

**AGREEMENT FOR LANDSCAPE MAINTENANCE SERVICES
ANNUAL LANDSCAPE MAINTENANCE AT FAIRMOUNT GOLF COURSE
(RFP No. 2392)**

BRIGHTVIEW LANDSCAPE SERVICES, INC.

THIS AGREEMENT FOR LANDSCAPE MAINTENANCE SERVICES ("Agreement") is made and entered on this _____ day of _____, 20____ ("Effective Date") the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City"), and BRIGHTVIEW LANDSCAPE SERVICES, INC., a California corporation, 13691 W Vaughn Street, San Fernando, CA 91340, State Contractor's License No. 266211 ("Contractor"), mutually agree as follows:

1. Scope of Services. Contractor shall furnish all labor, equipment, and irrigation materials to provide complete landscape maintenance services at Fairmount Golf Course, located at 2681 Dexter Drive, Riverside, California 92501 ("the Services"). Contractor shall perform the Services in accordance with the provisions and requirements of the following Contract Documents: City of Riverside Parks, Recreation and Community Services Department Request for Proposals for Landscape Maintenance Services – Annual Landscape Maintenance at Fairmount Golf Course ("**RFP No. 2392**"), the General Conditions and Technical Specifications contained therein, this Agreement and all other documents, maps, texts and items referred to in the foregoing documents, and the Scope of Services attached hereto as Exhibit "A" and incorporated herein by this reference. These Contract Documents are incorporated herein by this reference and are intended to be correlative and constitute Contractor's performance obligations. The specific terms and conditions of this Agreement shall control and have precedence over any contradictory or inconsistent terms and conditions included in the other Contract Documents and shall be controlling in questions of interpretation.

2. Term. The term of the Agreement shall be effective from the first date written above, and shall remain in effect until December 31, 2026, unless earlier terminated as provided herein, with the option to extend the term of the Agreement for up to two (2) additional two-year periods.

3. Compensation. City shall pay Contractor for the performance of the Services during the first year of the initial term of this Agreement a Contract Price of Four Hundred Sixty-Six Thousand Eight Hundred Dollars (\$466,800.00). For the second year, the City shall pay the same amount of the preceding year adjusted by the November 2025 Consumer Price Index for "Services" 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, or three percent (3%), whichever is greater, unless an increase is agreed to by the parties. City shall have fifteen percent (15%) change order authority to cover costs for irrigation and vandalism repairs outside of monthly Scope of Services. City shall pay Contractor for Services performed to City's satisfaction on a monthly basis in accordance with the provisions of the RFP, and the Compensation Schedule attached hereto as Exhibit "B" and incorporated herein by this reference.

4. Extra Material. Contractor shall not be compensated for any extra materials used or time expended over and above the Contract Price, unless prior written approval for the same has been granted by City. In addition, Contractor shall only be compensated for services actually

rendered.

5. Warranties. Contractor shall obtain in the name of City, or transfer or assign to City or City's designee, any and all warranties or guarantees which Contractor obtained from manufacturers or suppliers, and further agrees to perform the Work in such a manner so as to preserve any and all such warranties.

6. 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.

7. 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.

8. Business License. As a condition of this Agreement, Contractor shall secure a business license to operate in the City of Riverside and shall also secure any other licenses or permits which may be required.

9. 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 or self-insurance evidencing 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 the City shall provide that City shall be given ten (10) days' prior written notice before modification or cancellation thereof.

Contractor's workers' compensation carrier shall be authorized to transact insurance business in the State of California with a policy holder's rating of "A" or higher and a Financial Class VII or larger.

10. Commercial General Liability and Automobile Liability Insurance. Prior to City's execution of this Agreement, Contractor shall secure, and shall thereafter maintain until completion of the Agreement, such commercial general and automobile liability insurance as shall protect Contractor from claims for damages for personal injury, including accidental death, as well as from claims for property damage which may arise from or which may concern operations under this Agreement, whether such operations be by or on behalf of Contractor, any subcontractor or anyone directly or indirectly employed by, connected with or acting for or on behalf of any of them.

