

Request for Proposal

Maintenance and Operation of Laurelwood Golf Course

Solicitation No. 2012200119

Due Date and Time:

August 9, 2012

2:30 PM

CITY OF EUGENE



Central Services

Finance Division/Purchasing
100 West 10th Avenue, Suite 400
Eugene, Oregon 97401
Telephone: (541) 682-5055
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Laurelwood Golf Course Contractor RFP

Table of Contents

Section	Title	Page
I.	Invitation to Submit Proposals	1
II.	Instructions to Offerors	2
III.	Sustainability	6
IV.	Proposal Schedule	8
V.	Requirements / Specifications	9
VI.	Maintenance Services Requirements and Specifications	14
VII.	Financial History	25
VIII.	Proposal Submittal Requirements	30
IX.	Proposal Evaluation Criteria	35
X.	Proposal Evaluation Procedures	37
XI.	Estimated Annual Operation Budget Forms	40
XII.	Standard Proposal Form	52
XIII.	Sample Contract	54
XIV.	Reference Link to City of Eugene Integrated Pest Management Policy and Operations Manual with Laurelwood Golf Course Appendix	67
XV.	Appendix, Photos and Maps	68
	Appendix 1 – City Suggested Maintenance Schedule	
	Photo #1 Laurelwood Golf Course Driving Range View	
	Photo #2 Laurelwood Golf Course Parking Lot View	
	Map 1 – Laurelwood Park Site Map	
	Map 2 – City Maintained Storm Drainage System	

I. INVITATION TO SUBMIT PROPOSALS

CITY OF EUGENE
INVITATION TO SUBMIT PROPOSALS
RFP #2012200119

Notice to Offerors

Sealed proposals for **Maintenance and Operation of Laurelwood Golf Course** for the City of Eugene will be accepted by the Purchasing Office, 100 West 10th Avenue, Suite 400, Eugene, Oregon 97401 until 2:30 PM on Thursday, August 9, 2012. Proposals will be opened immediately thereafter and a record of proposals received will be made. Proposals will not be accepted after the proposal closing time and date. Proposals shall be valid for 180 days after opening unless otherwise specified in the specifications. This Invitation to Submit Proposals does not commit the City to pay any costs incurred by any Offeror in the submission of a proposal.

Project Description

In general, work includes providing maintenance and operation of Laurelwood Golf Course. The City will consider a Contractor's Agreement for five (5) years, with an option to renew for one (1) additional five (5) year period.

The contract shall be executed by no later than January 1, 2013 and the Contractor shall begin operating the facility on that date.

Solicitation Documents

Solicitation documents may be examined at the City of Eugene Purchasing Office, 100 West 10th Avenue, Suite 400, Eugene, Oregon 97401 or electronically on the eBid system at:

<https://customer.ionwave.net/eugene-or>

Offerors must submit one (1) original and two (2) copies of the proposal directly to the City's Purchasing Office at 100 West 10th Avenue, Suite 400, Eugene, Oregon 97401 before the due date and time specified in the request for proposal.

Mandatory Pre-Closing Meeting

A mandatory pre-closing meeting will be held at Laurelwood Golf Course located at 2700 Columbia Street, Eugene, OR 97403 at **3:00 P.M. Tuesday, July 10, 2012.**

Dated: June 18, 2012

Jim Ulrich, CPPB
Purchasing Analyst
City of Eugene
(541) 682-5051

II. INSTRUCTIONS TO OFFERORS

1.0 PROPOSAL FORM

- 1.1. Proposals shall be submitted on forms identical to the form provided by the City. The offeror shall make no alterations or additional stipulations on the proposal form, nor qualify the proposal in any other manner. Alteration of any part of the proposal form content will cause the proposal to be considered non-responsive.
- 1.2. All blanks on the proposal form shall be filled in electronically, by typewriter or manually, in ink. Mistakes must be crossed out and corrections typed or written in ink and initialed by the party signing the proposal. No erasures are permitted. The omission of any required information or forms may invalidate a proposal.
- 1.3. Complete sets of request for proposal documents shall be used in preparing proposals. The City does not assume responsibility for errors or misinterpretations resulting from the use of incomplete sets of request for proposal documents.

2.0 SUBMISSION

- 2.1 Deliver proposals to the City of Eugene Purchasing Office, 100 West 10th Avenue, Suite 400, Eugene, Oregon 97401 prior to the due date and time indicated in the Invitation to Submit Proposals or any extension thereof made by addendum. Proposals must be in sealed envelopes and marked with the following information:

RFP Number
RFP Title
Due Day, Date & Time
Company Name

- 2.2 Offeror is responsible for submitting their proposal prior to the closing date and time. Late proposals will not be accepted. Proposals received after the scheduled closing time for filing will be returned to the offeror unopened.
- 2.3 Oral, telephonic, telegraphic, or faxed proposals are invalid and will not be considered.
- 2.4 For purposes of review and in the interest of sustainability, the City encourages the use of submittal materials that contain postconsumer recycled content and are readily recyclable. The City discourages the use of materials that cannot be readily recycled such as PVC (vinyl) binders, spiral bindings, and plastic or glossy covers or dividers. Offerors are encouraged to print and copy on both sides of a single sheet of paper whenever possible. Color is acceptable, but content should not be lost by black-and-white scanning or copying.

3.0 PROPOSAL MODIFICATIONS

- 3.1 Any questions, clarifications, modifications, or substitutions of the specifications or contract shall be delivered to the buyer, on the form titled "SOLICITATION QUESTION, CLARIFICATION,

MODIFICATION & SUBSTITUTION FORM” attached to this solicitation (Form F), no less than five (5) calendar days PRIOR to the solicitation closing, and submitted separately from the solicitation response. Contents of questions, clarifications, modifications, or substitutions should include a reference to the page or item being addressed, the reason and any proposed alterations. Questions, clarifications, modifications, or substitutions included with the response to the solicitation may cause it to be considered non-responsive.

- 3.2 Whenever a process is designated or a manufacturer's name, brand, or item is designated or described, it shall be understood that the words, “or equal” follow such name, designation, or description, whether in fact they do so or not, unless no substitution is stated in the specifications. Submit to the buyer no later than five (5) calendar days prior to the proposal closing intent to offer an approved equal. Include detailed specifications, cut-sheets, and modifications necessary that would make the proposed item equal to the desired specifications.
- 3.3 Approval of alternate materials and equipment shall rest solely with the City and all offerors shall be notified of such approval by addenda prior to the request for proposal opening.
- 3.4 If a prospective bidder, proposer or offeror believes that the procurement process is contrary to law or that this solicitation document is unnecessarily restrictive, is legally flawed or improperly specifies a brand name, the prospective bidder, proposer or offeror may file a protest with the City. Protests must be submitted in writing to the City’s Purchasing Manager, Mia Cariaga, no less than ten (10) days prior to solicitation closing. The protest should be delivered in an envelope that is clearly identified as a protest, marked with the protester’s name and sufficient information to identify the solicitation being protested. Faxed protests shall not be accepted. The Purchasing Manager shall consider the protest if it is timely filed in accordance with City of Eugene Administrative Order 44-08-06-F, Public Contracting Regulations, Section 13.1, those regulations requiring that protests contain the following information: sufficient information to identify the solicitation that is the subject of the protest; the grounds that demonstrate how the procurement process is contrary to law or how the solicitation document is unnecessarily restrictive, is legally flawed or improperly specifies a brand name; evidence or supporting documentation that supports the grounds on which the protest is based; and the relief sought. The Purchasing Manager shall issue a decision on the protest no fewer than three (3) business days before the solicitation closing, unless a written determination is made by the Purchasing Manager that circumstances exist that justify a shorter time limit.

The Purchasing Manager’s decision may be appealed to the City Manager by notifying the City Manager of the intent to appeal within three (3) business days after the date on which the Purchasing Manager sends her decision to the protestor’s electronic or postal address specified in the written protest. The decision of the City Manager, or if no appeal is made to the City Manager, of the Purchasing Manager, shall be the final determination of the City on the protest.

- 3.5 Any written addendum issued which includes changes, corrections, additions, interpretations, or information, and issued more than seventy-two (72) hours before the scheduled closing time for filing proposals, shall be binding upon the offeror.

- 3.6 Proposals may be modified by written notification on company letterhead signed by an authorized person, stating that the new document supersedes or modifies the prior proposal.
- 3.7 Proposals may be withdrawn by written notification on company letterhead signed by an authorized person and received prior to the time and date set for closing.

4.0 CONSIDERATION OF PROPOSALS

- 4.1 Proposals will be opened publicly at the City of Eugene Purchasing Office, 100 West 10th Avenue, Suite 400, Eugene, Oregon 97401 at the due date and time indicated in the Invitation to Submit Proposals or any extension thereof made by addendum. Offerors and other interested parties are invited to be present at the opening; however, the identity of the successful offeror will not be determined at the opening time.
- 4.2 The City shall have the right to reject any proposal that attempts to change any contract term or condition, or that does not evidence the offeror's intent to abide by the specifications, or that does not otherwise comply with all requirements set forth in the request for proposal documents or in the Oregon Public Contracting Code.
- 4.3 The City may, in its discretion, reject any or all proposals and/or cancel or delay or suspend the request for proposal or award at any time prior to execution of the contract upon the City's determination that it is in the public interest to do so.
- 4.4 It is the intent of the City to award a contract based on evaluation factors contained in the proposal, provided the proposal has been submitted in accordance with the requirements of the request for proposal documents, and does not exceed the funds available.
- 4.5 Unless otherwise provided in the request for proposal documents, the City shall provide written notice by regular mail or facsimile of the City's intent to award the contract. The notice of intent to award shall not be final until the later of the following:
 - a. Seven (7) calendar days after the date of the notice, unless a longer period to file a protest of award is provided in the request for proposal documents.
 - b. Until the Purchasing Manager provides a written response to all timely filed protest, if any, that denies the protest and affirms the award; or until any appeal of the Purchasing Manager's decision regarding a protest has been reviewed by the City Manager.

Offerors may protest the notice of intent to award the contract in accordance with City of Eugene Administrative Order 1415, Public Contracting Regulations, Section 13.2.

5.0 MATERIAL PURCHASES

- 5.1 The price offered must be exclusive of any sales, purchaser, or consumer tax. Tax exemption certificates will be furnished upon request. Packing and transportation expenses are the responsibility of the offeror. All prices quoted must be F.O.B. Destination, Freight Prepaid and Allowed, delivered and unloaded at delivery address listed.
- 5.2 Include complete standard warranty information and factory specifications on any equipment offered. For the warranty, include the length of time, covered components, repair site (city or

contractor site) and availability of parts and service not covered under the warranty. If an extended warranty is available, include the details of the extended warranty.

- 5.3 The City shall give preference to materials and supplies manufactured from recycled materials when available at a cost no greater than five (5) percent above the cost of comparable products manufactured from virgin materials. Subsequent contract or purchase order award will be based on these criteria and may contain applicable standard contract provisions as required by law.

6.0 PUBLIC RECORDS

- 6.1 This request for proposal and one copy of each original proposal received in response to it, together with copies of all documents pertaining to the award of a contract, shall be kept by the City of Eugene Purchasing Office and made a part of a file or record which shall be open to public inspection. If a proposal contains any information that is considered trade secret under ORS 192.501(2), each sheet of such information must be marked with the following;

“This data constitutes a trade secret under ORS 192.501(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS 192. “

The Oregon Public Records Law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies only “unless the public interest requires disclosure in the particular instance, “ORS 192.501(2). Therefore, non-disclosure of documents or any portion of a document submitted as part of a proposal may depend upon official or judicial determinations made pursuant to the Public Records Law.

- 6.2 The above restrictions may not include cost or price information which must be open to public inspection.

7.0 SAMPLE CONTRACT

- 7.1 Included in this RFP is a sample contract substantially similar to the contract that will be signed by the successful offeror for this project. If a potential offeror would like to request any modifications to this contract, offeror must do so according to the directions in Section II Instructions to Offerors, Item 3.1.
- 7.2 The contract will embody the entire agreement of the parties. There will be no promises, terms, conditions, or obligations other than those contained within. This contract shall supersede all prior communications, representations or agreements, either oral or written, between the parties, including any conflicting statements in the Request for Proposal and its specifications.

III. SUSTAINABILITY

The City is interested in products and services that have a reduced impact on human health and the environment and that more fully support communities and economies when compared to competing products and services serving the same purpose. For more information regarding sustainability in procurement and related City policy and plans, please refer to the City's Sustainable Purchasing website at <http://www.eugene-or.gov/sustainpurch>. The awarded offeror will be expected to support the City's goals by implementing the following strategies where applicable.

1.0 WASTE REDUCTION

Pursuant to City Zero Waste efforts, the City aims to prevent waste where possible. In order to increase efficient use of resources, the awarded offeror shall adhere to the following items as applicable.

- 1.1 Packaging for goods that is unnecessary beyond packaging compliance or practical safe shipping methods shall be reduced. Offeror to ship goods utilizing one or more of the following methods:
 - a. Ship products in reusable, refillable, or returnable containers. For example, reusable trays or totes, which can be stored and returned;
 - b. Minimal packaging material used inside containers. This includes eliminating or reducing the amount of non-recyclable bubble wrap, foam pellets or other like material;
 - c. Eliminate non-essential parts of packaging, such as individual wrapping of components;
 - d. Use packaging made with recycled content, biodegradable, and/or non-toxic materials.
 - e. No point of purchase material or promotional literature.
- 1.2 The awarded offeror is to duplex all paper materials that are prepared for the City under the contract, whether such materials are printed or copied, except when impracticable to do so due to the nature of the product being produced.

2.0 IDLING REDUCTION

- 2.1 In the interest of reducing air and noise pollution and promoting energy conservation, all gasoline and diesel powered vehicles and equipment shall be idled only as necessary to perform the required duties, including delivery, and for the essential function(s) of the equipment. A driver of a vehicle must turn off the engine upon stopping at the destination, and must not cause or allow an engine to idle at any location for more than 20 seconds. This idling policy applies except in the following situations:
 - a. The health and safety of employees, sub-contractors or public is compromised in turning off the vehicle.
 - b. The engine is required to power auxiliary equipment (e.g. hoist, lift platforms, hydraulic tools, inverters, compactors, medical equipment, specialized public safety radio communication and computer systems, etc.)
 - c. Vehicle/equipment manufacturer requires additional idle time for warm up or cool down for efficient and proper mechanical or functional operation of the unit.

3.0 ENVIRONMENTALLY PREFERRED PRODUCTS

To promote and encourage environmentally sustainable practices for companies doing business with the City, the City requests vendors under City contract use environmentally preferable products in production of City work products.

3.1 The awarded offeror should use environmentally preferable materials that meet performance requirements wherever practical in the fulfillment of this agreement. Environmentally preferable products and services have characteristics that include but are not limited to the following:

- Energy Efficient
- Reusable or upgradeable
- Recyclable
- Contain post-consumer recycled materials
- Produce fewer polluting by-products and/or safety hazards during manufacture, use or disposal, and/or
- Are certified by an independent accredited third party program such as EcoLogo or ENERGY STAR.

3.2 The City desires the use of post-consumer recycled content, chlorine-free paper to encourage environmentally preferable practices for City business wherever practical in the fulfillment of the scope of work.

4.0 SOCIAL EQUITY

4.1 The City supports the utilization of Minority, Women, Emerging Small Businesses (M/W/ESB), local businesses, Disadvantaged Business Enterprises and Qualified Rehabilitation Facilities (QRF) at both a prime and subcontracting and/or supply chain level. The City encourages the awarded offeror to use the following voluntary practices to promote open competitive opportunities for disadvantaged businesses:

- a. Access lists of certified minority, women, emerging small business or disadvantaged business enterprises from the Oregon State Office of Minority, Women and Emerging Small Business (OMWESB) by visiting their website at:
<http://www4.cbs.state.or.us/ex/dir/omwesb/>
- b. Visit the Oregon State Qualified Rehabilitation Facilities Program website at <http://dasapp.oregon.gov/qrf/index.aspx> to search for Qualified Rehabilitation Facilities from whom to procure products or services.

