerate	Equipment
Toro	Accessories to Greenmaster 315	Equipment
Toro	Aerator 648	Equipment
Toro	Aerator 648	Equipment
Toro	Aerator 686	Equipment
Other	Air Compressor 80 Gal	Equipment
Toro	Anglemaster 4500	Equipment
Other	Backhoe Tractor Loader	Yellow Iron
Other	Bed Edger	Equipment
Toro	Bed Edger	Equipment
Toro	Bernhard Express 4250	Equipment
Toro	Blower Pro Force	Equipment

Toro	Blower Pro Force	Equipment
Toro	Blower Pro Force	Equipment
Toro	Bunker Rake	Equipment
Toro	Bunker Rake	Equipment
Toro	Bunker Rake	Equipment
Toro	Bunker Rake	Equipment
Ford	F250 SC	Truck
Ford	F250 SC XL	Truck
Other	GL9 Lift w/GTLA Frame Kit	Equipment
Other	Golf Lift	Equipment
Scottsman	Ice Machine	Equipment
Other	Ice Machine	Equipment
Toro	Mower 100 in	Mower
Toro	Mower 5 Gang Reel PB	Mower
Toro	Mower 5 Gang Reel PB	Mower
Toro	Mower Fairway	Mower
Toro	Mower Fairway	Mower
Toro	Mower Greenmaster 3150Q	Mower
Toro	Mower Greenmaster 3150Q	Mower
Toro	Mower Greenmaster 3150Q	Mower
Toro	Mower Greenmaster 3150Q	Mower
Toro	Mower Greensmaster 3150Q	Mower
Toro	Mower Greensmaster 3150Q	Mower
Toro	Mower Greensmaster 3150Q	Mower
Rhino	Mower Grooming TX115A	Mower
Toro	Mower Groundmaster 3500D	Mower
Toro	Mower Groundmaster 360	Mower
Toro	Mower Groundmaster 4500D	Mower
Toro	Mower Groundsmaster 3500D	Mower
Toro	Mower Reelmaster 5510	Mower
Other	Mower Ventrac	Mower
Other	Mower Ventrac	Mower
Toro	Mower Z Master 6000	Mower
Toro	Rollers	Yellow Iron
Toro	Sand Pro 5040 Accessories	Equipment
Ryan	Sod Cutter	Equipment
Toro	Sprayer	Equipment
Toro	Spreader	Equipment
Other	TA26 Boom Mower-Ferrie	Mower
Toro	Top Dresser 2500	Equipment
Kubota	Tractor	Yellow Iron
Imperial	Trailer Utility	Trailer
Other	Trailer Utility	Trailer
John Deere	Turf Tractor	Yellow Iron
Imperial	Utility Trailer	Trailer
Toro	Utility Vehicle	Equipment
Toro	Utility Vehicle	Equipment
Toro	Utility Vehicle	Equipment
Toro	Utility Vehicle	Equipment
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Toro	Utility Vehicle	Equipment

Toro	Utility Vehicle	Equipment
Toro	Utility Vehicle	Equipment
Toro	Utility Vehicle Workman	Equipment
Toro	Utility Vehicle Workman	Equipment
Toro	Utility Vehicle Workman	Equipment
Toro	Utility Vehicle	Equipment
Other	Ventrac	Yellow Iron
Toro	Aerator	Equipment
Toro	Aerator ProCore 648	Equipment
Other	Blower Pro Force	Equipment
Toro	Green Roller Gas	Yellow Iron
Toro	Mower	Mower
Toro	Mower	Mower
Toro	Mower 5 in Unit Transport Fram	Mower
Toro	Mower Greenmaster 3150Q	Mower
Toro	Mower Greenmaster 3320	Mower
Toro	Mower Greenmaster 3320	Mower
Toro	Mower Greensmaster 3150Q	Mower
Toro	Mower Greensmaster 3150Q	Mower
Toro	Mower Greensmaster 3150Q	Mower
Toro	Mower Groundmaster 3280D	Mower
Toro	Mower Groundmaster 3500D	Mower
Toro	Sand Pro / Infield Pro 5040	Equipment
Toro	Sprayer	Equipment
Toro	Thatching Reek Kit-Triflex	Mower
Toro	Thatching Reek Kit-Triflex	Mower
Toro	Top Dresser ProPass	Equipment
Kubota	Tractor/Loader Backhoe	Yellow Iron
Kubota	Utility Tractor	Yellow Iron
Kubota	Utility Tractor	Yellow Iron
Kubota	Utility Tractor	Yellow Iron
Toro	Utility Vehicle Workman	Equipment
Toro	Utility Vehicle Workman	Equipment
Toro	Utility Vehicle Workman	Equipment
Toro	Utility Vehicle Workman	Equipment
Toro	Utility Vehicle Workman	Equipment
Toro	Utility Vehicle Workman	Equipment
Toro	Utility Vehicle Workman	Equipment
Toro	Pro Sweep	Equipment
Toro	Aerator 686	Equipment
Toro	Blower Pro Force	Equipment
Ford	F150 SC XL	Truck
Toro	Mower Greensmaster 3150Q	Mower
Toro	Mower Greensmaster 3150Q	Mower
Toro	Mower Groundmaster 4300D	Mower
Other	Plug-N-Play Fertigation Panel	Equipment
Toro	Sand Pro 5040	Equipment
Toro	Sprayer 5800	Equipment
Lely	Spreader	Equipment
Club Car	Utility Vehicle Turf 2	Equipment
Club Car	Utility Vehicle Turf 2	Equipment
Toro	Aerator 648	Equipment
Foley	Bedknife Grinder 660	Equipment
Toro	Blower Pro Force	Equipment
Toro	Mower Fairway	Mower
Toro	Mower Fairway	Mower



Toro	Mower Greenmaster 3150Q	Mower
Toro	Mower Greens	Mower
Other	Mower Greens Roller	Mower
Toro	Mower Greensmaster 3150Q	Mower
Toro	Mower Greensmaster 3150Q	Mower
Toro	Mower Greensmaster 3150Q	Mower
Toro	Mower Groundmaster 4500D	Mower
Toro	Mower Reelmaster 5510D	Mower
Foley	Reel Grinder	Equipment
Foley	Reel Grinder 630	Equipment
Toro	Reelmaster Transporter	Mower
Toro	Sand Pro 3040	Equipment
Toro	Sand Pro 5040	Equipment
Toro	Sprayer 5800	Equipment
Kubota	Utility Tractor	Yellow Iron
Kubota	Utility Tractor	Yellow Iron
Toro	Utility Vehicle Workman	Equipment
Toro	Utility Vehicle Workman	Equipment
Toro	Utility Vehicle Workman	Equipment
Toro	Utility Vehicle Workman	Equipment
Toro	Utility Vehicle Workman	Equipment
Toro	Utility Vehicle Workman	Equipment
Toro	Utility Vehicle Workman	Equipment
Toro	Utility Vehicle Workman	Equipment
Toro	Utility Vehicle Workman	Equipment
Broyhill	Walking Broom	Equipment
Toro	Aerator ProCore 648	Equipment
Toro	Blower Pro Force	Equipment
Toro	Bunker Rake	Equipment
Toro	Mower Greensmaster 3150Q	Mower
Toro	Mower Greensmaster 3150Q	Mower
Toro	Mower Groundmaster 360	Mower
Toro	Mower Groundmaster 7200	Mower
Toro	Mower Reelmaster 3550D	Mower
Toro	Sprayer 1750 Multi Pro	Equipment
Ventrac	Turf Tractor 4500Z	Yellow Iron
Kubota	Utility Vehicle HDX	Equipment
Toro	Utility Vehicle MD	Equipment
Toro	Utility Vehicle MD Workman	Equipment
Toro	Utility Vehicle MD Workman	Equipment
Toro	Utility Vehicle	Equipment
Toro	Aerator 648	Equipment
Toro	Mower Greensmaster 2120	Mower
Toro	PCX1298	Equipment
Toro	Trailer Trans Pro 80	Trailer
Toro	Aerator 686	Equipment
Toro	Blower Pro Force	Equipment
Ford	F150 SC XL	Truck
Ford	F150 SC XLT	Truck
Toro	Mower Greenmaster 3320	Mower
Toro	Mower Greensmaster 2120	Mower
Toro	Mower Greensmaster 3150Q	Mower
Toro	Mower Greenspro 1260	Mower
Toro	Mower Groundmaster 4500D	Mower
Toro	Mower Reelmaster 3575D	Mower
Misc.	MULTI PRO 5800	Mower
Toro	Sand Pro	Equipment

Toro	Sprayer	Equipment
Toro	Top Dresser ProPass	Equipment
John Deere	Tractor 1070	Yellow Iron
Toro	Trailer Trans Pro 80	Trailer
Toro	Utility Vehicle Workman	Equipment
Toro	Utility Vehicle Workman	Equipment
Toro	Utility Vehicle Workman 3200	Equipment
Toro	Utility Vehicle Workman GTX	Equipment
Toro	Utility Vehicle Workman GTX	Equipment
Other	Forward 913 Equipment Lift	Equipment
Toro	Mower Greenmaster 3150Q	Mower
Toro	Mower Greensmaster 3150Q	Mower
Toro	Mower Groundmaster 7200	Mower
Toro	Mower Groundsmaster 360	Mower
Toro	Mower Reelmaster 3550D	Mower
Toro	Multi Pro 1750	Equipment
Toro	Sand Pro 3040	Equipment
Other	Spreader-Vicon	Equipment
Club Car	Utility Vehicle Turf 2	Equipment
Toro	Versa Vac	Equipment
Toro	Aerator 686	Equipment
Toro	Aerator ProCore 648	Equipment
Toro	Blower Pro Force	Equipment
Toro	Blower Pro Force	Equipment
Toro	Blower Pro Force	Equipment
Toro	Blower Pro Force	Equipment
Toro	Blower Pro Force	Equipment
Lely	Broadcast Spreader	Equipment
Ford	F150 SC	Truck
Ford	F150 SC XL	Truck
Toro	Mower Greensmaster 3150Q	Mower
Toro	Mower Greensmaster 3250D	Mower
Toro	Mower Greensmaster 3250D	Mower
Toro	Mower Greensmaster 3300	Mower
Toro	Mower Greensmaster 3300	Mower
Toro	Mower Greensmaster 3300	Mower
Toro	Mower Greenspro 1260	Mower
Toro	Mower Greenspro 1260	Mower
Toro	Mower Greenspro 1260	Mower
Toro	Mower Groundmaster	Mower
Toro	Mower Groundsmaster 3500D	Mower
Toro	Mower Groundsmaster 7200	Mower
Toro	Mower Reelmaster 3100D	Mower
Toro	Mower Reelmaster 3575D	Mower
Toro	Mower Reelmaster 3575D	Mower
Ventrac	Mower Tractor 4500Z	Mower
Rhino	Mower TX1500	Mower
Toro	Multi Pro 1750	Equipment
Toro	MultiPro 5800-G	Equipment
Toro	Sand Pro 3040	Equipment
Toro	Sand Pro 3040	Equipment
Lely	Spreader	Equipment
Toro	Spreader Pro Pass 200	Equipment
Other	Thatching Reel Kit	Equipment
Kubota	Tractor/Loader Backhoe 4WD	Yellow Iron
Other	Trailer Open	Trailer
Kubota	Utility Tractor	Yellow Iron

Kubota	Utility Tractor	Yellow Iron
Club Car	Utility Vehicle CarryAll 2	Equipment
Club Car	Utility Vehicle Caryall	Equipment
Club Car	Utility Vehicle Caryall	Equipment
Toro	Utility Vehicle Workman	Equipment
Toro	Utility Vehicle Workman	Equipment
Toro	Utility Vehicle Workman	Equipment
Toro	Utility Vehicle Workman	Equipment
Toro	Utility Vehicle Workman	Equipment
Toro	Utility Vehicle Workman	Equipment
Toro	Utility Vehicle Workman	Equipment
Toro	Utility Vehicle Workman	Equipment
Toro	Utility Vehicle Workman	Equipment
Toro	Utility Vehicle Workman	Equipment
Toro	Utility Vehicle Workman	Equipment
Toro	Aerator 648	Equipment
Toro	Aerator 686 Attachment	Equipment
Foley	Bedknife Grinder	Equipment
Ford	F150 SC XL	Truck
Other	Foley United Reel Grinder	Equipment
Toro	Mower Greenmaster 3150Q	Mower
Toro	Mower Greenmaster 3150Q	Mower
Toro	Mower Greensmaster 3150-Q	Mower
Toro	Mower Greensmaster 3150-Q	Mower
Toro	Mower Greenspro 1240	Mower
Toro	Mower Groundmaster	Mower
Toro	Mower Groundmaster 3500D	Mower
Toro	Mower Groundmaster 4500D	Mower
Toro	Mower Reelmaster 7000D	Mower
Toro	Sand Pro 2020	Equipment
Toro	Sprayer 5800	Equipment
Lely	Spreader	Equipment
Toro	Spreader Pro Pass 200	Equipment
Other	Thatching Reel	Equipment
Other	Trailer	Trailer
Buffalo	Turbine Blower	Equipment
John Deere	Utility Tractor 4520	Yellow Iron
Toro	Utility Vehicle Workman	Equipment
Toro	Utility Vehicle Workman	Equipment
Toro	Utility Vehicle Workman	Equipment
Toro	Utility Vehicle Workman	Equipment
Toro	Utility Vehicle Workman	Equipment
Toro	Aerator 686	Equipment
Kubota	Backhoe	Yellow Iron
Anglemaster	Bed Knife Grinder 4000DXI	Equipment
Toro	Blower Pro Force	Equipment
Toro	Blower Pro Force	Equipment
Ford	F150 SC	Truck
Caterpillar	Gang Roller Salsco HP 11-3 3	Yellow Iron
Toro	Mower 5 in Unit Transport Fram	Mower
Toro	Mower 5 in Unit Transport Fram	Mower
Toro	Mower 73 in	Equipment
Toro	Mower Greenmaster 3300 Triflex	Mower
Toro	Mower Greenmaster 3300 Triflex	Mower
Toro	Mower Greenmaster 3300 Triflex	Mower
Toro	Mower Greenmaster 3300 Triflex	Mower

Toro	Mower Greensmaster 2120	Mower
Toro	Mower Greensmaster 2120	Mower
Toro	Mower Groundmaster 7200	Mower
Toro	Mower Reelmaster 3100D	Mower
Toro	Mower Reelmaster 3100D	Mower
Toro	Mower Reelmaster 3757D	Mower
Toro	Mower Reelmaster 3757D	Mower
Toro	Sand Pro Infield Pro 5040	Equipment
Toro	Sand Pro Infield Pro 5040	Equipment
Lely	Spreader PTO	Equipment
Toro	Thatching Reel Kit Trifle	Equipment
Toro	Thatching Reel Kit Trifle	Equipment
Toro	Thatching Reel Kit Trifle	Equipment
Toro	Top Dresser ProPass	Equipment
Kubota	Tractor	Yellow Iron
Kubota	Tractor	Yellow Iron
Toro	Trailer	Trailer
Toro	Trailer Trans Pro 80	Trailer
Toro	Trailer Trans Pro 80	Trailer
Toro	Utility Vehicle Workman	Equipment
Toro	Utility Vehicle Workman	Equipment
Toro	Utility Vehicle Workman	Equipment
Toro	Utility Vehicle Workman	Equipment
Toro	Utility Vehicle Workman	Equipment
Toro	Utility Vehicle Workman	Equipment
Toro	Utility Vehicle Workman	Equipment
Toro	Utility Vehicle Workman	Equipment
Toro	Utility Vehicle Workman	Equipment
Toro	Utility Vehicle Workman	Equipment
Toro	Utility Vehicle Workman	Equipment
Toro	Utility Vehicle Workman	Mower
Foley	605 Reel Grinder	Equipment
Toro	Aerator 648	Equipment
Foley	Bedknife Grinder 660	Equipment
Toro	Blower Pro Force	Equipment
Toro	Mower Greenmaster 3320	Mower
Toro	Mower Greensmaster 3150Q	Mower
Toro	Mower Greensmaster 3150Q	Mower
Toro	Mower Greensmaster 3150Q	Mower
Toro	Mower Greensmaster 3250D	Mower
Toro	Mower Groundmaster 3500D	Mower
Other	Mower Progressive Pro Flex	Mower
Toro	Mower Reelmaster 3575D	Mower
Toro	Multi Pro 1750	Equipment
Toro	Sand Pro 3040	Equipment
Lely	Spreader	Equipment
Kubota	Turf Tractor	Yellow Iron
Club Car	Utility Vehicle CarryAll 252	Equipment
Toro	Utility Vehicle Workman	Equipment
Toro	Utility Vehicle Workman	Equipment
Toro	Utility Vehicle Workman	Equipment
Toro	Utility Vehicle Workman	Equipment
Toro	Utility Vehicle Workman HDX	Equipment
Toro	Aerator ProCore 1298	Equipment
Misc.	Blade Cutting Unit	Equipment
Toro	Bunker Rake	Equipment
Toro	Mower Fairway	Mower
Misc.	Mower Multi Pro 1750	Mower

Toro	Mower Snake Trimax S2	Mower
Toro	Roller HP11-3	Yellow Iron
Misc.	Root Pruner MkVI	Yellow Iron
Toro	Sprayer	Equipment
Lely	Spreader	Equipment
Kubota	Tractor MX5400HST	Yellow Iron
Novae	Trailer Enclosed 20 ft	Equipment
Kubota	Utility Tractor	Yellow Iron
Toro	Utility Vehicle Workman GTX EF	Equipment
Toro	Utlity Vehicle	Equipment
Toro	Utlity Vehicle	Equipment
Toro	Wireless Vehicle Remote	Equipment
John Deere	Aerator 1500	Equipment
Ford	F150 SC	Truck
Misc.	Mower Greens Roller	Mower
Toro	Aerator	Equipment
Toro	Fairway Mower	Mower
Toro	Greens Mower	Mower
Toro	Greens Mower	Mower
Kubota	Kubota	Yellow Iron
Other	Lift Equip 9000	Equipment
Toro	Mower 72 in	Mower
Toro	Mower Fairway	Mower
Toro	Reel	Equipment
Toro	Utlity Vehicle	Equipment
Toro	Utlity Vehicle	Equipment
Toro	Utlity Vehicle	Equipment
Toro	Blower	Equipment
Toro	Greens Mower	Mower
Toro	Mower Greens Mower	Mower
Kubota	Tractor	Yellow Iron
Kubota	Utility Tractor	Yellow Iron
Toro	Utility Vehicle	Equipment
Toro	Utility Vehicle	Equipment

## Equipment to be Purchased for Barefoot Bay Executive Golf Course

- 1-Greenmaster 3150-Q 14 blade Greens mower



- 1-Greenmaster 3150-Q 8 blade Tee mower



- Set (3) of Vertical Cutting Units for Greensmower





- 1-ProPass 200 Topdresser with Trailer



- 1-Multi Pro 5800 Sprayer



\*Shown with optional GEOLINK® PRECISION SPRAY SYSTEM

- 1-Sand Pro 5040



- 1 - Kubota Tractors 56 Hp



- 1- GM 1200 pull behind Rough Mower



- 1-GM 3500-D Sidewinder Trim Rough Mower



- 1-Toro Proforce blower



- 1-Workman HDX 2wd Diesel w aux. hyd.



