

## SERVICES AGREEMENT

### BRIGHTVIEW GOLF MAINTENANCE, INC.

#### Annual Complete Landscape Maintenance Services at Fairmount Golf Course; RFP 1818

On this 30<sup>th</sup> day of November, 2018, the CITY OF RIVERSIDE, a California charter city and municipal corporation (“City”), and BRIGHTVIEW GOLF MAINTENANCE, INC., a California corporation (“Contractor”), mutually agree as follows:

1. **Scope of Services.** Contractor shall furnish all labor, materials and equipment for and perform the work of Annual Complete Landscape Maintenance Services at Fairmount Golf Course (“Services”). Contractor shall perform the Services in accordance with the provisions and requirements of the Scope of Services attached hereto as Exhibit “A” and incorporated herein by reference.

2. **Term.** This Agreement shall be in effect for the term beginning January 1, 2019, to December 31, 2023, unless otherwise terminated pursuant to the provisions herein.

3. **Compensation.** City shall pay Contractor for the performance of the Services during the first year (i.e., January 1, 2019 through December 31, 2019) of the Term a Contract Price not to exceed Three Hundred Twenty-Eight Thousand Dollars (\$328,000.00). For every year (i.e., January 1 through December 31 of the same year) of the Term following the first year, City shall pay Contractor the same amount of the preceding year adjusted by 25% of any Consumer Price Index for all Urban Consumers (CPI-U) “All Items” for the Los Angeles-Anaheim-Riverside Standard Metropolitan Statistical Area (1982-84=100) published by the Bureau of Labor Statistics of the United States Department of Labor, and 75% of any Employment Cost Index (ECI) published by the same. Both the CPI-U and ECI shall be based on values from August of two years prior to the adjusted year to August prior to the adjusted year.

City shall pay Contractor for Services performed to City’s satisfaction on a monthly basis in accordance with the provisions of the Compensation Schedule attached hereto as Exhibit “B” and incorporated herein by this reference. If the term of the Agreement is extended, Contractor’s compensation for the extended term shall be mutually agreed upon in writing by the parties.

4. **General Compliance with Laws.** Contractor shall keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Contractor, or in any way affect the performance of Services by Contractor pursuant to this Agreement. Contractor shall at all times observe and comply with all such laws, ordinances and regulations, and shall be solely responsible for any failure to comply with all applicable laws, ordinances and regulations.

5. **Business Tax Certificate.** As a condition of this Agreement, Contractor shall secure a business tax certificate to operate in the City of Riverside pursuant to Chapter 5.04 of the Riverside Municipal Code, and shall also secure any other licenses or permits which may be required.

6. **Business Tax and Penalties.** Contractor acknowledges and agrees that with respect to any business tax or penalties thereon, utility charges, invoiced fee or other debt which is owed, or which becomes owed, by Contractor to City, City reserves the right to withhold and offset said amounts from any payments, refunds or reimbursements owed by City to Contractor under the Agreement. Notice of such withholding and offset shall promptly be given to Contractor by City in writing. In the event of a dispute as to the amount owed or whether such amount is owed to City, City will hold such disputed amount until either the appropriate appeal process has been completed or until the dispute has been resolved.

7. **Personnel.** Contractor shall furnish all personnel necessary to perform the Services and shall be responsible for their performance and compensation. The key personnel are listed in Exhibit "C," attached hereto and incorporated herein by reference. Contractor shall furnish qualified personnel to perform the Services.

8. **Assignment and Subcontracting.** Neither party shall assign any right, interest, or obligation in or under this Agreement to any other entity without prior written consent of the other party. In any event, no assignment shall be made unless the assignee expressly assumes the obligations of assignor under this Agreement, in a writing satisfactory to the parties. Contractor acknowledges that any assignment may, at the City's sole discretion, require City Manager and/or City Council approval. Contractor shall not subcontract any portion of the work required by this Agreement without prior written approval by the responsible City Contract Administrator. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including without limitation, the insurance obligations set forth in Section 11. The Contractor acknowledges and agrees that the City is an intended beneficiary of any work performed by any subcontractor for purposes of establishing a duty of care between any subcontractor and the City.

9. **Independent Contractor.** In the performance of this Agreement, Contractor, and Contractor's employees, subcontractors and agents, shall act in an independent capacity as independent contractors, and not as officers or employees of the City of Riverside. Contractor acknowledges and agrees that the City has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance to Contractor, or to Contractor's employees, subcontractors and agents. Contractor, as an independent contractor, shall be responsible for any and all taxes that apply to Contractor as an employer.

10. **Indemnification.** Contractor shall indemnify and hold harmless the City, and the City's employees, officers, managers, agents and council members from any liability, claim, damage or action whatsoever, arising out of the sole negligence or willful misconduct of Contractor, its officers, employees, subcontractors, agents or including but not limited to property damage, bodily injury, or death. Contractor shall defend, at its sole cost and expense, including but not limited to attorney fees, cost of investigation, defense and settlement or awards, the City and the City's employees, officers, managers, agents and council members in any such action or claim. With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of City; provided, however, that

any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification of City. Contractor's obligations hereunder shall be satisfied when Contractor has provided to City the appropriate form of dismissal (or similar document) relieving the City from any liability for the action or claim involved. The specified insurance limits required in this Agreement shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless the City.

## 11. Insurance.

11.1 General Provisions. Prior to the City's execution of this Agreement, Contractor shall provide satisfactory evidence of, and shall thereafter maintain during the term of this Agreement, such insurance policies and coverages in the types, limits, forms and ratings required herein. The rating and required insurance policies and coverages may be modified in writing by the City's Risk Manager or City Attorney, or a designee, unless such modification is prohibited by law.

11.1.1 Limitations. These minimum amounts of coverage shall not constitute any limitation or cap on Contractor's indemnification obligations under Section 10 hereof.

11.1.2 Ratings. Any insurance policy or coverage provided by Contractor or subcontractors as required by this Agreement shall be deemed inadequate and a material breach of this Agreement, unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.