All liability insurance shall be issued by an insurance company or companies authorized to transact liability insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or larger and shall cover commercial general and automobile liability for both bodily injury (including death) and property damage, including but not limited to aggregate products, aggregate operations, aggregate protective and aggregate contractual with the following minimum limits:

Commercial General	\$1,000,000 per occurrence
	\$2,000,000 aggregate
Automobile	\$1,000,000 per occurrence

Policies or original certificates of insurance along with additional insured endorsement acceptable to City, evidencing the coverage required by this Agreement for both commercial general and automobile liability, shall be filed with City and shall include City as an additional insured. The policy or policies shall be in the usual form of public liability insurance, but shall also include the following provisions:

Solely for Services performed by and on behalf of the named insured for the City of Riverside, it is agreed that the City of Riverside and its officers and employees are added as additional insureds under this policy.

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

- a. Policies shall include premises/operations, products completed operations, independent contractors, owners and contractors' protection, broad form contractual, personal injury with employment exclusion deleted, and broad form property damage.
- b. The policy shall be endorsed to waive any right of subrogation against the City and its subcontractors, employees, officers, agents and directors for work performed under this Agreement.
- c. If policies are 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 project. The retroactive date of the coverage must also be listed.

- d. 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 of Riverside. Contractor shall provide Form No. CG 20010413 to City.

11. Bonds. Prior to City's execution of this Agreement, Contractor shall furnish to the City two (2) completed surety bonds (on bond forms provided by City), one (1) as security for the faithful performance of this Agreement and one (1) as security for the payment of all persons performing labor and furnishing materials in connection with this Agreement. Both bonds shall be in the amount of one hundred (100%) of the Contract Price and shall be subscribed by a corporate surety which is authorized to transact surety insurance business in the State of California with a policy holder's rating of "A" or higher and a Financial Class of VII or larger. Should any bond or surety become insufficient, Contractor shall furnish City with new bonds within ten (10) days after receiving notice from City. No payments will be due or paid under the Contract until any and all bond deficiencies have been remedied. Contractor, by execution of this Agreement acknowledges that the bonds are not Contract Documents, but are separate obligations.

12. Termination. City, by notifying Contractor in writing, shall have the right to terminate any or all of Contractor's services and work covered by this Agreement, with or without cause and without any prior notice of default, at any time. In the event of such termination, Contractor must submit Contractor's final written statement of the amount of Contractor's services as of the date of such termination, and Contractor shall be compensated only for those non-disputed services that have been adequately rendered to City.

13. Indemnification. Except as to the sole negligence, or willful misconduct of City, Contractor shall defend, indemnify and hold the City, its officers and employees, harmless from any and all loss, damage, claim for damage, liability, expense or cost, including attorney's fees, which arises out of or is in any way connected with the performance of work under this Agreement by Contractor or any of Contractor's employees, agents or subcontractors and from all claims by Contractor's employees, subcontractors and agents for compensation for services rendered to Contractor in the performance of this Agreement, notwithstanding that City may have benefited from their services. This indemnification provision shall apply to any acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of Contractor or any of the Contractor's employees, subcontractors or agents.

The parties expressly agree that any payment, attorney's fee, costs or expense City incurs or makes to or on behalf of an injured employee under the City's self-administered workers' compensation is included as a loss, expense or cost for the purposes of this Section, and that this Section shall survive the expiration or early termination of the Agreement.

14. Defense Obligation. Contractor agrees, at its cost and expense, to promptly defend the City and the City's employees, officers, managers, agents, and council members (collectively the "Parties to be defended") from and against any and all claims, allegations, lawsuits or other legal proceedings which arise out of, or are related to, or are in any manner connected with: (1) the work, activities operations, or duties of Contractor, or of anyone employed by or working under the Contractor; or (2) any breach of this Agreement by Contractor. This duty to defend shall apply whether or not such claims, allegations, lawsuits or proceedings have merit or are meritless or,

which involve claims or allegations that any of the Parties to be defended were actively, passively or concurrently negligent, or which otherwise assert that the parties to be defended are responsible, in whole or in part, for any loss, damage or injury. Contractor agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to the City.