- 3-GTX Workman



- 1 – Lely Fertilizer Spreader



## Request for Taxpayer Identification Number and Certification

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

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**BrightView Golf Maintenance, Inc.**

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☒ S Corporation

☐ Partnership

☐ Trust/estate

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

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.  
**Corporate Address: 27001 Agoura Rd., Ste 350, Calabasas, CA 91301**

6 City, state, and ZIP code

**Remittance Address: P.O. Box 31001-2463, Pasadena, CA 91110-2463**

7 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 line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-					

or

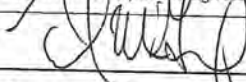
Employer identification number								
9	5	-	2	9	9	2	3	8

### Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**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 for Part II, later.

Sign Here Signature of U.S. person ▶  Date ▶ 7/27/22

### General Instructions

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

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

#### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

## Copy of Required/Applicable Licenses Certifications

### *State of Florida Department of State*

I certify from the records of this office that BRIGHTVIEW GOLF MAINTENANCE, INC. is a California corporation authorized to transact business in the State of Florida, qualified on January 28, 2004.


The document number of this corporation is F04000000526.

I further certify that said corporation has paid all fees due this office through December 31, 2022, that its most recent annual report/uniform business report was filed on March 29, 2022, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Twenty-seventh day of May,  
2022*



  
*Secretary of State*

Tracking Number: 8656314557CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

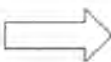




## Wade Foster's Applicators License

Florida Department of Agriculture and Consumer Services

Pesticide Certification Office

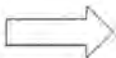
This card is your license. It authorizes you, the license holder, to purchase and apply Restricted Use Pesticides (RUPs). Please sign your card and keep it with you when applying or purchasing RUPs.



Florida Department of Agriculture and Consumer Services Pesticide Certification Office Commercial Applicator License License # CM27589	
FOSTER, WADE CHARLES 1302 14TH PL VERO BEACH, FL 32960	Categories 3
Issued: August 6, 2022  Signature of Licensee	Expires: August 31, 2026  NICOLE "NIKKI" FRIED, COMMISSIONER
<small>The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.</small>	

To renew a pesticide applicator license, applicators must first become recertified. Recertification is accomplished by either retaking the certification exams or accumulating Continuing Education Units (CEUs). See Table 2 in the Pesticide Applicator Certification and Licensing in Florida handbook located at <http://pestinfo.ifas.ufl.edu/pdfs/Pesticide-Applicator-Cert-Licensing.pdf> for information on Recertification.

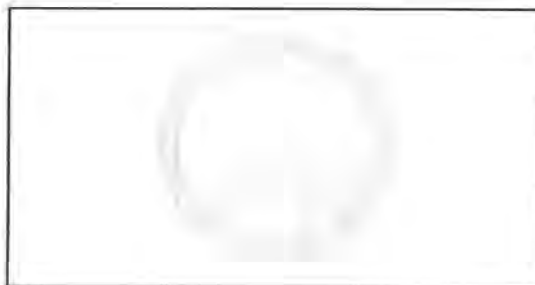
The bottom two cards are for your Authorized Purchasing Agents (APAs). Please sign the card in the space provided and give to your APA to sign. APAs are authorized to purchase RUPs.



For questions, comments or concerns,  
Contact us at:

Florida Department of Agriculture and  
Consumer Services  
Pesticide Certification Office  
3125 Conner Blvd, Bldg 8  
Tallahassee, FL 32399-1650

Phone: (850) 617-7870  
Fax: (850) 617-7895



## Randy Massey's Applicators License

6/3/22, 4:45 PM

Licensed Pesticide Applicator Detail

### Licensed Pesticide Applicator Detail

Print

Close

<b>Applicator's Name</b>		<b>City, State</b>
MASSEY, RANDOLPH D		GRAND ISLAND, FL
<b>License No.</b>	<b>License Status</b>	<b>License Type:</b>
CM10168	Normal	Commercial RUP Applicator License
<b>License Categories</b>		
Ornamental and Turf Pest Control		
<b>Original Issue Date</b>	<b>Last Issue Date</b>	<b>Expiration Date</b>
2/5/1997	1/6/2021	12/31/2024
<b>Company Name</b>		
<b>Agent Count: 0</b>		

## Cory Adam's Applicators License



## 2 Evaluation Criteria

### Included in This Section:

- Experience
- Qualifications of Key Personnel & Training Program
- Machinery, Equipment, and Manpower
- References
- Cost



## Experience

As the industry leader at providing golf course maintenance services, a key to BrightView's approach is respecting it is **YOUR COURSE**. In partnering with the Barefoot Bay Recreation District, our top priority will always be to help ensure Barefoot Bay Executive Golf Course and Barefoot Bay Recreation District achieve maximum success.

### About BrightView

Overall, BrightView Golf is the largest maintenance company in the golf industry and BrightView is the largest landscaping company in the country. We are a \$2.4 Billion corporation with 22,000 employees and 60,000 client properties.

While there are several service divisions within our company, BrightView Golf Maintenance is dedicated solely to caring for golf courses. We are not a full-service golf management company; we focus exclusively on golf course maintenance. This division has been in business for around 40 years, and we currently have more than 80 golf courses nationally with 24 of those being in the state of Florida. Like our parent company, we are also the largest golf course maintenance company in the country.

### Proven Approach to Golf Course Maintenance

As the golf industry leader at maintenance services, BrightView Golf Maintenance has a clear understanding of the day-to day challenges of maintaining golf courses in seasonal golf markets. We are true experts on the science, technology, and operations of golf course maintenance. We leverage this expertise in developing customized agronomic and operations plans specific to each of our partner courses.

However, the key to our success has been taking a personalized approach and building long term relationships with our partner courses. We feel combining the stability and reliability of such a well-established company with our personalized approach is a proven formula for your success.

Overall, here are a few elements that separate BrightView Golf Maintenance as the leader:

- Maintaining golf courses, and delivering high end conditions are all we do
- Extensive ongoing support and collaboration from our off-site team
  - Ph.D. Agronomist
  - Certified Golf Course Architect
  - Certified Golf Course Superintendents
- Prescriptive based diagnostic testing and customized agronomic plan development
- Commitment to a lean operations discipline, designed to maximize labor efficiencies
- Expertise in managing maintenance operations, equipment, irrigation systems and safety
- 100% responsible and accountable to deliver conditions that meet or exceed expectations

### Local Knowledge

BrightView's team supporting Barefoot Bay brings a wealth of knowledge and experience in having a long history in Florida and currently maintaining 24 golf courses across the state.

## Retain True Control

While Barefoot Bay Recreation District will be relying on a 3rd party outsource to maintain your golf course, you can always trust that the District will retain true control when partnering with BrightView.

Yes, BrightView will be accountable and responsible for managing all aspects of your golf course maintenance program. However, from transparent planning to our unparalleled, proactive communication, the leadership at Barefoot Bay will always have an active role. Simply put, you define the level of conditions then we deliver, and quite often exceed your expectations.





## BrightView Financials

### BrightView Financial Responsibility

BrightView Golf Maintenance, Inc., a subsidiary of BrightView Holdings, Inc. is a California Corporation which is publically traded on the NYSE. The Golf Maintenance Division of BrightView Holdings was incorporated on February 17, 1976. In March of 2016, ValleyCrest Companies merged with The Brickman Group to form BrightView Companies.

On January 31, 2018, the Company's fiscal year end changed from December 31 to September 30, beginning with September 30, 2017. Attached is the consolidated balance sheet data for Quarterly report ending 7/30/22. Since we are a publically traded company, our financial information is publically available at <https://investor.brightview.com/financials-and-filings/sec-filings/default.aspx>.

Our Bank reference is:

PNC Bank, N.A.  
Concentration Account #XXXX3529  
800 Connecticut Avenue, N.W.  
Washington, D.C. 20006  
Contact: Credit Information Department, 888-762-2265



**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

**FORM 10-Q**

(Mark One)

☒ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended June 30, 2022

OR

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from      to

Commission File Number: 001-38579

**BrightView Holdings, Inc.**

(Exact name of Registrant as specified in its Charter)

**Delaware**  
(State or other jurisdiction of  
incorporation or organization)

**980 Jolly Road**  
**Blue Bell, Pennsylvania**  
(Address of principal executive offices)

**46-4190788**  
(I.R.S. Employer  
Identification No.)

**19422**  
(Zip Code)

Registrant's telephone number, including area code: (484) 567-7204

Securities registered pursuant to Section 12(b) of the Act:

Title of Each Class	Trading Symbol	Name of exchange on which registered
Common Stock, Par Value \$0.01 Per Share	BV	New York Stock Exchange

Securities registered pursuant to Section 12(g) of the Act: None

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	<input type="checkbox"/>	Accelerated filer	<input checked="" type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/>	Smaller reporting company	<input type="checkbox"/>
Emerging growth company	<input type="checkbox"/>		

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

The number of shares of Registrant's Common Stock outstanding as of July 31, 2022 was 93,000,000.

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### **SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS**

This Quarterly Report on Form 10-Q (this “Form 10-Q”) contains “forward-looking statements” within the meaning of the Securities Act of 1933, as amended (the “Securities Act”), Securities Exchange Act of 1934, as amended (the “Exchange Act”), which are subject to the “safe harbor” created by those sections. All statements of historical facts included in this Form 10-Q, including statements concerning our plans, objectives, goals, beliefs, business conditions, results of operations, financial position, business outlook, business trends and other information, may be forward-looking.

Words such as “believes,” “expects,” “may,” “will,” “should,” “seeks,” “intends,” “plans,” “estimates,” “continues,” or “anticipates” or other words or similar expressions are intended to identify forward-looking statements. The forward-looking statements are not historical facts and are based upon our current expectations, beliefs, estimates and projections, and various assumptions, many of which are inherently uncertain and beyond our control. Our expectations, beliefs, and projections are expressed in good faith, and we believe them to be reasonable. However, there can be no assurance that management’s expectations, beliefs and projections will result or be achieved, and actual results may differ materially from what is expressed in or indicated by the forward-looking statements.

There are a number of risks, uncertainties and other important factors, many of which are beyond our control, that could cause actual results to differ materially from the forward-looking statements contained in this Form 10-Q. Such risks, uncertainties and other important factors include, among others, the risks, uncertainties and factors set forth under the heading “Business,” “Risk Factors” and “Management’s Discussion and Analysis of Financial Condition and Results of Operations” and elsewhere in this Form 10-Q. New risk factors and uncertainties may emerge from time to time, and it is not possible for management to predict all risk factors and uncertainties. Some of the key factors that could cause actual results to differ from expectations include risks related to:

- general business, economic and financial conditions;
- the duration and extent of the novel coronavirus (COVID-19) pandemic and its resurgence, and the impact of federal, state and local governmental actions and customer behavior in response to the pandemic, including possible additional or reinstated restrictions on business operations and resurgence of the pandemic;
- higher operational and supply costs and expenses due to inflation, and our inability to pass higher costs and expenses onto our customers through price increases;
- competitive industry pressures;
- the failure to retain current customers, renew existing customer contracts and obtain new customer contracts;
- the failure to enter into profitable contracts, or maintaining customer contracts that are unprofitable;
- a determination by customers to reduce their outsourcing or use of preferred vendors;
- the dispersed nature of our operating structure;
- our ability to implement our business strategies and achieve our growth objectives;
- the possibility that the anticipated benefits from our business acquisitions will not be realized in full or at all or may take longer than expected; the possibility that costs or difficulties related to the integration of acquired businesses’ operations will be greater than expected; the possibility that integration efforts will disrupt our business and strain management time and resources;
- the seasonal nature of our landscape maintenance services;
- our dependence on weather conditions and the impact of severe weather and climate change on our business;
- increases in prices for raw materials, labor and fuel caused by rising inflation, or otherwise;
- disruptions in our supply chain and changes in our ability to source adequate supplies and materials in a timely manner;
- any failure to accurately estimate the overall risk, requirements, or costs when we bid on or negotiate contracts that are ultimately not awarded;
- the conditions and periodic fluctuations of real estate markets, including residential and commercial construction;
- our ability to retain or hire our executive management and other key personnel;

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- our ability to attract and retain field and hourly employees, trained workers, and third-party contractors and seasonal workers;
- any failure to properly verify employment eligibility of our employees;
- subcontractors taking actions that harm our business;
- our recognition of future impairment charges;
- laws and governmental regulations, including those relating to employees, wage and hour, immigration, human health and safety and transportation;
- environmental, health and safety laws and regulations, including regulatory costs, claims and litigation related to the use of chemicals and pesticides by employees and related third-party claims;
- our ability to meet our environmental, social and governance (“ESG”) goals and targets and the possibility that complying with ESG standards and meeting our goals may be significantly more costly than anticipated;
- the distraction and impact caused by litigation, of adverse litigation judgments and settlements resulting from legal proceedings;
- increase in on-job accidents involving employees;
- any failure, inadequacy, interruption, security failure or breach of our information technology systems;
- our ability to adequately protect our intellectual property;
- restrictions imposed by our debt agreements that limit our flexibility in operating our business;
- our ability to generate sufficient cash flow to satisfy our significant debt service obligations;
- our ability to obtain additional financing to fund future working capital, capital expenditures, investments or acquisitions, or other general corporate requirements;
- increases in interest rates governing our variable rate indebtedness increasing the cost of servicing our substantial indebtedness including changes related to LIBOR reform;
- ownership of our common stock;
- occurrence of natural disasters, terrorist attacks, geopolitical events, hostilities or other external events;
- changes in generally accepted accounting principles in the United States; and
- costs and requirements imposed as a result of maintaining the requirement of being a public company.

We caution you that the risks, uncertainties, and other factors referenced above may not contain all of the risks, uncertainties and other factors that are important to you. In addition, we cannot assure you that we will realize the results, benefits, or developments that we expect or anticipate or, even if substantially realized, that they will result in the consequences or affect us or our business in the way expected. We undertake no obligation to publicly update or revise any forward-looking statements to reflect subsequent events or circumstances, any change in assumptions, beliefs or expectations or any change in circumstances upon which any such forward-looking statements are based, except as required by law.

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**PART I—FINANCIAL INFORMATION**

**Item 1. Financial Statements.**

**BrightView Holdings, Inc.  
Consolidated Balance Sheets  
(Unaudited)  
(In millions, except par value and share data)**

	June 30, 2022	September 30, 2021
<b>Assets</b>		
Current assets:		
Cash and cash equivalents	\$ 26.3	\$ 123.7
Accounts receivable, net	422.4	378.9
Unbilled revenue	121.1	111.2
Other current assets	114.0	97.0
Total current assets	683.8	710.8
Property and equipment, net	323.0	264.4
Intangible assets, net	186.4	197.6
Goodwill	2,005.4	1,950.8
Operating lease assets	78.4	69.5
Other assets	40.0	44.5
Total assets	<u>\$ 3,317.0</u>	<u>\$ 3,237.6</u>
<b>Liabilities and stockholders' equity</b>		
Current liabilities:		
Accounts payable	\$ 159.0	\$ 144.4
Current portion of long-term debt	12.0	10.4
Deferred revenue	73.0	48.2
Current portion of self-insurance reserves	49.6	50.2
Accrued expenses and other current liabilities	210.5	220.9
Current portion of operating lease liabilities	25.6	22.0
Total current liabilities	529.7	496.1
Long-term debt, net	1,336.4	1,130.6
Deferred tax liabilities	56.2	70.8
Self-insurance reserves	101.6	104.5
Long-term operating lease liabilities	59.2	54.2
Other liabilities	36.5	38.7
Total liabilities	2,119.6	1,894.9
Stockholders' equity:		
Preferred stock, \$0.01 par value; 50,000,000 shares authorized; no shares issued or outstanding as of June 30, 2022 and September 30, 2021	—	—
Common stock, \$0.01 par value; 500,000,000 shares authorized; 105,700,000 and 105,200,000 shares issued and 93,000,000 and 105,200,000 shares outstanding as of June 30, 2022 and September 30, 2021, respectively	1.1	1.1
Treasury stock, at cost; 12,700,000 and 287,000 shares as of June 30, 2022 and September 30, 2021, respectively	(168.1)	(4.4)
Additional paid-in-capital	1,504.7	1,489.1
Accumulated deficit	(142.9)	(141.6)
Accumulated other comprehensive income (loss)	2.6	(1.5)
Total stockholders' equity	1,197.4	1,342.7
Total liabilities and stockholders' equity	<u>\$ 3,317.0</u>	<u>\$ 3,237.6</u>

The accompanying notes are an integral part of these unaudited consolidated financial statements.

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**BrightView Holdings, Inc.**  
**Consolidated Statements of Operations**  
**(Unaudited)**  
**(In millions, except per share data)**

	Three Months Ended June 30,		Nine Months Ended June 30,	
	2022	2021	2022	2021
Net service revenues	\$ 747.4	\$ 673.6	\$ 2,051.2	\$ 1,879.9
Cost of services provided	558.2	494.6	1,565.0	1,409.2
Gross profit	189.2	179.0	486.2	470.7
Selling, general and administrative expense	131.3	123.1	399.5	374.4
Amortization expense	13.2	12.6	38.7	39.0
Income from operations	44.7	43.3	48.0	57.3
Other (expense) income	(14.6)	0.8	(15.1)	2.8
Interest expense	14.8	9.4	34.5	32.5
Income (loss) before income taxes	15.3	34.7	(1.6)	27.6
Income tax expense (benefit)	4.5	9.5	(0.3)	8.1
Net income (loss)	\$ 10.8	\$ 25.2	\$ (1.3)	\$ 19.5
Income (loss) per share:				
Basic income (loss) per share	\$ 0.12	\$ 0.24	\$ (0.01)	\$ 0.19
Diluted income (loss) per share	\$ 0.12	\$ 0.24	\$ (0.01)	\$ 0.18

The accompanying notes are an integral part of these unaudited consolidated financial statements.



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**BrightView Holdings, Inc.**  
**Consolidated Statements of Comprehensive Income (Loss)**  
(Unaudited)  
(In millions)

	Three Months Ended June 30,		Nine Months Ended June 30,	
	2022	2021	2022	2021
Net income (loss)	\$ 10.8	\$ 25.2	\$ (1.3)	\$ 19.5
Net derivative gains and other costs arising during the period, net of tax expense of \$0.5; \$0.3; \$1.5; and \$1.0, respectively (1)	1.1	0.7	3.9	1.9
Reclassification of losses (gains) into net income (loss), net of tax (expense) benefit of \$0.0; \$(0.1); \$0.0; and \$1.4, respectively	0.1	(0.3)	0.2	3.9
Other comprehensive income	1.2	0.4	4.1	5.8
Comprehensive income	<u>\$ 12.0</u>	<u>\$ 25.6</u>	<u>\$ 2.8</u>	<u>\$ 25.3</u>

(1) Other costs include the effects of foreign currency translation adjustments which were immaterial during the periods presented.

The accompanying notes are an integral part of these unaudited consolidated financial statements.