IV. PROPOSAL SCHEDULE

The following is the anticipated schedule for submission and review of proposals, negotiations and certain post-contract activities. The anticipated schedule is subject to change by the City as required to suit the needs of the overall project. **Any change to the submittal deadline will be done by an addendum to the RFP.**

ACTIVITY	DATE
▪ Request for Proposals issued	Monday, June 18, 2012
▪ Mandatory Pre-Closing Meeting at 3:00 PM	Tuesday, July 10, 2012
▪ Deadline for protests and requests for changes	Thursday, July 19, 2012
▪ Deadline for issuing addenda to RFP	Thursday, July 26, 2012
▪ RFP CLOSING & Public Opening of Proposals <i>Submit proposals not later than 2:30 PM *</i>	Thursday, August 9, 2012
▪ Notification of Short List Finalists	Thursday, August 23, 2012
▪ Short List Offeror Evaluation & Negotiations	Week of August 27 th
▪ Notice of Intent to Award**	Tuesday, September 18 th
▪ Seven Day Protest Period Ends	Tuesday, September 25, 2012
* If the City receives a request for change or protest from an Offeror in accordance with the instructions in this RFP, the City may extend the Solicitation Closing date as necessary to consider whether to issue an addendum. The City also reserves the right to delay any of the dates set forth above, if it is determined to be in the best public interest to do so. The contract shall become effective upon execution by the City.	
** Notice of intent to award will only be given to Offerors who are Short List Finalists and shall be made after completion of the short list proposal evaluation process.	

V. REQUIREMENTS / SPECIFICATIONS

1. INTRODUCTION

The City of Eugene Parks, Recreation and Open Space Comprehensive Plan sets a framework and vision for strengthening our community by preserving and enhancing our parks and open space system and providing diverse recreational experiences. The City recognizes that Laurelwood Golf Course is an integral part of the overall park and open space system, and is a valued recreational resource for this community.

At Laurelwood Golf Course, the City of Eugene has a goal of enhancing the health, physical, and economic vitality of the City by: (a) operating and maintaining a sustainable and well-conditioned golf course; (b) providing excellent customer service; (c) offering a variety of golfing and recreational opportunities for all ages and abilities at affordable and competitive prices; and (d) preserving our valuable park and open space areas by promoting a balanced and sustainable use of our natural resources.

The provisions contained in this RFP constitute the minimum requirements for any contractor awarded the agreement for the maintenance and operation of the golf course.

2. SCOPE OF PROJECT

The City of Eugene, through the Public Works Department, Parks and Open Space Division is seeking an energetic and creative contractor who is qualified to maintain and operate the nine-hole Laurelwood Golf Course, snack bar, pro shop, and meeting facility, located at 2700 Columbia Street in Eugene, Oregon, 97403, and is hereby inviting proposals from all persons or parties qualified to do so. The City seeks a contractor to provide the following services:

- Maintenance of the golf course grounds and associated property, facilities and infrastructure, and
- Operation of the golf course business and associated business activities

The City does not take an active role in the operations or maintenance of the site with the exception of items outlined herein. The City's goal is for Laurelwood Golf Course to be a self-sustaining operation where revenue supports operation and maintenance. Evaluation of proposals will be weighted based on a business plan, financial resources, and experience that demonstrate the greatest ability to meet this goal.

The course is available to the general public and is intended to serve as a golf and recreational resource to as many individuals as possible. The Offeror is encouraged to indicate in their proposal recreational services they could provide that would increase recreational opportunities for the public and increase use of the property.

3. SITE DESCRIPTION AND EXISTING AMENITIES

3.1 Size: The course is located on 60 scenic parkland acres nestled in a forested setting offering a

unique golfing experience **(see Map 1-Laurelwood Park Site Map.)** The nine-hole golf course plays from four different tees - Red – 2374 yds, White – 2659 yds, Blue – 2902 yds, Black – 3165 yds. The course plays to a par 35 and is considered a short regulation nine-hole course.

- 3.2 Location: Laurelwood Golf Course, 2700 Columbia Street Eugene, Oregon, 97403. The entrance to the clubhouse is located at the intersection of Columbia Street, a north-south residential area street, and 27th Avenue, an east-west residential area street. The golf course is roughly bordered by 27th and 28th Avenue on the north, 30th Avenue on the south, Emerald Street on the west, and Central Boulevard on the east.
- 3.3 Access: Laurelwood Golf Course is not accessible from major thoroughfares. However, the site is well located in terms of availability to a large percentage of the City's potential golf participants, and in this respect serves the market area well.
- 3.4 Surrounding Land Use: The entire golf course property is within the urban services boundary. The course and surrounding property is zoned R1–Low Density Residential. Golf courses are allowable within this zoning district.
- 3.5 Topography: The golf course is located in a picturesque, hilly location with a combination of wooded and open space areas. The view from the clubhouse and first tee captures the highlight of Eugene's ridgeline system, Spencer Butte. The predominant canopy trees on the golf course are Oregon white oak and Douglas-fir, and some of the understory and out-of-bounds areas have native wildflowers. The site is bisected by a valley that flows from the southeast corner to the northwest corner. Several smaller drainages feed this major drainage way. The highest point on the property is approximately 690 feet above sea level, while the lowest point is 210 feet lower at an elevation of 480 feet. Much of the soil has a high clay content, thus making drainage difficult in certain areas and seasons.
- 3.6 Course Irrigation System: The irrigation system was installed in the 1970's. The design of the system is considered a "block system," which means that each valve controls several sprinklers at once, as opposed to a typical "golf," (valve in-head) design, where each sprinkler is controlled separately. Most of the original Buckner 1360 cam driven sprinklers have been replaced with modern gear driven sprinklers. The City has replaced most of the original electric valves with modern (RainBird PES) valves. The satellite timers/controllers have been updated with (RainBird PAR+ES) digital units. In the courses current configuration, it is estimated that approximately 25 million gallons of water will be adequate for irrigation purposes during the 5 month irrigation season. Recent leak detection testing (October 2011) determined that the system is currently leaking water at a rate of approximately one (1) gallon per minute.
- 3.7 Buildings: A three level, 7,111 square foot building, constructed in 1920, currently serves the golfer and general community. The main level is used as a rental facility, available to the general public, and is managed through the pro-shop. This facility includes a recently remodeled kitchen and bar area as well as a dance floor. Included in the lower level is a small pro shop, snack bar and eating area, club storage and club repair areas. There are two maintenance buildings to the north of the club house that are used for supplies, equipment, and cart storage. There is also an on-course, seasonal, restroom which was constructed in 1999. Buildings are in good general condition.

- 3.8 Driving Range: A ten-station covered driving range and eight-station uncovered driving range are located southwest of the pro shop. The covered range includes a ball wash and dispensing facility for the golfer's convenience. It also has a fully accessible range station for golfers with disabilities that is large enough for cart access. The uncovered driving range was installed by the past golf course contractor and is accessible by a foot path. Developed access would increase the usability of this facility. (See Section XV, Photo #1)
- 3.9 Parking Lot: A 60-stall landscaped parking facility is located immediately in front of the clubhouse, with a separate entrance and exit from the street. (See Section XV Photo #2)
- 3.10 Neighbor use of golf course property: Historically, neighbors have had access to the golf course. It has been reported by the current contractor that neighbors walk on the course pathways, walk dogs on the course (sometimes off-leash), and bring their children onto the course. The offeror shall include in their proposal how they plan to manage neighbor use of the course, including any required changes to past use practices and how neighbor use of the course might be provided while maintaining safety and operation of the golf business.

4. CONTRACTOR REQUIREMENTS

- 4.1 Contractor's Agreement: The selected contractor will be required to enter into a Contractor's Agreement with the City (See Section XIII. Sample Contract). The City will consider a Contractor's Agreement for five (5) years, with an option to renew for one (1) additional five (5) year period.

The contract shall be executed no later than January 1, 2013 and the Contractor shall begin operating the facility on that date.

- 4.2 Service Provisions: The selected Contractor shall be responsible for providing two main services
- 4.2.1 **Maintenance of the developed golf course property.** This will include all maintenance and repair activities required to maintain the property in a condition equal to, or better than, current condition as a high-quality public golf course with associated buildings and infrastructure. The contractor shall submit a maintenance plan that meets the maintenance services requirements for Laurelwood and submit itemized cost estimation for these services.
- 4.2.2 **Golf Course Operations.** Contractor shall provide all aspects of golf course operations including pro shop, meeting room, and food service. The contractor will be responsible for all fee collection. In addition, the contractor is encouraged to provide golf instruction, golf tournaments, and other services for the benefit of the general public. Contractor is also requested to consider and propose other services that would increase revenue and public use of the Laurelwood site.
- 4.3 Periodic Reporting: In order to protect the contractor's and the City's interests in this contract, a review schedule will be set to review the health of the golf course grounds and other information that will promote the interests of both parties. The review schedule will be as follows:

4.3.1 Monthly Review. By the 10th of each month, the contractor shall submit to the City contract manager the following information:

- 1) Total Gross Revenue received the prior month
- 2) Total number of rounds played on the course.
- 3) Total costs for course maintenance broken into the following three categories:
 - a. Labor
 - b. Equipment Purchase and Maintenance
 - c. Supplies

4.3.2 Quarterly Review: For each quarter of a calendar year, contractor shall submit a full accounting of revenues and expenses. The revenue and expense information shall be classified as outlined below. In addition to a review of the financial health of Laurelwood Golf Course, the City will be conducting an on-site inspection of the health of the grounds.

- 1) Revenues should be classified into the following categories:
 - a. Green Fees
 - b. Driving Range
 - c. Food/Beverage Sales
 - d. Equipment Rental Revenue
 - e. Merchandise Sales
 - f. Lessons
 - g. Membership
 - h. Banquet Room Rental
 - i. All Other Revenue
- 2) Expenses should be classified into the following categories:
 - a. Golf Course Business Expenses
 - i. Labor
 - ii. Equipment & Equipment Related Costs
 - iii. Food & Beverage Costs
 - iv. All Other Costs
 - b. Golf Course Maintenance Expenses
 - v. Labor
 - vi. Course Maintenance Supplies
 - vii. Course Maintenance Equipment (Purchase, Rental, Lease, Loan payments)
 - viii. Maintenance of Equipment
 - ix. Proshop/Fireside Facility Maintenance
 - x. Capital Improvements
 - xi. All Other Costs
- 3) Quarters will be as follows:
 - a. First Quarter: January 1 – March 31 (report due on April 15)
 - b. Second Quarter: April 1 – June 30 (report due on July 15)
 - c. Third Quarter: July 1 – September 30 (report due on October 15)
 - d. Fourth Quarter: October 1 – December 31 (report due on January 15)

4.3.3 **Annual Review.** An annual review of the financial health of Laurelwood Golf Course will be completed. The contractor will submit to the City audited financial statements for the prior completed year by March 31 of the following year.

5. MAINTENANCE SERVICES –REQUIREMENTS and SPECIFICATIONS

5.1 **Maintenance Services -Contractor Responsibilities.** Contractor shall provide high quality Golf Course maintenance services and materials. All items shall be kept in a well-maintained condition that is safe, clean, and attractively inviting to clients and the public. The Contractor shall furnish all labor, equipment, materials, tools, services and special skills required to perform the landscape and other maintenance as set forth in these specifications and in keeping with the highest standards of quality and performance. The specifications and the **City's Suggested Maintenance Schedule** (Appendix 1) included have been prepared to describe the standard of quality, performance, and other characteristics needed to meet City requirements. The City will accept alternate proposals of a designated material, product, service, "or equal", and will determine if such alternate proposals are satisfactory in meeting mandatory requirements or specification, and if the proposed alternate meets the intent of the original mandatory requirement.

5.2 See Section VI, Maintenance Services Requirements and Specifications for an outline of the contractor responsibilities and specifications for maintaining the site.

VI. MAINTENANCE SERVICES REQUIREMENTS AND SPECIFICATIONS

Maintenance Services Requirements and Specifications

Below are listed the maintenance items that the Contractor is responsible for and the specification standard. Also listed are items or areas that are City responsibility or where the City will provide support to the Contractor. At the end of this section (item #35) is a list of all building and building systems preventative maintenance inspections which are performed by the City at Laurelwood Golf Course. The month is indicated when each inspection is typically completed. The City will work with the contractor to schedule inspection and servicing work to minimize impacts to the business operations.

1. Safety

a. Contractor

- The Contractor agrees to perform all work outlined in these specifications in such a manner as to meet all accepted standards for safe practices during the maintenance and operation and to safely maintain equipment, machines, and materials or other hazards consequential or related to the work; and agrees additionally to accept the sole responsibility for complying with all Local, County, State or other legal requirements, including but not limited to full compliance with the terms of the applicable OSHA and OR-OSHA Safety Orders, and at all times protecting all persons, including contractor's employees, vendors, members of the public or others from foreseeable injury or damage to their property. The Contractor shall identify and inspect all potential hazards at said areas under maintenance and keep a log indicating date inspected and action taken.
- The Contractor shall ensure all required certifications and training methods are adhered to and current.
- It shall be the Contractor's responsibility to inspect and identify any condition(s) that renders any portion of the areas under maintenance unsafe, as well as any unsafe practices occurring thereon. The City shall be notified immediately of any unsafe condition that requires correction. The Contractor shall be responsible for making corrections, including but not limited to, filling holes and replacing valve box covers so as to protect golfers and other members of the public from injury. The Contractor shall cooperate fully with the City in the investigation of any accidental injury or death by the public, the Contractor, or its employees, agents and representatives, or any other entity occurring in the contracted areas, including a complete written report thereof to the City within twenty-four (24) hours following the occurrence.

2. Protection of Property

a. Contractor

- The Contractor shall provide supervisory inspection of the golf course during regular hours to prevent or minimize possible damage. The Contractor shall submit to the City a report identifying any storm damage attached to a site map identifying location of damage. The Contractor's workforce shall continue to accomplish work not affected by such weather (e.g., clean-up and facility maintenance, as well as work caused by the inclement weather).
- The Contractor shall exercise due care during the performance of work in protecting from damage all existing facilities, structures and utilities both above surface and underground. Any damage to City property deemed to be caused by the Contractor's neglect shall be corrected and paid for by the Contractor at no cost to the City.

3. Equipment and Accessories

a. Contractor

- The Contractor shall provide all necessary equipment needed to meet the expectations set forth in this scope of services. The Contractor shall take all necessary precautions for safe operation of equipment and the protection of the public from injury and damage from such equipment.

4. Maintenance Records

a. Contractor

- The Contractor shall provide the City with a written schedule of the work to be performed during the following month, which includes but is not limited to: general golf course maintenance, aeration, tree trimming, pesticide applications and fertilization. The report shall be provided in a format developed by the Contractor and City. If the Contractor finds that it is not possible to maintain the submitted schedule, the City shall be advised and a revised schedule submitted.

5. Buildings Major/Structural Maintenance support

a. Contractor -None

b. City

- The City provides inspection, maintenance and repair of main plumbing lines, main gas lines, electrical wiring, heating and cooling (HVAC) systems, roof, and load bearing elements of golf course buildings.
- City shall repair or replace any system, facility, or building that is damaged or destroyed by causes other than normal wear and tear (to maximum insured value), provided, however, that Contractor will repair or replace any system, facility or building owned by City that is damaged or destroyed by negligence, recklessness, or intentional conduct of the Contractor, Contractor's employees or agents.
- During a 12-month period of time, the City currently performs 35 preventive maintenance (PM) work orders to maintain the four structures, Clubhouse, Storage

Garage, Ball Wash facility and the Maintenance building. The description and monthly schedule of the PM's are attached.

6. Roofing:

a. Contractor

- The Contractor shall keep gutters and downspouts clean at all times.

b. City

- Once a year, the City will inspect and clean the roof, including gutters and downspouts.