15. 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, genetic information, gender, gender identity, gender expression, sex or sexual orientation, 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.

16. Prevailing Wage. Pursuant to Section 1771 of the California Labor Code, Contractor and all subcontractors 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, and is referred to and made a part hereof as though fully set forth herein.

Per Senate Bill 854 (2014), Contractor and subcontractors shall register with the Department of Industrial Relations (DIR) in order to bid and perform public works projects. Contractors and subcontractors on all public works projects shall submit electronic certified payrolls to the Labor Commissioner and City unless excused from this requirement.

Contractor is aware of and stipulates that Contractor will also comply with the following sections of the California Labor Code:

- a. Section 1775 prescribing sanctions for failure to pay prevailing wage rates;
- b. Section 1776 requiring the making, keeping and disclosing of detailed payroll records and prescribing sanctions for failure to do so;
- c. Section 1777.5 prescribing the terms and conditions for employing registered apprentices;
- d. Section 1810 providing that eight hours of labor shall be a day's work; and
- e. Section 1813 prescribing sanctions for violations of the provisions concerning eight-hour work days and forty-hour work weeks.
- f. 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/Public-Works/PublicWorks.html>.

17. 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: Vanessa Mayne
8085 Lincoln Ave
Riverside, CA 92504

To Contractor:

BrightView Landscape Services
Attn: Terry McGuire
715 W La Cadena Dr
Riverside, CA 92501

18. 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 a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

19. Independent Contractor. Contractor shall at all times during its performance of the Work retain its status as an independent contractor. Contractor's employees and agents shall under no circumstances be considered or held to be employees or agents of City and City shall have no obligation to pay or withhold state or federal taxes or provide workers' compensation or unemployment insurance for or on behalf of Contractor or its employees and agents.

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. 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.

23. 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.

24. Digital and Counterpart Signatures. Each party to this Agreement intends and agrees to the use of digital signatures that meet the requirements of the California Uniform Electronic Transmissions Act (Civil Code §§ 1633.1, et seq.), California Government Code § 16.5, and California Code of Regulations Title 2 Division 7 Chapter 10, to execute this Agreement. The parties further agree that the digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures for purposes of validity, enforceability, and admissibility. For purposes of this section, a “digital signature” is defined in subdivision (d) of Section 16.5 of the Government Code and is a type of “electronic signature” as defined in subdivision (h) of Section 1633.2 of the Civil Code. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each certified or authenticated electronic copy of an encrypted digital signature shall be deemed a duplicate original, constituting one and the same instrument and shall be binding on the parties hereto.

25. Exhibits. The following exhibits attached hereto are incorporated herein to this Agreement by this reference:

- Exhibit “A” – Scopes of Services
- Exhibit “B” – Compensation Schedules
- Exhibit “C” – Key Personnel

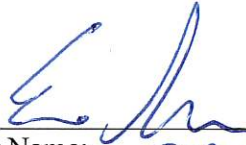
[SIGNATURES ON THE FOLLOWING PAGE.]

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 LANDSCAPE
SERVICES, INC., a California corporation


By: _____
City Manager

By: 
Print Name: ENRICO MARAGNA
Title: SVP SoCal
(Signature of Board Chair, President, or
Vice President)

Attest:

and

By: _____
City Clerk

By: 
Print Name: Thomas A. Kuehn
Title: Asst. Secretary
(Signature of Secretary, Assistant
Secretary, CFO, Treasurer, or Assistant
Treasurer)

Certified as to Availability of Funds:

By: 
~~Asst~~ Chief Financial Officer

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; 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. City to pay for pest and gopher control.

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, 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 1/2"-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) 400 lbs. per acre on the fairways, 3-way blend 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 1/2" minus topsoil to prevent erosion and reduce evaporation of soil moisture.
- d. Greens shall be top dressed with #30 silica 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. City to pay the cost of seed for overseeding only. Labor will be included in the contract price.