11.1.3 Cancellation. The policies shall not be canceled unless thirty (30) days' prior written notification of intended cancellation has been given to City by certified or registered mail, postage prepaid.

11.1.4 Adequacy. The City, its officers, employees and agents make no representation that the types or limits of insurance specified to be carried by Contractor pursuant to this Agreement are adequate to protect Contractor. If Contractor believes that any required insurance coverage is inadequate, Contractor will obtain such additional insurance coverage as Contractor deems adequate, at Contractor's sole expense.

11.2 Workers' Compensation Insurance. By executing this Agreement, Contractor certifies that Contractor is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. Contractor shall carry the insurance or provide for self-insurance required by California law to protect said Contractor from claims under the Workers' Compensation Act. Prior to City's execution of this Agreement, Contractor shall file with City either 1) a certificate of insurance showing that such insurance is in effect, or that Contractor is self-insured for such coverage, or 2) a certified statement that Contractor has no employees, and acknowledging that if Contractor does employ any person, the necessary certificate of insurance will immediately be filed with City. Any certificate filed with City shall provide that City will be given ten (10) days' prior written notice before modification or cancellation thereof.

11.3 Commercial General Liability and Automobile Insurance. Prior to City's execution of this Agreement, Contractor shall obtain, and shall thereafter maintain during the term of this Agreement, commercial general liability insurance and automobile liability insurance as required to insure Contractor against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with, or acting for or on behalf of Contractor. The City, and its officers, employees and agents, shall be named as additional insureds under the Contractor's insurance policies.

11.3.1 Contractor's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than \$1,000,000 per occurrence and a general aggregate limit in the amount of not less than \$2,000,000.

11.3.2 Contractor's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate limit of not less than \$1,000,000. All of Contractor's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with Contractor's performance of this Agreement, which vehicles shall include, but are not limited to, Contractor owned vehicles, Contractor leased vehicles, Contractor's employee vehicles, non-Contractor owned vehicles and hired vehicles.

11.3.3 Prior to City's execution of this Agreement, copies of insurance policies or original certificates along with additional insured endorsements acceptable to the City evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be filed with City and shall include the City and its officers, employees and agents, as additional insureds. Said policies shall be in the usual form of commercial general and automobile liability insurance policies, but shall include the following provisions:

It is agreed that the City of Riverside, and its officers, employees and agents, are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for the City of Riverside.

11.3.4 The insurance policy or policies shall also comply with the following provisions:

a. If the policy is written on a claims made basis, the certificate should so specify and the policy must continue in force for one year after completion of the services. The retroactive date of coverage must also be listed.

b. The policy shall specify that the insurance provided by Contractor will be considered primary and not contributory to any other insurance available to the City and Endorsement No. CG 20010413 shall be provided to the City.

12. **Termination.** City shall have the right to terminate any or all of Contractor's Services and work covered by this Agreement at any time upon thirty (30) calendar days' written notice to Contractor. In the event of such termination, Contractor shall submit Contractor's final written statement of the amount of services provided as of the date of such termination for payment by the City.

Notwithstanding the foregoing, the City may terminate Contractor's performance of this Agreement upon five (5) calendar days' written notice if:

- (1) Contractor fails to promptly begin performance of the Services;
- (2) Contractor fails to perform the Services;
- (3) Contractor discontinues performance of the Services;
- (4) Contractor fails to make payment to employees in accordance with applicable law;
- (5) Contractor disregards laws, ordinances, or rules, regulations, or orders of a public authority having jurisdiction;
- (6) Contractor otherwise is guilty of breach of a provision of this Agreement;
- (7) Contractor becomes insolvent, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors and fails to provide City with adequate assurances of Contractor's ability to satisfy its contractual obligations.
- (8) A receiver, trustee, or other judicial officer shall not have any right, title, or interest in or to this Agreement. Upon that person's appointment, City has, at its option and sole discretion, the right to immediately cancel the Agreement and declare it null and void.

13. **Non-Discrimination.** During Contractor's performance of this Agreement, Contractor shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, gender, gender identity, genetic information, gender expression, sex or sexual orientation, military and veteran status, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, Contractor agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

14. **City's Right to Employ Other Consultants/Contractors.** City reserves the right to employ other Contractors in connection with the Services. If the City is required to employ another contractor to complete Contractor's work, due to the failure of the Contractor to perform,

or due to the breach of any of the provisions of this Agreement, the City reserves the right to seek reimbursement from Contractor.

15. **Conflict of Interest.** Contractor, for itself and on behalf of the individuals listed in Exhibit "C", represents and warrants that by the execution of this Agreement, they have no interest, present or contemplated, affected by the above-described Services. Contractor further warrants that neither Contractor, nor the individuals listed in Exhibit "C" have any real property, business interests or income interests that will be affected by this project or, alternatively, that Contractor will file with the City an affidavit disclosing any such interest.

16. **Solicitation.** Contractor warrants that Contractor has not employed or retained any person or agency to solicit or secure this Agreement, nor has it entered into any agreement or understanding for a commission, percentage, brokerage, or contingent fee to be paid to secure this Agreement. For breach of this warranty, City shall have the right to terminate this Agreement without liability and pay Contractor only for the value of work Contractor has actually performed, or, in its sole discretion, to deduct from the Agreement price or otherwise recover from Contractor the full amount of such commission, percentage, brokerage or commission fee. The remedies specified in this section shall be in addition to and not in lieu of those remedies otherwise specified in this Agreement.

17. **Prevailing Wage.** If applicable, pursuant to Section 1771 of the California Labor Code, Contractors are required to pay the general prevailing rates of per diem wages, overtime and holiday wages as determined by the Director of the Department of Industrial Relations and implemented by Resolution No. 13346 of the City Council of the City of Riverside. The Director's determination of prevailing wage rates is available on-line at [www.dir.ca.gov/dlsr/DPreWageDetermination.htm](http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm), and is referred to and made a part hereof as though fully set forth herein. California Labor Code Sections 1725.5 and 1771.1 requiring all general contractors and subcontractors to be registered with DIR. Registration can be accomplished through the DIR website by using this link: <http://www.dir.ca.gov/PublicWorks/PublicWorks.html>.