7. HVAC

a. Contractor- None

b. City

- Heat pump units will be serviced twice a year, including filter changes.
- Other heat sources will be serviced annually.
- Exhaust fans will be service annually.

8. Fire & Life Safety

a. Contractor

- The required fire panel monitoring is the responsibility of the Contractor. The City will require a security code from the monitoring company.

b. City

- The fire alarm system in the Main Clubhouse will be maintained, inspected and tested per NFPA by the City. The Contractor will be consulted on scheduling of the testing to keep disturbance of the operations to a minimum.
- Fire extinguishers will be inspected annually in the buildings by the City, with monthly inspections done by the site operator.
- Emergency exit lights will be inspected yearly by the City and complete battery change outs done every four years.
- The fire hydrant in the parking lot area will be inspected and tested annually by a City of Eugene fire systems contractor. This work will be scheduled to cause the least impact on operations.
- All issues, questions, or concerns by the Contractor and/or the City of Eugene Fire Marshall's office will be immediately communicated to the City will be included in conversations and/or site visits or inspections.

9. Plumbing

a. Contractor

- The grease trap in the kitchen is to be serviced twice a year at the Contractor's expense by an approved waste hauling contractor for this type of work. All grease is to be disposed of in an appropriate and environmentally safe manner, no dumping.

b. City

- General Plumbing inspections are done yearly.
- Seasonal preparedness of course rest room done twice a year.
 - Winterized in October and De-winterized in April
- The sump pump in the main clubhouse will be inspected and serviced once a year.
- The integrity of the grease trap will be maintained by the City.

10. Electrical

a. Contractor

- It is the Contractor's responsibility to perform re-lamping when a light tube is needed, with a similar T 8 fluorescence tube.

b. City

- Electrical repairs will be completed by the City as needed. All fluorescence lighting is in the process of being upgraded to T 8 lamps from T 12 to gain energy efficiencies and to improve the quality of the light provided.

11. Lock/Doors

a. Contractor

- The Contractor shall receive a base of six (6) keys for the buildings on site.
- Additional keys or replacement keys will be billed to the contractor at a rate of \$20/key

b. City

- All door hardware and locksets are the Best brand and registered to the City of Eugene. These registered locksets and hardware will be maintained by the City.

12. Pro Shop and Patio

a. Contractor

- Pro Shop shall be maintained in a safe and clean condition, presentable for clients and public use. Buildings and furnishings shall be maintained to protect these assets from undue wear or deterioration.

13. Fireside lounge kitchen

a. Contractor

- The Fireside lounge kitchen has two (2) reach-in coolers. The Contractor shall have these coolers serviced yearly.
- The Fireside lounge kitchen also has a free standing ice maker. The Contractor shall have this unit serviced once per year.
- It is the Contractor's responsibility to ensure that the Fireside kitchen and room is cleaned and sanitized after each use, including, tables, chairs, countertops, sinks, coolers, stove and icemaker.

b. City

- The Fireside lounge kitchen has a new stove that is ADA compliant. This stove will be maintained by the City.
- The Fireside lounge kitchen has two (2) reach-in coolers. It is known that the reach-in cooler on the south side no longer has parts available; if it should fail, this cooler will be removed and not replaced by the City.

14. Housekeeping

a. Contractor

- Housekeeping of all buildings will be sole responsibility of the Contractor and shall be kept to City standards per this contract.

15. Inspections

a. Contractor

- If a Local, State, or Federal inspector is on site, the Contractor shall notify the City before any inspection begins.

b. City

- The City will be performing periodical inspections of the building systems as part of the preventive maintenance program. These inspections will be done in a manner to minimize impact to business operations.

16. Paint and finishes

a. Contractor

- Painting of the interior walls of the Fireside room, clubhouse and restrooms is the Contractor's responsibility and done once within every five year period or more often if needed.
- Hardwood floor, wood finishes cleaning and care will be Contractor's responsibility. Hardwood floors shall be refinished by the contractor as needed.

b. City

- The City shall provide painting of the exteriors of all golf course buildings

17. Parking Lot and sidewalk

a. Contractor

- Any and all signage on the premises is the responsibility of the Contractor.
- All fencing associated with the structures is the responsibility of the Contractor to maintain in a condition that is safe, secure and aesthetically pleasing.
- Parking lot, adjacent landscaped beds and sidewalks shall be maintained, clean and free of debris.

b. City

- City will provide maintenance to golf course related signage (way finding signs) located off the premises.
- The City will maintain the parking lot striping to a level that is acceptable to both parties.
- The City will repair or replace damaged sidewalks around the parking lot and between the parking lot and main building.

18. Driving Range (Structure)

a. Contractor

- These facilities shall be maintained so they are safe, clean, and serviceable.

19. Driving Range (Turf Area)

a. Contractor

- Contractor shall employ any and all turf management cultural practices to ensure full turf coverage of the driving range area.

20. Cart Paths and Roads

a. Contractor

- All cart paths and walking paths shall be maintained in a manner that keeps path surfaces clean, weed-free, pothole free, and accessible for both golf cart travel and walking traffic.

21. Course Restroom

a. Contractor

- The golf course seasonal restroom shall be maintained in such a manner that provides a clean, safe, and functional facility during times of facility operation.

22. Course Drinking Fountain

a. Contractor

- Drinking fountains shall be cleaned and disinfected daily. Any leaks or plugged drains shall be repaired

23. Irrigation System

a. Contractor

- Contractor will have responsibility for maintenance, repairs, and replacement of all irrigation system components except for the mainline, isolation valves and electric valves, which will be the City's responsibility. City approval shall be obtained prior to replacement of irrigation components. Contractor shall receive approval by the City prior to any system design change. All irrigation construction work shall be inspected by the City prior to covering pipes. Contractor shall provide updated irrigation plans and as-constructs to the City for any design changes.

b. City

- The City shall be responsible for maintenance, repairs and replacement of the irrigation system mainline, isolation valves, and electric valves. Issues with this part of the irrigation system shall be reported to the City. Maintenance, repairs and replacement of all other irrigation system components shall be the Contractor's responsibility. The City will provide consultation on the golf course irrigation system and review all proposed system design changes for comments and edits before acceptance by the City.
- The Contractor shall report any leak in the mainline that is in excess of 5 gallons per minute in volume to the City. Any catastrophic leak (large amounts of water coming out of the ground) shall be reported to the City immediately and efforts shall be taken by the Contractor to close valves to the portion of the system with the leak. It is the City's goal to repair such leaks as soon as possible to reduce loss of water or disruption of irrigation. The Contractor can assist the City in locating the leak by marking the site of observed water flow or by identifying the portion of the system with the leak through valve isolation. The size of the leak should be verified by a leak detection test, by reading the amount of water passing through the meter when all water uses are off. The City will work with the Contractor to reasonably compensate for water billing associated with water leaks from the City maintained mainline.

24. Fertilization

a. Contractor

- Turf shall be fertilized as needed, to provide healthy, vigorous turf. Fertilizer rates and analysis should be based on soil test results.
- Contractor shall report fertilizer applications to the City monthly, by the 15th of the month following application. The report shall include date of application, location and total area of application, rate of application, and the fertilizer analysis.

25. Pest Management

a. Contractor

- All pest management activities shall follow the City of Eugene's Integrated Pest Management (IPM) Policy and Procedures. A link to this document is provided in Section XIV.
- Any use of pesticides and scheduled applications thereof shall be approved by the City prior to the application. All applications must be made by a State of Oregon licensed pesticide applicator with appropriate license endorsements for the application.
- Contractor shall provide the City with a post application report listing the date, target pest, product applied, amount of product used in the application and the location and size of the area treated for all applications completed in the previous month. Report shall be submitted to City by the 15th of the following month.

b. City

- The City will consult with the contractor regarding pest management at the Laurelwood Golf Course. Contractor shall make a request to the City when Contractor has a need for consultation.
- Pest control within the buildings at Laurelwood Golf Course will be the responsibility of the City
 - All pest control action taken will be in accordance with the City's Integrated Pest Management Policy and Procedures.
 - All pest control will be done by a State of Oregon Licensed pesticide contractor with appropriate licensing.

26. Tree Maintenance and Hazards

a. Contractor

- Contractor is responsible to inspect golf course trees and report any suspected hazardous conditions immediately to the City. All maintenance and storm debris cleanup of golf course trees is the responsibility of the Contractor.
- Contractor shall employ maintenance practices on the course to promote the health and safety of all trees. Contractor shall prune any damaged or diseased branches and maintain clearance height. All pruning shall follow the American National Standards Institute (ANSI) A300 Pruning Standards. If branches are 2 inches or greater in diameter, the contractor shall contact the City for inspection and approval prior to removal.
- Contractor shall consult with the City on issues concerning the proposed removal or pruning of trees at the Golf Course for course maintenance needs, such as proposals for reducing shaded areas of the course to enhance turf growth.
- In the event of a storm which damages trees, the Contractor shall initiate a hazard inspection and begin debris clean up. If hazards are found, contractor shall contact City immediately.

b. City

- The City will provide a two-person tree maintenance crew for two (2) days of work at the golf course annually.
- The City will assist with storm cleanup as resources allow. Clean up work will be prioritized behind hazard abatement and right of way storm cleanup work.
- The City will provide tree hazard assessment, tree management consultation and review of maintenance proposals, and will provide public posting of trees approved by the City for removal.

27. Drainage

a. Contractor

- Contractor shall be responsible for all course drainage facilities, ditches, and creeks except for the public, City-installed storm water mainline drainage system, as identified on Map 2 -City Maintained Storm Drainage System.

- Past contractors have installed drainage segments on the course without approval of the City. These drainage segments are not part of the public City-maintained storm drainage system. The City does not warranty the condition or functionality of these unapproved drainage segments and will not repair or maintain them. The Contractor may consult with the City and propose improvements to these drainage system segments for the City's approval. Approval will not be unreasonably withheld.

b. City

- The City will maintain the mainline storm drainage system shown on Map 2- City Maintained Storm Drainage System

28. Tees

a. Contractor

- Tees shall be maintained in such a manner that provides a playable surface that is safe and smooth. Practices should include activities that promote fast turf recovery for divot grow-in.

29. Fairways

a. Contractor

- Fairways shall be maintained in such a manner that provides a playable surface that is safe and smooth. Cultural practices should include activities that promote a healthy and dense turf cover that can recover quickly from play wear and out-compete weed encroachment.

30. Greens

a. Contractor

- Greens shall be maintained in such a manner that provides a smooth playable putting surface. Cultural maintenance practices should include activities that promote a healthy and dense turf cover that can recover quickly from play wear, to out-compete weed encroachment and minimize disease damage. Green speeds should be managed for all levels of play (e.g., a stimp meter measurement of 8 to 9 feet).

31. Rough

a. Contractor

- Rough shall be maintained in such a manner that provides a playable surface that is safe and suitable for all levels of play. Cultural practices should include activities that promote a healthy and dense turf cover that can recover quickly from play wear and out-compete weed encroachment.

32. Golf Course Accessory Equipment

a. Contractor

- Contractor shall maintain all golf course accessory equipment (e.g., signs, cups, hole marker flags, etc.) in a clean, safe, functioning condition at all times; replacing with City approved equipment and/or materials as necessary.

33. Storage Buildings and Chemical Storage

a. Contractor

- Contractor shall maintain golf maintenance storage rooms and yard in a clean, orderly, and safe condition at all times, conforming to all applicable laws and regulations. Contractor shall follow all legal requirements and safety regulations in the use and storage of chemicals, hazardous materials, supplies, and equipment at all times.

34. Fairway Edge Vegetation Removal

a. Contractor

- The contractor may request permission from the City to remove non-native understory vegetation (e.g., blackberries) adjacent to the fairways. Such removal needs be done in a manner that protects the native vegetation. The contractor shall propose a method that would achieve these goals to the City for its approval.

35. City Preventative Maintenance Schedule for Laurelwood Golf Course

a. Contractor –None

b. City

- The following is a listing, with the month scheduled, for all building and building systems preventative maintenance inspections and service work provided by the City at Laurelwood Golf Course.

Laurelwood Clubhouse Preventive Maintenance

<u>PM</u>	<u>Description</u>	<u>Due</u>
21201-A/C-1-2	SPLIT SYSTEM AIR CONDITIONER SEMI-ANNUAL MAINTENANCE	JUN
21201-A/C-1-3	SPLIT SYSTEM AIR CONDITIONER ANNUAL SERVICE	OCT
21201-C/P-1-1	CONDENSATE PUMP ANNUAL MAINTENANCE	JUN
21201-EF-1-1	EXHAUST FAN ANNUAL MAINTENANCE	FEB
21201-EF-2-1	EXHAUST FAN ANNUAL MAINTENANCE	FEB
21201-EF-3-1	EXHAUST FAN ANNUAL MAINTENANCE	FEB
21201-EF-4-1	EXHAUST FAN ANNUAL MAINTENANCE	FEB
21201-EF-6-1	EXHAUST FAN ANNUAL MAINTENANCE	FEB
21201-FSPR-1-1	FIRE ALARM SYSTEM TESTING ANNUAL MAINTENANCE	JUL

21201-FSPR-1-2	FIRE ALARM SYSTEM BATTERY INSPECTION	MAR
21201-FSPR-3-1	FIRE HYDRANT ANNUAL TEST	SEP
21201-GFU-1-3		
	GAS FIRED FURNANCE SEMI-ANNUAL MAINTENANCE	JUN
21201-GFU-1-4	GAS FIRED FURNANCE ANNUAL SERVICE	OCT
21201-GP-1-4		
	GENERAL PLUMBING SEMI ANNUAL INSPECTIONS	MAY
21201-HP-2-2	HEAT PUMP SEMI-ANNUAL MAINTENANCE	JUN
21201-HP-2-3	HEAT PUMP ANNUAL SERVICE	OCT
21201-HP-3-2	HEAT PUMP SEMI-ANNUAL MAINTENANCE	JUN
21201-HP-3-3	HEAT PUMP ANNUAL SERVICE	OCT
21201-LITE-1-1		
	EXIT LIGHTING FOUR YEAR BATTERY CHANGE OUT	FEB
21201-LITE-1-2	EXIT LIGHTING BATTERY ANNUAL TESTING	FEB
21201-PSC-1-1	PULL STATION COVER BI-ANNUAL BATTERY REPLACEMENT	OCT
21201-ROOF-1-2	ROOF INSPECTION BI-ANNUAL	NOV
21201-ROOF-1-3	SHINGLE ROOF ANNUAL MAINTENANCE	NOV
21201-ROOF-2-3	SINGLE PLY ROOF ANNUAL MAINTENANCE	SEP

Laurelwood Ball Wash Facility

<u>PM</u>	<u>Description</u>	<u>Due</u>
21207-GP-1-1	GENERAL PLUMBING ANNUAL INSPECTIONS	MAY
21207-OVRHDOOR-1-2	OVERHEAD DOOR ANNUAL MAINTENANCE	SEP
21207-ROOF-1-2	ROOF INSPECTION BI-ANNUAL	NOV
21207-ROOF-1-3	METAL ROOF ANNUAL MAINTENANCE	NOV
21207-UH-1-1		
	ELECTRIC UNIT HEATER ANNUAL MAINTENANCE	OCT

Laurelwood Maintenance Building

<u>PM</u>	<u>Description</u>	<u>Due</u>
21202-EF-5-1	EXHAUST FAN ANNUAL MAINTENANCE	FEB
21202-ROOF-1-2	ROOF INSPECTION BI-ANNUAL	NOV
21202-ROOF-1-3	BUILT UP ROOF ANNUAL MAINTENANCE	NOV

Laurelwood Storage Garage

<u>PM</u>	<u>Description</u>	<u>Due</u>
21203-ROOF-1-2	ROOF INSPECTION BI-ANNUAL	NOV
21203-ROOF-1-3	SHINGLE ROOF ANNUAL MAINTENANCE	NOV

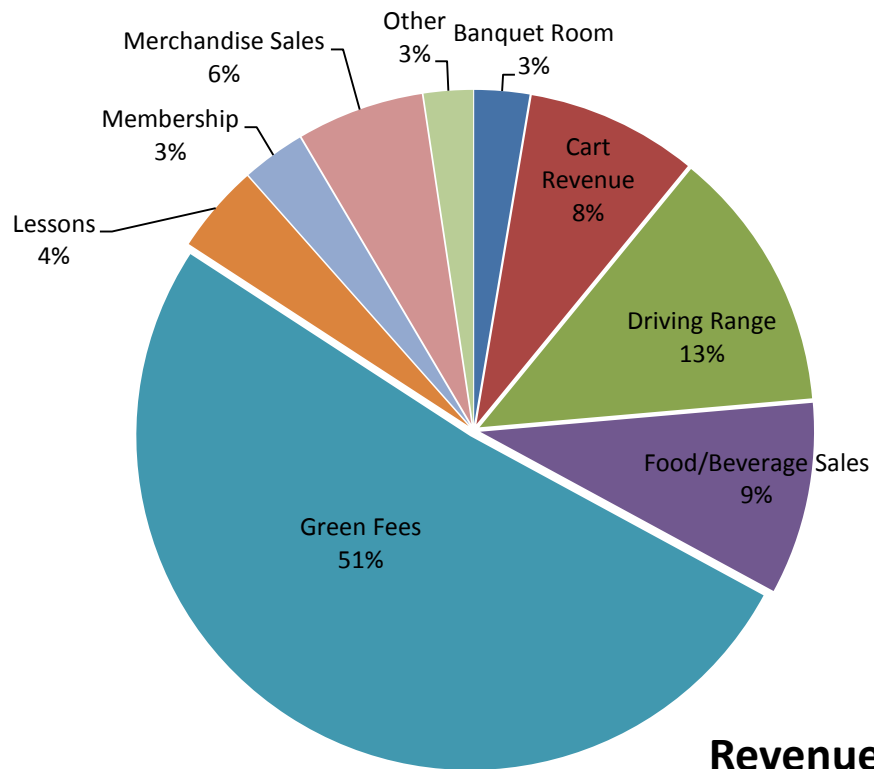
VII. FINANCIAL HISTORY

The following report indicates the total revenue generated by Laurelwood Golf Course under the previous two contractors, and the source of the revenue. This financial history is provided by the past two contractors and is for informational purposes only.