2.06 DETHATCH

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.

All cores shall be removed from the greens and disposed of off-site.

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 Contractor's 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 City's expense.

2.10 GREEN WASTE AND RECYCLING

City shall be responsible to recycle all green waste.

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

City shall provide sand to top dress green. Contractor will be required to provide labor to sand/top dress the Greens. The Contractor will supply the labor for any additional sanding at no additional cost to the City. 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 scheduled by the golf course superintendent in quantities and frequencies consistent with seasonal requirements, and shall be done at night as to not interfere with golf play. The Contractor shall manage irrigation to maintain healthy turfgrass. Schedules shall be submitted as requested. 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 Parks Department 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. Mainline breaks need to be reported and shut down within 24 hrs and repairs completed within 72 hrs.

3.05 IRRIGATION SYSTEM TESTING

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

- a. All system malfunctions, damage, and obstructions shall be reported and action taken immediately.
- b. 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. If City supplied water is not available, exception will be made.

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 and sample labels of material 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 and tees
- 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. Types of materials and analysis shall be determined from the results of annual soil nutrient level testing and growing conditions at the time of treatment. Under normal conditions, up to four (4) pounds of actual nitrogen per thousand square feet may be applied per growing season. Typically, a variety of granular slow release and foliar materials will be utilized.

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.

City shall be required to provide all fertilizers and chemicals for fairways, tees and rough, as necessary to maintain landscape areas and to address pests, diseases, etc., for proper maintenance. Contractor to provide fertilizers and chemicals for greens only.

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 fallen branches and downed trees and stumps not to exceed D.S.H 12”.

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 City.

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. City to provide fertilizers, pesticides, fungicides, etc.

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.

Contractor shall be responsible for removing weeds and trash/debris in the maintenance yard.

Contractor shall be responsible to keep the fence line along the freeway clean, including vine trimming.

Contractor shall be responsible for removal of volunteer palms at Brown Lake and keeping the lakes edge clean.

MINIMUM FREQUENCY SCHEDULE
Fairmount Golf Course

TASK	
LITTER CONTROL	
Litter/Debris Removal, Empty Trash Cans	Daily
TURF MAINTENANCE	
Mowing	
Greens	Daily
Fairways	Twice Weekly
Tee Boxes	Twice Weekly
Driving Range	Weekly
Driving Range Hitting Area	Twice Weekly
Roughs	Weekly
Verticutting/Dethatching	
Greens	Monthly
Fairways	Annually
Tee Boxes	Bi-Annually
Hitting area of Driving Range	Bi-Annually
Edging	
Mechanical	Weekly
Chemical	Monthly
Aerification	
Green	Bi-Annually
Tee Box	Annually
Hitting Area of Driving Range	Annually
Fairways	Annually
Overseeding	
Greens	Annually
Tee box	Bi-Annually
Fairways	Annually
Hitting Area of Driving Range (tee boxes)	Annually
Fertilization	
Greens	Quarterly
Tee Box	Quarterly
Fairways	Bi-Annually
Roughs and Driving Range	Bi-Annually
Driving Range Hitting Area	Bi-Annually
Turf Weed Control	

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

EXHIBIT "B"

COMPENSATION SCHEDULES

Compensation in the amount of Thirty-Eight Thousand Nine Hundred Dollars (\$38,900.00) monthly.

EXHIBIT H

Compensation Schedule A – Fairmount Golf Course

Proposer Name: **BrightView Landscape Services Inc.**

The above named Proposer having examined the proposed Contract Documents and having visited the sites and examined the conditions affecting the work, hereby proposes and agrees to furnish all labor, and materials, supplies, and equipment, and to perform operations necessary to complete the work as required by the proposed Contract Documents.

Location	Monthly Price	Lump Sum Contract Price
Fairmount Golf Course	\$38,900	\$466,800

Additional/Extra Work Items	
Hourly Cost for irrigation specialist	\$60.00
Hourly cost for additional labor	\$45.00

EXHIBIT "C"
KEY 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.