18. **Notices.** Service of any notices, bills, invoices or other documents required or permitted under this Agreement shall be sufficient if sent by one party to the other by United States mail, postage prepaid and addressed as follows:

To City

Parks, Recreation and Community  
Services Department  
City of Riverside  
Attn: Andrew Emery  
3900 Main Street  
Riverside, CA 92522

To Contractor

BrightView Golf Maintenance, Inc.  
Attn: Gregory Pieschala  
24151 Ventura Blvd.  
Calabasas, CA 91302

19. **Venue.** Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in the Superior Court of California, County of Riverside and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

20. **Waiver.** No action or failure to act by the City shall constitute a waiver of any right or duty afforded City under this Agreement, nor shall any action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically provided in this Agreement or as may be agreed in writing.

21. **Severability.** Each provision, term, condition, covenant and/or restriction, in whole and in part, in this Agreement shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/or in part, in this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant and/or restriction of this Agreement and the remainder of the Agreement shall continue in full force and effect.

22. **Amendments.** This Agreement may be modified or amended only by a written agreement and/or change order executed by the Contractor and City.

23. **Authority.** The individuals executing this Agreement and the instruments referenced herein on behalf of Contractor each represent and warrant that they have the legal power, right and actual authority to bind Contractor to the terms and conditions hereof and thereof.

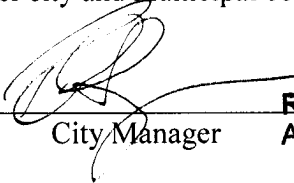
24. **Entire Agreement.** This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings or agreements of the parties. Neither party has been induced to enter into this Agreement by, and neither party is relying on, any representation or warranty outside those expressly set forth in this Agreement.

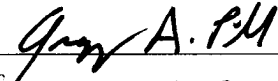
**[SIGNATURES ON FOLLOWING PAGE.]**

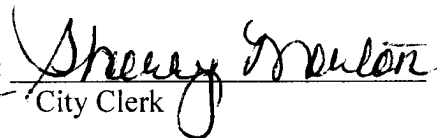
IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF RIVERSIDE, a California charter city and municipal corporation

BRIGHTVIEW GOLF MAINTENANCE, INC., a California corporation

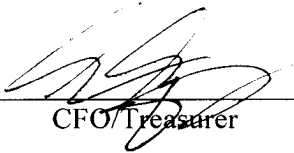
By:  **Rafael Guzman**  
City Manager **Assistant City Manager**

By:   
**Gregory A. Pieschala**  
[Printed Name]

Attest:   
City Clerk

**President**  
[Title]

Certified as to Availability of Funds

By:   
CFO/Treasurer

By:   
**Tomas A. Kuehn**  
[Printed Name]

**Assistant Secretary**  
[Title]

Approved as to Form:

By:   
Deputy City Attorney



**EXHIBIT "A"**

**SCOPE OF SERVICES**

## EXHIBIT A

### SCOPE OF SERVICES – FAIRMOUNT GOLF COURSE

#### ARTICLE 1 – SCOPE OF WORK

##### 1.01 GENERAL

A. Fairmount Golf Course: The work to be done consists of the complete landscape maintenance of the Fairmount Golf Course, including the parking lot planters and landscaping adjacent to the pro shop, and, including the edge of Brown Lake which is immediately adjacent to the golf course and its parking lot. Said maintenance will include but not be limited to: turf maintenance including complete renovations of greens, tee boxes, and fairways; turf mowing and edging; irrigation system maintenance; hardscape maintenance; skirting and staking of trees and the removal of suckers (lower 12' only); shrubs and ground cover plants; weed control; control of all plant diseases and pests; rodent/pest control; litter removal; hardscape cleaning; water features; bunker maintenance; graffiti removal; and other maintenance required to maintain the golf course, its appurtenances and amenities such as ball washers, divot mix, etc.

Work shall also include general cleanliness of the yard at the maintenance shed where equipment is housed. Said maintenance will include but not be limited to: weed abatement, litter removal, pest control, etc.

#### ARTICLE 2 – TURF MAINTENANCE

##### 2.01 TURF MOWING

Turf maintained under the Contract shall be mowed with power rotary mowers in all roughs and driving range areas, and reel mowers shall be used for all fairways, tee boxes, greens, and collars. The mowers shall be maintained so as to provide a smooth even cut without tearing or scalping or leaving visible clippings on the turf or adjacent walkways. The reel and blade adjustment will provide a uniform, level cut without ridges or depressions. Recycler mowers shall only be used upon acceptance by the City. Mowing heights may vary depending on the needs of the City.

##### 2.02 FREQUENCY

Fairways, tee boxes, and driving range hitting area shall be mowed a minimum of twice per week and a maximum of three times per week, greens shall be mowed daily, roughs, and driving range shall be mowed a minimum of once per week and a maximum of twice per week.

##### 2.03 CUTTING HEIGHTS

Height will be determined by the Parks Department Representative, based on the mowing

height range as listed below

Roughs, and Driving Range	1 ½"-2"
Greens	3/32"-1/8"
Tee Boxes and Fairways	1/2"-3/4"

#### 2.04 EDGING

All turf grass borders and putting greens shall be neatly and uniformly edged or trimmed concurrent with every mowing.

- A. Mechanical Edging - Mechanical methods shall be used except where physically not possible or practical, including on greens.
- B. Chemical Edging - Chemical applications shall be used on areas such as planters, buildings, along asphalt, cart paths, fence lines, etc. Chemical edging will only be permitted where mechanical methods are impossible. Contractor shall use non-restricted chemicals only to perform chemical edging.

Prior to the application of chemicals, all areas shall be trimmed to the proper heights.