Laurelwood Revenue
Monthly Summary
April, 2012

Calendar

Year	January	February	March	April	May	June	July	August	September	October	November	December	Total
2000	\$9,819	\$11,439	\$25,205	\$40,331	\$41,210	\$48,747	\$73,478	\$61,829	\$48,096	\$28,162	\$20,789	\$12,781	\$421,886
2001	\$17,315	\$18,162	\$29,666	\$36,550	\$73,724	\$56,685	\$65,750	\$72,024	\$50,091	\$26,510	\$17,983	\$5,500	\$469,960
2002	\$12,493	\$15,234	\$24,796	\$36,935	\$51,423	\$60,831	\$61,922	\$58,116	\$42,695	\$28,614	\$22,172	\$10,192	\$425,423
2003	\$13,313	\$15,352	\$18,389	\$23,786	\$41,827	\$54,202	\$52,760	\$50,337	\$32,494	\$25,022	\$9,794	\$12,783	\$350,059
2004	\$5,651	\$14,105	\$27,278	\$40,233	\$41,664	\$53,725	\$50,579	\$41,838	\$30,478	\$23,791	\$22,702	\$12,055	\$364,099
2005	\$13,961	\$16,197	\$28,137	\$32,038	\$37,473	\$48,967	\$46,567	\$43,158	\$37,037	\$25,563	\$9,396	\$8,463	\$346,957
2006	\$9,087	\$17,936	\$20,586	\$40,168	\$41,770	\$45,808	\$53,816	\$55,816	\$45,072	\$33,958	\$8,843	\$9,424	\$382,284
2007	\$10,459	\$14,255	\$29,134	No Data due to change in Vendor						\$8,154	\$14,195	\$12,414	----
2008	\$8,867	\$17,393	\$23,418	\$31,597	\$51,503	\$66,081	\$76,063	\$65,791	\$50,362	\$39,487	\$21,375	\$12,979	\$464,914
2009	\$15,461	\$26,275	\$30,277	\$65,922	\$72,641	\$77,105	\$73,802	\$79,322	\$57,665	\$37,253	\$24,761	\$12,838	\$573,321
2010	\$21,625	\$24,549	\$30,459	\$50,700	\$59,193	\$58,392	\$73,470	\$67,423	\$45,834	\$30,641	\$14,570	\$11,792	\$488,647
2011	\$16,345	\$17,932	\$18,318	\$43,536	\$52,186	\$61,754	\$63,139	\$58,561	\$49,661	\$27,719	\$12,381	\$13,637	\$435,171
2012	\$10,941	\$15,310											



Revenue by source is based on an average of the past ten years of revenue earned.

Current Fee Schedule for Laurelwood Golf Course

Summer fees (May 12 -Sept. 30)

- 9 holes regular: \$15
- 9 holes seniors and students: \$12 (senior rate is 62 and older)
- Juniors: \$10 (17 yrs. of age and below)
- 18 holes regular: \$25
- 18 holes seniors and students: \$22 (with valid student ID)
- Weekend Rates: \$16 for 9-holes and \$28 for 18-holes

Fall/Spring Rates (Oct. 1-Nov. 30)/(March 1 - May 11)

- 9 holes regular: \$15
- 9 holes seniors and students: \$12
- Juniors \$10
- 18 holes regular: \$25
- 18 holes seniors and students: \$20

Winter Rates (Dec. 1 - February 28)

- 9 holes: \$10 (Mon.-Fri) \$12 (Sat.-Sun.)
- 18 holes: \$18 (Mon.-Fri) \$20 (Sat.-Sun)

Driving Range

- Small Bucket: \$3.50
- Medium Bucket: \$7.00
- Large Bucket: \$10.00

Power Carts

- 9 holes: \$15
- 18 holes: \$25

Yearly Golf Passes

- Single \$990/yr, 7 days
\$750/yr, weekdays
- Couples \$1,550/yr, 7 days
\$1,130/yr, weekdays
- Senior \$790/yr, 7 days
\$600/yr, weekdays
- Senior Couple \$1,250/yr, 7 days
\$900/yr, weekdays
- Family \$1,900/yr, 7 days (children under 21-maximum of 4 kids)
- Juniors \$365/yr, 7 days

Student/Faculty Golf Passes

- Yearly Golf Pass: \$900 (\$2.47 a day)
- Fall Term Golf Pass (9/26-12/9): \$175 (\$2.33 a day)
- Winter Term Golf Pass (1/9-3/23): \$175 (\$2.33 a day)
- Spring Term Golf Pass (3/28-6/10): \$250 (\$3.33 a day)
- Summer Term Golf Pass (6/20-9/2): \$330 (\$4.40 a day)

Winter Golf Passes

- Single: \$425 per person-all day-every day!
- Couples: \$650 per couple-all day-every day!
- Seniors: \$325 per person-all day-every day!
- Senior Couples: \$480 per couple-all day-every day!
- Family: \$800 per family-all day-every day!
- Juniors: \$150 per junior-all day-every day!

Fireside Room –Rental Fees

Fri., Sat., Sun. & Holidays 12pm-11:45 pm \$600 flat fee plus a \$200 damage/reservation deposit.
Mon-Thurs 9am-9pm \$350 flat fee plus a \$200 damage/reservation deposit.

Table and chair set-up/take-down: \$50 for each service rendered.
\$20.00 Tap cleaning fee if Tap's are used.

VIII. PROPOSAL SUBMITTAL REQUIREMENTS

All proposals shall be submitted in accordance with the submission requirements listed in Section II, Instructions to Offerors, Item 2.0 Submission. Proposals must contain all of the information requested in the submittal category below. A completeness check will be conducted for each proposal. A complete submittal will qualify the Offeror as a 'Responsive Offeror' to be further evaluated for possible inclusion on the Short List as described below.

Submittals

Preparation of Proposals: All responses to the RFP must be made in accordance with the specifications set forth herein. Offerors must complete and submit all information and documents required by this RFP as part of their proposal. Failure to adhere to any specifications or failure to submit all required forms and documents may result in an Offeror being deemed non-responsive.

Offerors must present evidence, satisfactory to the City, which is indicative of their ability to finance, operate, and maintain Laurelwood Golf Course. Each proposal must include the following information in the order listed below:

- A. Offeror's Experience and Operating Philosophy: Describe your experience and expertise in golf course operation and maintenance. Also, describe your approach to the operation and maintenance of the golf course, including but not limited to:
 - 1. Your businesses mission and goals and how your proposal is consistent with these.
 - 2. The beneficiaries of your proposed operations.
 - 3. The demographics of the populations you hope to serve.
- B. Services and Programs: Provide a narrative description of all services, program activities and/or events planned for the site. The narrative must include information relative to golf and non-golf activities including but not limited to:
 - 1. Course
 - 2. Driving range
 - 3. Pro shop (rentals, storage, merchandise, equipment repair)
 - 4. Instruction
 - 5. Tournaments
 - 6. Special events
 - 7. Food and beverages
 - 8. Practice areas
 - 9. Upstairs Facility (Fireside Room)
 - 10. Any non-golf recreational activities
- C. Golf Course Business Operations: Provide the proposed operations plan for all services and programs including but not limited to:
 - 1. Fees: Offeror shall list the fees proposed for all services provided. Include any planned or anticipated fee increases within the next 5 years. If there are proposed fee increases, include what the increases are based on. Also, please indicate how the proposed fees reflect the goals of the golf course.
 - 2. Hours and days of operation.
 - 3. Reservation systems (for course and meeting room).

4. Describe the number of employees and positions. Identify the staff members or positions that will be responsible for the on-site operations of the course. Include resumes and/or job descriptions and other supporting information which describes their qualifications to hold the positions.
5. Training, experience or other qualifications you will use to select staff for the operation of the course, with an indication of the skills and experience that will be recruited for employment.
6. Procedures for ensuring the safety of staff and patrons.
7. Methodology used to respond to patron and neighbor complaints, ensuring program quality and ensuring compliance with existing laws and regulations.
8. A plan to manage neighbor use of the golf course and any changes from past neighbor use that you would need to implement to successfully operate and maintain the course.
9. A description of your methods for evaluating and improving golf course operations and programs.
10. Provide an explanation of the security system or systems which you will use to provide security for the entire complex, including the course, and all buildings and ancillary structures on the premises.
11. Describe an annual plan for promoting and marketing the course and its facilities.
12. Provide a list of all proposed equipment and furnishings necessary for the operation of the golf course. Do not include equipment or furnishings that will be used to maintain the golf course, grounds, buildings or infrastructure, as these items will be listed in D(6) below. Include which equipment is currently owned by the bidder and which equipment will be purchased prior to the operation of the course. Include a cost estimate for any equipment to be purchased.
13. Offeror shall indicate in their operations plan how sustainable practices will be employed to reduce waste and reduce the consumption of resources.

D. Golf Course Maintenance (including pro-shop and upstairs facility):

1. Describe your maintenance philosophy and golf course maintenance experience.
2. Offerors must submit a detailed plan of a proposed annual maintenance schedule. Offeror must provide a cost estimate for the annual maintenance schedule submitted. Plan shall be submitted in the same format as the attached City Suggested Maintenance Schedule (Appendix 1). Offerors must fulfill the minimum maintenance requirements as outlined in Section VI, **MAINTENANCE SERVICES REQUIREMENTS AND SPECIFICATIONS**, and must specify what will be done above and beyond the minimum requirements listed in Section VI.
3. Describe the number of employees and positions. Identify the staff members or positions that will be responsible for the maintenance of the course. Include resumes and/or job descriptions and other supporting information which describes their qualifications to hold the positions.
4. Describe Offeror's knowledge and experience maintaining irrigation systems similar to Laurelwood's.
5. Provide a list of all proposed equipment and furnishings necessary for the maintenance of the golf course, grounds, buildings and infrastructure. Include which equipment is currently owned by the Offeror and which equipment will be purchased prior to the operation and maintenance of the course. Include a cost estimate for any equipment to be purchased.
6. Offeror shall indicate in their maintenance plan how sustainable practices will be used to address environmental concerns and reduce the amount of resources consumed or waste produced when delivering the requested maintenance services.

- E. Renovation/Improvement Outline: Provide a narrative description of any and all improvements proposed to be made. If the improvements are proposed to be undertaken in phases, the Offeror shall identify the start and completion of these phases and detail the approximate construction cost of each phase. Provide documentation showing how customer satisfaction with the renovation/improvement will be measured. Also, provide documentation that shows how the renovation/improvement will contribute to the long-term life and/or value of the course or facilities. Provide detailed estimate of costs to complete each of the proposed renovations or improvements.

Any costs associated with improvements will be paid by the Contractor. Offerors should not include financial contributions by the City in the proposed renovation/improvement outline.

1. Conditional Use Permit Process: Certain improvements may be subject to a conditional use permit process if the facility or usage is substantially changed.
2. Other Permits: Improvements may require building permits, site development permits, and Goal 5 permits.
3. Depreciation Schedule: Depreciation schedule for improvement projects as agreed upon by the City and contractor will be added to the contractor's agreement.

F. Cash Flow Analysis and Accounting Systems:

1. Offeror shall submit a two year cash flow analysis showing the Offeror's evaluation of Laurelwood's ability to meet operating expenses and yield an adequate rate of return to the contractor and the City. Cash flow analysis shall be submitted in the format provided in Section XI, using forms A1 through B2. Be specific as to how you derived your revenues and expenditures.
2. For years three – five of the business plan; Offeror shall submit a projected growth in business revenues & net profit. Please provide a narrative description of the activities that will be the primary driver for the business growth, using forms C and D.
3. Offeror shall identify and describe the accounting systems used to record business transactions, including a sample and/or description of the Contractor's chart of accounts, with detailed description of what makes up a specific account.

G. Financial Information:

1. A detailed presentation or audited financial statement, of the true condition of the Offeror's finances as of December 31, 2011, including the Offeror's assets, liabilities, and net worth shall be provided. Provide a current financial statement through April, 2012. Please summarize Offeror's current financial status using form E. If the bidder has a partnership or joint venture, individual financial statements must be submitted for each general partner or joint venture.
2. A recent annual credit report of each named general partner from one of the three major credit reporting agencies (Experian, Equifax, or TransUnion). The credit report must be dated within one month of the proposal submission date.
3. In the event any funds are to be borrowed to finance any portion of the operation, a letter of intent from a bank or other lending institution indicating the maximum amount which will be loaned must be attached. The letter of intent may contain the qualification that the loan

will only be made upon award of the agreement. If a line of credit is secured, attach the documents issued from the banking or financial institution. Any line of credit or letter of intent must be in the name of the offeror or partnership.

4. A general business statement of all the major business activities of the Offeror's primary business must be provided. The statement should emphasize the experience of the Offeror in the operation and/or management of a golf course(s).
5. Provide a minimum of four business references giving their names, addresses, phone numbers and relationship to the Offeror.
6. Provide a minimum of four and a maximum of six personal references including names, addresses, phone numbers and relationship to the Offeror.

H. Monetary Payment to the City:

1. A threshold of annual gross revenue shall be set where the Offeror agrees to pay to the City x% of annual gross revenue that is earned above the amount set as the threshold. The threshold set shall be equal to the cost of providing the maintenance services minus any City subsidies paid to the Offeror.

For example:

Total Golf Course Maintenance Expenses	\$100,000
City Paid Subsidy for Course Maintenance	\$ 10,000
Net Maintenance Costs Paid by Offeror	\$ 90,000

Offeror Pays x% to City on all gross revenue earned above \$90,000.

Offeror shall use Form D to state the percent of gross revenue profit sharing.