- **Justin Vasquez, Golf Course Superintendent** (951)201-2839
- **B. Todd Bunnell, PhD, Vice President, Agronomy** (317) 450-9582
- **Terry McGuire, Vice President, General Manager-Golf** (310)994-1533
- **Mark Louder, Senior Golf Course Superintendent** (951)258-3518



Justin Vasquez

Superintendent

As Superintendent Justin 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. Justin is a seasoned BrightView team member and well versed with BrightView's operating and administrative systems. Justin started with BrightView as an Irrigation Tech at Canyon Lake Country Club in 2015 and was later promoted to Assistant Superintendent in 2017 at Canyon Lake and Superintendent in 2021 at Fairmount Golf Course.

Education

Mount San Jacinto College
A.S. Turfgrass Management

Professional Associations & Awards

GCSAA Member - 7 years

Additional Professional Experience

- 2015-2016 Irrigation tech Canyon Lake Country Club, Canyon Lake, CA
- 2016-2017 Agronomic tech Canyon Lake Country Club, Canyon Lake, CA
- 2017-2020 Assistant Superintendent Canyon Lake Country Club, Canyon Lake, CA
- 2020-2021 Golf Course Superintendent Cathedral Canyon Golf Club, Cathedral City, CA
- 2021-Present Golf Course Superintendent Fairmount Golf Course, Riverside, CA

Other Achievements

- GCSAA member 7 years
- California Qualified applicator license



Mark Louder, Class A Superintendent

Senior Superintendent, Southwest

As Senior Superintendent, Mark is responsible for personnel development, quality control and customer relationships at BrightView's properties in the Southwest. 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. Mark is a seasoned BrightView team member and well acquainted with BrightView's operating and administrative systems.

Education

BS, Park Administration & Turfgrass Management
California Polytechnic University, Pomona, CA

Professional Associations & Awards

Golf Course Superintendents Association of America
Member

San Diego Golf Course Superintendents Association
Member

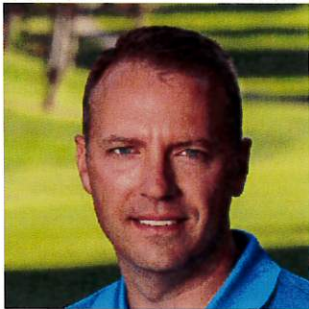
Annual Company Safety Award
2010-20

Professional Experience

In 2010, Mark joined the BrightView Golf Maintenance team as a Golf Course Superintendent at Canyon Lake Country Club in Canyon Lake, CA. Mark has recently been promoted to Senior Golf Course Superintendent while continuing to maintain Canyon Lake Country Club as his primary location.

Additional Professional Experience

- SCGA Members' Club, Murrieta, CA, Golf Course Superintendent, 2008-10
- Pala Mesa Resort, Fallbrook, CA, Golf Course Superintendent, 2001-08
- Quail Ranch Golf Club, Moreno Valley, CA, Golf Course Superintendent, 1997-01
- SCGA Members' Club, Murrieta, CA, Assistant Golf Course Superintendent, 1996-97



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

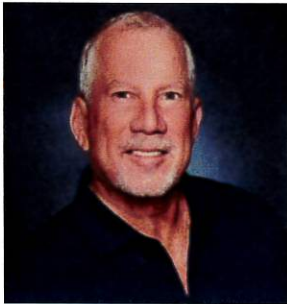
- Clemson University, Clemson, SC, Graduate Research Assistant, (M.S., Ph.D.) 1997–2003. Research projects included determining optimum light quantity for dwarf and fairway bermudagrasses, investigating soil atmosphere effects on bentgrass in the southern transition zone, conducting herbicide evaluation 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
Schilletter Fellowship,
Outstanding Graduate
Student Researcher, Clemson
University, 2001
Golf Course Superintendents
Association, Watson Fellow,
2001



Terry McGuire

Vice President & General Manager

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.