#### 2.05 OVERSEEDING

Overseeding shall be performed in accordance with the following criteria:

- a. All areas to be overseeded shall be vertically mowed to remove all thatch and to provide a rough (scarified) seedbed suitable for seeding.
- b. Seed quality shall meet the minimum requirements established by the Riverside County Department of Agriculture. No seed shall be applied without prior verification of seed quality and type by the Parks Department Representative. Grass seed shall be applied as follows:
  - 1) 300 lbs. per acre on the fairways, Perennial Ryegrass
  - 2) 15 lbs. per 1000 square feet on the tees, Perennial Ryegrass
  - 3) 12 lbs. per 1000 square feet Perennial Ryegrass + 10 lbs Poa Trivialis per 1000 square feet on the greens
- c. Once seed has been applied, seed shall then be lightly covered with mulch to prevent erosion and reduce evaporation of soil moisture.
- d. Greens shall be top dressed with sand.

Bare or sparse turf areas shall be re-seeded by the Contractor on an as needed basis, at the request of the City and at no additional cost.

Winter overseeding of dormant turf will be required using Perennial Ryegrass (Fairways and Driving Range tee area), and Poa Trivialis (Greens). Bare and sparse turf areas will

be overseeded in the Spring/Summer using a hybrid Bermuda approved by the Parks Department Representative. Cost of overseeding shall be included in the contract price.

2.06 DETHACH

Dethatching shall be accomplished by use of a "vertical cut type" dethatch machine. The degree of thatch removal shall be determined by the City immediately prior to the start of dethatching operations.

All thatch and debris shall be picked up and disposed of off-site prior to the end of each work day. Contractor shall be responsible for all disposal costs associated with dethatch operations.

2.07 AERATION

Aeration shall be accomplished by removing 1" diameter by a minimum of 2" deep cores at a maximum spacing of 6" by use of a mechanical aeration machine for all greens, and 1" diameter by 3" deep cores at a maximum spacing of 6" in all other turf areas. Contractor shall aerate the entire area first in one direction (east to west) then repeat the operation in the opposing direction (north to south).

Fairways shall be aerated once annually and tee boxes shall be aerated twice annually. Bermudagrass greens shall be aerated twice annually.

All cores shall be removed from the turf and disposed of off-site or thoroughly pulverized within twenty-four (24) hours after aeration operations.

Greens shall be top-dressed and be playable within twenty-four (24) hours after work has commenced. With approval of the City, temporary greens may be used.

Contractor shall notify the Parks Department Representative seventy-two (72) hours in advance before starting work.

Contractor shall be responsible for the disposal of aeration debris.

2.08 CLIPPING PICK-UP

Removal of grass clippings from fairways and tee boxes may be required if excessive amounts of visible debris is present after mowing. Final determination will be made by the Parks Superintendent or his/her designated representative

2.09 WASTE DISPOSAL & GENERAL CLEAN-UP

Trash and debris is to be removed daily prior to the opening of the golf course. All glass, leaves, paper and other debris shall be removed and disposed of prior to mowing.

All walkways, roadways, cart paths or other areas dirtied by miscellaneous turf maintenance operations shall be cleaned and all debris disposed of off-site prior to the completion of that day's maintenance operations or the end of the day, whichever occurs first. All debris generated from Contractors operations shall be picked up and disposed of off-site. No debris shall be blown into streets and roadways. All litter/trash debris shall be removed from the golf course by the Contractor daily. Contractor shall be responsible for the costs associated with disposal.

Contractor will be allowed to have a dumpster/roll off placed on site with scheduled maintenance. Trash service shall be at the Contractor's expense.

2.10 GREEN WASTE AND RECYCLING

Contractor shall be responsible to recycle all green waste. A monthly summary identifying the amount or quantity shall be submitted with the monthly invoice of green waste generated through Contractor's operation.

2.11 VERTICAL MOWING

Contractor will be required to vertically mow greens monthly during the growing season (May-September for Bermudagrass greens). Fairways and tees shall be vertically mowed twice a year.

2.12 SAND APPLICATION

Contractor will be required provide material and labor to sand/top dress the Greens. The Contractor will supply the labor for any additional sanding at no additional cost to the City and the City will provide the sand. Prior to sanding/topdressing the Greens contractor will need to supply a sample of sand intended to be used for approval.

**ARTICLE 3 – IRRIGATION**

3.01 IRRIGATION SCHEDULES

Unless otherwise authorized by the Parks Superintendent, irrigation shall be accomplished during non-operating hours of the golf course. The Contractor is required to submit irrigation schedules for all areas maintained under this Contract. The schedule shall include: station number, water time, cycle start time and any damage/repair to the system. Schedules are due twice annually, in May and October. Failure to submit the schedules may result in a \$100.00 penalty per incident.

3.02 PLANT IRRIGATION REQUIREMENTS

Contractor shall monitor the requirements of the plant material, soil conditions, seasonal temperature variation, wind conditions and rainfall and recommend appropriate changes in

duration of watering cycles. All landscaped areas shall be irrigated as required to maintain adequate growth and appearance. No actual changes will be implemented without the prior approval of the Park Departments Representative.

### 3.03 SPECIAL WATERING

If watering is required during daytime hours (i.e. after fertilization, during periods of extreme dryness or heat), manual irrigation cycles shall be conducted in accordance with the following:

- a. Prior approval must be given by the Parks Superintendent or his/her designated representative.
- b. There shall be minimal drift onto private property or roadways caused from wind.
- c. There shall be no interference with other maintenance activities, special event activities or public usage.
- d. There shall be irrigation personnel present at the golf course until the watering cycle is completed.

### 3.04 IRRIGATION SYSTEM COMPONENTS

The entire irrigation system including all components from the connection at the well shall be maintained in an operational state at all times. The City shall be responsible for the costs of major components (main lines, valves, wiring, and controllers), including labor and materials, and the Contractor shall be responsible for the repair/replacement of lateral lines, heads, and nozzles. No additional compensation will be provided and costs are to be included as part of the Contractor's bid price. When an existing valve requires replacement the City shall provide brass valves to replace existing plastic valves. Labor to install brass valves will be paid to Contractor as Extra Work.