2. Request for Course Maintenance Subsidy:

In an effort to promote a successful opportunity for an Offeror to provide the requested service of this contract, the City is willing to consider granting a subsidy when the need is demonstrated for the provision of maintenance services (for course maintenance and maintenance to buildings and facilities). The amount and ability to grant a subsidy will be limited by current City budgetary resources and the City budget approval process. The Offeror is asked in this RFP to identify the amount of needed City subsidy, if any, for the first two years of the contract period. Subsidies for years three, four, and five will be identified at an annual meeting between the City and Offeror based on Offeror's need, demonstrated by financial information provided from the previous year, and City budgetary approval at that time. The City will provide a form for subsidy requests in years three through five. If the City is unable to provide a requested subsidy or if circumstances change requiring a change in agreed subsidy amount, the contractor shall follow the procedures for remedy. Offeror shall use forms A1, and A2 to request subsidies for years one and two. Additionally, Offeror shall use form D to communicate the estimated subsidy requests for years three through five.

I. Supplemental Material:

Material and data not specifically requested for consideration but which the Offeror wishes to submit, may be included as supplemental information and will be evaluated as part of the proposal.

Additional data may include, but is not limited to the following:

- D. Standard brochures and pictures of similar operations managed by the bidder.
 - E. Promotional material with minimal technical content.
 - F. Generalized narrative and supplementary information.
 - G. Supplementary graphic materials.
- J. The attached Standard RFP Proposal Form (Section XII) must be submitted with each proposal.

IX. PROPOSAL EVALUATION CRITERIA

Evaluation of the written response portion to the RFP will be based on a point system. The possible point values are listed by each evaluation category. A committee will review the responses and assign points for each category. Please see the following SECTION X. PROPOSAL EVALUATION PROCEDURES for a summary of the complete evaluation process.

The scores given for the written responses will be used to determine the Short List of Offerors for further evaluation. Items will be scored up to the maximum point value indicated in parentheses.

Evaluations will be based upon:

1. Offeror's experience and Operating Philosophy. Experience with operations of similar scale and complexity and Offeror's ability to operate the course and its facilities at a quality level. **(15 points maximum)**
 - a. Demonstrated ability and experience maintaining and operating a golf course.
 - b. Experience managing facility rentals.
 - c. Offeror's golf course operating philosophy –scope of proposed golf services and programs
 - d. Proposed staff qualifications, as a whole and individually, have the necessary skills, experience and ability to successfully operate the course and its facilities.
2. The proposed operations plan. **(20 points maximum)**
 - a. The cost (fees) for the general services and goods.
 - b. Hours and days of operation.
 - c. Reservation systems.
 - d. Staffing plan and qualifications of staff to fill positions.
 - e. Procedures for ensuring the safety of staff and patrons.
 - f. Evaluation methods for golf course operations and programs.
 - g. Marketing and promotion plan.
 - h. Security systems (buildings and course) plan.
 - i. Proposed equipment (owned and to be purchased by offeror) is the right type and amount.
3. The proposed golf course maintenance plan. Offeror's ability to maintain the course and its facilities at a quality level. **(25 points maximum)**
 - a. Demonstrated ability to meet and/or exceed minimum City standards for maintenance of Laurelwood Golf Course, as specified in Section VI **MAINTENANCE SERVICES REQUIREMENTS AND SPECIFICATIONS**.
 - b. Demonstrated knowledge of industry standards for golf course maintenance practices and procedures.
 - c. Knowledge of and experience maintaining similar irrigation systems.
 - d. Maintenance staffing plan and qualifications of staff to fill positions.
 - e. Demonstrated knowledge of environmental issues as they relate to golf course maintenance programs and procedures.

- f. Proposed maintenance equipment (owned and to be purchased by Bidder) is the right type and amount.
 - g. Estimated cost to provide the golf course maintenance services.
- 4. Sustainable Practices **(10 points maximum)**
 - a. Proposal demonstrates knowledge and implementation of sustainable business practices to reduce resource consumption and waste produced in the operation of the golf business and related services.
 - b. Proposal demonstrates knowledge and implementation of sustainable maintenance practices to reduce resource consumption and waste produced maintaining the golf course.
- 5. Offeror's financial strength, financial/accounting practices, and monetary payment to the City. **(25 points maximum)**
 - a. Ability to finance ongoing operations.
 - b. Evidence of sufficient line of credit for the operation of the golf course.
 - c. Substantiated ability to develop and manage budgets as evidenced by quality of submittal and adherence to proposal requirements.
 - d. Cost sharing threshold and percentage cost sharing offered for annual gross revenue.
 - e. Amount and duration of subsidy requested from the City.
- 6. Overall quality of the proposal, compliance with the specifications. **(5 points maximum)**

Written Proposal Total Possible Points: 100

The agent responsible for the solicitation may contact Offerors for clarification of proposals; however no additions, deletions or substitutions may be made to proposals that cannot be termed as clarifications. Offeror's responses to questions shall restate the question and provide the clarification requested.

X. PROPOSAL EVALUATION PROCEDURES

A. EVALUATION OF WRITTEN PROPOSALS:

The City will evaluate the written proposal of each 'Responsive Offeror' according to the criteria described in Section IX. on a 100-point system. A 'Responsive Offeror' means an Offeror that conforms in all material respects with the requirements set forth in the Solicitation Documents and all requirements of the Oregon Public Contracting Code and City of Eugene Public Contracting Regulations. Non-responsive Offerors will be notified that they did not meet the requirements and will be disqualified from further consideration.

A committee representative of groups who have an interest in this project will evaluate all responsive proposals and will identify a Short List group from which the final selection will be made.

B. USE OF SHORT LIST / NEGOTIATION:

At the conclusion of the rated criteria evaluation of the written proposals, and prior to selection, the City will continue the evaluation process with the three Responsive Offerors who have the highest criteria ratings (the Short List). The City may expand or decrease the Short List if, in the opinion of the Purchasing Manager, the number of proposals or the quality of the proposals warrants an increase or decrease in the number of Responsive Offerors on the Short List. The City may decide to forego evaluation of a Short List and award the contract to the highest rated Offeror from evaluation of written proposals, subject to satisfactory agreement as to preliminary design, budget and remaining unresolved contract issues.

Notice of Short List. The City will give written notice to all Responsive Offerors, identifying the Short List. A Responsive Offeror that is not on the Short List may protest the Solicitation Agent's evaluation and determination of the Short List in accordance with the provisions set forth in subsection F, RIGHT TO PROTEST- Protest of Short List Selection, at the end of this section. After the protest period, or after the Purchasing Manager has provided a final response to any protest, whichever date is later, the City will begin further selection activity with Offerors on the Short List.

Evaluation of Short List. Evaluation of the Short List will be based on criteria developed by the evaluation committee prior to the commencement of Short List evaluation. These criteria and procedures for evaluation will be issued in an addendum to the Offerors on the Short List. Criteria used as evaluation methods may include interviews, modified design plans, work samples, demonstrations, inspections, site visits, or other testing or examinations.

Negotiation with Highest Ranked Proposal. The City's evaluation team will not exhibit favoritism and will evaluate and rank the Short List Proposals using the methods described above. The City will issue an Intent to Award Notice identifying the highest ranked Offeror. An unsuccessful Offeror on the Short List may protest the City's evaluation and determination of the Short List ranking in accordance with the provisions set forth in subsection F, RIGHT TO PROTEST- Protest of Award, at the end of this section.

After the protest period for the Short List candidates or after the Purchasing Manager has provided a final response to any protest, whichever date is later, the City will begin contract negotiations with the highest ranked Offeror. The City may only negotiate an alternative term or condition submitted by a Short List Offeror if the alternative term or condition is reasonably related to the term or condition that this RFP describes as negotiable.

The matters subject to negotiation are:

1. Services to be performed by Contractor, however, the City may not negotiate specifications less than those stated as the minimum acceptable in this RFP or an addendum issued prior to the solicitation closing date;
2. Compensation and fees;
3. Contractor improvements and maintenance obligations;
4. Contract terms and provisions that the City would like to change.

C. ACTION UPON FAILURE TO EXECUTE CONTRACT.

In the event that a contract cannot be negotiated with the highest ranked Offeror, regardless of whether the City evaluates a Short List or selects the highest ranked Offeror based on written proposal evaluations, negotiations will be discontinued, and the City will start contract negotiations with the next highest ranked Offeror. Nothing in this RFP shall restrict or prohibit the City from canceling the solicitation at any time.

D. EVALUATION RECORD:

A record will be made of all criteria evaluation ratings and all other grounds upon which selection of the contractor is made.

E. SELECTION PROCESS AND NOTICE OF AWARD:

The City will select the proposal deemed most beneficial to the City based on its evaluation of the proposals. The apparent successful Offeror and all other persons who submitted proposals will be notified of the City's selection. As part of the Short List process, notice of the identity of those on the Short List will be given to all responsive Offerors, but notice of the intent to award will only be given to the Short List Offerors. Unless award of a contract is delayed by the City, written notice of award, specifying the date of selection, will be made not later than the first business day following the date of selection. Final award will depend upon the execution of an acceptable contract and delivery of performance bond and evidence of insurance, if required, and may be withdrawn by the City at any time prior to execution of the contract by the City.

F. RIGHT TO PROTEST.

An adversely affected or aggrieved Responsive Offeror must exhaust all avenues of administrative review and relief before seeking judicial review of the City's selection or Contract award decision.

Protest of Short List Selection

1. An affected Responsive Offeror may submit a written protest of the City's decision to exclude the Offeror from the Short List to the Purchasing Manager within seven (7) calendar days after issuance of the notice of the selection of the Short List.
2. The protest shall be in writing and must specify the grounds upon which the protest is based.
3. An Offeror is adversely affected only if the Offeror submitted a responsive proposal and is eligible for inclusion in the Short List i.e., the protesting Offeror must claim it is eligible for inclusion in the Short List on the basis that:
 - a. The proposal was incorrectly identified as non-responsive as per SECTION VIII: PROPOSAL SUBMITTAL REQUIREMENTS

- b. The City committed a substantial violation of a provision in the RFP or of an applicable procurement statute or administrative rule, and the protesting Offeror was unfairly evaluated and would have, but for such substantial violation, been included in the Short List
- c. The City shall not consider a protest submitted after the time period provided in this RFP. An Offeror may not protest the City's decision to not increase the number of Offerors selected for the Short List above the Short List set forth in this RFP.

Protest of Award: An aggrieved Responsive Offeror may protest the award, as provided below.

1. If the City makes the award following evaluation of a Short List, only Offerors who were on the Short List shall be considered "affected" and entitled to protest the award. An affected Responsive Offeror may submit a written protest of the City's award decision within seven (7) calendar days after issuance of the notice of Intended Award.
2. The protest shall be in writing and must specify the grounds upon which the protest is based.
3. An Offeror is adversely affected only if the Offeror submitted a responsive proposal and is eligible for award as the best responsive and responsible Offeror and is next in line for award, i.e., the protesting Offeror must claim that all higher-scored Offerors are ineligible for award (i) because their Offers were non-responsive or (ii) the City committed a material violation of a provision in the RFP or of an applicable procurement statute or administrative rule, and the protesting Offeror was unfairly evaluated and would have, but for such material violation, been the highest-ranked Offeror.

XI. ESTIMATED ANNUAL OPERATING BUDGET FORMS
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The following forms must be submitted as part of each responsive proposal. Forms A, B, and C must be filled out for contract year 1 and year 2.

FORM A1: CASH FLOW ANALYSIS

ESTIMATED ANNUAL REVENUES--LAURELWOOD GOLF COURSE

Year One (1)

	Golf Course Business
Coarse/Green Fees	\$ _____
Driving Range Fees	\$ _____
Food & Beverage Sales	\$ _____
Equipment Rentals	\$ _____
Merchandise Sales	\$ _____
Lessons	\$ _____
Fireside Room Rentals	\$ _____
Memberships	\$ _____
Other (identify)	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
Requested Subsidy from COE*	\$ _____
Total REVENUES	\$ _____

* COE stands for City of Eugene

FORM B1: CASH FLOW ANALYSIS

ESTIMATED ANNUAL EXPENSES--LAURELWOOD GOLF COURSE

Year One (1)

	Expenses
GOLF COURSE BUSINESS EXPENSES:	
Payroll	\$_____
Pro Shop Merchandise (clubs, shoes, clothing, etc)	\$_____
Food and Beverages	\$_____
General & Administration Expenses (office supplies, computers, etc)	\$_____
Insurance	\$_____
Advertising	\$_____
Purchase/Lease of Rental Equipment (balls, pull carts, power carts, clubs, etc)	\$_____
Rental Equipment Maintenance (balls, pull carts, power carts, clubs, etc)	\$_____
Depreciation (footnote methodology and attach schedules)	\$_____
Other (identify)	
_____	\$_____
_____	\$_____

TOTAL GOLF COURSE BUSINESS EXPENSES \$_____

GOLF COURSE MAINTENANCE EXPENSES:

Payroll	\$_____
Course Maintenance Supplies (fertilizer, sand, seed, fuel, etc)	\$_____
Utilities (course irrigation, etc)	\$_____

Proposer _____

Purchase/Lease of Course Maint. Equipment \$ _____

Maintenance of Course Maint. Equipment \$ _____

ProShop/Fireside Room Maintenance \$ _____

Janitorial Expenses \$ _____

Capital Improvements \$ _____

Other (identify) _____

_____ \$ _____

_____ \$ _____

TOTAL COURSE MAINTENANCE EXPENSES \$ _____

TOTAL COURSE EXPENSES \$ _____

FORM A2: CASH FLOW ANALYSIS

ESTIMATED ANNUAL REVENUES--LAURELWOOD GOLF COURSE

Year Two (2)

	Golf Course Business
Coarse/Green Fees	\$_____
Driving Range Fees	\$_____
Food & Beverage Sales	\$_____
Equipment Rentals	\$_____
Merchandise Sales	\$_____
Lessons	\$_____
Fireside Room Rentals	\$_____
Memberships	\$_____
Other (identify)	\$_____
_____	\$_____
_____	\$_____
_____	\$_____
_____	\$_____
_____	\$_____
Requested Subsidy from COE*	\$_____
Total REVENUES	\$_____

* COE stands for City of Eugene

Proposer_____

FORM B2: CASH FLOW ANALYSIS

ESTIMATED ANNUAL EXPENSES--LAURELWOOD GOLF COURSE

Year Two (2)

Expenses

GOLF COURSE BUSINESS EXPENSES:

Payroll \$_____

Pro Shop Merchandise \$_____
(clubs, shoes, clothing, etc)

Food and Beverages \$_____

General & Administration Expenses \$_____
(office supplies, computers, etc)

Insurance \$_____

Advertising \$_____

Purchase/Lease of Rental Equipment \$_____
(balls, pull carts, power carts, clubs, etc.
Include loan payments for purchased equipment, if applicable)

Rental Equipment Maintenance \$_____
(balls, pull carts, power carts, clubs, etc)

Depreciation \$_____
(footnote methodology and attach schedules)

Non-Equipment Loan Payments \$_____

Other (identify)

_____ \$_____

_____ \$_____

TOTAL GOLF COURSE BUSINESS EXPENSES \$_____

GOLF COURSE MAINTENANCE EXPENSES:

Payroll \$_____

Course Maintenance Supplies \$_____
(fertilizer, sand, seed, fuel, etc)

Proposer_____

Utilities \$_____

(course irrigation, etc)

Purchase/Lease of Course Maint. Equipment \$ _____
(Include loan payments for purchased equipment, if applicable)

Maintenance of Course Maint. Equipment \$ _____

ProShop/Fireside Room Maintenance \$ _____

Janitorial Expenses \$ _____

Non-Equipment Loan Payments \$ _____

Non-Equipment Loan Payments \$ _____

Capital Improvements \$ _____

Other (identify)

_____ \$ _____

_____ \$ _____

TOTAL COURSE MAINTENANCE EXPENSES \$ _____

TOTAL COURSE EXPENSES \$ _____

FORM C: Business Growth Projections, Year 3 – Year 5

Please provide an estimated percentage rate of growth for gross revenues and net profit for year 3 – year 5 of the offeror’s business plan. In addition, please provide a brief description of the primary activities or reasons to justify the anticipated business growth.