Professional Experience

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

Additional Professional Experience

- Arnold Palmer Golf Management, Director of Golf Course Maintenance, 1990-98. Responsibilities included overseeing all properties in the Western United States. Also served as a consultant in the development, construction and re-design phases of municipal, private, daily fee and resort courses.

Education

Associate of Science
Lake City
Community College
Golf Course
Operations
Associate of Arts
Jacksonville
Community College

Professional Associations & Awards


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

WORKERS' COMPENSATION CERTIFICATION

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

DATED: 02/04/2025

BRIGHTVIEW LANDSCAPE SERVICES, INC.

By 
ENRICO MALAGONA
SUP So Cal

CORPORATE CERTIFICATE

STATE OF)
) SS:
COUNTY OF)

I, HEREBY, CERTIFY that during a meeting of the Board of Directors of the _____, a corporation existing under the laws of the State of _____, held on _____, 20____, the following resolution was duly passed and adopted:

“RESOLVED, that _____, as _____ of the Corporation, be and is hereby authorized to execute the Agreement for _____ between the City of Riverside and this corporation and that his execution thereof and with the Corporate Seal affixed, shall be the official act and deed of this Corporation.”

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the corporation.

this _____, day of _____, 20_____.

Secretary (Seal)

PERFORMANCE BOND

RFP No. 2392
Bond No.
Premium:

KNOW ALL PERSONS BY THESE PRESENTS THAT:

WHEREAS, on _____, 2025, the CITY OF RIVERSIDE ("CITY") awarded to BRIGHTVIEW LANDSCAPE SERVICES, INC., a California corporation, 13691 W Vaughn Street, San Fernando, CA 91340, State Contractor's License No. 266211 ("PRINCIPAL") a contract for performance of the work described as Annual Landscape Maintenance Services at Fairmount Golf Course; RFP No. 2392 ("CONTRACT"), the terms and conditions of which are incorporated herein by reference; and

WHEREAS, the CONTRACT requires PRINCIPAL to furnish this Performance Bond ("BOND") to guarantee PRINCIPAL's faithful performance of all provisions of the CONTRACT; and

WHEREAS, _____ ("SURETY"), a corporation legally authorized to execute and furnish performance bonds as sole surety in the State of California, is willing to act as PRINCIPAL's SURETY in the making and giving of this BOND.

NOW, THEREFORE, we PRINCIPAL and SURETY hereby hold and firmly bind ourselves to pay to CITY in lawful United States currency the principal sum of Four Hundred Sixty-Six Thousand Eight Hundred Dollars (\$466,800.00), for which payment well and truly to be made to CITY or CITY's successors or assigns we hereby bind ourselves and our heirs, legal representatives, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND IS THAT IF PRINCIPAL or PRINCIPAL's heirs, legal representatives, successors or assigns shall in all things stand to, abide by, and well and truly keep and faithfully perform all of the covenants, conditions and promises in the CONTRACT, including its work Guaranty, and all alterations thereof made as therein provided on PRINCIPAL's part to be kept and performed at the time and in the manner specified therein, and in all respects according to their true intent and meaning, and shall indemnify and save harmless CITY and CITY's officers, employees and agents as therein specified, then this obligation shall become null and void; otherwise, it shall be and remain in full force and binding effect.

SURETY hereby agrees that no change in the terms of the CONTRACT or the work to be performed thereunder, or any extension of time for completion thereof, shall in any way relieve it of its obligations under this BOND, and hereby waives notice of any change or extension thereof, and further waives the provisions of California Civil Code sections 2819 and 2845.

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IN WITNESS WHEREOF, we sign and seal this BOND on _____, 2025.

Correspondence or claims relating to
this BOND should be sent to SURETY at

BRIGHTVIEW LANDSCAPES SERVICES, INC.,
a California corporation
the following address:
Principal

By _____ (Seal)

Typed Name and Title

Surety

Attorney-In-Fact (Seal)

Telephone Number _____

Note: Signatures of those executing for
SURETY must be acknowledged, and a
Power of Attorney attached.

Typed Name and Title