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**BrightView Holdings, Inc.**  
**Consolidated Statements of Changes in Stockholders' Equity**  
**Three and Nine Months Ended June 30, 2022 and 2021**  
**(Unaudited)**  
**(In millions)**

	Common Stock		Additional Paid-In Capital	Accumulated Deficit	Accumulated Other Comprehensive Income (Loss)	Treasury Stock	Total Stockholders' Equity
	Shares	Amount					
Balance, March 31, 2022	105.7	\$ 1.1	\$ 1,499.9	\$ (153.7)	\$ 1.4	\$ (95.2)	\$ 1,253.5
Net income	—	—	—	10.8	—	—	10.8
Other comprehensive income, net of tax	—	—	—	—	1.2	—	1.2
Equity-based compensation	—	—	4.8	—	—	—	4.8
Repurchase of common stock and distributions	—	—	—	—	—	(72.9)	(72.9)
Balance, June 30, 2022	105.7	\$ 1.1	\$ 1,504.7	\$ (142.9)	\$ 2.6	\$ (168.1)	\$ 1,197.4
Balance, September 30, 2021	105.2	\$ 1.1	\$ 1,489.1	\$ (141.6)	\$ (1.5)	\$ (4.4)	\$ 1,342.7
Net (loss)	—	—	—	(1.3)	—	—	(1.3)
Other comprehensive income, net of tax	—	—	—	—	4.1	—	4.1
Capital contributions and issuance of common stock	0.5	—	1.6	—	—	—	1.6
Equity-based compensation	—	—	14.0	—	—	—	14.0
Repurchase of common stock and distributions	—	—	—	—	—	(163.7)	(163.7)
Balance, June 30, 2022	105.7	\$ 1.1	\$ 1,504.7	\$ (142.9)	\$ 2.6	\$ (168.1)	\$ 1,197.4
	Common Stock		Additional Paid-In Capital	Accumulated Deficit	Accumulated Other Comprehensive Loss	Treasury Stock	Total Stockholders' Equity
	Shares	Amount					
Balance, March 31, 2021	105.2	\$ 1.1	\$ 1,479.4	\$ (193.6)	\$ (1.5)	\$ (3.6)	\$ 1,281.8
Net income	—	—	—	25.2	—	—	25.2
Other comprehensive income, net of tax	—	—	—	—	0.4	—	0.4
Equity-based compensation	—	—	5.3	—	—	—	5.3
Repurchase of common stock and distributions	—	—	—	—	—	(0.1)	(0.1)
Balance, June 30, 2021	105.2	\$ 1.1	\$ 1,484.7	\$ (168.4)	\$ (1.1)	\$ (3.7)	\$ 1,312.6
Balance, September 30, 2020	104.9	\$ 1.0	\$ 1,467.8	\$ (187.9)	\$ (6.9)	\$ (2.5)	\$ 1,271.5
Net income	—	—	—	19.5	—	—	19.5
Other comprehensive income, net of tax	—	—	—	—	5.8	—	5.8
Capital contributions and issuance of common stock	0.3	0.1	1.5	—	—	—	1.6
Equity-based compensation	—	—	15.4	—	—	—	15.4
Repurchase of common stock and distributions	—	—	—	—	—	(1.2)	(1.2)
Balance, June 30, 2021	105.2	\$ 1.1	\$ 1,484.7	\$ (168.4)	\$ (1.1)	\$ (3.7)	\$ 1,312.6

The accompanying notes are an integral part of these unaudited consolidated financial statements.

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**BrightView Holdings, Inc.**  
**Consolidated Statements of Cash Flows**  
**(Unaudited)**  
**(In millions)**

	Nine Months Ended June 30,	
	2022	2021
Cash flows from operating activities:		
Net (loss) income	\$ (1.3)	\$ 19.5
Adjustments to reconcile net (loss) income to net cash provided by operating activities:		
Depreciation	71.5	63.6
Amortization of intangible assets	38.7	39.0
Amortization of financing costs and original issue discount	2.8	2.8
Loss on debt extinguishment	12.6	—
Deferred taxes	(12.7)	7.7
Equity-based compensation	14.0	15.4
Realized loss on hedges	0.2	5.3
Other non-cash activities, net	(2.5)	(2.2)
Change in operating assets and liabilities:		
Accounts receivable	(28.8)	(29.9)
Unbilled and deferred revenue	16.0	(6.3)
Other operating assets	(7.6)	11.0
Accounts payable and other operating liabilities	(37.2)	7.5
Net cash provided by operating activities	65.7	133.4
Cash flows from investing activities:		
Purchase of property and equipment	(88.1)	(44.7)
Proceeds from sale of property and equipment	5.4	7.5
Business acquisitions, net of cash acquired	(89.4)	(106.2)
Other investing activities, net	—	0.4
Net cash (used) by investing activities	(172.1)	(143.0)
Cash flows from financing activities:		
Repayments of finance lease obligations	(18.1)	(12.3)
Repayments of term loan	(1,003.3)	(7.8)
Repayments of receivables financing agreement	(203.0)	(24.6)
Repayments of revolving credit facility	(165.0)	—
Proceeds from term loan, net of issuance costs	1,180.1	—
Proceeds from receivables financing agreement, net of issuance costs	223.7	24.0
Proceeds from revolving credit facility	165.0	—
Debt issuance costs	(4.6)	—
Proceeds from issuance of common stock, net of share issuance costs	1.3	1.4
Repurchase of common stock and distributions	(163.7)	(1.2)
Other financing activities, net	(3.4)	(2.0)
Net cash provided (used) by financing activities	9.0	(22.5)
Net change in cash and cash equivalents	(97.4)	(32.1)
Cash and cash equivalents, beginning of period	123.7	157.1
Cash and cash equivalents, end of period	\$ 26.3	\$ 125.0
<b>Supplemental Cash Flow Information:</b>		
Cash paid for income taxes, net	\$ 16.5	\$ 3.8
Cash paid for interest	\$ 31.1	\$ 31.1

The accompanying notes are an integral part of these unaudited consolidated financial statements.

## Audubon Cooperative Sanctuary Program for Golf Courses

### Audubon International

BrightView Golf Maintenance believes that our people must be educated about environmental stewardship and motivated in their daily lives to conserve natural resources and enhance and protect wildlife and their habitats. With this in mind, BrightView Golf Maintenance enrolls our partner courses in Audubon International's Cooperative Sanctuary Program for Golf Courses (ACSP).

Enrollment in the Audubon Cooperative Sanctuary Program offers information and instruction for our golf course Superintendents, enabling them to implement an appropriate environmental management program at each course. The program provides comprehensive stewardship education in six key environmental areas:

- Environmental Planning
- Wildlife and Habitat Management
- Water Conservation and Water Quality Management
- Resource Conservation
- Waste Reduction
- Outreach and Education

Enrollment in the Audubon Cooperative Sanctuary Program adds a distinction to the Club as a facility that is interested in protecting natural resources as well as enhancing the golfing experience.

Following is a list of BrightView Golf Maintenance contracted golf courses that have achieved Audubon International certification.

Creekside Golf Course, CA  
Longshore Golf Club, CT  
Osprey Point Golf Course, FL  
Okeeheelee Golf Course, FL  
Park Ridge Golf Course, FL  
Resort at Squaw Creek, CA  
Youghioghenny Country Club, PA



120 Defreest Drive, Troy, NY 12180  
T: 518.767.9051 F: 518.767.9076  
W: [www.auduboninternational.org](http://www.auduboninternational.org)

To Whom it May Concern:

**RE: BrightView Golf Maintenance**

Audubon International is a 501(c)(3) not-for-profit and our mission is to deliver high-quality environmental education to facilitate the sustainable management of land, water, wildlife, and other natural resources in all places people live, work, and play. One of our programs is the Audubon Cooperative Sanctuary Program (ACSP) for Golf which is an award-winning education and certification program that helps golf courses protect our environment and preserve the natural heritage of the game of golf. The program is centered around six basic concepts: Environmental Assessment & Planning, Wildlife & Habitat Management, Chemical Use Reduction & Safety, Water Conservation, Water Quality Management, and Outreach & Education. Currently, we have approximately 2,000 golf courses who are members of the program with just over 900 who hold certification indicating they are compliant with six basic concepts indicated above.

BrightView Golf Maintenance is an active participant in and proponent of our ACSP. BrightView has almost 50 golf courses registered in the program with a number of courses currently holding certification. BrightView's commitment to environmentally sustainable golf course operations is evidenced by its participation in the ACSP. BrightView provides their courses with advanced research and technology to ensure not only sustainable operations but also high-quality playing conditions.

Based on their participation in our ACSP and commitment to environmentally sustainable practices, Audubon International provides this endorsement and recommendation of BrightView Golf Maintenance.

On Behalf of Audubon International,

A handwritten signature in black ink, appearing to read "Frank LaVadera", is written over a horizontal line.

Frank LaVadera  
Director of Environmental Programs for Golf



## Osprey Point Golf Course Supports the Audubon with Two Long-term Projects

### Project #1) Monarch Butterflies



April 9, 2020

Dear National Fish & Wildlife Foundation:

The Monarch's in the rough program has been a huge success here at Osprey Point the only Audubon Classic course in the United States. We initially started with milk weed plants given to us by the program. As time progressed and those plants were a success we became self-sustainable by harvesting our own seeds and growing them into larger plants that were then planted onto the golf courses here. We also continue to use the seeds donated by Audubon to make sure we have a large array of varieties being planted. We have given many plants away to people and groups that are interested. We love to hear about the success they are having by bringing monarchs to their backyard or workplace.

We have seen a dramatic increase in the amount of monarchs visiting these planting sites. We have also seen the complete cycle of life take place numerous times over the last two years. Mating to egg laying to young larvae, pre-pupa, to pupa. It still amazes us how these wonderful creatures can find the milk weed among our 200 acres of golf course, native areas, lakes, and wetlands. Our goal with the help of Audubon and our volunteers is to grow the program every year increasing the sites for expanding the monarch populations. We already have plans underway for adding more milk weed and other butterfly plants to a native area island near our organic farm to fairway garden. In a joint effort by BrightView Golf Maintenance, Palm Beach County, and Audubon we have already made a big difference in the monarchs in the rough program by being active partners. We hope to see this program continue on in the years to come so we can continue to grow the success and see the monarch populations soar.

Thank You,

Mike Scully  
Superintendent  
Osprey Point Golf Course  
Boca Raton, FL



# Pictures from our Monarch Program



## Project #2) Superintendent, at Osprey Point GC Creates Garden and Helps to Support Local Restaurant "The Nest Eatery"

2/9/21

Hello All,

I know that I speak for Tally as much as myself when I say that it has been such a privilege to work with the "dream team" to realize the Osprey Point course-to-fork garden experience. Success has required time, imagination, and patience. Thank you to everyone that has helped this Audubon project reach its goals of developing a garden plan, building out the garden site and beds, planting and maintaining a rotating, seasonal garden, composting, harvesting crops, and utilizing the vegetables in the restaurant. It has required tremendous effort for us all to push this project forward in the age of Covid-19, but has been so worth it to enjoy the culmination of hard work, positive energy, and team coordination! Thank you to all for your continued support.

Sim, I love how you are going to incorporate garden produce into your menu as well as the efforts you have already made to showcase the flavorful yet meager yields. It must be somewhat difficult as crop harvests are ready at their own pace and often alternate between bumper crop and not. We should get together, though, as some of below vegetable items will be pulled to make way for warm season crops soon. Such is the come and go nature of a seasonal garden in Southern Florida—at a certain point, some crops begin to have issues with the heat, humidity (disease issues) and insect pressure. It is always difficult to pull a crop, but planting gives you a chance to grow what you need. I will check in with you guys this week to get your input about future planting as well as tell you what is going to be pulled (for example—most likely pulling lettuce in mid-March). In the meantime, we look forward to our tomatoes ripening and enjoying the end of our winter season crops.

To bring this project full circle, Tally and I are continuing our work cataloguing all of the images, documents, communications, outreach info, and garden notes into a 3-year case study. It is quite a large file and we look forward to sharing the case study results at the end of the spring season or sooner, if you need it before. Just let us know a time table and we will get it to you. Tally and I are creating plant lists for the Clock by Starter Shack and the Butterfly Area beside the garden, which should be available by the end of week. Bo, there are some other little fill in spots up by the clubhouse that need to be filled with new plant material to look full and happy; we will also recommend plant materials for those spots.

On that note, have a wonderful week, everyone!

Sincerely,

Mike and Tally Scully





## The Nest Eatery Organic Ingredients from Garden

### Herbs

The majority of the herbs that we receive have been fused to make a herb oil, this has many uses.

Primary use is to finish our flatbread pizzas.

Mint is used for our mojito's.

Cilantro & Basil can be used in our fish tacos and marinara sauce.

### Organic Greens

These are washed and then integrated into our salads.

We plan to use baby spinach as an extra ingredient in our Sunday Special omelets.

For the Kale my lead cook and I are working together on creating a Kale Salad Special.

### Vegetables

Peppers are sauteed and feature in our mediterranean wraps.

Radishes are shaved and used as a garish.

Carrots are used as sticks to go with the wings.

Tomatoes are used for salads.

"Wow! I'm just not sure what else to say but "wow"! I love seeing the garden each time I visit the course and I'm sure I'm not the only one. It's a great place for a quick time out.

I am just so impressed with the amount of effort, dedication, diligence, and sheer gumption that went into this project.

Mike – thank you for prioritizing this commitment to the property and its Audubon certification.

Special thanks to Tally and Mara for volunteering their time and expertise, and for doing most, if not all, of the heavy lifting. Thank you for sharing the harvest from your labor of love.

FANTASTIC JOB TO ALL WHO WERE INVOLVED! I give it two (green) thumbs up!"

- Bethany King, Golf Operations Supervisor - Palm Beach County

Please also see a FB post from Mara Murphy's daughter who runs the equestrian center in one of the PBC parks.



**Molly Murphy**

Just now · 🧑🏻‍🤝‍🧑🏻



Local PBC friends! Would y'all look at this?!

This beautiful haul went directly to [The Nest Eatery](#) at [Osprey Point Golf Course](#) and will be featured on this week's menu.

The planting, harvesting, and generous care is a labor of love for my mom and fellow volunteers.

If you are in West Boca, grab a fresh bite! A Master Gardener that I know would be thrilled! ❤️🌱🌿

[#EatLocal](#) [#HomeGrown](#) [#GrownWithLove](#)



*Handwriting practice sheet showing the word "Life" repeated multiple times in cursive script.*



Regional Park in Boca Raton, Florida at the edge of the Florida Everglades. Bordered by the Arthur R. Marshall Loxahatchee National Wildlife Refuge to the north and west, the remainder of the course is surrounded by residential development. Roy Case and Jeff Grossman of Case Golf Company designed the 200-acre golf parcel as three nine-hole courses called the Hawk, the Falcon, and the Raven focusing on the main habitat components of grasslands, fresh water ponds and canals.

Osprey Point Falcon 1 Forward Tee  
vegetative buffer at water's edge



sible golf, the following was incorporated into the construction process:

- Drainage filtration from the course first empties into either dry or wet retention areas or bioswales before connecting to the on-site ponds.
- Instead of the original selection of Bermuda turfgrass, a more environmentally friendly grass called platinum paspalum was featured on greens, tees and fairways since it is more drought and wear tolerant, has decreased fertilizer and maintenance needs, and accepts a wider range of water quality and composition.
- The overall grassed acreage was reduced by adding coquina waste areas that double as cart paths and are efficient at promoting water infiltration and replenishing of the aquifer.
- Drought tolerant native species were planted in the extended rough, hazard, and out of play areas.
- Butterfly gardens were developed to provide habitat for pollinator species.
- Nearly all trees on the property were newly planted featuring species such as



cypress, live oak and sabal palms providing habitat for bobcats to bald eagles as well as the ever-present osprey and creating corridors for wildlife movement throughout.

Osprey Point was recognized in 2016 as the World's Best Eco Friendly Golf Facility by the World Golf Awards through votes cast by the public, and by golf and travel professionals. Winners demonstrate "leadership in environmental stewardship

and were creative and responsible in planning, design, construction and management of unique, resource efficient golf facilities."

Osprey Point was certified on March 29, 2011 as the first Audubon International Classic Sanctuary in the state of Florida and only the second in the United States. It joined the other four Palm Beach County golf facilities which are Audubon International certified as well. 🌱

**Not Just A Game, A Way Of Life!**

**[www.turflife.org](http://www.turflife.org)**



## **North Palm Beach C.C. Earns the 2020 Latitude 36 Florida Course of the Year**

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When Cory Adams took the role as superintendent of the North Palm Beach Country Club ([https://www.village-npb.org/453/Country-Club/?utm\\_source=Latitude-26-Course-of-the-Year&utm\\_medium=referral&utm\\_campaign=Turf-Talk](https://www.village-npb.org/453/Country-Club/?utm_source=Latitude-26-Course-of-the-Year&utm_medium=referral&utm_campaign=Turf-Talk)) golf course, it wasn't in great shape. In a lot of ways, it seemed like the environmental conditions of the course would prevent almost any turf variety from flourishing. The course sits on a sand ridge—not the best foundation for growing healthy, green grass. Nematodes, notorious for attacking root structures, were an ever-present issue. Pile on top of that the extreme Florida heat and humidity, and the conditions of the North Palm Beach Country Club course seemed to be the perfect storm of set-backs.



With so much work to be done, management felt that Adams might decline the position. Undeterred, he took the job and found that by trouble-shooting issues one at a time, the course began to improve. The turfgrass on the golf course was Latitude 36® Bermudagrass (<https://sodsolutionspro.com/grasses/latitude36-bermudagrass/>). The grass was struggling so much that there was talk of needing to replace it altogether. Latitude 36 was developed to push the upper limits of the transition zone and some questioned whether it could perform in the hot, humid climates of South Florida. The other issue was the sandy soil, which can be difficult for many varieties.



Adams thought it over and ultimately came to the conclusion that with the right maintenance and care, he believed Latitude 36 would not only do well, but would thrive and offer players an outstanding golf experience. Features like its color and playability make Latitude 36 perfect for a golf course application; it was just a matter of figuring out how to make it work in an environment with so many setbacks.



The first thing he had to handle was implementing an organic nutrition regimen. From there, he put a plan together to deal with the nematodes, and ramped up the irrigation system to address the sandy soil. Coming up with a program for moisture retention made all the difference, according to Adams. Within a few months, the dry, dead-looking patches that had been plaguing the course upon Adams's arrival disappeared, and a green, healthy looking golf course began to take shape.

Today, one of the main draws of the North Palm Beach Country Club course is the playability (the grass). Unlike other bermudagrasses, Latitude 36 has an upright growth pattern which creates the perfect foundation for golf play. From a maintenance point of view, Adams loves this feature because it requires less cultural practices and the upright growth pattern maintains itself. The ball sits up high on Latitude 36, which golfers love. The green color and beautiful texture of the grass provide fine aesthetic appeal which is highly sought after in the golf industry. Adams is proud to offer what he believes is truly the best course surface to club members and loves to hear the positive feedback from players.

After the initial project of getting the Latitude 36 back to health, Adams says that the day-to-day maintenance is actually much less than that of other varieties. Basic agronomic practices like correct feeding and grooming have been the magic formula that keeps the grass healthy and thriving. It all comes



down to the proper nutrition and consistent care.



Latitude 36 has become a success story in more ways than one at the North Palm Beach Country Club course, but there are still some skeptics. Adams invites anyone who doubts the choice of Latitude 36 for a South Florida application to talk to him; he is an open book when it comes to the care and maintenance practices that he has found to be successful. Cory Adams is a superintendent that not only manages with

excellence, he is also willing to step out of the box when it comes to management style and is more than willing to share information and interact meaningfully with his peers. These characteristics have allowed Adams to defy the status quo and make the North Palm Beach Country Club golf course a notable success. Congratulations to Cory and his staff, the recipients of the 2020 Latitude 36 Florida Course of the Year award.