A. Projected Growth Rates:

	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Percent Rate Growth of Gross Revenue	_____ %	_____ %	_____ %
Percent Rate Growth of Net Profit	_____ %	_____ %	_____ %

B. Justification for Business Growth: (use additional sheets, if necessary)

Year 3:

Year 4:

Year 5:

FORM D: Profit Sharing Projections
LAURELWOOD GOLF COURSE-SUMMARY SHEET

Year 1 (from Forms A1-B1)

TOTAL REVENUES \$ _____

Subsidy from City of Eugene \$ _____

TOTAL EXPENDITURES \$ _____

Percentage of Gross Revenue Profit Sharing _____%

Year 2 (from Forms A2-B2)

TOTAL REVENUES \$ _____

Subsidy from City of Eugene \$ _____

TOTAL EXPENDITURES \$ _____

Percentage of Gross Revenue Profit Sharing _____%

Year 3 (from Form C)

TOTAL REVENUES \$ _____

Subsidy from City of Eugene (est.) \$ _____

TOTAL EXPENDITURES \$ _____

Percentage of Gross Revenue Profit Sharing _____%

Year 4 (from Form C)

TOTAL REVENUES \$ _____

Subsidy from City of Eugene (est.) \$ _____

TOTAL EXPENDITURES \$ _____

Percentage of Gross Revenue Profit Sharing _____%

Year 5 (from Form C)

TOTAL REVENUES \$ _____

Subsidy from City of Eugene (est.) \$ _____

TOTAL EXPENDITURES \$ _____

Percentage of Gross Revenue Profit Sharing _____%

Proposer _____

FORM E: SUMMARY OF FINANCIAL INFORMATION SUBMITTED WITH PROPOSAL

From the financial statements included in the offeror’s submission, please summarize the following for the offeror’s current financial health:

ASSETS: _____

LIABILITIES: _____

NET WORTH: _____

FROM THE COPY OF YOUR LINE OF CREDIT/LETTER OF INTENT, INDICATE THE DOLLAR AMOUNT AVAILABLE TO YOU:

CONFIRM NAME IN WHICH THE LINE OF CREDIT AND/OR LETTER OF INTENT IS ISSUED (if in partnership name, must have documented that partners are in agreement):

FORM F: MODIFICATION & SUBSTITUTIONS IN RFP OR CONTRACT REQUIREMENTS OR CONDITIONS

(Submit in accordance with Section II, 3.0)

Please state the RFP or contract item(s) that the Offeror proposes to change, and describe in detail the substitutions or modifications to these items. Please outline each modification or substitution separately on this form. Use additional sheets as necessary.

Company_____

Contact_____

Phone_____

Email_____

Proposer _____

Form G: Subsidy Decision Appeal –Remedy Request Form

Please detail below the specific request for appeal of the City Subsidy Decision based on one of the following remedies:

- a. Renegotiate the required services for course maintenance
- b. Other reductions of service provided under this contract to compensate for lost subsidy
- c. Request release from obligations of this contract within 90 days.

XII. STANDARD PROPOSAL FORM

CITY OF EUGENE

Solicitation No. 2012200119

Opening Date: **Thursday, August 9, 2012, 2:30 PM**

I, the undersigned, and authorized representative of _____
(Company Name)
certify the following:

Acknowledgement of terms, conditions and specifications

I have read, understand and agree to be bound by the terms, conditions, and contract provisions included in the solicitation documents as well as all addenda issued for this solicitation. I agree to fulfill the requirements to furnish all material, labor, or to perform all work as herein indicated, in strict accordance with the solicitation documents as well as all addenda issued for this solicitation. I have fully availed myself of the location or conditions under which the work is to be performed.

Compliance with Laws

In carrying out the contract Offeror shall comply with all applicable laws. Offeror certifies, under penalty of perjury, that the Offeror is, to the best of the Offeror's knowledge, not in violation of any tax law described in ORS 305.380(4).

Access to Plant or Place of Business

Offeror agrees that the City may enter a contractor's or subcontractor's plant or place of business during normal business hours for the following purposes: inspect and/or test supplies or services for acceptance by the City pursuant to the terms of the Contract, and investigate the Offeror's minority business certification or other Offeror qualifications, or to perform work intended to improve golf course facilities and infrastructure.

Noncollusion

The Offeror certifies that the offer has been arrived at by the Offeror, independently, and has been submitted without collusion, and without any agreement, understanding or planned course of action with any other contractor, Offeror, or vendor on materials, supplies, equipment or services, described in the solicitation documents, designed to limit independent offers or competition. The contents of the offer herein presented and made have not been communicated by the Offeror or their employees or agents to any person not an employee or agent of the Offeror or its surety on any bond furnished with the solicitation, and will not be communicated to any such person prior the closing time of the solicitation.

We therefore offer our services in fulfillment of the requirements and specifications contained within the solicitation documents and all addenda.

Name: _____ Title: _____

Signature: _____ Date: _____

Company Name: _____

Address: _____

Phone: _____ Fax: _____

XIII. SAMPLE CONTRACT

**SAMPLE CONTRACT
FOR THE OPERATION OF LAURELWOOD GOLF COUSE**

Fixed Term

BETWEEN: The City of Eugene, an Oregon
Municipal Corporation (City)

AND: _____, (Contractor)
a _____ organized and existing under the laws of the State
of _____

CONTRACT NO.: _____ - _____

Tax ID Number: _____

Expiration Date: _____

RECITALS

- A. Contractor is engaged in the business of Golf Course Maintenance and Operation.
- B. City desires to engage Contractor to provide the operation of a City facility as described in this agreement and Contractor is willing to provide such operation on the terms and conditions set forth herein.
- C. The contract described herein was awarded pursuant to the City's RFP 2012200119, which is incorporated and made a part of this agreement by reference.

AGREEMENT

1. Incorporation of Exhibits; Definitions; Contractor's Representations and Warranties.

1.1 Exhibits. The contract between the parties (the "Contract") includes and incorporates into this document (this "Agreement") all of the following:

1.1.1 By reference, the provisions of RFP 2012200119 are made a part of this agreement, as referenced in the Recitals.

1.1.2 Exhibit-A summarizes certain federal, state and municipal laws that apply to government contracts. The provisions of **Exhibit A** are statements of law and may not be modified.

1.1.3 Exhibit-B is to be used by the parties to set forth special provisions that are not included in the standard forms, or to delete or modify a provision of this Agreement or another exhibit. If **Exhibit B** is signed by the parties, its provisions will take priority over all conflicting provisions, except for the provisions of **Exhibit A**.

1.1.4 Other Exhibits. This Contract also includes and incorporates the provisions of the following exhibits, if signed or initialed by the parties' respective representatives. The provisions of this Agreement will have priority over all conflicting provisions of the following exhibits. [USE OTHER EXHIBITS AS REQUIRED]

Exhibit C Compensation Schedule

Exhibit D Contractor's standard forms, if any

1.2 Definitions. With the exception of proper nouns, capitalized terms not otherwise defined herein shall have the following meanings.

1.2.1 "Agreement" means this document, entitled Personal Services Contract and ending with the signatures of all parties.

1.2.2 "Contract" means the written statement of the parties' mutual and respective agreements, promises, undertaking and rights as set forth in this Agreement and all incorporated exhibits.

1.2.3 "Services" means all of the products, properties and services to be provided by Contractor under this Contract, as set forth in the RFP and further described in Exhibits attached.

1.3 Contractor's Representations and Warranties. Contractor makes the following representations and warranties to City:

1.3.1 Contractor and Contractor's personnel are and will at all times hereunder be fully qualified by all necessary education, training, experience, licensure and certification to perform the Services.

1.3.2 As of the date of execution hereof, there are no claims or suits or proceedings, or threats thereof, seeking to enjoin the execution of the Contract by Contractor or the effect of which could prevent Contractor from performing or having the authority to perform the Services.

1.3.3 Neither the execution of the Contract nor the performance of the Services will constitute a breach or violation of any other contract, agreement, or law by which Contractor is bound or to which Contractor or any of its personnel who will perform the Services are subject.

1.4 Rights to be Granted.

1.4.1 City grants to Contractor the right and privilege to promote and operate events and business at Laurelwood Golf Course within the guidelines set forth herein. Contractor shall have exclusive rights and responsibilities to promote and advertise business at Laurelwood Golf Course. Contractor shall not use Laurelwood Golf Course for purposes other than those outlined or to conduct any other business without City's prior written consent.

1.4.2 The City's right to do work. The City reserves the right to do work as required within the contract area. The work referenced herein may include but is not limited to capital improvements and/or alterations intended to improve golf course facilities

and infrastructure. Every effort will be made by the City to coordinate such work with the Contractor to minimize any adverse effect to the business operations of the Contractor.

2. Services.

- 2.1 Commencement.** Contractor shall begin operating Laurelwood Golf Course on January 1, 2013.
- 2.2 Key Personnel.** Contractor has agreed that certain key personnel shall be assigned to perform certain parts of the Services, as described below: Removal of these key personnel from the specified tasks without the prior approval of City will be a material breach of the Contract. [INSERT NAMES OF KEY PERSONNEL (IF ANY) OR "NONE" AND WHAT PART OF THE SERVICES THEY WILL PERFORM.]
- 2.3 Security.** If the Services will be performed on City property, Contractor will comply with all of City's security policies and procedures.

3. Term.

- 3.1 Initial Term.** The initial term of this Agreement shall commence on the Effective Date set forth in the caption to this Agreement and shall expire on the fifth anniversary of the Effective Date.
- 3.2 Renewal Term.** Unless either party provides the non-renewal notice described in this subsection 3.2, the term of this Agreement shall be automatically extended for one consecutive five-year renewal term. The new five-year term shall commence on the date of expiration of the initial term and expire on the fifth anniversary thereof.

Either party may elect not to renew this Agreement at the end of the five-year term by giving written notice to the other party by July 31 of the final year of the five-year term. If the contract will not be renewed, the Contractor shall remove all of the Contractor's personal property from the Laurelwood Golf Course premises by the last day of the contract period).

- 3.3 Contract Modifications.** Either party may also, by written notice to the other, request one or more modifications to this Agreement on or before February 1 of each year, which both parties will negotiate and agree upon prior to May 1 of the same year.

4. Compensation to the City. For the privilege to operate Laurelwood Golf Course, Contractor agrees to pay the City in accordance with the attached schedule (Exhibit C).

- 4.1 Subsidy Decision-- Appeal Procedure:**
In the event that the City is unable to provide the requested subsidy, or if unforeseen changes in the business environment occur that result in a revenue decline or expenditure increase greater than 20% of the previous year's expenditures, the Contractor shall have the right to appeal, using Form G, requesting one of the following remedies:
- a. Renegotiate the required services for course maintenance;
 - b. Other reductions of service provided under this contract to compensate for lost subsidy;

Request release from obligations of this contract within 90 days.

5. Termination. Notwithstanding any other provisions hereof to the contrary, the Contract may be terminated as follows:

- 5.1** The parties, by mutual written agreement, may terminate the Contract at any time.
- 5.2** Either party may terminate the Contract if the other party is in breach of any provision hereof which breach continues for more than 30 days after a notice describing the breach has been given unless, in the case of a breach which cannot be cured within such 30-day period, the breaching party immediately initiates and diligently prosecutes a plan of curative action that is acceptable to the non-breaching party. Notwithstanding the foregoing, termination for a recurring breach may be made if the breach is uncured within seven days after the second notice in any twelve-month period and immediately, without opportunity for cure, in the third or any subsequent notice of breach in any twelve-month period.
- 5.3** The City may terminate the Contract on any date specified in a notice if funding for the Services becomes unavailable or if the City determines that termination of the Contract is required by the public interest.
- 5.4** City may terminate the Contract immediately and without prior notice upon Contractor's failure to have in force any insurance required by the Contract, if Contractor breaches the City's security requirements, if Contractor fails to maintain any certificate or license required for performance of the Services, or as provided in Exhibit A.
- 5.5** Contractor may terminate the Contract without liability to City by providing at least ninety (90) days' prior written notice.

6. Remedies.

- 6.1** In the event of a termination of the Contract by City because of a breach by Contractor, City may complete the Services either by itself or by contract with other persons, or any combination thereof. Contractor shall be liable to City for any costs or losses incurred by City arising out of or related to the breach, including costs incurred in selecting other contractors, time-delay losses, attorney fees and the like, less the remaining unpaid balance of the consideration provided in the Contract. City may withhold payment of sums due Contractor for Services performed to the date of termination until City's costs and losses have been determined, at which time City may offset any such amount due Contractor against the costs and losses incurred by City.
- 6.2** The foregoing remedies provided to City for breach of the Contract by Contractor shall not be exclusive. City shall be entitled to exercise any one or more other legal or equitable remedies available because of Contractor's breach with or without termination.
- 6.3** In the event of breach of the Contract by City, Contractor's remedy shall be limited to termination of the Contract and payment for Services performed to the date of termination less any offset to which City is entitled.

7. Records/Inspection. Contractor shall maintain records of its charges to City under the Contract for a period of not less than three years following Contractor's completion of the Contract. Upon

reasonable advance notice, City or its authorized representatives may from time to time inspect, audit and make copies of any Contractor's records that relate to the Contract. If any audit by City discloses that payments to the Contractor were in excess of the amount to which Contractor was entitled under the Contract, Contractor shall promptly pay to City the amount of such excess. If the excess charged by Contractor for any audited period is greater than two percent of the amount that should have been charged for that period, Contractor shall also reimburse City its reasonable costs incurred in performing the audit.

8. Indemnity and Insurance Obligations.

- 8.1** Contractor shall indemnify and hold City, and its officers, agents and employees, harmless from and against all claims, actions, liabilities, costs, including attorney fees and other costs of defense, arising out of or in any way related to the operation of the facility, Contractor's failure to strictly comply with any provision of this Agreement or any other actions or failure to act by Contractor and Contractor's employees, agents, officers and contractors. In the event any such action or claim is brought against City, Contractor shall, if City so elects and upon tender by City, defend the same at Contractor's sole cost and expense, promptly satisfy any judgment adverse to City or to City and Contractor, jointly, and reimburse City for any loss, cost, damage or expense, including attorney fees, suffered or incurred by City.
- 8.2** Contractor shall be entitled to indemnification from the City for payment of damages for which City is liable under the Oregon Tort Claims Act as a result of the negligent acts of its officers, employees and agents. City shall also defend and hold harmless Contractor from all costs and expenses, including attorneys' fees at trial and on appeal resulting from any claim, suit or other action resulting from personal or bodily injury or property damage for which the City is solely liable as a result of the negligence of its officers, employees and agents; provided however, that City shall have no obligation under this Subsection 8.2 if Contractor has been negligent.
- 8.3 Insurance.** Contractor shall maintain in force for the duration of this contract the insurance coverage's specified below. Each policy required by these provisions shall be written as a primary policy, not contributing with or in excess of any coverage which City may carry. A COPY OF EACH POLICY OR A CERTIFICATE SATISFACTORY TO CITY SHALL BE DELIVERED TO CITY PRIOR TO COMMENCEMENT OF THE CONTRACT. Unless otherwise specified, each policy shall be written on an "occurrence" form with an admitted insurance carrier licensed to do business in the state of Oregon and shall contain an endorsement entitling City to not less than 30 days prior written notice of any material change, non-renewal or cancellation. In the event the statutory limit of liability of a public body for claims arising out of a single accident or occurrence is increased above the combined single limit coverage requirements specified below, City shall have the right to require Contractor to increase the Contractor's coverages to the statutory limit for such claims and to increase the aggregate coverage to twice the amount of the statutory limit. The adequacy of all insurance required by these provisions shall be subject to approval by City's Risk Manager.

Notwithstanding the general provisions concerning the City's remedies for default by Contractor, failure to maintain any insurance coverage required by this contract shall be an Event of Default and cause for immediate termination of this contract by City without notice or opportunity for cure when the failure is due to error by the Contractor.