### 3.05 IRRIGATION SYSTEM TESTING

All irrigation systems shall be tested and inspected in accordance with the following:

- a. A schedule shall be submitted at the start of the Contract showing the location, day of week and time of day that each system will be tested and operated. Any changes shall be submitted for approval prior to enactment.
- b. All systems shall be adjusted in order to: provide adequate coverage of all landscape areas; prevent runoff and/or erosion; and prevent watering roadways, hard surface areas and private property.
- c. All system malfunctions, damage, and obstructions shall be reported and action taken immediately.
- d. In addition to required testing, all irrigation systems shall be tested and inspected as necessary when damage is suspected, observed or reported, daily if necessary.

Contractor shall be required to perform complete irrigation system checks on a bi-weekly basis or as determined by the Parks Department Representative

3.06 TRAINED PERSONNEL

Contractor shall provide personnel fully trained in all phases irrigation systems operation, maintenance, adjustments and repair; in all types of components to include electric and battery operated control clocks, valves and sprinkler heads; and with all brands and models of irrigation equipment.

3.07 DAMAGES FROM IRRIGATION

All damages resulting from under or over watering shall be repaired at the Contractor's expense.

3.08 CITY REQUESTS

Contractor shall respond within two (2) hours of any request by the City to turn on/off irrigation systems, particularly in respect to rainfall.

3.09 COMPLIANCE WITH WATER IRRIGATION ORDINANCE

Contractor shall be required to comply with all restrictions associated with Assembly Bill 1881. To include audits and efficiency standards for all landscape areas. Within 60 days of the start of the contract term and 60 days prior to the end of the contract, Contractor shall be required to perform a complete audit of the irrigation system to test for irrigation efficiencies and to identify damage and/or broken irrigation system components.

**ARTICLE 4 – FERTILIZATION**

4.01 TURF

Contractor shall apply fertilizer that is appropriate for a golf course, and will submit specifications to the Parks Department Representative no less than 30 calendar days prior to application. Fertilizer shall be applied as follows:

- 6 lbs. nitrogen per 1000 square feet on the fairways, tees, and greens
- 5.5 lbs. nitrogen per 1000 square feet in the roughs

Contractor shall have soil tests conducted on the greens to determine the appropriate fertilizer and the recommended application rates and frequency.

Turf shall be free of moisture at the time of fertilizer application. Application of the fertilizer shall be done in sections, determined by areas covered by each irrigation system. All areas fertilized shall be watered in the day it is broadcast.

Contractor shall be required to apply fertilizers, pesticides, fungicides, etc., as necessary to maintain landscape areas and to address pests, diseases, etc., for proper maintenance, and at no additional cost to the City.

## **ARTICLE 5 – CHEMICAL APPLICATION**

### **5.01 NOTICE OF INTENT**

Chemicals shall be recommended and approved by the City prior to use. A Notice of Intent to apply non-restricted/restricted materials form shall be completed and submitted to the Inspector a minimum of seven (7) days prior to intended use. No chemical applications shall be performed until the Parks Department Representatives' approval is obtained, and a Notice of Intent filed with the Riverside County Department of Agriculture. Failure to obtain authorization from the City may result in a \$200.00 per instance deduction.

### **5.02 LICENSE AND CERTIFICATE**

Chemicals shall only be applied under the supervision of persons possessing a valid pest control advisors license (PCA) and shall be applied only by qualified applicator certificate or license holders. Records of all chemical application operations, authorization stating dates, time, methods of applications, chemical formulations, applicators name and weather conditions at the time of application shall be made and retained in an active file for a minimum of one (1) year. After this period, records shall be retained in accordance with Riverside County Department of Agriculture regulations.

The Contractor shall be responsible for appropriate personnel having a valid and current Qualified Applicators Certificate (QAC) for the work described in this RFP. Any use of restricted materials shall be in strict accordance with the State Agriculture Rules and Regulations.

### **5.03 DRIFT**

Chemicals shall be applied to limit drift to six (6) inches. All precautionary measures necessary to ensure public and worker safety shall be employed since all areas will be open for public access during application.

### **5.04 PUBLIC NOTICES**

Contractor shall be responsible for posting all notice when chemicals are applied. All notices shall be in accordance with Chemical Product Labels and Department of Agriculture Regulations.



## **ARTICLE 6 – WEED CONTROL**

### **6.01 GENERAL**

A regular program of pre-emergent chemical application shall be used to control weed growth, supplemented by hand removal of noxious weeds or grasses as necessary. Additionally, the Contractor shall be responsible for treating turf areas for fungus, and disease control. Chemical control of grassy weeds shall be applied as often as necessary to maintain turf areas in a "weed free" condition.

Invasive weed control shall mean any broadleaf or unwanted weed that infects the monoculture of turf and planter areas. Control methods shall be employed as needed and on a continuous basis.

Remove weeds that are not controlled by herbicides before size or abundance becomes a cause of complaint. Generally, weeds that measure three (3) inches in height or spread, or predominate an area are unacceptable. Keep all areas in a neat, clean, and well-maintained condition at all times.

### **6.02 PARKING LOT MEDIAN ISLANDS AND HARDSCAPE**

Median islands in parking areas and sidewalks are to be maintained in a weed free condition. This includes the removal of weeds in all paved and unpaved surfaces of island boundaries and in joints, cracks or other crevices within or adjoining the curb and gutter areas surrounding the common landscape areas. Hardscape is to be kept clean at all times.

## **ARTICLE 7 – SHRUB/TREE MAINTENANCE**

### **7.01 PRUNING**

All shrubbery shall be pruned, trimmed, thinned, and suckers removed to properly contain their size with respect to species, size of planters, and the best health of the plant and/or as described in the Minimum Frequency Schedules.

### **7.02 PRUNING SCHEDULE**

Shrubs shall be pruned and trimmed as needed, using sound horticultural techniques. Shrubs shall be maintained within the limits of confined areas (i.e., narrow medians, walkways, etc.) so as not to encroach on same.

### **7.03 SHRUBBERY REPLACEMENT**

The Contractor shall be responsible for the complete removal and replacement of shrubbery lost due to the Contractor's faulty maintenance or negligence, as determined by the Parks Superintendent, or his/her designated representative.