*Mark Johnson*  
*Senior Director International & TPC Agronomy*

## **AGRONOMY TOURNAMENT REVIEW**

**Web.com Tour Championship**  
**Atlantic Beach Country Club, Atlantic Beach, Florida**  
**September 17 – 23, 2018**

To: Chesley Scott, BVGM Golf Course Superintendent

From: Mark Johnson

Thank you for the efforts you and your staff put forth for the 2018 **Web.com Tour Championship**. The golf course was in very good condition for the competition and provided an exceptional test for the Players trying to earn their PGA TOUR cards. The putting greens possessed excellent ball roll quality, and the cooperative weather supported firm and fast conditions throughout. The following is a brief summary of our discussions and observations during the tournament, as well as a few suggestions to try and improve for next year's event.

### **Greens**

The TifEagle putting surfaces were densely covered and produced high quality ball roll characteristics for the event. Most notably, the firmness had dramatically improved to prior year as a result of diligent cultural practices performed during the summer months and good water management. We discussed the importance of continuing an aggressive cultural program including core aeration, vertical mowing, brushing, and topdressing, designed to reduce the OM content and manage thatch. Additionally, we discussed the continued removal Celebration bermuda contamination along the inside perimeters of the putting surfaces.

### **Tees & Fairways**

The Celebration bermuda tees and fairways were in very good condition for the tournament. Moreover, the professional tees were well protected leading up to Tournament Week, thus providing ample teeing space during all rounds. As we discussed, the tees and fairways are beginning to develop excessive thatch and should be routinely vertically mowed and topdressed for improved firmness.

### **Rough**

The bermuda turf is all short-cut at fairway height, as per design, and resulting in no designated primary bermuda rough. Bahia turf is utilized adjacent to some of the sandy and outlying areas beyond the bermuda and was mowed uniformly at 5.0 inches during Advance Week. The bahia turf provided good hole definition, and an increased level of difficulty for Players trying to advance the ball from these areas.

### **Bunkers/Hazards**

The bunkers were meticulously prepared ahead of play each day, and the sandy areas were smoothed as needed to repair any traffic damage from the previous day. Good job! The bunker sand has become increasingly contaminated due to seasonal rains washing the darker colored native sand and stones into the bunkers. We discussed options for reducing the contamination, including lining the bunkers with a Mirafi or Polyast lining system to protect the bunker sand.

### **Operations/Miscellaneous**

Many thanks to the 10-15 volunteers that helped prepare the golf course for play each day during the competition. Furthermore, the additional pieces of mowing equipment were also instrumental in producing the desired conditions for the tournament. In addition, a few pieces of specialty equipment will also be essential for the successful implementation of the maintenance programs we discussed.

In closing, it was my great pleasure to work with you and your outstanding staff, and I already look forward to next year's event. Please keep in touch, and feel free to call anytime should you need our assistance. Thanks again for a job well done.

## Golfers' Choice: Most-Improved golf courses

These courses have come a long way in the last year, and earned special recognition from golfers.

Golfers' Choice  
December 30, 2019

Great turnaround stories at golf courses coast-to-coast (and Hawaii!) are happening all the time, and our review community is the best way to discover which management's efforts are paying off. We assessed your ratings & reviews from 2018-19 to uncover the U.S. golf courses that improved their overall score the most year-over-year.

For each course we found a review quote that shares insight as to why the improvement happened. The reasons range from new greens to improved management to rebuilt facilities. Some of these courses underwent extensive redesigns. Some of these courses are municipally-owned and operated, while others are privately-owned or resort properties. Click to read more about what golfers like you are saying about the experience.

If, during your 2020 golf season, you come across a course that has markedly improved their experience, be sure to acknowledge their efforts with a review of your own. [Click here](#) to review a golf course, whether it's your 1st or your 100th.

If one of these courses is in your neck of the woods and you had given up on them in years past, maybe it's time to give them a second look.

## Most Improved Courses of 2019 in the U.S.

1

### North Palm Beach Country Club

North Palm Beach, Fla. | [Read reviews](#)

What they're saying: " This course has gone through a major redo and will be incredible...Fairways are on par with PGA National just up the road." -[Lee1151656](#)

<https://www.golfadvisor.com/best-of/golfers-choice-2019-most-improved-courses>



## **Golf Digest - Florida's Top 75 Courses of 2015**

BrightView Golf Maintenance had many of our courses make the top 75 list.

Those courses and their rankings included:

- 31. Biltmore Golf Course/Coral Gables
- 42. Omni Amelia Island Plantation Resort (Ocean Links)/Amelia Island
- 45. Omni Amelia Island Plantation Resort (Oak Marsh)/Amelia Island
- 48. Osprey Point Golf Course/Baton Raton
- 52. Palm Beach National Golf Course/Lake Worth
- 60. North Palm Beach Country Club/North Palm Beach
- 75. ChampionsGate Golf Course/ChampionsGate

Link to the story:

<https://www.golfdigest.com/story/75-best-public-golf-courses-in-florida>

## The Golf Club at Cuscowilla

Eatonton, FL



### Relevant Aspects

Private Club

18 Holes

Golf Course Renovations with Cost Savings

**Golf Maintenance Partner Since 2017**

Cuscowilla on Lake Oconee is the number one ranked residential golf club in Georgia, twenty-fifth in the country and number five among all private clubs in Georgia. They are a preferred course among players in their market, which enabled them to raise dues by 10% a year over the past two years and double their initiation fees. They didn't get there without a plan.

### Situation

A Coore & Crenshaw designed course with signature red bunkers with natural rugged edges and new Champion Bermudagrass greens and TifGrand aprons, they had all the right ingredients for a pristine, awe-inspiring golf course. With forward-looking and strategic management, the club had aspirations to invest in their future, but they needed to get costs under control and see better results from their recent investment in their greens. That's when they found BrightView Golf Maintenance.

### BrightView's Solution

Within the first few months on the course, BrightView delivered better conditions with the same course operating budget, which improved member confidence and satisfaction. The club was ready for long-term planning. Club leaders and BrightView put their heads together to identify priorities and come up with a plan. The club's equipment had outlived its useful life and wasn't optimally suited for the turf and conditions requirements. BrightView experts helped source the right equipment, leveraging their buying power to extend significant savings to the club. Cuscowilla has always been known for its signature red bunkers with natural rugged edges. They give the course a character of its own while creating visual impact. But the soil composition was proving to impact the health of the surrounding turf, and the bunkers were losing their intended shape and structure. BrightView provided an option that made it possible for the club. BrightView offered a three-year financing package for the first phase of their bunker renovation, which included all greenside bunkers. Self-performing the job, BrightView sourced new soil that matched the color and character of the original bunkers, yet resolved the drainage issue. BrightView's in-house golf course architect, Erik Larsen, ASGCA, coordinated with the architect of record, Coore & Crenshaw, to ensure the bunker renovation project would retain the original design intent.

### Results

Today, member satisfaction floats around nine and ten, up from six before BrightView arrived. General Manager, Jarrod Clark credits BrightView for both the boost to member satisfaction as well as their ability to attract a consistent flow of new members who have shown they value the club by paying increased member dues and initiation fees. They recognize the value of their key asset, they're reinvesting in it, and they have the right partner, BrightView Golf Maintenance, to help them achieve their goals and continue leading their market.

“Due to the dramatically improved course conditions, we have been able to get \$3 more per round than we have been in the past. It is a big deal to get more money per round in this competitive marketplace.”

**Dustin McCabe**  
City of Lake Worth, Facilities Director and Golf Pro

## City of Lake Worth

### Golf Course

Lake Worth, FL



#### Relevant Aspects

Municipal Course  
Course condition improvements  
Warm season turf

18 Holes

**Golf Course Maintenance Partner Since 2011**

The City of Lake Worth operates an 18-hole golf course consisting of warm season turf. We began working with Lake Worth in 2011 based on a recommendation they received from Palm Beach County. Lake Worth had not previously outsourced their golf course maintenance.

#### Situation

Playing conditions at the Lake Worth Municipal in Lake Worth, Florida had been declining for nearly 10 years when the City decided to hire a professional maintenance contractor. Overall golf revenues had fallen significantly which created severe financial stress. Upon selection, BrightView was tasked to restore the course to a high level of conditioning, responsibly reduce maintenance costs and reinstate community pride in this valuable and well-loved municipal asset.

#### BrightView's Solution

Upon start-up, BrightView developed a science-based agronomic plan to improve overall turf health, vitality, playability and appearance while saving Lake Worth \$180,000 relative to their historical maintenance costs. With the City's involvement we installed a veteran superintendent (in this case from BrightView ranks) and hired and trained the maintenance team in technical skills, safety and golf course presentation and decorum. Our efforts led to increased play and convinced the City that the course was again worth investing in, which further opened the door for BrightView to pro actively provide a five-year equipment replacement plan and five-year capital improvement plan, which the City has approved.

#### Results

The course has been restored to a high level of conditioning and the community is once again proud of "Lake Worth Muni". The greens were renovated last year and the golf cart paths are scheduled for renovation later this year. These improvements have led to both an increase in play and in golf club memberships as well as a \$3 per round increase in greens fees. The increased revenues and costs savings have significantly righted the financial ship of the golf course.

## Qualifications of Key Personnel

### Key Personnel for Barefoot Bay Executive Golf Course

The following resumes are included for your review. These and the organizational charts presented were developed for your course to provide additional insight regarding how we will bring both on-site and off-site resources for your project. The fact that BrightView has considerable corporate expertise available to Barefoot Bay offers more power for each dollar you spend.

- Wade Foster, Superintendent
- Randy Massey, Regional Equipment Manager
- Corey Adams, Area Director SE
- B. Todd Bunnell, PhD, Vice President, Agronomy
- Erik Larsen, Business Development Executive, Southeast
- Terry McGuire, Vice President/General Manager, Southeast





## Wade Foster

### Superintendent, Class A

As Superintendent, Wade is responsible for leading the maintenance team to ensure course standards and operations are maintained and managed consistently according to the BrightView culture. With over 32 years in the Golf industry Wade is a seasoned BrightView team member and is well versed with BrightView's operating and administrative systems. With Wade's past experiences working at other properties and his in-depth knowledge of the golf industry, he continues to deliver excellent course conditions for BrightView clients.

#### Education/Training

Mott Community  
College Flint, MI

CPR Certification

Florida Best  
Management Practices  
Certification

Florida Pesticide  
Applicators License

Toro, John Deere and  
Jacobson Training

#### Professional Associations/ Licenses

GCSAA Class A Member

FL GCSAA Member

#### Professional Experience:

- 2012 - Current      Superintendent, BrightView Golf Maintenance, FL
- 2009 - 2012      Assistant Superintendent, Sugarbush, Davison MI
- 2005 - 2009      GM/Superintendent, Copper Ridge, Davison, MI
- 1994 - 2005      GM/Superintendent, Castle Creek, Attica, MI
- 1986 - 1994      Assistant Superintendent, Goodrich, Goodrich, MI

#### Additional Professional Experience

- Operations Manager
- Supervision
- Budget Management & Forecasting Property/Asset Management
- Event Management
- Inventory Control
- Marketing
- Project Bidding
- Landscaping, Irrigation, and Chemical Spraying
- Grounds Maintenance
- Heavy Equipment Operator
- Machines, Equipment, & Tools
- Safety Awareness
- Oral & Written Communications
- Computer Skills
- Team Player
- Customer Relations



## Randy Massey

### Regional Equipment Manager

### Superintendent, Class A

As equipment manager, Randy is responsible for ordering and resourcing equipment that is needed for BrightView golf courses in the Southeast. Randy's top priority's are always cost, time schedules, safety, cost and productivity for the courses and the clients. Randy is also responsible for equipment inventory control which includes tracking and documenting equipment movement and recycling out dated equipment for all of the Southeast region.

With over 30 years as a Class A Superintendent, Randy is responsible for leading the maintenance team to ensure course standards and operations are maintained and managed consistently according to the BrightView culture. Randy is a seasoned BrightView team member and is well versed with BrightView's operating and administrative systems. With Randy's vast knowledge and experience he has performed every skill level needed on a golf course (Spray Tech, Irrigation Tech and Mechanic) that has helped him be successful in keeping cost down and productivity up.

#### Education/Training

Electronic Technician  
Diploma Devry University

Restricted Use Pesticide  
License over 30 years

BMP training for Florida

Toro and Rainbird  
irrigation training

#### Professional Associations/ Licenses

Class A GCSA Member

GCSAA member Central  
Florida Chapter

#### Professional Experience:

- 2008 - Current Superintendent with Brightview Golf Maintenance
- 1998 - 2008 Superintendent with OneSource at The Villages, FL
- 1987 - 1998 Asst. Superintendent and Superintendent at Zellwood Station, FL

#### Additional Professional Experience

- Hands-on Superintendent
- Mechanic
- Irrigation Technician
- Spray Technician
- Managed numerous in-house projects
- Irrigation up grades
- Greens and Tee rebuilds
- Equipment package purchases



## Cory Adams

### Area Director, Southeast

As Area director, Southeast, Cory is responsible for personnel development, quality control and customer relationships at BrightView's properties in the Southeast. He works closely with the on-site Golf Course Superintendents to ensure course standards and operations are maintained and managed consistently according to the BrightView culture and core values. With over 30 years of golf course operations experience, Cory is a seasoned BrightView team member and well acquainted with BrightView's operating and administrative systems. Cory started his career with BrightView in 2019 as Golf Course Superintendent for North Palm Beach Country Club and was promoted to Area Director in 2022.

#### Education/Training

Mississippi State  
University  
Agronomy/Turfgrass  
Management

#### Professional Associations/ Licenses

Florida Pesticide  
Applicators License

#### Professional Experience:

- 2019 - Current     Area Director/Superintendent, BrightView, FL
- 2018 - 2019       Director of Agronomy, Penn Florida Companies, FL
- 2014 - 2018       Superintendent, The Club at Admirals Cove, FL
- 2005 - 2014       Superintendent, Ibis Golf & Country Club, FL
- 2003- 2005       Superintendent, Marshall's Ranch, TX
- 2002- 2003       Superintendent, Chenal Country Club, AR
- 2000 - 2002       Superintendent, Jack Nicklaus Private Residence, FL
- 1998 - 2000       Asst. Superintendent, Spring Creek Ranch TN



## B. Todd Bunnell, Ph.D.

### Vice President, Agronomy

Dr. Bunnell will be the lead agronomist supporting our team at your course. As such, he will be available as needed to support the Superintendent and will be directly involved in the diagnoses and treatment strategy for any emerging turf issues. He will visit the course quarterly to oversee implementation and the fine-tuning of our programs. He will also work with the Superintendent and our team to develop the annual agronomic program each year. Dr. Bunnell developed the agronomic program contained in our proposal.

#### Education/Training

Phd, Plant Physiology,  
Turfgrass  
Clemson University, SC  
MS, Horticulture,  
Turfgrass  
Clemson University, SC  
BS, Plant and Soil  
Science, Turfgrass  
University of Kentucky

#### Professional Associations & Licenses

Golf Course  
Superintendents  
Association, Member  
United States Golf  
Association, Member  
Wade Stackhouse  
Graduate Student  
Fellowship, Clemson  
University, 2002–03  
Schilletter Fellowship,  
Outstanding Graduate  
Student Researcher,  
Clemson University,  
2001  
Golf Course  
Superintendents  
Association, Watson  
Fellow, 2001

#### Professional Experience

As Vice President of Agronomy for BrightView 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 BrightView, Dr. Bunnell was employed by SePRO Corporation as the Manager of Turf and Ornamental Research/Golf Market Manager (2004–11). 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, and supervised management of entrance drive and delegated duties to crew workers.



## Erik Larsen

### Business Development Executive, Architect

Erik heads the BrightView Golf Improvements division, overseeing projects across our 80+ Golf Course portfolio. Erik is a member of American Society of Golf Course Architects' and CLARB certified Landscape Architect. As an accomplished Architect, Erik has designed and overseen the construction of nearly one hundred golf courses around the world. He previously worked for the Arnold Palmer Design Company from 1983 until 2011, advancing to the position of Executive Vice President. With almost 30 years of experience he has been honored with numerous awards by his peers and is a past President of the American Society of Golf Course Architects. His planning concepts strive to provide a balance of development, infrastructure and nature into each project.

#### Education/Training

BS, Landscape  
Horticulture/  
Agronomy

North Carolina State  
University

CLARB Certified  
Landscape Architect  
State Certified in  
Florida and Iowa

#### Professional Associations & Licenses

Board of American  
Trails

Recreation-  
Development of the  
Urban Land Institute

American Society of  
Golf Course Architects,  
ASGCA (former  
President)

American Society of  
Landscape Architects

#### Additional Professional Experience

- Atlantic Beach Country Club, Atlantic Beach, FL (MP, complete golf course renovation, neighborhood in-fill)
- Arnold Palmer's Bay Hill Lodge and Club (Re-model Oversight & Host of Arnold Palmer Invitational)
- Silver Rock Resort, La Quinta, CA (Architect of Record) (Bob Hope Desert Classic)
- Stonewall Jackson Lake Resort, West Virginia, (Architect of Record) (Best new resort, Golf Inc.)



## Terry McGuire

### Vice President & General Manager, Southeast

As Vice President & General Manager, Southeast, Terry is responsible for overseeing personnel development, quality control and customer relationships at BrightView's properties in the Southeast. He works closely with Clients to ensure course standards and operations are maintained and managed consistently according to their standards and expectations.

Having served most recently as Vice President & Director of National Operations for BrightView Golf Maintenance, Terry is responsible for training and instructing staff members in the BrightView Golf Maintenance Operations Standards.

#### Education/Training

Associate of Science  
Lake City Community  
College Golf Course  
Operations

Associate of Arts  
Jacksonville  
Community College

#### Professional Associations & Licenses

Golf Course  
Superintendents  
Association of America

National Golf Course  
Owners Association

Top Agronomic  
Officers, NGCOA,  
Member

Audubon International,  
Member of the  
Environmental  
Advisory Council

Lake City Community  
College, Member of  
the Advisory Council

#### Professional Experience

Terry joined BrightView Golf Maintenance in 1999 as the Western Region Director of Maintenance with duties including overall maintenance operations of all BrightView Golf Maintenance facilities on the West Coast.

#### Additional Professional Experience

- 1990- 1998 Arnold Palmer Golf Management, Director of Golf Course Maintenance.

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.





# Training Program For Staff

## Safety and Training Plan

### INTRODUCTION

Creating a safe, healthy, and secure working environment is a fundamental principle and business practice of BrightView. 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 BrightView 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

BrightView has adopted a Code of Safe Practice, which relates to our operation. This Code of Safe Practice shall be provided to each supervisory employee who shall have it readily available.

### RESPONSIBLE PERSONS

#### ALL EMPLOYEES

BrightView 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

BrightView' 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.

#### AREA DIRECTORS

Area Directors are primarily responsible for creating a safe working environment in each of the golf course level operations within their respective regions. Area Directors are to ensure compliance with all applicable laws, standards and regulations that affect their respective operations.

#### GOLF COURSE SUPERINTENDENTS

Golf Course Superintendents are primarily responsible for managing the company's Injury and Illness Prevention Program (IIPP) within their specific area of operation. This includes facilities, jobsites and assigned equipment/fleet vehicles. Golf Course Superintendents are directly responsible for the operations and actions of their assigned personnel.