Operation of Laurelwood Golf Course is totally prohibited during any period when there is

no workers' compensation or liability insurance coverage in full force and effect whether due to cancellation, lapse or for any reason, and automatic termination will occur if the operation is intentionally operated during any prohibited period. If it is known that coverage has lapsed, the Contractor will immediately cease operations until coverage is restored.

8.3.1 Commercial General Liability. Contractor shall maintain a broad form commercial general liability insurance policy covering all operations described in this agreement and that specifically includes coverage for injury or damage resulting from food service operations, liquor legal liability or the intentional misconduct of its employees. Limits of liability shall not be less than One Million Dollars (\$1,000,000) combined single limit per occurrence, with aggregate of Two Million Dollars (\$2,000,000), for bodily injury, personal injury or property damage. Such policy shall contain a contractual liability endorsement to cover Contractor's indemnification obligations under this contract. The policy shall also contain an endorsement naming City as an additional insured, in a form satisfactory to City, and expressly providing that the interest of City shall not be affected by Contractor's breach of policy provisions.

8.3.2 Workers' Compensation Insurance. Contractor shall comply with the Oregon Workers' Compensation law by qualifying as a carrier-insured employer or as a self-insured employer and shall strictly comply with all other applicable provisions of such law. Contractor shall provide City with such further assurances as City may require from time to time that Contractor is in compliance with these Workers' Compensation coverage requirements and the Workers' Compensation law.

8.3.3 Comprehensive Automobile Liability. Contractor shall maintain automobile liability insurance coverage of not less than five-hundred thousand dollars (\$500,000) combined single limit per occurrence for bodily injury, personal injury or property damage.

8.3.4 Property Insurance. City shall continue to provide "All Risk" property insurance coverage for all buildings and personal property owned by the City and located at Laurelwood Golf Course. However, the City reserves the right to pursue the recovery of expenses from Contractor for any damage to the building or personal property resulting from Contractor's negligence.

City does not assume responsibility for any damage to property owned by Contractor.

9. Relationship of Parties. The operation shall be the sole business of Contractor and not a joint venture or endeavor with City. Whether Contractor is a corporation, partnership, other legal entity or an individual, the Contractor is an independent Contractor and shall never be deemed to be engaged in any partnership with City or to be performing services for the benefit of City. Contractor is not to be deemed an employee or agent of City and has no authority to make any binding commitments or obligations on behalf of City except to the extent expressly provided herein.

10. Relocation or Addition of Movable Improvements.

- 10.1 Plans.** Any proposed changes to the existing buildings and /or landscaped golf course facilities shall not be made without the prior written consent of City, whose consent shall be given or withheld in City's sole discretion. City shall have fifteen (15) City business days after receipt of Contractor's plans to respond to Contractor's request for changes. City may condition its consent on Contractor's modification of the plans as necessary to comply with applicable City and state standards for construction. Contractor shall revise the plans in compliance with City's comments and deliver copies of final construction documents to City not later than twenty (20) business days after receipt of City's requested modifications. The cost of all design work, the production of all plans and specifications and compliance with all applicable laws and permits shall be solely at Contractors expense unless identified as otherwise in this document. Upon approval of the design by City, Contractor shall, at its own expense, apply for and obtain all permits required to begin and complete construction. A copy of Contractor's final designs and specifications and all required permits shall be delivered to the City. City's approval of proposed changes shall not be a guarantee that the necessary permits shall be granted.
- 10.2 Construction.** Contractor shall coordinate any approved construction activity with the City representative to assure minimal interference with other City departments and use of adjacent City-owned property. The cost of all improvements, equipment and furnishings for the proposed buildings shall be made at Contractor's expense except as otherwise provided herein. All improvements and furnishings shall be made of new or recycled material and constructed and installed in a good and professional manner in compliance with all safety laws and regulations. Improvements made by Contractor shall be the property of City unless it is mutually agreed that the Contractor shall have the right to remove such improvements upon termination of this Agreement, provided that Contractor shall make repairs to any damage caused by the removal.
- 10.3 Contractor's Maintenance Obligations.** At all times during the term of this Agreement, Contractor at its sole expense shall maintain Laurelwood Golf Course in good order, condition and repair, and as outlined in Exhibit C. Contractor shall keep and maintain all furnishings and equipment supplied by the City for use in the operation in good and clean condition and shall immediately report to City staff any damage, theft or breakage. Contractor and City shall determine together how to address the damage, theft, or breakage, including but not limited to, determining which party shall bear the costs of repair or replacement. Contractor shall monitor the condition of the restrooms as needed to assure they are in a clean and well-supplied condition during its business hours, and shall immediately report to the City the need for repair and how the Contractor proposes to complete the repair. Such proposed repair plan shall be subject to City's approval. If Contractor fails to maintain Laurelwood Golf Course per this agreement, the City may, at its discretion, perform the maintenance work and bill the Contractor at normal City rates, or cause the maintenance work to be done and bill Contractor for the actual cost.
- 10.4 Site and Grounds Maintenance.** During the term of this agreement, Contractor shall be responsible to perform regular site and grounds maintenance as outlined in Exhibit C.
- 10.5 Scheduled Preventative Maintenance.** During the term of this agreement, Contractor shall be responsible for performing regular, scheduled preventative maintenance tasks as outlined in Section VI Maintenance Services –Requirements and Specifications of the RFP.

11. City's Right of Inspection and Audit.

- 11.1 Inspection of Laurelwood Golf Course.** City representatives will have access as necessary to the venue and all of the contained structures to inspect the condition of the facilities and to determine Contractor's compliance with its obligations under this agreement. City will notify the Contractor with 24 hours' notice for the purposes of inspection, observation or examination related to maintenance and repair issues, except in the case of emergency situations where access must be immediate. A Contractor representative will have the option of accompanying the City representative for all visits.

It is understood that notice is given by this agreement that City representatives will be on site during events for purposes of inspection and observation. It is further understood that certain non-public areas of the venue may be restricted during events and will require escort by Contractor representative.

- 11.2 Records Inspection and Audit.** Upon reasonable advance notice, City or its authorized representatives may from time to time inspect, audit and make copies of any of Contractor's records that relate to this Agreement. If any audit by City discloses that payments to the City were less than the amount to which Contractor was obligated under this Agreement, Contractor shall promptly pay to City the amount of such underpayment. If an audit shows that Contractor's underpayment for any period audited was in excess of 10% of the total amount due for such period, Contractor shall reimburse City for all costs of the audit. Contractor shall pay interest on the amount of the underpayment at the rate of 12% per annum, compounded on a daily basis from the due date of each underpayment.

- 12. Abandonment.** If Contractor fails to operate the golf course for thirty days (30) without reasonable cause, and written notification to, and express, prior written approval of City, City may treat such inactivity as a default under this Agreement and City may exercise any rights it may have as in the case of a default for which Contractor is not entitled to notice. Only those circumstances that are beyond the reasonable control of Contractor and make it impracticable to continue operations will be deemed reasonable cause for suspension of operations. Any personal property of Contractor remaining at the golf course thirty (30) days after a termination of this Agreement for any reason shall be deemed abandoned by Contractor, title to such property shall vest in City, and City may make any disposition of such personal property as it deems appropriate. City may charge Contractor for the reasonable costs incurred in disposing of such personal property.

- 13. Default.** The following shall constitute an "Event of Default" under this Agreement:

- 13.1 Non-Payment.** An Event of Default shall occur if Contractor fails to pay any payment to City when due, and such failure continues for ten (10) days after written notice is given to Contractor, provided City shall not be required to give written notice more than once during any twelve-month period. After notice has been given once, Contractor shall be deemed in default, without the opportunity to cure, for any subsequent failure to pay fees during the ensuing twelve-month period if such failure continues for ten (10) days after the same becomes due.
- 13.2 Breach of Other Obligations.** Except as otherwise provided in this Agreement, an Event of Default shall occur upon the failure of Contractor to cure a violation of any term, provision or condition of this Agreement within thirty (30) days after written notice is given to

Contractor by City specifying the nature of the default with reasonable particularity. If the default is of such a nature that it cannot be completely remedied within thirty (30) days, this provision shall be deemed complied with if Contractor begins correction of the default within the thirty (30) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable. City may require, as a part of the cure of any violation by Contractor, reimbursement by Contractor to City of any and all costs and expenses incurred by City by reason of Contractor's violation of this Agreement.

13.3 Second failure to cure. If Contractor cures a deficiency in the manner described in subsection 12.2, Contractor's subsequent failure to comply with the same term or condition shall constitute a default without requirement of opportunity to cure.

13.4 Insolvency. Contractor shall also be in default in the event of Contractor's insolvency; an assignment by Contractor for the benefit of creditors; the filing by Contractor of a voluntary petition in bankruptcy; adjudication that Contractor is a bankrupt; the filing of an involuntary petition in bankruptcy and the failure of Contractor to seek a dismissal of the petition within thirty (30) days after the filing; and the attachment of or the levy of execution on the leasehold interest and failure of the Contractor to secure a discharge of the attachment or release of the levy of execution within ten (10) days after such attachment or execution.

14. Remedies on Default. In the Event of a Default, this Agreement may be terminated at the option of the City by giving notice in writing to Contractor. The notice of termination may be included in a notice given under Section 12. If the Operation is abandoned by Contractor in connection with a default, termination shall be automatic and without notice. If this Agreement is terminated for any reason, Contractor's liability to City for damages for breach shall survive such termination, and the rights and obligations of the parties shall be as follows:

14.1 Contractor shall vacate Laurelwood Golf Course immediately; remove any property of Contractor, including any fixtures which Contractor is allowed or required to remove at the end of the Agreement term; perform any cleanup, alterations or other work required to leave Laurelwood Golf Course in clean and usable condition; and shall deliver all keys to City.

14.2 City may re-enter, take possession of the operating areas, and remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages.

14.3 Following re-entry or abandonment, City shall have no further obligation hereunder and may grant all operation rights and privileges to any other entity.

14.4 The foregoing remedies shall be in addition to and shall not exclude any other remedy available to City under applicable law.

15. Attorney Fees and Costs. In the event action is commenced to enforce or interpret any of the terms of this Agreement, including but not limited to, any action or participation by Contractor or City in, or in connection with, a case or proceeding under the Bankruptcy Code or any successor statute, the prevailing party shall be entitled to recover all expenses reasonably incurred at, before and after trial and on appeal and review, whether or not taxable as costs, including, without limitation, attorney fees (including estimated fees to collect a judgment

entered in favor of the prevailing party), witness fees (expert and otherwise), deposition costs, copying charges and other expenses.

Attorney Fees: If any suit, action, arbitration or other proceeding is instituted upon this Contract or to enforce creditor's rights or otherwise pursue, defend or litigate issues related to or peculiar to federal bankruptcy law (including, but not limited to, efforts to obtain relief from an automatic stay), or any other controversy arises from this Contract the prevailing party shall be entitled to recover from the other party and the other party agrees to pay the prevailing party, in addition to costs and disbursements allowed by law, such sum as the court, arbitrator or other adjudicator may adjudge reasonable as an attorneys' fee in such suit, action, arbitration or other proceeding, and in any appeal. Such sum shall include an amount estimated by the court, arbitrator or adjudicator, as the reasonable costs and fees to be incurred in collecting any monetary judgment or award or otherwise enforcing each award, order, judgment or decree entered in such suit, action or other proceeding.

The award of costs and expenses after trial de novo following arbitration under ORS 36.400 et seq. shall be made as provided for in ORS 36.425. The award of costs and expenses after appeal from a judgment entered after trial de novo shall be to the prevailing party designated as such by the appeals court.

- 16. Compliance with Laws.** Contractor shall comply with all applicable Federal, State and local laws, rules, ordinances and regulations at all times and in the performance of the Services, including all applicable provisions of Exhibit A.
- 17. Notices.** Any notice permitted or required by the Contract shall be deemed given when personally delivered or upon deposit in the United States mail, postage fully prepaid, certified, and with return receipt requested, to the persons and addresses shown below. In addition, if directions for telephonic transmission ("FAX") are set forth below, notices may be delivered by FAX.

Notices sent by certified mail will be deemed delivered three business days after placement in the mail and notices sent by FAX will be deemed delivered when successful transmission is electronically confirmed. Except as expressly provided in the Contract, required notices must be signed by the person designated to receive notices, or that person's designee or attorney.

Contractor: _____

City: Kevin Foerstler, Operations Supervisor
City of Eugene Public Works, Parks and Open Space Division
1820 Roosevelt Blvd., Eugene, Oregon 97402
Phone: 541-682-4800; Fax: 541-682-4882
Email: Kevin.J.Foerstler@ci.eugene.or.us

Each party shall notify the other of any change in the name, address or FAX instructions to be used for delivery of notices.

- 18. Integration.** The Contract embodies the entire agreement of the parties concerning the Services. There are no promises, terms, conditions or obligations other than those contained herein. The Contract shall supersede all prior communications, representations or agreements, either oral or

written, between the parties. The Contract shall not be amended except in writing, signed by both parties.

19. Survival. Any duty, liability or obligation of a party which arises under this Contract, including without limitation, obligations with respect to indemnification, shall survive the termination or expiration of this Contract and shall be legally enforceable until satisfied by performance or payment, or until enforcement is legally precluded by lapse of time.

20. No Third-Party Beneficiaries. There are no third-party beneficiaries of this Contract. The parties agree and intend that this Contract shall be enforceable only by the parties and their duly authorized representatives.

In witness whereof, the -parties have, through their duly authorized representatives, have executed this Agreement on the dates set forth below.

City of Eugene

By: _____ Date: _____

Certification of Signatory: If Contractor is other than one or more individuals who have signed below, the individual(s) signing on behalf of Contractor certifies and swears under penalty of perjury and warrants to City that: (a) the full legal name and status of Contractor are as set forth in the caption to this Agreement, and (b) s/he is authorized to execute and deliver this Agreement to City of behalf of, and as the act of Contractor.

By: _____ Date: _____

Tax ID No.: _____

EXHIBIT A

CITY OF EUGENE - STANDARD CONTRACT PROVISIONS Contracts Subject to ORS Chapter 279B Goods and Services including Personal Services OTHER THAN Architects, Engineers, Land Surveyors on Public Improvements

The following provisions, if applicable, are hereby included in and made a part of the attached contract between the City of Eugene and the Contractor named thereon as provided for in the Eugene Code, 1971, the revised statutes of the State of Oregon, and Federal laws, rules, regulations, and guidelines. THE CONTRACTOR AND EVERY SUBCONTRACTOR SHALL INCLUDE THESE PROVISIONS IN EVERY SUBCONTRACT SO THAT THESE PROVISIONS WILL APPLY TO, AND BE BINDING ON EVERY SUBCONTRACTOR. Failure to comply with any of the applicable provisions below shall be a material breach of the contract and may result in debarment of the Contractor or subcontractor from City contracts for up to three (3) years.

1. Fair Employment Practice Provisions (Eugene Code, 1971, Section 4.625)

1.1 During the performance of this contract, the Contractor agrees as follows:

(a) The Contractor and each subcontractor agrees that it will not discriminate against any employee or applicant for employment because of an individual's race, religion, color, sex, national origin, marital status, familial status, age, sexual orientation or source of income, a juvenile record that has been expunged pursuant to ORS 419A.260 and 419A.262, or because an individual is a person with a disability which, with reasonable accommodation by the employer does not prevent the performance of the work involved, unless based upon a bona fide occupational qualification reasonably necessary to the normal operation of the employer's business.

(b) The Contractor and all subcontractors employing 15 or more individuals will develop and implement an affirmative action plan to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, sex, age or national origin. Such plan shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

(c) The Contractor and each subcontractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Human Rights Commission setting forth the provisions of this nondiscrimination clause.

1.2 The Contractor and each subcontractor will, prior to commencement and during the term of the contract, provide to the City such documentation, and permit any inspection of records as may be required or authorized by rules adopted by the city manager to determine compliance with paragraph 1.1 above.