7.04 CULTIVATION AND MULCHING

Contractor shall cultivate around shrub and tree areas and tree wells sufficiently and often enough to control weed growth and maintain existing irrigation and drainage ditches. Mulch is also required to be applied in all open dirt areas as required by the Parks Department Representative (mulch will be supplied by the City) and transported by Contractor to site.

7.05 IRRIGATION (DEEP SOAKING)

Deep soaking shall be defined as the application of sufficient quantities of water to maintain reasonable healthy vigor of plants. Basin modifications may be required. Quantities of water shall be sufficient to allow for deep water penetration and encouragement of deep rooting of the plants.

7.06 TREE MAINTENANCE

The Contractor shall be responsible for providing minimal tree trimming and maintenance. Minimal maintenance is described as removing suckers, re-staking or re-tying trees, removing tree stakes, skirting for height and removal of downed trees and stumps not to exceed D.B.H 18". Height determinations will be provided by the Parks Department Representative.

7.07 AERIAL TREE TRIMMING

The Contractor shall not be responsible for any aerial tree trimming. Aerial trimming is defined as any trimming above twelve (12) feet.

**ARTICLE 8 – DISEASE AND PEST CONTROL**

8.01 GENERAL

The City of Riverside requires that Integrated Pest Management (IPM) practices be used as part of the City's pest control program. The use of effective alternative pest control measures in conjunction with the controlled/limited use of pesticide is encouraged.

All applications shall have results at no less than 80% control. The Contractor shall regularly inspect all landscaped areas for the presence of pests including disease and insect infestation and the effectiveness of disease and pest control measures.

The Contractor shall advise the City within 24 hours if disease or insect infestation is found, and shall identify the disease or insect, and specify control measures to be taken. Upon written approval of the City, the Contractor shall implement the approved control measures exercising extreme caution in the application of all spray materials, dusts or other materials used. Approved control measures shall continue until the disease or insect is controlled to

the satisfaction of the Parks Superintendent. The Contractor shall utilize all safeguards necessary during disease or insect control operations to ensure safety of the public and the employees of the Contractor.

All mounds, burrows, or other site damage shall be repaired by the Contractor.

Failure to prevent, treat, or manage any pest infestation that results in loss, or decline of plant material, or create a risk to public health and safety may be remedied by the City at the Contractor's expense.

Contractor shall spot-treat all turf areas for fire ants, using a chemical approved by the City, and applied in accordance with the manufacturer's label.

Contractor shall be required to apply fertilizers, pesticides, fungicides, etc., as necessary to maintain landscape areas and to address pests, diseases, etc., for proper maintenance, and at no additional cost to the City.

#### 8.02 USE OF CHEMICALS

Prior to the beginning of the contract period, Contractor shall submit a list of all IPM practices, chemicals, herbicides, and pesticides proposed for use for the entire year under this Contract for approval by the Inspector. Materials included on this list shall be limited to chemicals approved by the State of California Department of Agriculture and shall include the product label, application rate for specific pests, another Pest Control Advisor's recommendations and Safety Data Sheets. The use of any chemical on the list shall be based on the recommendation of a licensed Pest Control Advisor and shall conform to the current Riverside County Department of Agriculture regulations.

No chemical herbicide, rodenticide, or pesticide shall be applied until its use is approved in writing by the Parks Superintendent as appropriate for the purpose of the areas proposed. Restricted materials can only be handled by a licensed applicator possessing a restricted materials applicators permit as issued by the State Department of Agriculture. Contractor shall provide a list of licensed applicators that will be applying chemicals under this Contract.

By the first day of each month, a monthly report shall be submitted to the Parks Superintendent that includes a statement of all applications completed within the previous month of herbicides, rodenticides and pesticides detailing the chemical used, quantity, rate of application, area in which used and the purpose of the application.

Contractor shall use appropriate personal protective equipment (PPE) in accordance with Safety Data Sheets (SDS) and manufacturer's label.

Contractors will assume responsibility and liability for the use of all chemical applications as per Cal-OSHA Model Injury and Illness Prevention Program under Senate Bill 198.

**ARTICLE 9 – PLANT MATERIAL REPLACEMENT**

9.01 NOTIFICATION OF MATERIAL LOSS

The Contractor shall notify the City within 24 hours of the loss of plant material due to any cause. Any plant that dies and not reported shall become the responsibility of the Contractor for replacement.

9.02 REPLACEMENT RESPONSIBILITIES

The Contractor shall be responsible for replacement of turf, annual plants, trees, shrubs, ground cover and soil as deemed necessary due to Contractor's negligence. The size and species of replacement of these items shall be as directed by the Parks Superintendent or his/her designated representative.

All landscape plants and material damaged due to acts of God, vandalism or vehicular accidents shall be supplied by the City, and the Contractor shall install at no additional cost to the City.

9.03 SPECIFIC PLANT REPLACEMENTS

In order to ensure maximum health, growth and overall aesthetic appearance of plantings in the work area, it may be desirable and necessary to replace certain plants. The necessity or desirability of such plant replacements shall be determined by the Parks Department Representative. Where such replacements are to be made, all plants will be provided by the Contractor at cost (or provided by the City at no cost to the Contractor) and installed by the Contractor at no additional cost to the City.

9.04 PLANT REMOVALS

Except for emergency removal, no trees, shrubs, ground cover or turf shall be removed from the areas being maintained without prior approval by the City.

**ARTICLE 10 - GREENS, TEE BOX, FAIRWAY, ROUGH, AND BUNKER MAINTENANCE**

10.01 GREENS

Greens shall be mowed and blown off daily. Contractor will be responsible to continually assess the greens for disease, pests, and fungus and take necessary corrective measures. Fertilization frequency and rates will be determined by a soil test or as directed by a Parks Department Representative. Vertical mowing and aeration shall be completed in accordance with the Minimum Frequency Schedule.

Contractor shall be required to apply fertilizers, pesticides, fungicides, etc., as necessary to maintain greens and to address pests, diseases, etc., for proper maintenance, and at no additional cost to the City.