## COURSE SAFETY OFFICERS

Course Safety Officers are designated by each Golf Course Superintendent and are responsible for the day-to-day administration of the company's Injury and Illness Prevention Program (IIPP) at the assigned Course. Specific inspection, reporting and administrative actions are detailed throughout this document.

The Course Safety Officers will cover topics such 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*)

Course 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

### COURSE SAFETY COMMITTEE

Each Course Officer is to hold a Safety Meeting on at least a monthly basis. The purpose is for reviewing the Course 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 Course Safety Officer and an accident report completed using the appropriate form. The Course Safety Officer will conduct a follow up investigation and inform the Regional Safety Manager of any major accident, injury, or incident. The Course Safety Officer is to prepare a monthly summary of all accidents for review with all Course 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 Regional Safety Manager.

### FINANCIAL REWARD SYSTEM

BrightView has a reward system for Course safety performance as it relates to workers compensation, general liability, and at-fault automobile claims. This program seeks to reward Courses with good safety records. The dollar impact on a Course's annual financial statement can be significant.

### SAFETY INCENTIVES

BrightView 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.

## 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. BrightView 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 BrightView 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 BrightView 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 company's' 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 Course 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 Golf Course Superintendent and/or the Course Safety Officer, Courses 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 Course 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.

## **WORKPLACE HAZARDS**

Identification of workplace hazards is an ongoing and continual process. In our vigilance to identify and mitigate workplace hazards the following requirements must be met. Specific policies addressing inspections and reporting are addressed under separate cover.

1. On a quarterly basis, the Course 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 ensure 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 Golf Course Superintendent and the Regional Safety Manager.

2. Hazardous materials, that employees may be exposed to, have been identified at each of our Course locations and SDS information obtained on each of these hazardous materials. This information is contained in our "Hazard Communications Program Notebook" and our SDS book located in each Course. The HAZCOM program, chemical inventory and SDS sheets are to be reviewed at least annually by each Course. A specific program addressing HAZCOM issues is maintained under separate cover.
3. Each Course will have an emergency evacuation plan and procedures in place.
4. Each Course 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 Course shall identify and evaluate hazards whenever new substances, processes, procedures, or equipment are introduced into the workplace that represents a new occupational safety and health hazard. Also, each Course 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 Golf Course Superintendent 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 Course 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 (whichever 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 Course 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 Golf Course Superintendent 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.

BrightView 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 BrightView 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 Golf Course Superintendent or the Course 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.

Each Course 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 BrightView 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

BrightView 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 Course 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 BrightView. 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 Course 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 Course Safety Officer. The Course Safety Officer will ensure tailgate meeting documentation is filed weekly and is available to the Golf Course Superintendent and the Regional Safety Manager if necessary for audit purposes.

## **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 BrightView EHS Department.

## Employee Golf Course Etiquette Training

BVGM give our new team members a training program that allows them to hit the ground running starting in the first week, then continue to refine their skills, quality and efficiency over the next 90 days. Throughout the course of our contract, we offer continued education to our crews in the areas of golf course etiquette, customer service, operating excellence and safety. The First Week, the new team members will watch training videos on golf course etiquette, workspace safety and working safely on the course. The basics of the etiquette/customer service training are as follows:

**Working safely around golfers in areas of play starts with three simple rules:**

- **be quiet**
- **be still**
- **stay out of the line of play**

These rules may seem like common sense, it can require some nuance to know how to use them correctly in every situation.

### When to be quiet

Be as quiet as you can when golfers address the ball. According to the Rules of Golf and the United States Golf Association, a player has “addressed the ball” when he or she has grounded his club immediately in front of or immediately behind the ball.

The last few seconds before a golfer strikes the ball are critical, and golfers need as much focus as they can muster during this time. Know whether or not to turn your equipment to idle quietly or off altogether in this situation. This is at your superintendent’s discretion and may vary depending on the golf course.

### When to be still

Stand still while shots are in play. This is especially important if you’re working at a tee box, green or any other place golfers commonly get ready to take shots.

If you’re far away from the tee but find yourself within the range of a golf shot, stop working and quietly move out of the line of play.

### How to stay out of the line of play

The line of play is the direction a golfer wishes a shot to take, plus a reasonable distance on either side of the intended direction.

Always make sure you’re working out of this line of play. If golfers move into your work area, stop working and reassess their line of play, moving out of the way if necessary. This is another rule that will depend on your superintendent and the golf course.

### Avoiding rogue golf balls

As long as you’re attentive and follow basic golf etiquette, it’s unlikely that you will be hit by a golf ball. Accidents do happen, however, and you should be prepared for the situation. A blow to the head by a

golf ball could cause a concussion or more lasting damage. Minimize your risk by staying vigilant and attentive in active areas of play.

Learn where every blind spot is on the golf course. Blind spots are anywhere that golfers can't see you, even though you're within range of golf shots. Sand dunes and hilly courses are the most common examples of areas that might pose a blind spot risk. If you hear "Fore!" but can't see any golfers or balls, try to quickly determine the direction the ball may be coming from and turn to face away. Duck, then cover the back of your head and neck with your hands and arms.

If you are struck with a golf ball, go straight to your superintendent. Never interact negatively with golfers or club members. Use basic first aid and ice to reduce swelling and help with minor injuries. If you fear you've sustained a serious injury, or if you've been hit directly on the head, let your superintendent know and seek immediate help.

## Where courtesy and productivity meet

Balancing golf etiquette with your work rhythm can be tricky at first. The challenge is to stay productive while taking extra care around golfers. Even though following etiquette and safety rules sometimes slow you down, they pay off in the long run by keeping members happy and you safe.

If you find yourself delayed by group after group, try to find a pocket between groups that you can coast through to finish your job. Your superintendent may instruct you to work backward through the course to escape a string of groups, too.

Sometimes, when you're working greens, you might need to delay players while you finish up before moving out of their area of play. Even if your superintendent allows you to delay players for a full minute, be courteous to members and communicate to them that you're less than a minute away from finishing. They will appreciate seeing you hustle, and your actions will reflect positively on the turf management team as a whole.

## Takeaways

Golf etiquette is one of the realities of working in turf management. We expect every member of our team to abide by golf etiquette and safety rules.

Always remember the basics: be quiet, be still, and stay out of the line of play.

Also, remain vigilant when working in an active area of play.

And finally, ensure you balance courteous player interaction with productivity when working on the course. When in doubt about a specific etiquette rule, never be afraid to double check with your superintendent. As long as you're attentive and follow instructions, you're sure to have a safe and happy time working on the course.

## Machinery, Equipment, and Manpower

### BVGM Machinery/Equipment in The Southeast

MFG	Asset Description	Class Type
Other	4700E Workstation-Trion	Equipment
Ford	F150 SC XLT	Truck
Ford	F250 CC	Truck
Anglemaster	Grinder 3000	Equipment
Toro	Mower Fairway	Mower
Toro	Mower Greensmaster 2120	Mower
Toro	Trailer Trans Pro 80	Trailer
Dakota	Top Dresser 440	Equipment
Other	Trailer Equipment	Trailer
Toro	Aerator 648	Equipment
Toro	Aerator 686	Equipment
Toro	Bed Edger	Equipment
Anglemaster	Bedknife	Equipment
Ty Crop	Blower Pro Force	Equipment
Toro	Blower Pro Force	Equipment
Ford	F150 SC XL	Truck
Other	GL9 Lift 9000	Equipment
Toro	Mower 60 in	Mower
Toro	Mower Greens	Mower
Toro	Mower Greensmaster 3150	Mower
Toro	Mower Greensmaster 3150Q	Mower
Toro	Mower Greensmaster 3150Q	Mower
Toro	Mower Greensmaster 3150Q	Mower
Toro	Mower Greensmaster 3150Q	Mower
Toro	Mower Greensmaster 3150Q	Mower
Toro	Mower Greenspro 1240	Mower
Toro	Mower Groundmaster 4500D	Mower
Toro	Mower Groundmaster 4500D	Mower
Toro	Mower Groundsmaster 3500D	Mower
Toro	Mower Groundsmaster 3500D	Mower
Toro	Mower Reelmaster 3100D	Mower
Toro	ProSweep Blower	Equipment
Toro	Sand Pro 3040	Equipment
Toro	Sand Pro 3040	Equipment
Toro	Sand Pro 5040	Equipment
Other	Sand Pro Infield Pro 3040	Equipment
Cushman	Slicer	Equipment
Misc.	Spin Grinder	Equipment
Toro	Sprayer 5800	Equipment
Lely	Spreader L1250	Equipment
Toro	Spreader ProPass 200	Equipment
Ty Crop	Top Dresser ProPass	Equipment
Misc.	Trailer Open	Trailer
Ryan	Trailer Open	Trailer
Other	Trailer Open 12 ft	Trailer
Imperial	Trailer Utility	Trailer
Kubota	Utility Tractor	Yellow Iron
Kubota	Utility Tractor	Yellow Iron
Toro	Utility Vehicle 3200 Workman	Equipment
Club Car	Utility Vehicle CarryAll 2	Equipment
Club Car	Utility Vehicle Caryall	Equipment
Club Car	Utility Vehicle Caryall	Equipment
Club Car	Utility Vehicle Caryall 2	Equipment
Other	Utility Vehicle HDXW	Yellow Iron
Toro	Utility Vehicle Workman	Equipment
Toro	Utility Vehicle Workman	Equipment

Toro	Utility Vehicle Workman GTX	Equipment
Toro	Utility Vehicle Workman GTX	Equipment
Toro	Utility Vehicle Workman GTX EF	Equipment
Other	Utility Vehicle Workman HDX	Equipment
Toro	Blower Pro Force	Equipment
Other	Grass Cutting Attachment	Mower
Anglemaster	Grinder Bed Knife	Equipment
Express	Grinder Dual Reel	Equipment
Triple Crown	Trailer Utility	Trailer
Ford	F150	Truck
Other	Roll System UR3T	Equipment
John Deere	Tractor 3038E	Yellow Iron
Toro	5 UNIT TRANSPORT FRAME	Equipment
Foley	ACCU PRO 633/ FOLEY W/ BELLOW	Equipment
Toro	Blower Pro Force	Equipment
Express	Grinder Anglemaster	Equipment
Toro	Mower Fairway	Mower
Toro	Mower Greensmaster 3150	Mower
Other	Mower Greensmaster 3150Q	Mower
Toro	Mower Greenspro 1260	Mower
Toro	Mower Groundmaster 4500D	Mower
Toro	Mower Groundsmaster 3500D	Mower
Toro	Mower Reelmaster 5510	Mower
Other	Mower Trimax Snake System	Mower
Toro	Sand Pro 2040Z	Equipment
Other	Sand Pro 3040	Equipment
John Deere	Skip Loader	Yellow Iron
Toro	Sprayer 1750 Multi Pro	Equipment
Toro	Top Dresser ProPass 200 Base	Equipment
Kubota	Tractor	Yellow Iron
Kubota	Tractor MX5100	Yellow Iron
Club Car	Utility Vehicle Caryall	Equipment
Toro	Utility Vehicle HDX	Equipment
Toro	Utility Vehicle Workman	Equipment
Toro	Utility Vehicle Workman	Equipment
Toro	Utility Vehicle Workman	Equipment
Toro	Utility Vehicle Workman	Equipment
Ford	F150 SC	Truck
Other	Mower Flail	Equipment
Toro	Mower Frame 5 Blades	Mower
Toro	Mower Reelmaster 5510	Mower
Toro	Mower Z Master	Mower
Carryall	Utility Vehicle Gas	Equipment
Club Car	Utility Vehicle Turf 2	Equipment
Toro	3150 Greensmaster	Mower
Toro	5800 -G Multi Pro w/ excerate	Equipment
Toro	Accessories to Greenmaster 315	Equipment
Toro	Aerator 648	Equipment
Toro	Aerator 648	Equipment
Toro	Aerator 686	Equipment
Other	Air Compressor 80 Gal	Equipment
Toro	Anglemaster 4500	Equipment
Other	Backhoe Tractor Loader	Yellow Iron
Other	Bed Edger	Equipment
Toro	Bed Edger	Equipment
Toro	Bernhard Express 4250	Equipment
Toro	Blower Pro Force	Equipment

Toro	Blower Pro Force	Equipment
Toro	Blower Pro Force	Equipment
Toro	Bunker Rake	Equipment
Toro	Bunker Rake	Equipment
Toro	Bunker Rake	Equipment
Toro	Bunker Rake	Equipment
Ford	F250 SC	Truck
Ford	F250 SC XL	Truck
Other	GL9 Lift w/GTLA Frame Kit	Equipment
Other	Golf Lift	Equipment
Scottsman	Ice Machine	Equipment
Other	Ice Machine	Equipment
Toro	Mower 100 in	Mower
Toro	Mower 5 Gang Reel PB	Mower
Toro	Mower 5 Gang Reel PB	Mower
Toro	Mower Fairway	Mower
Toro	Mower Fairway	Mower
Toro	Mower Greenmaster 3150Q	Mower
Toro	Mower Greenmaster 3150Q	Mower
Toro	Mower Greenmaster 3150Q	Mower
Toro	Mower Greenmaster 3150Q	Mower
Toro	Mower Greensmaster 3150Q	Mower
Toro	Mower Greensmaster 3150Q	Mower
Toro	Mower Greensmaster 3150Q	Mower
Rhino	Mower Grooming TX115A	Mower
Toro	Mower Groundmaster 3500D	Mower
Toro	Mower Groundmaster 360	Mower
Toro	Mower Groundmaster 4500D	Mower
Toro	Mower Groundsmaster 3500D	Mower
Toro	Mower Reelmaster 5510	Mower
Other	Mower Ventrac	Mower
Other	Mower Ventrac	Mower
Toro	Mower Z Master 6000	Mower
Toro	Rollers	Yellow Iron
Toro	Sand Pro 5040 Accessories	Equipment
Ryan	Sod Cutter	Equipment
Toro	Sprayer	Equipment
Toro	Spreader	Equipment
Other	TA26 Boom Mower-Ferrie	Mower
Toro	Top Dresser 2500	Equipment
Kubota	Tractor	Yellow Iron
Imperial	Trailer Utility	Trailer
Other	Trailer Utility	Trailer
John Deere	Turf Tractor	Yellow Iron
Imperial	Utility Trailer	Trailer
Toro	Utility Vehicle	Equipment
Toro	Utility Vehicle	Equipment
Toro	Utility Vehicle	Equipment
Toro	Utility Vehicle	Equipment
Toro	Utility Vehicle	Equipment
Toro	Utility Vehicle	Equipment
Toro	Utility Vehicle	Equipment
Toro	Utility Vehicle	Equipment
Toro	Utility Vehicle	Equipment
Toro	Utility Vehicle	Equipment
Toro	Utility Vehicle	Equipment



Toro	Utility Vehicle	Equipment
Toro	Utility Vehicle	Equipment
Toro	Utility Vehicle Workman	Equipment
Toro	Utility Vehicle Workman	Equipment
Toro	Utility Vehicle Workman	Equipment
Toro	Utility Vehicle	Equipment
Other	Ventrac	Yellow Iron
Toro	Aerator	Equipment
Toro	Aerator ProCore 648	Equipment
Other	Blower Pro Force	Equipment
Toro	Green Roller Gas	Yellow Iron
Toro	Mower	Mower
Toro	Mower	Mower
Toro	Mower 5 in Unit Transport Fram	Mower
Toro	Mower Greenmaster 3150Q	Mower
Toro	Mower Greenmaster 3320	Mower
Toro	Mower Greenmaster 3320	Mower
Toro	Mower Greensmaster 3150Q	Mower
Toro	Mower Greensmaster 3150Q	Mower
Toro	Mower Greensmaster 3150Q	Mower
Toro	Mower Groundmaster 3280D	Mower
Toro	Mower Groundmaster 3500D	Mower
Toro	Sand Pro / Infield Pro 5040	Equipment
Toro	Sprayer	Equipment
Toro	Thatching Reek Kit-Triflex	Mower
Toro	Thatching Reek Kit-Triflex	Mower
Toro	Top Dresser ProPass	Equipment
Kubota	Tractor/Loader Backhoe	Yellow Iron
Kubota	Utility Tractor	Yellow Iron
Kubota	Utility Tractor	Yellow Iron
Kubota	Utility Tractor	Yellow Iron
Toro	Utility Vehicle Workman	Equipment
Toro	Utility Vehicle Workman	Equipment
Toro	Utility Vehicle Workman	Equipment
Toro	Utility Vehicle Workman	Equipment
Toro	Utility Vehicle Workman	Equipment
Toro	Utility Vehicle Workman	Equipment
Toro	Utility Vehicle Workman	Equipment
Toro	Pro Sweep	Equipment
Toro	Aerator 686	Equipment
Toro	Blower Pro Force	Equipment
Ford	F150 SC XL	Truck
Toro	Mower Greensmaster 3150Q	Mower
Toro	Mower Greensmaster 3150Q	Mower
Toro	Mower Groundmaster 4300D	Mower
Other	Plug-N-Play Fertigation Panel	Equipment
Toro	Sand Pro 5040	Equipment
Toro	Sprayer 5800	Equipment
Lely	Spreader	Equipment
Club Car	Utility Vehicle Turf 2	Equipment
Club Car	Utility Vehicle Turf 2	Equipment
Toro	Aerator 648	Equipment
Foley	Bedknife Grinder 660	Equipment
Toro	Blower Pro Force	Equipment
Toro	Mower Fairway	Mower
Toro	Mower Fairway	Mower

Toro	Mower Greenmaster 3150Q	Mower
Toro	Mower Greens	Mower
Other	Mower Greens Roller	Mower
Toro	Mower Greensmaster 3150Q	Mower
Toro	Mower Greensmaster 3150Q	Mower
Toro	Mower Greensmaster 3150Q	Mower
Toro	Mower Groundmaster 4500D	Mower
Toro	Mower Reelmaster 5510D	Mower
Foley	Reel Grinder	Equipment
Foley	Reel Grinder 630	Equipment
Toro	Reelmaster Transporter	Mower
Toro	Sand Pro 3040	Equipment
Toro	Sand Pro 5040	Equipment
Toro	Sprayer 5800	Equipment
Kubota	Utility Tractor	Yellow Iron
Kubota	Utility Tractor	Yellow Iron
Toro	Utility Vehicle Workman	Equipment
Toro	Utility Vehicle Workman	Equipment
Toro	Utility Vehicle Workman	Equipment
Toro	Utility Vehicle Workman	Equipment
Toro	Utility Vehicle Workman	Equipment
Toro	Utility Vehicle Workman	Equipment
Toro	Utility Vehicle Workman	Equipment
Toro	Utility Vehicle Workman	Equipment
Toro	Utility Vehicle Workman	Equipment
Broyhill	Walking Broom	Equipment
Toro	Aerator ProCore 648	Equipment
Toro	Blower Pro Force	Equipment
Toro	Bunker Rake	Equipment
Toro	Mower Greensmaster 3150Q	Mower
Toro	Mower Greensmaster 3150Q	Mower
Toro	Mower Groundmaster 360	Mower
Toro	Mower Groundmaster 7200	Mower
Toro	Mower Reelmaster 3550D	Mower
Toro	Sprayer 1750 Multi Pro	Equipment
Ventrac	Turf Tractor 4500Z	Yellow Iron
Kubota	Utility Vehicle HDX	Equipment
Toro	Utility Vehicle MD	Equipment
Toro	Utility Vehicle MD Workman	Equipment
Toro	Utility Vehicle MD Workman	Equipment
Toro	Utility Vehicle	Equipment
Toro	Aerator 648	Equipment
Toro	Mower Greensmaster 2120	Mower
Toro	PCX1298	Equipment
Toro	Trailer Trans Pro 80	Trailer
Toro	Aerator 686	Equipment
Toro	Blower Pro Force	Equipment
Ford	F150 SC XL	Truck
Ford	F150 SC XLT	Truck
Toro	Mower Greenmaster 3320	Mower
Toro	Mower Greensmaster 2120	Mower
Toro	Mower Greensmaster 3150Q	Mower
Toro	Mower Greenspro 1260	Mower
Toro	Mower Groundmaster 4500D	Mower
Toro	Mower Reelmaster 3575D	Mower
Misc.	MULTI PRO 5800	Mower
Toro	Sand Pro	Equipment

Toro	Sprayer	Equipment
Toro	Top Dresser ProPass	Equipment
John Deere	Tractor 1070	Yellow Iron
Toro	Trailer Trans Pro 80	Trailer
Toro	Utility Vehicle Workman	Equipment
Toro	Utility Vehicle Workman	Equipment
Toro	Utility Vehicle Workman 3200	Equipment
Toro	Utility Vehicle Workman GTX	Equipment
Toro	Utility Vehicle Workman GTX	Equipment
Other	Forward 913 Equipment Lift	Equipment
Toro	Mower Greenmaster 3150Q	Mower
Toro	Mower Greensmaster 3150Q	Mower
Toro	Mower Groundmaster 7200	Mower
Toro	Mower Groundsmaster 360	Mower
Toro	Mower Reelmaster 3550D	Mower
Toro	Multi Pro 1750	Equipment
Toro	Sand Pro 3040	Equipment
Other	Spreader-Vicon	Equipment
Club Car	Utility Vehicle Turf 2	Equipment
Toro	Versa Vac	Equipment
Toro	Aerator 686	Equipment
Toro	Aerator ProCore 648	Equipment
Toro	Blower Pro Force	Equipment
Toro	Blower Pro Force	Equipment
Toro	Blower Pro Force	Equipment
Toro	Blower Pro Force	Equipment
Toro	Blower Pro Force	Equipment
Lely	Broadcast Spreader	Equipment
Ford	F150 SC	Truck
Ford	F150 SC XL	Truck
Toro	Mower Greensmaster 3150Q	Mower
Toro	Mower Greensmaster 3250D	Mower
Toro	Mower Greensmaster 3250D	Mower
Toro	Mower Greensmaster 3300	Mower
Toro	Mower Greensmaster 3300	Mower
Toro	Mower Greensmaster 3300	Mower
Toro	Mower Greenspro 1260	Mower
Toro	Mower Greenspro 1260	Mower
Toro	Mower Greenspro 1260	Mower
Toro	Mower Groundmaster	Mower
Toro	Mower Groundsmaster 3500D	Mower
Toro	Mower Groundsmaster 7200	Mower
Toro	Mower Reelmaster 3100D	Mower
Toro	Mower Reelmaster 3575D	Mower
Toro	Mower Reelmaster 3575D	Mower
Ventrac	Mower Tractor 4500Z	Mower
Rhino	Mower TX1500	Mower
Toro	Multi Pro 1750	Equipment
Toro	MultiPro 5800-G	Equipment
Toro	Sand Pro 3040	Equipment
Toro	Sand Pro 3040	Equipment
Lely	Spreader	Equipment
Toro	Spreader Pro Pass 200	Equipment
Other	Thatching Reel Kit	Equipment
Kubota	Tractor/Loader Backhoe 4WD	Yellow Iron
Other	Trailer Open	Trailer
Kubota	Utility Tractor	Yellow Iron

Kubota	Utility Tractor	Yellow Iron
Club Car	Utility Vehicle CarryAll 2	Equipment
Club Car	Utility Vehicle Caryall	Equipment
Club Car	Utility Vehicle Caryall	Equipment
Toro	Utility Vehicle Workman	Equipment
Toro	Utility Vehicle Workman	Equipment
Toro	Utility Vehicle Workman	Equipment
Toro	Utility Vehicle Workman	Equipment
Toro	Utility Vehicle Workman	Equipment
Toro	Utility Vehicle Workman	Equipment
Toro	Utility Vehicle Workman	Equipment
Toro	Utility Vehicle Workman	Equipment
Toro	Utility Vehicle Workman	Equipment
Toro	Utility Vehicle Workman	Equipment
Toro	Utility Vehicle Workman	Equipment
Toro	Aerator 648	Equipment
Toro	Aerator 686 Attachment	Equipment
Foley	Bedknife Grinder	Equipment
Ford	F150 SC XL	Truck
Other	Foley United Reel Grinder	Equipment
Toro	Mower Greenmaster 3150Q	Mower
Toro	Mower Greenmaster 3150Q	Mower
Toro	Mower Greensmaster 3150-Q	Mower
Toro	Mower Greensmaster 3150-Q	Mower
Toro	Mower Greenspro 1240	Mower
Toro	Mower Groundmaster	Mower
Toro	Mower Groundmaster 3500D	Mower
Toro	Mower Groundmaster 4500D	Mower
Toro	Mower Reelmaster 7000D	Mower
Toro	Sand Pro 2020	Equipment
Toro	Sprayer 5800	Equipment
Lely	Spreader	Equipment
Toro	Spreader Pro Pass 200	Equipment
Other	Thatching Reel	Equipment
Other	Trailer	Trailer
Buffalo	Turbine Blower	Equipment
John Deere	Utility Tractor 4520	Yellow Iron
Toro	Utility Vehicle Workman	Equipment
Toro	Utility Vehicle Workman	Equipment
Toro	Utility Vehicle Workman	Equipment
Toro	Utility Vehicle Workman	Equipment
Toro	Utility Vehicle Workman	Equipment
Toro	Aerator 686	Equipment
Kubota	Backhoe	Yellow Iron
Anglemaster	Bed Knife Grinder 4000DXI	Equipment
Toro	Blower Pro Force	Equipment
Toro	Blower Pro Force	Equipment
Ford	F150 SC	Truck
Caterpillar	Gang Roller Salsco HP 11-3 3	Yellow Iron
Toro	Mower 5 in Unit Transport Fram	Mower
Toro	Mower 5 in Unit Transport Fram	Mower
Toro	Mower 73 in	Equipment
Toro	Mower Greenmaster 3300 Triflex	Mower
Toro	Mower Greenmaster 3300 Triflex	Mower
Toro	Mower Greenmaster 3300 Triflex	Mower
Toro	Mower Greenmaster 3300 Triflex	Mower

Toro	Mower Greensmaster 2120	Mower
Toro	Mower Greensmaster 2120	Mower
Toro	Mower Groundmaster 7200	Mower
Toro	Mower Reelmaster 3100D	Mower
Toro	Mower Reelmaster 3100D	Mower
Toro	Mower Reelmaster 3757D	Mower
Toro	Mower Reelmaster 3757D	Mower
Toro	Sand Pro Infield Pro 5040	Equipment
Toro	Sand Pro Infield Pro 5040	Equipment
Lely	Spreader PTO	Equipment
Toro	Thatching Reel Kit Trifle	Equipment
Toro	Thatching Reel Kit Trifle	Equipment
Toro	Thatching Reel Kit Trifle	Equipment
Toro	Top Dresser ProPass	Equipment
Kubota	Tractor	Yellow Iron
Kubota	Tractor	Yellow Iron
Toro	Trailer	Trailer
Toro	Trailer Trans Pro 80	Trailer
Toro	Trailer Trans Pro 80	Trailer
Toro	Utility Vehicle Workman	Equipment
Toro	Utility Vehicle Workman	Equipment
Toro	Utility Vehicle Workman	Equipment
Toro	Utility Vehicle Workman	Equipment
Toro	Utility Vehicle Workman	Equipment
Toro	Utility Vehicle Workman	Equipment
Toro	Utility Vehicle Workman	Equipment
Toro	Utility Vehicle Workman	Equipment
Toro	Utility Vehicle Workman	Equipment
Toro	Utility Vehicle Workman	Equipment
Toro	Utility Vehicle Workman	Mower
Foley	605 Reel Grinder	Equipment
Toro	Aerator 648	Equipment
Foley	Bedknife Grinder 660	Equipment
Toro	Blower Pro Force	Equipment
Toro	Mower Greenmaster 3320	Mower
Toro	Mower Greensmaster 3150Q	Mower
Toro	Mower Greensmaster 3150Q	Mower
Toro	Mower Greensmaster 3150Q	Mower
Toro	Mower Greensmaster 3250D	Mower
Toro	Mower Groundmaster 3500D	Mower
Other	Mower Progressive Pro Flex	Mower
Toro	Mower Reelmaster 3575D	Mower
Toro	Multi Pro 1750	Equipment
Toro	Sand Pro 3040	Equipment
Lely	Spreader	Equipment
Kubota	Turf Tractor	Yellow Iron
Club Car	Utility Vehicle CarryAll 252	Equipment
Toro	Utility Vehicle Workman	Equipment
Toro	Utility Vehicle Workman	Equipment
Toro	Utility Vehicle Workman	Equipment
Toro	Utility Vehicle Workman	Equipment
Toro	Utility Vehicle Workman HDX	Equipment
Toro	Aerator ProCore 1298	Equipment
Misc.	Blade Cutting Unit	Equipment
Toro	Bunker Rake	Equipment
Toro	Mower Fairway	Mower
Misc.	Mower Multi Pro 1750	Mower

Toro	Mower Snake Trimax S2	Mower
Toro	Roller HP11-3	Yellow Iron
Misc.	Root Pruner MkVI	Yellow Iron
Toro	Sprayer	Equipment
Lely	Spreader	Equipment
Kubota	Tractor MX5400HST	Yellow Iron
Novae	Trailer Enclosed 20 ft	Equipment
Kubota	Utility Tractor	Yellow Iron
Toro	Utility Vehicle Workman GTX EF	Equipment
Toro	Utility Vehicle	Equipment
Toro	Utility Vehicle	Equipment
Toro	Wireless Vehicle Remote	Equipment
John Deere	Aerator 1500	Equipment
Ford	F150 SC	Truck
Misc.	Mower Greens Roller	Mower
Toro	Aerator	Equipment
Toro	Fairway Mower	Mower
Toro	Greens Mower	Mower
Toro	Greens Mower	Mower
Kubota	Kubota	Yellow Iron
Other	Lift Equip 9000	Equipment
Toro	Mower 72 in	Mower
Toro	Mower Fairway	Mower
Toro	Reel	Equipment
Toro	Utility Vehicle	Equipment
Toro	Utility Vehicle	Equipment
Toro	Utility Vehicle	Equipment
Toro	Blower	Equipment
Toro	Greens Mower	Mower
Toro	Mower Greens Mower	Mower
Kubota	Tractor	Yellow Iron
Kubota	Utility Tractor	Yellow Iron
Toro	Utility Vehicle	Equipment
Toro	Utility Vehicle	Equipment



## Machinery, Equipment, and Manpower

### Manpower

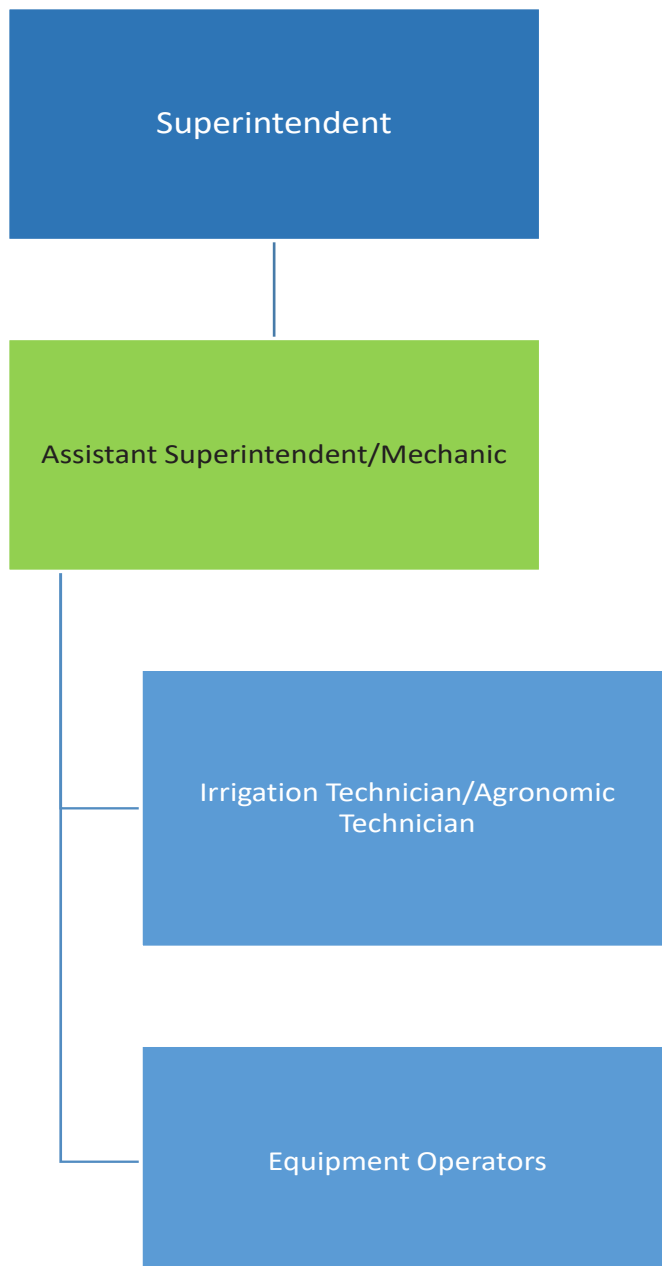
### Staffing to Stay on Top of Every Detail

To determine your staffing needs, we pull from years of observation and testing to determine the man-hours required to accomplish the work that needs to get done at the quality level the club expects.

Daily Labor Count							
Season	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Summer	5	5	5	5	5	4	4
Winter	5	5	5	5	5	4	4
<div> <div>Summer Season</div> <div> <div>32</div> <div>5</div> <div>1</div> </div> <div>Weeks</div> </div> <div> <div>Full-time employees</div> <div>Part-time employees</div> </div>							
<div> <div>Winter Season</div> <div> <div>20</div> <div>5</div> <div>1</div> </div> <div>Weeks</div> </div> <div> <div>Full-time employees</div> <div>Part-time employees</div> </div>							

\* - Daily Labor Count is an estimate of needed employees and the mix between Full-time and Part-time labor is subject to change.  
All work is based on man-hours and staffing may be adjusted in order to complete the work specified in the Technical Specifications.

## Barefoot Bay Executive Golf Course Organizational Chart





## Golf Course Superintendent

BrightView Golf Maintenance is recognized nationwide as the leader in golf course maintenance services.

The superintendent is entrusted with the maintenance, operation and management of a golf course. He serves as the liaison between the company, the customer representative and the golf shop on matters concerning daily course operation. He shall be easily contacted and will, in turn, be in contact with the key employees on the golf course at all times. The superintendent must be able to respond quickly to any situation.

### Duties and responsibilities include:

- Plan, organize, and direct maintenance of all areas within the scope and according to the technical specifications of the contract.
- Partner with the customer to understand or develop a long term property improvement plan.
- Supervise the operation, maintenance and repair of all equipment assigned to the course.
- Prepare and operate within annual budget estimates.
- Prepare and follow an annual agronomic plan that operates within the technical specifications of the contract and the annual budget.
- Procure and manage supplies and materials to support maintenance activities.
- Create and distribute report of maintenance activities as required.
- Manage golf course employees including interview, hire, training, discipline and separation.
- Protect the company's interest by an awareness of and compliance with all applicable regulations including course and company policies.
- Fulfill administrative duties timely. Administer all aspects of the BrightView Safety Program and the BrightView BV360 Management Program.
- Represent BrightView Golf Maintenance in a positive and professional manner including attitude, appearance and speech.
- Maintain effective employee and public relations.
- Meet or exceed external and internal customer expectations.

### Qualifications include:

- Experience in all phases of golf course management and turf culture.
- A working knowledge of the construction, establishment, and maintenance practices employed on golf course putting greens, tees, fairways, roughs, and bunkers.
- A degree or advanced knowledge of agronomy, horticulture, plant or soil science. High degree of administrative and executive ability including effective oral and written communication skills and computer proficiency.
- Certified and /or licensed for pesticide usage.
- Familiar with the characteristics and proper use of fertilizers and soil conditioners. Knowledge of irrigation including watering practices, irrigation systems, pumps, wells and automatic controls and drainage.
- Able to prepare the course for play in accordance with the rules of golf. Able to evaluate the course from the player's perspective.
- Valid driver's license.

## Golf Course Mechanic I

BrightView Golf Maintenance is recognized nationwide as the leader in golf course maintenance services.

### Duties and Responsibilities Include:

- Performing preventative maintenance and repairs on a variety of small engines- oil changes, filters, etc.
- Maintaining accurate information and reports of services
- Performing minor maintenance and repairs on hydraulic and electric components of equipment
- Performing various tasks associated with maintaining properly performing cutting units, including adjusting heights, minor reel adjustments
- Regular equipment relocation via truck and trailer within region
- Ensure that all equipment operates efficiently and safely at all times

### Qualifications Include:

- Strong work ethic
- Effective oral and written communication skills
- Ability to prioritize and multi-task and work in fast paced environment
- Valid Driver's License
- Physical demands are required for this position and might include, but are not limited to:
- Regular Heavy lifting up to 50 pounds
- Noise level in work environment is usually moderate
- Occasional exposure to outside weather conditions including sun, rain, cold
- Repetitive movement- standing, walking, twisting, turning, bending squatting, stooping, talking, writing, and typing

## Irrigation Technician

BrightView Golf Maintenance is recognized nationwide as the leader in golf course maintenance services.

- Installing systems and ensuring that they function efficiently
- Repairing and maintaining valves- including quick coupler valves, tracing electrical components, installing and initializing clocks and timers, locating existing zones and valves and performing pump repairs
- Repairing and maintaining sprinklers, including quick coupler inserts
- Adhering to Company's safety policy and ensuring that the public will be safe while in contact with irrigation maintenance or repairs

### Requirements:

- Minimum of 1 year experience working with golf course irrigation systems
- Strong work ethic
- Effective oral communication skills
- Ability to prioritize and multi-task and work in a fast-paced environment
- Physical demands are required for this position and might include, but are not limited to:
- Heavy lifting up to 50 pounds
- Regular exposure to outside environment including rain, cold, sun, or night
- Repetitive movement- standing, walking, twisting, turning, bending, squatting, stooping
- Irrigation certification a plus



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## Mowing Team Equipment Operator (Red Team)

### Full or Part Time

**Triplex Greens Mowing Specialist, Tee Mowing Specialist, Fairway Mowing Specialist, Roughs Mowing Specialist**

BrightView Golf Maintenance is recognized nationwide as the leader in golf course maintenance services.