10.02 TEE BOX AND DRIVING RANGE HITTING AREA

Tee boxes shall be mowed a minimum twice per week and a maximum of three times a week. Tee box markers are to be moved as needed to ensure a constant healthy stand of grass at all times. Divots are to be repaired and seeded daily. Ball washers are to be wiped down daily, checked and filled as needed. Benches are to be wiped down and or painted as needed. Vertical mowing, aeration and fertilization shall be completed in accordance with the Minimum Frequency Schedule.

Contractor shall be required to apply fertilizers, pesticides, fungicides, etc., as necessary to maintain landscape areas and to address pests, diseases, etc., for proper maintenance, and at no additional cost to the City.

10.03 FAIRWAYS AND COLLARS

Fairways and collars shall be mowed a minimum twice weekly to a maximum of three times per week. Fairways and collars are to be kept clean from trash and debris daily. Vertical mowing, aeration, and fertilization shall be completed in accordance with the Minimum Frequency Schedule.

10.04 ROUGH

Roughs are to be defined as any area that can be cut with a rotary type mower. Roughs are to be mowed a minimum of once per week to a maximum of twice per week. Vertical mowing, aeration, and fertilization shall be completed in accordance with the Minimum Frequency Schedule.

10.05 BUNKER

Bunkers are to be raked and maintained weed free daily, and edged weekly. Additional sand is to be added to the bunkers annually or as directed by the Parks Department Representative, at no additional cost to the City.

**ARTICLE 11 – LITTER AND DEBRIS**

11.01 GENERAL

The Contractor shall be responsible to remove all trash and debris and shall provide sufficient labor force so that all trash and debris is removed daily.

The Contractor shall promptly remove from the work area all debris generated by the performance of the work specified herein.

Contractor shall be responsible for supplying replacement liners for all trash receptacles. Trash receptacle liners shall be changed, not emptied, daily.

Contractor shall respond immediately to reports of hazardous conditions, such as broken glass and human waste, for the removal of such hazardous materials.

**MINIMUM FREQUENCY SCHEDULE  
Fairmount Golf Course**

<b>TASK</b>	
<b>LITTER CONTROL</b>	
Litter/Debris Removal, Empty Trash Cans	Daily
<b>TURF MAINTENANCE</b>	
<b>Mowing</b>	
Greens	Daily
Fairways	Twice Weekly
Tee Boxes	Twice Weekly
Driving Range	Weekly
Driving Range Hitting Area	Twice Weekly
Roughs	Weekly
<b>Verticutting/Dethatching</b>	
Greens	Monthly
Fairways	Twice Yearly
Tee Boxes	Bi-Monthly
Hitting area of Driving Range	Bi-Monthly
<b>Edging</b>	
Mechanical	Weekly
Chemical	Monthly
<b>Aerification</b>	
Green	Bi-Monthly
Tee Box	Bi-Monthly
Hitting Area of Driving Range	Bi-Monthly
Fairways	Quarterly
<b>Overseeding</b>	
Greens	Anually/as needed
Tee box	Weekly/as needed
Fairways	Anually/as needed
Hitting Area of Driving Range	Weekly/as needed
<b>Fertilization</b>	
Greens	Weekly/as needed
Tee Box	Quarterly
Fairways	Quarterly
Roughs and Driving Range	Quarterly
Driving Range Hitting Area	Monthly
<b>Broadleaf Control</b>	

Fairway	Quarterly
Tee Box	Monthly/as needed
Roughs and Driving Range	Monthly/as needed
Driving Range Hitting Area	Weekly
Green	Weekly
<b>RODENT/PEST CONTROL</b>	<b>Bi-Weekly</b>
<b>IRRIGATION</b>	
Check System / Adjust Controllers	Weekly
<b>PLANTERS/SHRUB BED MAINTENANCE</b>	
Pruning	Monthly
Weeding	As Needed
Trimming	Monthly
Annual Color replacement	Quarterly/as needed
<b>TEE BOX MAINTENANCE/DRIVING RANGE</b>	
Benches Clean and Painted	Daily/as needed
Ball washer (wipe down and refill)	Daily/as needed
Divot Repair	Daily
Trash Pick up (including broken tees)	Daily
Tee Box Marker Placement	Three times a week
<b>BUNKER MAINTENANCE</b>	
Edge Bunkers	Weekly
Rake Bunkers	Daily
Weed Bunkers	Weekly/as needed
Add Sand	Annually/as needed
<b>GREENS MAINTENANCE</b>	
Cup Placement	Three times a week
Sanding	Bi-Monthly
Inspection (fungus,insect, turf disease)	Weekly
Blowing off Greens and Fringe	Daily
<b>PARKING LOT</b>	<b>Daily</b>



**EXHIBIT "B"**  
COMPENSATION

## 2019 COMPENSATION SCHEDULE

### AGREEMENT FOR ANNUAL LANDSCAPE MAINTENANCE AT FAIRMOUNT GOLF COURSE

LOCATION	MONTHLY PRICE	ANNUAL PRICE
Fairmount Golf Course	\$27,333.34	\$328,000.00

ADDITIONAL / EXTRA WORK ITEMS		
1	Hourly cost for additional labor	\$20.00
2	Hourly cost for irrigation specialist	\$30.00

**EXHIBIT "C"**

**KEY PERSONNEL**



## Section D Company Personnel

### Exhibit "C" - Key Personnel

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

- **Payson West**, Superintendent (626) 241-6838
- **Adam Kloster**, CGCS, Associate Area Director, West (626) 252-9124
- **Kevin Neal**, CGCS, Vice President, General Manager, West (818) 737-3182
- **B. Todd Bunnell, PhD**, Vice President, Agronomy (317) 450-9582
- **Gene Leon**, Vice President, Business Development & Marketing (818) 225-2322
- **Greg Pieschala**, President (818) 737-3110



## Payson West

### Superintendent

As Superintendent Payson is responsible leading the maintenance team to ensure course standards and operations are maintained and managed consistently according to the BrightView culture and core values. Payson is a seasoned BrightView team member and well versed with BrightView's operating and administrative systems. Payson started with BrightView as Assistant Superintendent at Canyon Lake Country Club in 2012 then was promoted to Superintendent in 2015 at Fairmount Golf Course.