- Mowing turf areas using various sized power mowers
- Operating a towed behind gas powered blower
- Picking up leaves, trash, and cut grass and placing onto a truck or trailer
- Bilingual (English/Spanish) a plus
- Ability to report for daily work at different job sites within region to perform required tasks
- Physical demands are required for this position and might include, but are not limited to:
- Occasional lifting up to 50 pounds
- Regular exposure to outside environment including rain, cold, sun, or night
- Repetitive movement- standing, walking, twisting, turning, bending, squatting, stooping, sitting

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## Groundsperson (Green Team)

### Full or Part Time

BrightView Golf Maintenance is recognized nationwide as the leader in golf course maintenance services.

- Mowing small turf areas using "fly-mo" or small push power mowers
- Trimming and edging using a gas powered edger/trimmer
- Operating a gas powered blower
- Trimming shrubs and low trees to shape and improve growth or to remove damaged leaves, branches, or twigs using shears, pruners, or gas powered hedge trimmers
- Picking up leaves, trash, and cut grass and placing onto a truck or trailer
- Perform weeding by hand or using a garden hoe or hula hoe
- Ability to report for daily work at different job sites within region to perform required tasks
- May include Greenskeeper and/or Irrigator duties as assigned.
- Bilingual (English/Spanish) a plus
- Physical demands are required for this position and might include, but are not limited to:
  - Regular Heavy lifting up to 50 pounds
  - Regular exposure to outside environment including rain, cold, sun, or night
  - Repetitive movement- standing, walking, twisting, turning, bending, squatting, stooping

## Greenskeeper (Gold Team)

### Full or Part Time

Walk Mowing Specialist, Set Up Specialist, Bunker Specialist, Seasonal Watering Technician

BrightView Golf Maintenance is recognized nationwide as the leader in golf course maintenance services.

- Changing cup locations on all greens daily or as directed by supervisor
- Servicing all teeing ground stations on course to include:
  - Moving markers
  - Sand/seeding divots from prior day's play
  - Removing broken tees
  - Removing trash from receptacles
  - Maintaining ball-washers water and soap
  - Policing trash from golf course during daily travel
  - Daily monitoring of traffic control devices on golf course- ropes, stakes, and directional signs
  - Daily cleaning and stocking of restrooms.
  - Occasional picking up leaves, trash, and cut grass and placing onto a truck or trailer
- Operating various vehicles used to perform daily bunker raking activities, including power raking and hand raking
- Mowing small turf areas using small push power mowers
- Picking up leaves, trash, and cut grass and placing onto a truck or trailer
- May include applying irrigation to golf course as directed by a supervisor.
- Bilingual (English/Spanish) a plus
- Ability to report for daily work at different job sites within region to perform required tasks
- Physical demands are required for this position and might include, but are not limited to:
  - Regular light lifting up to 20 pounds
  - Regular exposure to outside environment including rain, cold, sun, or night
  - Especially Repetitive movement- twisting, turning, bending, squatting, stooping, standing, walking, sitting

# ARE YOU DRESSED THE BRIGHTVIEW WAY? ESTA VESTIDO CON UNIFORM DE BRIGHTVIEW?



## ✓ HARD HAT/CASCO

## ✓ EAR PLUGS/PROTECTORES de OIDOS

## ✓ SAFETY GLASSES LENES de SEGURIDAD

## ✓ BVGM SHIRT TUCKED IN CAMISA DENTRO del PANTALON

## ✓ BVGM UNIFORM PANTS LOS PANTALONES DEL UNIFORME DE BVGM

## ✓ SAFETY TOE WORK BOOTS: Covering the Ankle BOTAS de TRABAJO CON PUNTERA de SEGURIDAD: Que cubran el tobillo

## ✓ SAFETY VEST CHALECO de SEGURIDAD

### MUST BE WORN BY:

All new employees for first 30 days  
All personnel working along roadways  
As directed by supervisory personnel

## Barefoot Bay Operations Calendar

ACTIVITIES	SUMMER								WINTER			
	MAR	APR	MAY	JUNE	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB
<b>Greens Maintenance</b>												
Mow (Freq per week)	7	7	7	7	7	7	7	7	7	7	7	7
Overseeding									1			
Vertical Mow/Grooming/Brushing			1	1	1	1	1					
Topdressing	1	2	2	2	2	2	2	1	1	1	1	1
Core Aeration			1		1		1					
Needle tine/Spiking	1							1	1	1	1	1
Dry/Liquid Fertility Applications	1	1	1	1	1	1	1	1	1	1	1	1
Control Product Applications	1	1	1	1	1	1	1	1	1	1	1	1
<b>Tees (includes Range Tees)</b>												
Mow (Freq per week)	3	3	3	3	3	3	3	3	3	3	3	3
Vertical Mow/Grooming/Brushing			1		1							
Overseeding									1			
Topdressing			1		1			1				
Aerification (Core, Slicing, Spiking)			1		1							
Dry/Liquid Fertility Applications	1		1		1		1		1		1	
Control Product Applications		1		1		1		1		1		1
<b>Fairways, Collars and Approaches</b>												
Mow (Freq per week)	3	3	3	3	3	3	3	3	3	3	3	3
Aerification (Core, Slicing, Spiking)			1		1							
Overseeding									1			
Dry / Liquid Fertility Applications	1		1		1		1		1		1	
Control Product Applications		1		1		1		1		1		1
<b>Roughs</b>												
Mow Primary Rough (Freq per week)	1	1	1	1	1	1	1	1	1	1	1	1
Aerification (Core, Slicing, Spiking)			1		1							
Dry / Liquid Fertility Applications		1				1				1		
Control Product Applications		1				1				1		
<b>Setup</b>												
Cups Changed (Freq per week)	4	4	4	4	4	4	4	4	4	4	4	4
Tee Markers Moved (Freq per week)	7	7	5	5	5	5	5	5	7	7	7	7
Ball Washer Service (Freq per week)	1	1	1	1	1	1	1	1	1	1	1	1
Clean Signage & Markers (Freq per week)	1	1	1	1	1	1	1	1	1	1	1	1
<b>Bunkers</b>												
Raking (Freq per week)	5	5	3	3	3	3	3	3	5	5	5	5
Sand Depth Check								1				
Edge & Bank Detail	1	1	1	1	1	1	1	1	1	1	1	1
<b>Cart Paths</b>												
Cleaning/Blowing (Freq per week)	1	1	1	1	1	1	1	1	1	1	1	1
<b>Golf Course- Other</b>												
Clubhouse Landscape	1	1	1	1	1	1	1	1	1	1	1	1
Soil Analysis	1							1				
Physical Analysis	1											
Water Testing	1							1				
Tree Well Detail		1		1		1		1		1		1
Pump Station Check (Freq per week)	1	1	1	1	1	1	1	1	1	1	1	1
Irrigation Head Maint	1	1	1	1	1	1	1	1	1	1	1	1
Pump Station PM								1				
<b>Lawn Bowling Recreation</b>												
Mowing (Freq per week)	2	2	2	2	2	2	2	2	2	2	2	2
Mow/Weedat around Fence	1	1	1	1	1	1	1	1	1	1	1	1
Aerification (Core, Slicing, Spiking)			1		1							
Vertical Mow/Grooming/Brushing				1			1					
Dry/Liquid Fertility Applications	1		1		1		1		1		1	
Control Product Applications	1	1	1	1	1	1	1	1	1	1	1	1
Overseeding									1			
Irrigation Head Maint	1	1	1	1	1	1	1	1	1	1	1	1
<b>Softball Field</b>												
Mowing (Freq per week)	2	2	2	2	2	2	2	2	2	2	2	2
Mow/Weedat around Fence	1	1	1	1	1	1	1	1	1	1	1	1
Edge Infield	2	2	2	2	2	2	2	2	2	2	2	2
Aerification (Core, Slicing, Spiking)					1							
Vertical Mow/Grooming/Brushing				1			1					
Dry/Liquid Fertility Applications	1		1		1		1		1		1	
Control Product Applications	1	1	1	1	1	1	1	1	1	1	1	1
Overseeding									1			



## **Maintenance Plan for Barefoot Bay Executive Golf Course**

The following agronomic plan, prepared by Dr. Todd Bunnell, Ph.D., Vice President of Agronomy, and Corey Adams, Area Director, Southeast, is designed to give you the conditions that you expect with BrightView. With our Agronomic Plan, each area of the course, starting with the greens, illustrates the frequencies and specifications that are recommended applications, methods, and processes that we believe are necessary for the long-term improvement of your courses.



## Barefoot Bay Executive Golf Course

### 1. PUTTING GREEN MAINTENANCE (Includes Practice Green)

Task	Frequency	Method & Specifications	BrightView Notes
Mowing / Rolling	• Mow 7x/week.	• Triplex greens mowers practicing alternating mowing patterns. • Height of cut = .125" to .250" based on season.	• Green consistency highest maintenance priority for BrightView.
Vertical Mowing (Verticutting and Grooming)	• 12x/year.	• As needed during the growing season. • Grooming included in schedule. • Scheduled around other growing season programs (i.e., aeration).	
Topdressing	• 3x/year – Heavy. • 12x/year – Light.	• Heavy sand topdressing in conjunction with core aerifications. • Light sand topdressing during year to maintain consistent green speed and surface, while diluting organic matter/thatch (verticut, solid tine aeration). • Sand topdressing will be brushed or watered into green surface as applicable. • Topdressing will be USGA specs and matched to existing greens soil via testing.	• BrightView scientifically matches sand topdressing material to existing greens soil to ensure long-term consistency and performance of soil structure and porosity. • Many maintenance contractors do not test the compatibility of topdressing sand to existing soil, which can result in layering and significant long-term soil-related problems.
Set-up (Hole Locations)	• 4x/week (or as needed for tournaments).	• Hole location changed in accordance with USG recommendations. • Tee markers moved in concert with hole locations. • Cups, flags and poles uniform and approved by Club.	• Flag replacement 1x/year. • Pole replacement 1x/year. • Cups replacement 1x/year.
Aeration	• 3x/year – Core aerifications. • 6x/year – Needle Tine.	• Tine size sufficient to remove prescribed 20% of the total putting surface annually.	• We will perform annual soil physical profiles to track organic matter (thatch) accumulation. These results will guide percent annual displacement via core cultivation and verticutting. • Vice President of Agronomy works with Superintendent and Area Director to determine tine size and timing of activity.
Fertilization	• Bi-Monthly.	• Fertilizer type and rates will be determined from the results of annual soil nutrient level testing and growing conditions at the time of treatment. • Dry and foliar programs included. • Micro-nutrient program. • 14.26 lbs N – 2.15 lbs P2O5 – 8.08 lbs K2O/1000 ft2 will be applied annually, under normal conditions.	• Our year-round program is based on plant and soil chemistry. • Rates are subject to change based on more current soil testing. • Nitrogen program designed to provide adequate growth, color and traffic tolerance without promotion of excessive growth and thatch development.
Weed Control	• As needed.	• Greens will be maintained in weed-free condition. • Will be achieved through post-emergence and pre-emergence chemical applications.	• Applications of herbicides will be applied to eliminate goosegrass and crabgrass.
Insect and Pest Control	• As needed.	• IPM (Integrated Pest Management) program will govern rates and timing of applications. • All applicable regulations shall be strictly adhered to and enforced. • All required regulatory reporting will be the responsibility of BrightView.	• We regularly monitor insect and disease thresholds throughout the season. • A preventative disease and insect program will be implemented.
Plant Growth Regulator (PGR)	• 42x/year.	• A PGR will be applied year round.	• Benefits of PGRs include improved turf quality, improved stress tolerance and reduced water use. • We are expert in using PGR technology and will use PGRs to improve greens performance and playability.
Overseeding	• 1x annually.	• Poa trivialis will be applied at 10 lbs per 1,000 in November each year.	• Intended to provide improved putting quality and enhanced color during winter months.
BrightView Annual Diagnostic Program	• Comprehensive soil nutrient, plant tissue, water quality, and putting green physical analyses will be performed yearly to build a prescription-based agronomic plan.	• Soil nutrient samples 2x/year. • Plant tissue analysis 6x/year. • Water quality samples 2x/year. • Putting green physical analysis 1x/year. • Nematode assays as needed. • Disease/insect identification as needed.	• Results will be compiled by Superintendent and reviewed collectively with Area Director and Vice President of Agronomy to continue to build and fine-tune the agronomic plan.

2. TEE MAINTENANCE			
Task	Frequency	Method & Specifications	BrightView Notes
Mowing	• 3x/week during the growing season.	• Using triplex-type mowers. • Height of cut = 0.375"–.650".	
Set Up	• 7x/week – Tee markers placement.	• Tee located to be consistent with hole placement.	• Trash policed daily.
Cultural Practices	• 2x/year – Aerification. • As needed – Solid tine / slicing.	• Aerify in June and August. • Verticut as indicated by course conditions.	• Cultural practices may be increased if soil conditions require to improve turf quality.
Fertilization	• 12x/year.	• Fertilizer type and rates will be determined from the results of annual soil nutrient level testing and growing conditions at the time of treatment. • Granular program included 12.72 lbs N – 0 lbs P2O5 – 4.62 lbs K2O/1000 ft2 will be applied annually, under normal conditions. • Additional spot applications rendered to problem turf areas.	• Our year-round program is based on plant and soil chemistry. • Soil tests will be used to build fertilization program. <b>Rates are subject to change based on agronomic factors.</b> • Nitrogen program designed to provide adequate growth, color and traffic tolerance
Weed Control	• As needed.	• Will be achieved through both pre-emergence and post-emergence chemical applications.	• Pre-emergence and post-emergence herbicide program is included targeting poa, crabgrass, goosegrass, nutsedge and several broadleaf weeds. • Multiple herbicide modes of action will be used for resistance management.
Insect and Pest Control	• As needed.	• IPM (Integrated Pest Management) program will govern rates and timing of applications. • All applicable regulations shall be strictly adhered to and enforced. • All required regulatory reporting will be the responsibility of BrightView.	• We regularly monitor insect and disease thresholds throughout the season. • Preventative applications will be made to control grubs and other turf-feeding insects.
Overseeding	• 1x/year.	• Perennial Ryegrass will be seeded one time per year at a rate of 15 lbs per 1,000 ft2 annually.	• Benefits of overseeding include improved turf density and color quality during winter months.
BrightView Annual Diagnostic Program	• Comprehensive soil nutrient, plant tissue, water quality, and putting green physical analyses will be performed yearly to build a prescription-based agronomic plan.	• Soil nutrient samples 2x/year. • Plant tissue analysis 6x/year. • Water quality samples 2x/year. • Nematode assays as needed. • Disease/insect identification as needed.	• Results will be compiled by Superintendent and reviewed collectively with Area Director and Vice President of Agronomy to continue to build and fine-tune the agronomic plan.

3. FAIRWAYS			
Task	Frequency	Method & Specifications	BrightView Notes
Mowing	• 3x/week during the growing season.	• Consistent straight mowing pattern and defined edges. • Fairway width maintained to current size. • Height of cut = 0.500"–.750" based on season.	• Alternating mowing direction to control grain.
Cultural Practices	• 2x/year – Aerification.	• Aerify in June and August.	• Cultural practices may be increased, if soil conditions require, to improve turf quality.
Fertilization	• 6x/year.	• Fertilizer type and rates will be determined from the results of annual soil nutrient level testing and growing conditions at the time of treatment. • Granular program included 6.12 lbs N – 0 lbs P2O5 – 2.62 lbs K2O/1000 ft2 will be applied annually, under normal conditions. • Additional spot applications rendered to problem turf areas.	• Our year-round program is based on plant and soil chemistry. • Soil tests will be used to build fertilization program. <b>Rates are subject to change based on agronomic factors.</b> • Nitrogen program designed to provide adequate growth, color and traffic tolerance.
Weed Control	• Seasonal. • As needed.	• Will be achieved through both pre-emergence and post-emergence chemical applications.	• Pre-emergence and post-emergence herbicide program is included targeting the following weeds: poa, crabgrass, goosegrass, nutsedge, and several broadleaf weeds. • Multiple herbicide modes of action will be used for resistance management.
Insect and Pest Control	• As needed.	• IPM (Integrated Pest Management) program will govern rates and timing of applications. • All applicable regulations shall be strictly adhered to and enforced. • All required regulatory reporting will be the responsibility of BrightView.	• We regularly monitor insect and disease thresholds throughout the season. • Preventative applications will be made to control grubs and other turf-feeding insects.
Overseeding	• 1x/year	• Perennial Ryegrass will be applied at a rate of 300 lbs per acre.	• Benefits of overseeding include improved turf density and color quality during winter months.
BrightView Annual Diagnostic Program	• Comprehensive soil nutrient, plant tissue, water quality, and putting green physical analyses will be performed yearly to build a prescription-based agronomic plan.	• Soil nutrient samples 2x/year. • Water quality samples 2x/year. • Disease/insect identification as needed.	• Results will be compiled by Superintendent and reviewed collectively with Area Director and Vice President of Agronomy to continue to build and fine-tune the agronomic plan.

4. PRIMARY ROUGHS (Irrigated)			
Task	Frequency	Method & Specifications	BrightView Notes
Mowing	• 1x/week – May be reduced in periods of slow growth.	• Height of cut = 2" depending on season.	
Cultural Practices	• 1x/year – aerification.	• Aerify in June and August.	• Cultural practices may be increased, if soil conditions require, to improve turf quality.
Fertilization	• 4x/year.	• 2.95 lbs N – 0 lbs P2O5 - 1.62 lbs K2O/1000 ft2 will be applied annually, under normal conditions. • Additional spot applications rendered to problem turf areas.	• Our year-round program is based on plant and soil chemistry. • Soil tests will be used to build fertilization program. <b>Rates are subject to change based on agronomic factors.</b>
Weed Control	• As needed.	• Will be maintained to control weeds in rough and tee surrounds. • Will be achieved through both pre-emergence and post-emergence chemical applications.	• Pre-emergence and post-emergence herbicide program is included targeting the following weeds: tropical signalgrass, crabgrass, goosegrass, nutsedge, and several broadleaf weeds. • Multiple herbicide modes of actions will be used for resistance management.

5. BUNKERS (BrightView will deliver clean, playable and weed-free sand bunkers. Sand depth will be monitored and adjusted once annually)			
Task	Frequency	Method & Specifications	BrightView Notes
Raking	• Bunker 5x/week in Season and 3x/week during summer months.	• Mechanical raking. • Hand raking faces and edges as required.	• Maintain the design integrity of bunkers.
Edging	• Monthly in growing season.	• Mechanical edging to ensure hazard is well defined.	
Sand Depth	• 1x/year – Inspected.	• 4" base.	• Sand redistributed as needed to improve bunker playability.
Mowing	• 2x/month during growing season or as needed.	• Using a Flymow or string trimmer.	• Maintain a manicured appearance.

6. IRRIGATION			
Irrigation performance and delivery will be monitored daily to ensure adequate water is being applied for healthy turfgrass growth and firm playing conditions. Rain gauges and soil TDR meters will be used extensively to identify wet and/or dry areas. Hand watering will be used when needed to deliver additional water to dry areas without the use of overhead irrigation.			
Task	Frequency	Method & Specifications	BrightView Notes
Scheduling	• Daily.	• Use of automatic irrigation system.	• Daily adjustments to ensure optimal effectiveness of irrigation across golf course.
Repairs	• As needed.	• BBEGC responsible for cost of parts.	• Capital improvement or replacement for system responsibility of BBEGC and requires prior written authorization.
Irrigation Audit	• Annually.	• Check pressure, plugged nozzles, arc adjustment, rotation and proper central irrigation water management program.	• We partner with other clients to define best practices, establish benchmarks and educate the public about water-use efficiency.