#### Education

Mount San Jacinto College  
A.S. Turfgrass Management

#### Professional Associations & Awards

GCSAA Member - 6 years

#### Additional Professional Experience

- 2015-Present Superintendent Fairmount Golf Course, Riverside, CA
- 2012-2015 Assistant Superintendent, Canyon Lake Country Club, Canyon Lake, CA
- 2010-2012 Irrigation Tech/Foreman, Cross Creek Golf Club, Temecula, CA

#### Other Achievements

- California Qualified Applicator License
- Toro Site Pro training certification.



DEPARTMENT OF PESTICIDE REGULATION  
LICENSING/CERTIFICATION PROGRAM



**QAL**

QUALIFIED APPLICATOR LICENSE

**LICENSE #: 130736**

**EXPIRES: 12/31/2019**

Categories: BF

Issued: 1/1/2018

**PAYSON J WEST**  
31283 SUNNINGDALE DR  
TEMECULA, CA, 92591



This License must be shown to any representative of the Director or Commissioner upon request.



# Adam Kloster, CGCS

Associate Area Director, West

As Associate Area director, West, Adam is responsible for personnel development, quality control and customer relationships at BrightView's properties in the West. 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. Adam is a seasoned BrightView team member and well acquainted with BrightView's operating and administrative systems.

### Education

BS, Turfgrass Management  
Iowa State University

### Professional Associations & Awards

BrightView Superintendent of the Year, 2011

Golf Course Superintendents Association of America, Member

Southern California Golf Course Superintendent Association, Member

### Professional Experience

In 2008, Adam joined the BrightView Golf Maintenance team as a Golf Course Superintendent at Primm Valley Resort in Las Vegas, Nevada, and served as Superintendent at Industry Hills Golf Club at Pacific Palms Resort from 2009 to 2014. Adam was promoted to Associate Area Director, West in January 2015.

### Additional Professional Experience

- Primm Valley Golf Club, Golf Course Superintendent, 1999–2009



## Kevin Neal, CGCS

### Vice President & General Manager, West

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

As one of BrightView's most experienced and creative team members, Kevin will ensure the labor force at your facility is organized efficiently and effectively, resulting in continuous improvement, high-quality work, a safe work environment and high morale amongst the team.

#### Education

BS, Botany and Plant  
Science  
University of California,  
Riverside

#### Professional Associations & Awards

Golf Course  
Superintendents  
Association of America  
Member since 1989

Golf Course  
Superintendents  
Association of Southern  
California  
Past President 2005

Audubon Cooperative  
Sanctuary Program

State of California  
Pesticide License

Responsible Managing  
Employee  
California State Contractors  
License

#### Professional Experience

Kevin's responsibilities include identifying, codifying and rolling out best practices for BrightView Golf Maintenance. He is also responsible for supporting each of our golf course maintenance teams, particularly in new start-ups to ensure our best practices and policies are implemented. Kevin is responsible for introducing and implementing our BV360 program at all of the courses we maintain. Kevin initially joined BrightView in 2005 as Resident Superintendent, overseeing other BrightView Superintendents on properties in Southern California, as well as taking on the role of Superintendent at Anaheim Hills Golf Course.

#### Additional Professional Experience

- SeaCliff Country Club, Huntington Beach, CA, Golf Course Superintendent, 1997–2005
- Los Verdes Golf Course, Rancho Palos Verdes, CA, Golf Course Superintendent, 1994–97
- Skylinks Golf Course, Long Beach, CA, Golf Course Superintendent, 1993–94
- El Dorado Park Golf Course, Long Beach, CA, Golf Course Superintendent, 1992–93
- United States Army, 1982–88





## 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.

#### 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.

#### Education

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

#### Professional Associations & Awards

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



## Gene M. Leon

### Vice President, Business Development and Marketing

As the Vice President of Business Development & Marketing, Gene is responsible for managing the Company's overall growth and portfolio development, marketing programs, golf industry visibility and customer relations.

#### Education

Bachelor of Arts  
University of California,  
Irvine

#### Professional Associations & Awards

Club Managers Association  
of America

Certified Club Manager

National Golf Course  
Owners Association

California Golf Course  
Owners Association

#### Professional Experience

Gene joined BrightView Golf Maintenance in June of 2015 having spent the last 20 years in the golf and hospitality industries having worked with some of the largest owners and operators of in their respective industries.

#### Additional Professional Experience

- Prior to joining Brightview Golf Maintenance, Gene worked for American Golf Corporation as the Vice President of Sales & Marketing over their Private Club Division. He also spent 10 years with ClubCorp serving in various roles included General Manager, Vice President of Sales & Marketing, and Vice President of Business Development. Gene's unique experience also includes working at Aramark in their Parks & Destinations division and with the premier ad agency Young & Rubicam.



## Greg Pieschala

### President

Greg provides the resources, support and company culture that allow BrightView's professionals to excel in serving our customers. To that end, he has assembled a team unmatched in the golf maintenance business, and has led the creation of industry-leading support tools, training and operations programs. He deeply believes in the wisdom of BrightView's founder, Burt Sperber, that "if we take care of our customers and our people, everything else will take care of itself."

### Professional Experience

Greg Pieschala became President of BrightView Golf Maintenance in October 2003 with a mandate to expand the company on the basis of high customer satisfaction and quality. He originally joined BrightView Companies in January 2000 as Executive Vice President where he focused on expanding the corporation's national presence through acquisitions of strong regional companies. Prior to joining BrightView, Greg was a Principal in the Los Angeles office of McKinsey & Company.

### Education

MBA with Distinction  
Harvard Graduate School of  
Business

BA, Economics  
Stanford University

### Professional Associations & Awards

National Golf Course  
Owners Association

Golf Course Superintendents  
Association of America

Los Angeles Children's  
Chorus, Director and  
Treasurer

Huntington Library, Art  
Collection and Botanical  
Gardens, Overseer

# BRIGHTVIEW GOLF MAINTENANCE ORGANIZATIONAL CHART