7. EQUIPMENT MAINTENANCE AND REPAIR			
BrightView utilizes the fleet maintenance system "My Turf." This program automatically alerts when maintenance is due, automates tasks and parts list for each preventive maintenance event and archives a full record of all parts and labor costs per equipment.			

8. MAINTENANCE RECORDS			
Task	Frequency	Method & Specifications	BrightView Notes
Course Reports	• Monthly.	• Provided by Superintendent to Director of Golf.	
Annual Agronomic Plan	• Yearly.	• Collaborate between Superintendent, Area Director, and VP of Agronomy.	• Provided to Director of Golf and updated annually.

# Communication Plan

## Teamwork Starts with Proactive Communication

COMMUNICATION VEHICLE (Frequency)	BrightView PERSON(S) Responsible or Included	BBEGC STAKEHOLDERS To be Included
<b>DAILY COMMUNICATION</b>		
<b>Golf Course Maintenance</b> Daily interaction to discuss any needs, changes for the course or play calendar. Changes are incorporated into daily operations.	Superintendent	Director of Golf
<b>MONTHLY COMMUNICATION (or more frequently as needed)</b>		
<b>Staff Meeting</b> <ul style="list-style-type: none"> <li>Golf Course Update</li> <li>Coordination with Management Team</li> <li>Accommodate events and other activities by holding regular discussions to ensure that we fulfill needs and activities.</li> </ul>	Superintendent	Director of Golf
<b>Superintendent Report</b> <u>Written report to include:</u> <ul style="list-style-type: none"> <li>Current operational efforts</li> <li>Tactical changes that have occurred or may be required due to changes in conditions or course activities</li> <li>Golf Course Facility Standards Checklist as required</li> </ul>	Superintendent	Director of Golf
<b>Bulletin Board Updates</b> <ul style="list-style-type: none"> <li>Update on course condition and progress and areas given special attention</li> <li>Cultural activities planned for the week</li> <li>Update on greens conditions and speed</li> </ul>	Superintendent	Posted in Pro Shop
<b>Course Ride</b> Joint ride to review and discuss course conditions, needs and opportunities. Higher frequencies to the contract may be needed initially to ensure that everyone is "on the same page" — or during periods of particularly stressful weather conditions. Frequency set by Club. Typically weekly.	Superintendent	Director of Golf
<b>Operations Calendar</b> Joint meetings with all stakeholders to review annual calendar that accommodates needed agronomic practices, while maximizing play opportunities and golfer access to the course. Maintain, monitor and use records in developing the following year's Annual Plan.	Superintendent	Director of Golf

MONTHLY COMMUNICATION (continued)	BrightView PERSON(S) Responsible or Included	BBEGC STAKEHOLDERS To be Included
<b>MONTHLY COMMUNICATION</b>		
<b>Tournament and Special Event Planning</b> Ensure that the Club's outings, special events and member tournaments can easily be integrated into your calendar.	Superintendent	Director of Golf
<b>QUARTERLY COMMUNICATION</b>		
<b>Course Ride with BVGM Leadership Team</b> Joint ride to review and discuss course conditions, needs and opportunities. Higher frequencies to the contract may be needed initially to ensure that everyone is "on the same page" — or during periods of particularly stressful weather conditions	Superintendent SouthEast VP/GM	Director of Golf
<b>ANNUAL COMMUNICATION</b>		
<b>Annual Plan (Coordinated with club planning cycle)</b> Formal process to identify priorities and practices for the coming year (including agronomic plans), identification and prioritization of improvements that can be accomplished "in-house" with no additional expense to you, and any operational practices updates. This results in a written annual plan that is distributed to all parties.	Superintendent Vice President, Agronomy SouthEast VP/GM	Director of Golf
<b>Long-Range Strategy and Planning (As needed to supplement or update plans)</b> Process to develop and discuss ideas for long-term improvements to course conditions and operational efficiency. These may include identifying priorities for capital investments and changes to maintenance practices and specifications.	Superintendent Vice President, Agronomy SouthEast VP/GM	Director of Golf
<b>Emergency Response Planning</b> <i>(Initiated at the start of full operations and updated annually)</i> An integrated, comprehensive plan for protecting your members and your course in case of emergency.	Superintendent Staff Members	Director of Golf

## Observations & Recommendations of Barefoot Bay Executive Golf Course

BrightView Golf Maintenance (BVG) proposes a supplemental and short-term program during the summer of 2023 to restore the bermudagrass base and improve weed control on all playing surfaces at Barefoot Bay Golf Course (BBGC). The goal of this program is threefold: 1) restoration of bermudagrass base of putting greens; 2) control/suppress existing weed populations (*Image 1*), such as tropical signalgrass, goosegrass and crabgrass in late spring and early summer months, following transition of the overseeded grasses; 3) as weed populations are decreasing, aggressive fertilizer and cultural programs (aerification, slicing, etc.) will be performed to promote the growth of existing bermudagrass base. Improving the bermudagrass base will provide BBGC with the option to consider not overseeding fairways in future years.

*Image 1. Additional inputs needed for restoration of bermudagrass base on putting greens at BBGC.*



### Enhanced Program Specifics – Putting Greens

Input	Number of Applications	Areas Applied	Comments
Fertilizer	7 granular	Putting Greens	4.1 lbs N + 1.8 lbs K/1000 ft <sup>2</sup> /year
Nematode Suppression	2 root applications	Putting Greens	Included in base Ag Plan
Postemergence Herbicide	If necessary	Putting Greens	Target grassy and broadleaf weeds
Sod	If necessary	Putting Greens	Large void replacement

*Image 2. Extreme grassy weed pressure on fairways at BBGC.*



**Enhanced Program Specifics – Fairways, Tees, Bowling Green, Softball Field and Primary Rough**

Input	Number of Applications	Areas Applied	Comments
Fertilizer	6 granular	Tees, Fairways, Primary Rough, Bowling Green, Softball	4.5 lbs N + 1.7 lbs K/1000 ft <sup>2</sup> /year
Nematode Suppression	2 root applications	Tees and Fairways	To be applied in conjunction with fertilizer
Postemergence Herbicide	7 applications	Tees, Fairways, Primary Rough, Bowling Green, Softball	Target grassy and broadleaf weeds



## SE References

Course Name	City	State	Zip	Client Contact	Client Title	Client Phone	Client Email	Client Name	Original Contract Start Date	Contract End Date
Biltmore Hotel Golf Course	Coral Gables	FL	33134	Lara Pavloff	Director of Golf	513-313-4601	lpavloff@biltmorehotel.com	The Biltmore Hotel Golf Mgmt., LLC	9/8/2015	Current
ChampionsGate	ChampionsGate	FL	33896	Patrick Dill	Director of Golf	631-624-6340	Patrick.dill@omnihotels.com	ChampionsGate Golf, LLC	2/1/2013	Current
Daytona Beach Golf Course	Daytona Beach	FL	32114	Brian Jaquet	Director of Golf	386-795-3961	JaquetB@COOB.US	City of Daytona Beach	6/15/2014	Current
Fairwinds Golf Course	Fort Pierce	FL	34982	Mark Cammarene	General Manager	772-462-1700	cammarene@stucieco.org	St. Lucie County Board of County Commissioners	5/9/2021	Current
Five Oaks Golf and Country Club	Lebanon	TN	37087	Jack Doby	Owner	817-304-6556	jdoby@five-oaks.com	Five Oaks Golf and Country Club	9/1/2022	Current
Highland Fairway Golf Course	Lakeland	FL	33810	Joe Alessandro	Club President	330-936-7496	president@hfpoa.org	Highland Fairways Property Owners Assoc.	11/1/2016	Current
Ironwood Golf Course	Gainesville	FL	32609	Eric Thomas	Director of Golf	352-275-1386	thomase@cityofgainesville.org	City of Gainesville	4/21/2022	Current
John Prince Learning Center	Lake Worth	FL	33461	Eric Rein	General Manager	561-966-7056	erein@pbcgov.org	Palm Beach County	7/1/2011	Current
Lake Worth Golf Course	Lake Worth	FL	33460	Matt DeRosa	Lead Golf Professional	561-582-9713	mderosa@LakeWorth.org	City of Lake Worth	10/10/2011	Current
Naples Hotel and Beach Club	Naples	FL	34102	James Krall	Director	239-398-9065	jkral@athensdevco.com	Naples Hotel and Beach Club	10/15/2021	Current
North Palm Beach Country Club	North Palm Beach	FL	33408	Allan Bowman	Director of Golf	561-691-3421	abowman@village-npb.org	Village of North Palm Beach	6/24/2019	Current
Oak Harbor Golf Club	Vero Beach	FL	32967	Art Spillos	General Manager		aspillos@oakharborfl.com	Oak Harbor Club	1/13/2016	Current
Okeetee Golf Course	West Palm Beach	FL	33413	Rich Smolen	General Manager	561-714-0571	Rsmolen@pbcgov.org	Palm Beach County	10/20/2004	Current
On Top of the World	Clearwater	FL	33763	Andy Jorgensen	Director of Golf	352-237-9564	Andy_Jorgensen@otowfl.com	Sidney Colen & Associates, FL	1/1/2018	Current
Osprey Point Golf Course	Boca Raton	FL	33498	Bo Preston	General Manager	561-482-2868	spreston@pbcgov.org	Palm Beach County	3/22/2010	Current
Palm Beach National Golf Club	Lake Worth	FL	33467	Mike Dahlstrom	General Manager	561-965-3381	mike@palmbeachnational.com	Palm Beach National Golf Club	1/15/2015	Current
Park Ridge Golf Course	Lake Worth	FL	33467	Sean Steinemann	General Manager	561-951-0683	SSteinemann@pbcgov.org	Palm Beach County	4/25/2006	Current
Quail Valley Golf Club	Missouri City	TX	77459	Tyson Sittleburg	General Manager	713-824-6559	tsittle@missouricitytx.gov	City of Missouri	10/1/2008	Current
Sailfish sands Golf Course (Martin Co)	Stuart	FL	34996	Mike Saunders	General Manager	561-356-5309	msaunders@martin.fl.us	Martin County Board of County Commissioners	12/8/2014	Current
The Boca Raton	Boca Raton	CA	33432	Kurt Graham	Director of Property Operations	561-314-9236	Kurt.graham@waldorfasteria.com	BrightView Landscape Services, Inc.	3/16/2021	Current
The Golf Club at Cuscowilla	Eatonton	GA	31024	Jarrod Clark	General Manager	706-347-1443	JClark@cuscowilla.com	The Golf Club at Cuscowilla	12/1/2017	Current
The Hamptons Golf & Country Club	Auburndale	FL	33823	Phil Bernhauser	Community Manager	888-473-9402	pbernhause@suncommunities.com	Sun Communities, Inc.	9/1/2015	Current
The Tesoro Club	Port St. Lucie	FL	34984	Matt Doyle	General Manager	860-798-6945	mndoyle@tesoroclub.com	The Tesoro Club	3/28/2022	Current
The Villages Chatham	The Villages	FL	32162	Mitch Leininger	Director of Executive Golf	407-579-8826	Mitch.Leininger@districtgov.org	Village Center Community Development District	10/1/2008	Current
The Villages Kingfisher & Fairwinds	The Villages	FL	32162	Tony Wilson	Golf Pro	352-751-7029	Tony.Wilson@thevillages.com	The Villages of Lake-Sumter, Inc.	5/1/2013	Current

## Cost

Proposed Term	
Term:	3 year agreement plus two 1 year extension options
Proposed Financial Arrangement	
Year 1 Fee:	\$538,988.00
Year 2 Fee:	\$538,988.00
Year 3 Fee:	\$538,988.00
Year 4 Fee:	To be negotiated at end of initial term
Year 5 Fee:	To be negotiated at end of initial term

Contractor will present an invoice for the Monthly Maintenance Fee, payable in 12 equal installments. Owner will review all invoices, and payment will be made to the Contractor no later than the end of the month in which services are rendered. For example: a January payment bill will be past due if not paid by January 31st.

Items Not Included in Fee
<ul style="list-style-type: none"> <li>• Utilities (Electric, Water, Sewer, Trash Pick-up)</li> <li>• Tree removal</li> <li>• Consultant Fees</li> <li>• Capital Improvements</li> <li>• Parts for the irrigation system and pump station.</li> <li>• Acts of God Damage/Vandalism.</li> </ul>

**EXHIBIT “B”**  
**AMENDMENT TO SCOPE OF SERVICES**

		SUMMER							WINTER			
ACTIVITIES	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb
Lawn Bowling Recreation												
Mow/Weed eat around fence (Freq per week)	1	1	1	1	1	1	1	1	1	1	1	1
Softball Field												
Mow/Weed eat around fence (Freq per week)	1	1	1	1	1	1	1	1	1	1	1	1

PUTTING GREEN MAINTENANCE (Includes Practice Green)			
Task	Frequency	Method & Specifications	BBRD Notes
Weed Control	Daily	Weed by hand when other means not effectively maintaining a weed free green.	Per Brightview job description proposal.
Playability repair	Daily	Repair ball marks, divots, or any other damaged turf on all greens daily. Damage to greens incurred after hours will be repaired immediately the next day.	
Fertilization	As needed	Analysis and quantity shall be based on bi-annual spring and fall chemical soil analysis results to determine specific requirements.	
Fungicide	As needed	Appropriate fungicide applications will be made when weather conditions favor the development of a fungal infestation.	

TEE MAINTENANCE			
Task	Frequency	Method & Specifications	BBRD Notes
Top Dress	3x/year	All tees shall be top-dressed a minimum of three (3) times each summer with daily divot repair.	

LAWN BOWLING RECREATION			
Task	Frequency	Method & Specifications	BBRD Notes
Mowing	2x/week	Alternating mower patterns shall be followed; height of cut may be between .250" to .580".	Area outside fence once per week.
Weed Eat Along Fence	1x/week	Weed eat along fence.	Present neat appearance.
Aerification	2x/year	Using appropriate equipment and depths to promote healthy turf growth.	
Verticutting	2x/year	Vertical mowing shall be accomplished a minimum of two (2) times per year as conditions warrant to maintain an acceptable thatch level.	

LAWN BOWLING RECREATION			
Task	Frequency	Method & Specifications	BBRD Notes
Fertilization	6x/year	Type of materials and analysis shall be determined from results of soil nutrient level testing and adhering to the Florida Best Management Practices guidelines. Under normal conditions, one (1) pound of actual nitrogen per 1000 square feet may be applied six (6) times a year. Typically, slow-release type materials may be utilized. Soil tests shall be taken at least one (1) time per year.	
Weed Control	Monthly	Shall be accomplished by a semi-annual application of pre-emergent herbicides. Spot treatment with post-emergent herbicides shall be performed each month.	
Insect and Disease Control	As needed	Applications of pesticides shall be carried out on a curative "as needed" basis. IPM (integrated pest management) program will govern rates and timing of applications.	
Overseeding	Annually	Perennial Rye grass shall be applied at a rate of 150 pounds per acre and should be done when climatic conditions are favorable for germination and growth. Renovating may be done prior to seeding. Mowing heights may be set at higher cuts for the initial period. Downward height adjustment shall be done as necessary during the initial growth period. Additional seeding based on wear and appearance should be done as necessary.	
Irrigation	As needed	CONTRACTOR will maintain the lawn bowling irrigation system. Repair or replace all heads, valves, controllers, wiring, and pipe as needed to maintain the proper operation of the lawn bowl irrigation system on an ongoing basis. The Owner will be responsible for all parts cost. Any damage caused by CONTRACTOR will be repaired by CONTRACTOR at no expense to the Owner. Pumps and controllers will be the responsibility of the DISTRICT.	

Softball Field			
Task	Frequency	Method & Specifications	BBRD Notes
Mowing	2x/week	Field shall be mowed up to two (2) times per week depending on growing conditions. The practice of alternating mower patterns shall be followed; height of cut may be between 7/8" and 1 1/4". The area outside of the playing field shall be mowed one (1) time per week.	
Weed Eat	1x/week	Weed eat along fence area once a week.	
Edge Infield	2x/month	Edge infield two (2) times a month.	
Aerification	1x/year	Field shall be aerated once per year using appropriate equipment with the minimum of interference to play.	
Verticutting	2x/year	Vertical mowing shall be scheduled a minimum of two (2) times per year as conditions warrant to maintain an acceptable thatch level.	
Fertilization	6x/year	Type of materials and analysis shall be determined from results of soil nutrient level testing and adhering to the Florida Best Management Practices guidelines. Under normal conditions, one (1) pound of actual nitrogen per 1000 square feet may be applied six (6) times a year. Typically, slow-release type materials may be utilized. Soil tests shall be taken at least one (1) time per year.	
Weed Control	Monthly	Shall be accomplished by a semi-annual application of pre-emergent herbicides. Spot treatment with post-emergent herbicides shall be performed each month.	
Insect and Disease Control	As needed	Applications of pesticides shall be carried out on a curative "as needed" basis. IPM (integrated pest management) program will govern rates and timing of applications.	
Overseeding	Annually	Perennial Rye grass shall be applied at a rate of 150 pounds per acre and should be done when climatic conditions are favorable for germination and growth. Renovating may be done prior to seeding. Mowing heights may be set at higher cuts for the initial period. Downward height adjustment shall be done as necessary during the initial growth period.	
Lining Ball field	As needed	Lining fields with paint and chalk will be done through other means than CONTRACTOR.	

## EXHIBIT "C"

### Natural Disaster Renovation & Clean Up Services Price Schedule

DISTRICT has established the following pricing for the use of CONTRACTOR Barefoot Bay personnel and equipment during the term of this Agreement, should DISTRICT employ these services for natural disaster renovation and/or clean up.

#### GENERAL CLEAN UP

Dump Truck with 3 Man Crew (Each additional crew member)

\$125.00 per hour plus dumping fees.  
(\$35.00 per hour.)

#### ARBORCARE

Bucket Truck with 3 Man Crew

Box Truck & Chipper with 3 Man Crew (Each additional crew member)

\$225.00 per hour. \$195.00 per hour.  
(\$35.00 per hour.)

#### SMALL TRACTOR WORK

Bobcat with Operator (Each additional crew member)

\$135.00 per hour+ materials if staking trees.  
(\$35.00 per hour.)

#### IRRIGATION

Repair & Retrofit Irrigation Technician

Irrigation Helper

\$58.00 per hour+ parts and supplies.  
\$35.00 per hour+ parts and supplies.

\* It is understood the above established pricing is for current in-house CONTRACTOR equipment and personnel. Should the need arise and the DISTRICT requests services that will require rental equipment, sub-contractors, or CONTRACTOR personnel from outside its local Division, CONTRACTOR will assess the requirements and notify DISTRICT as to lump sum pricing within a written proposal prior to commencing work.

THE BASIC FEE EXCLUDES APPLICABLE SALES AND USE TAXES. DISTRICT IS RESPONSIBLE FOR ANY SALES OR USE TAXES FOR PRODUCTS DELIVERED OR SERVICES PROVIDED BY CONTRACTOR TO DISTRICT UNDER THIS AGREEMENT. CONTRACTOR WILL ITEMIZE SALES OR USE TAXES SEPARATELY ON DISTRICT'S INVOICES.