1.3 If upon an investigation conducted pursuant to rules adopted by the city manager in accordance with section 2.019 of the Eugene Code, 1971 there is reasonable cause to believe that the Contractor or any subcontractors of the Contractor have failed to comply with any of the terms of paragraphs 1.1 or 1.2, a determination thereof shall be made in accordance with the adopted rules. Such determination may result in the suspension, cancellation or termination of the principal contract in whole or in part and/or the withholding of any funds due or to become due to the Contractor, pending compliance by the Contractor and/or its subcontractors, with the terms of paragraphs 1.1 and 1.2.

2. ORS 279A.120 Nonresident Contractors.

2.1 As used in this section, "nonresident contractor" means a contractor that: (A) has not paid unemployment taxes or income taxes in the state of Oregon during the 12 calendar months immediately preceding submission of the bid for the contract, (B) does not have a business address in this state and (C) stated in the bid for the contract that it was not a "resident bidder" under ORS 279A.120.

2.2 If the Contractor is a nonresident contractor and the contract price exceeds \$10,000, the Contractor shall promptly report to the Department of Revenue on forms to be provided by the Department of Revenue the total contract price, terms of payment, length of contract and such other information as the Department of Revenue may require before the Contractor may receive final payment on the public contract. The City may not award a Public Improvement Contract or a Public Works Contract to a nonresident bidder that is an educational service district. The City shall satisfy itself that the requirement of this subsection has been complied with before the City issues a final payment on a public contract.

3. ORS 279B.220 Conditions concerning payment, contributions, liens, withholding. The Contractor shall:

- (a) Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract.
- (b) Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract.
- (c) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
- (d) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

4. ORS 279B.225 Condition concerning salvaging, recycling, composting or mulching yard waste material. If the contract will include lawn and landscape maintenance the Contractor shall salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost-effective.

5. ORS 279B.230 Condition concerning payment for medical care and providing workers' compensation.

5.1 The Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.

5.2 All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

6. ORS 279B.235 Condition concerning hours of labor. The contractor shall pay employees for overtime work performed under the public contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 U.S.C. 201 et seq.).

7. ORS 279B.240 Exclusion of recycled oils prohibited. Lubricating oil and industrial oil may include recycled oils or oils that are not manufactured from virgin materials.

8. ORS 279A.110 Discrimination in subcontracting prohibited; remedies.

8.1 The Contractor may not discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a minority, women or emerging small business enterprise certified under ORS 200.055.

8.2 By entering into the contract, the Contractor certifies that it has not discriminated and will not discriminate, in violation of subsection 8.1, against any minority, women or emerging small business enterprise in obtaining any required subcontract.

XIV. REFERENCE TO INTEGRATED PEST MANAGEMENT POLICY AND OPERATIONS MANUAL

Below is the Link to the City of Eugene's Integrated Pest Management Policy and Operations Manual. This policy and manual govern pest management at all City of Eugene sites, including pest management by the Contractor at Laurelwood Golf Course.

www.eugene-or.gov/posipm

XV. APPENDIX AND MAPS

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Appendix 1- City Suggested Maintenance Schedule

The following maintenance schedule is provided as a sample schedule that, if followed, would meet the specifications for this RFP.

5.1 Parking Lot, Adjacent Landscaped Beds and Sidewalks

Parking lots, adjacent landscaped beds and sidewalks shall be maintained clean and free of debris.

- 5.1.1 Inspect twice a day
- 5.1.2 Trash pickup daily or more often if needed
- 5.1.3 Clean by sweeping walks daily or more often if needed
- 5.1.4 Perform landscape maintenance, weed, prune and fertilize

5.2 Pro Shop and Patio

Pro shop shall be maintained in a safe and clean condition, presentable for clients and public use. Building and furnishings shall be maintained to protect these assets from undue wear or deterioration.

- 5.2.1 Carpet
 - a) Vacuum daily or more often if needed
 - b) Shampoo four times per year or more often if needed
- 5.2.2 Dust weekly or more often if needed
- 5.2.3 Windows and doors shall cleaned weekly or more often if needed
- 5.2.4 Interior Paint shall redone every three years or more often if needed
- 5.2.5 Tables and chairs shall cleaned after each use
- 5.2.6 Restrooms
 - a) Inspect twice a day
 - b) Clean and sanitize daily or more often if needed
- 5.2.7 Landscaping around Pro Shop
 - a) Inspect, remove litter
 - b) Perform landscape maintenance, weed, prune and fertilize

5.3 Meeting Room/Kitchen

These facilities shall be maintained so they are safe and clean and serviceable.

- 5.3.1 Clean on the first business day after each rental or use as outlined below
- 5.3.2 Carpet
 - Vacuum
 - Shampoo as needed
 - Stain removal as needed
- 5.3.3 Wood Floor
 - a) Mop after each use
 - b) Refinish as needed
- 5.3.4 Dust weekly or more often as needed
- 5.3.5 Windows and doors shall cleaned weekly or more often as needed
- 5.3.6 In the kitchen and service area the floors, cabinets, sinks, counters, and appliances shall be cleaned
- 5.3.7 Tables and Chairs shall be cleaned after each use

- 5.3.8 Restrooms shall be cleaned and sanitized
- 5.3.9 Interior Paint shall be redone every three years or more often if needed

5.4 Driving Range (Facility/Structure)

These facilities shall be maintained so they are safe and clean and serviceable.

- 5.4.1 Inspect two times per day and more often if needed
- 5.4.2 Litter shall be collected daily or more often if needed
- 5.4.3 Paint shall be redone every three years or more often if needed
- 5.4.4 All necessary repairs shall be made on as needed basis

5.5 Driving Range (Turf Area)

Employ any and all turf management cultural practices to ensure full turf coverage of the driving range area.

- 5.5.1 Range shall be mowed once a week during the growing season, (May 1st thru October 31st) or as needed to facilitate ball collection retrieval
- 5.5.2 Over-seed and top-dress any bare or thin turf areas

5.6 Cart Paths and Roads

All cart paths and walking paths shall be maintained in a manner that keeps path surfaces clean, weed-free, pothole free and accessible for both golf cart travel and walking traffic.

5.7 Course Restroom

The golf course seasonal restroom shall be maintained in such a manner that provides a clean, safe and functional facility during times of facility operation.

- 5.7.1 Recommend that the restroom is inspected and cleaned at least daily during times of operation.
- 5.7.2 Be winterized every year by October 31st. Restroom shall be put back in service on April 1st of the following year.

5.8 Course Drinking Fountain

- 5.8.1 Fountain shall be maintained to insure sanitary and safe operation
- 5.8.2 Shall be winterized every year

5.9 Irrigation

Responsible for maintenance, repairs and replacement of all irrigation system components except for the mainline, isolation valves and electric valves, this will be the City's responsibility. City approval shall be obtained prior to replacement of irrigation components. Obtain approval by the City prior to any system design change. All construction work shall be inspected by the City prior to covering pipes.

- 5.9.1 Irrigation Maintenance
 - a) Automatic irrigation system shall be used May 1st through October 31st
 - b) Cut around every sprinkler with spring start-up and as needed for proper operation

- c) Throughout the irrigation season perform regular system checks, monitor and adjust to ensure proper coverage and performance
- d) Repair any damaged component as failure occurs throughout the operating season
- e) Controls shall be repaired as needed

5.10 Fertilization

Fertilize as needed to provide healthy, vigorous turf. Fertilizer rates and analysis should be based on soil test results.

5.10.1 Fertilization rates

- a) Fertilize tees as needed. 3 to 6 pounds, N/1000 square feet per year
- b) Fertilize fairways as needed. 3 to 6 pounds, N/1000 square feet per year
- c) Fertilize greens as needed. 4 to 8 pounds, N/1000 square feet per year

5.11 Pest Management

All pest management activities shall follow the City of Eugene Integrated Pest Management (IPM) Policy and Operations Manual – see link to the document in Section XIV. Any use of pesticides and scheduled applications thereof shall be approved by the City prior to the application.

5.12 Tree Maintenance and Tree Hazard Response

Responsible to inspect golf course trees and report any suspected hazardous conditions immediately to the City. Responsible for all maintenance and storm debris clean-up of golf course trees.

5.12.1 Tree maintenance

- a) Inspect course trees daily for any hazards. Immediately report any hazards to the City
- b) Maintain tree health and vigor through proper cultural practices
- c) All pruning must follow ANZI A300 Pruning Standard
- d) Coordinate with City to develop a tree management plan to address maintenance of existing trees, removal of dead or diseased trees, replacement of aging trees and proposals to address shaded areas that impact turf management

5.13 Drainage

Responsible for all course drainage facilities, ditches, and creeks except for the public, City-installed stormwater mainline drainage system, as identified on Map 2 -City Maintained Storm Drainage System.

- 5.13.1 Clean debris from drainage inlets and outfalls prior to the rainy season and during periods of rainfall, as needed.
- 5.13.2 Drainage shall be improved where needed when necessary to improve playability of the course during rainy periods
- 5.13.3 Past contractors have installed drainage segments on the course without approval of the City. These drainage segments are not part of the public City-maintained storm drainage system. The City does not warranty the condition

or functionality of this unapproved drainage segments and will not repair or maintain them.

- 5.13.4 Any proposed alterations to the drainage system shall be reviewed and approved by the city prior to installation or construction

5.14 Tees

Tees shall be maintained in such a manner that provides a playable surface that is safe and smooth. Practices should include activities that promote fast turf recovery for divot grow-in, especially on par 3 tees.

5.14.1 Mowing

- a) Tees be mowed March 1st through October 31st two to four times per week and November 1st through February 28th as needed
- b) Grass cutting height be ½ "
- c) Alternate mowing patterns to minimize grain development

5.14.2 Tee Marker Placement

- a) April 1st through November 30th tees will be moved daily
- b) December 1st through March 31st tees will be moved as needed so that they are playable at all times

5.14.3 Benches, Ball Washers, and Trash Cans

- a) Move, inspect, and clean daily from April 1st through November 30th and as needed so that they are available for use December 1st through March 31st
- b) Maintain ball washers with clean water and soap to be changed weekly
- c) Provide clean towels at ball washers as needed

5.14.4 Aerate

- a) Aerate tees once in the spring and once in the fall
- b) Aerating may need to be performed more often on heavily used areas or small tees

5.14.5 Topdressing

- a) Be topdressed heavily (1/4") two to four times per year
- b) Additional applications may be required to provide a level playing surface
- c) Higher frequency recommended for par three tees

5.14.6 Vericut

- a) Vericut tees two times per year or as needed to control excessive thatch accumulation

5.14.7 Overseed

- a) Overseed three to four times per year
- b) Repair divots weekly or as needed to insure playable tees at all times
- c) Use only Blue Labeled perennial rye grass seed
- d) Provide sand and seed mixtures at each par three and heavily used tee for patron divot repair

5.14.8 Tee Signs

- a) Remove grass from the base of each sign on regular basis
- b) Replace signs as needed to maintain a clean, safe, and functioning condition at all times

5.15 Fairways

Fairways shall be maintained in such a manner that provides a playable surface that is safe and smooth. Cultural practices should include activities that promote a healthy and dense turf cover that can recover quickly from play wear and out-compete weed encroachment.

5.15.1 Mowing

- a) March 1st through October 31st two to four times per week to and November 1st through February 28th as needed
- b) Grass cutting height to be $\frac{3}{4}$ " or as suitable for turf species or desired playing conditions
- c) Alternate mowing patterns to minimize grain development

5.15.2 Aerate

- a) Aerate fairways in the spring and once in the fall
- b) Aerating may need to be performed more often on heavily used areas

5.15.3 Drainage shall be improved where needed when necessary to improve playability of the course during rainy periods

5.15.4 Overseed

- a) Overseed as necessary to insure dense turf coverage
- b) Blue Label Perennial Ryegrass seed shall be used

5.16 Greens

Greens shall be maintained in such a manner that provides a smooth playable putting surface. Cultural practices should include activities that promote a healthy and dense turf cover that can recover quickly from play wear, to out-compete weed encroachment and minimize disease damage. Green speeds should be managed for all levels of play, e.g., a stimp meter measurement of 8 to 9 feet.

5.16.1 Mowing

- a) March 1st through October 31st daily (dependent on play) and November 1st through February 28th as needed
- b) Recommended cutting height $\frac{3}{16}$ " to $\frac{5}{16}$ "
- c) Dew should be removed on no mow days

5.16.2 Cup Changing

- a) March 1st through October 31st daily (dependent on play) and November 1st through February 28th as needed
- b) Rotate cup location depending on green condition

5.16.3 Maintenance of Cups, Pins, and Flags

- a) Replace cups every three to four years
- b) Paint pins every year and replaced every four years
- c) Replace flags as needed

5.16.4 Aerate

- a) Aerate greens a minimum of two times per year; once in the spring and once in the fall using hollow tines, removing cores followed by topdressing
- b) Aerate two times each year between June 1st and September 30th using solid tines followed by topdressing

- c) Aerating may need to be performed more often during the summer
- 5.16.5 Topdressing
 - a) Topdresse two to four times per year or in accordance with aeration schedule
 - b) Use Columbia River Sand or equal
- 5.16.6 Verticut shall be performed as needed from March 1st through July 31st as needed to provide smooth and consistent putting conditions

5.17 Aprons

- 5.17.1 Mowing
 - a) March 1st through October 31st daily and November 1st through February 28th as needed
 - b) Grass cutting height recommend to be 1/2" height

5.18 Collars

- 5.18.1 Mowing
 - a) March 1st through October 31st daily and November 1st through February 28th as needed
 - b) Grass cutting height recommend to be 1/2" height

5.19 Roughs

Roughs shall be maintained in such a manner that provides a playable surface that is safe and suitable for all levels of play. Cultural practices should include activities that promote a healthy and dense turf cover that can recover quickly from play wear and out-compete weed encroachment.

- 5.19.1 Mowing
 - a) March 1st through October 31st two to four times per week to and November 1st through February 28th as needed
 - b) Cutting height recommended 1 1/2" in the major play areas and 2 1/2" outside of the major play areas or as suitable for turf species or desired playing conditions

5.20 Sand Traps

- 5.20.1 Raking
 - a) Traps raked as needed to maintain playability
 - b) Every sand trap shall have one rake in it at all times
- 5.20.2 Sand depth shall be 4" compacted; relocate and add as needed
- 5.20.3 Edge maintenance shall be performed as needed to maintain trap shape and reduce fall hazards

5.21 Fencing/Out of Bounds

- 5.21.1 Maintain all fencing, netting, and fence lines in safe, secure, and aesthetically pleasing condition at all times
- 5.21.2 Out of Bounds markers shall be painted and replaced as needed

5.22 Golf Course Accessory Equipment

- 5.22.1 Maintain all golf course accessory equipment in a clean, safe, functioning condition at all times, replacing with City approved equipment and/or materials as necessary, including but not limited to the following: All signs, tee benches, tee markers, ball washers, out of bounds markers, distance markers, greens flags, greens poles and cups, practice green markers and cups, trash receptacles, and spike brushes

5.23 Storage Buildings and Chemical Storage

- 5.23.1 Maintain golf maintenance storage rooms and yard in a clean, orderly and safe condition at all times, conforming to all applicable laws and regulations
- 5.23.2 Observe all legal requirements and safety regulations in the use of storage of chemicals, hazardous materials, supplies, and equipment at all times

5.24 Fairway Edge Understory Brush Removal

Permission may be requested from the City to remove non-native understory vegetation (e.g., blackberries) adjacent to the fairways. Such removal needs be done in a manner that protected the native vegetation. A method shall be proposed to the City for approval, which would achieve these goals.

Photo #1 Laurelwood Golf Course Driving Range view



Photo #2 –Laurelwood Golf Course Parking Lot View



Map 1 -Laurelwood Park Site Map



Legend



Developed Golf Course
Undeveloped Parkland

0 155 310 620 R

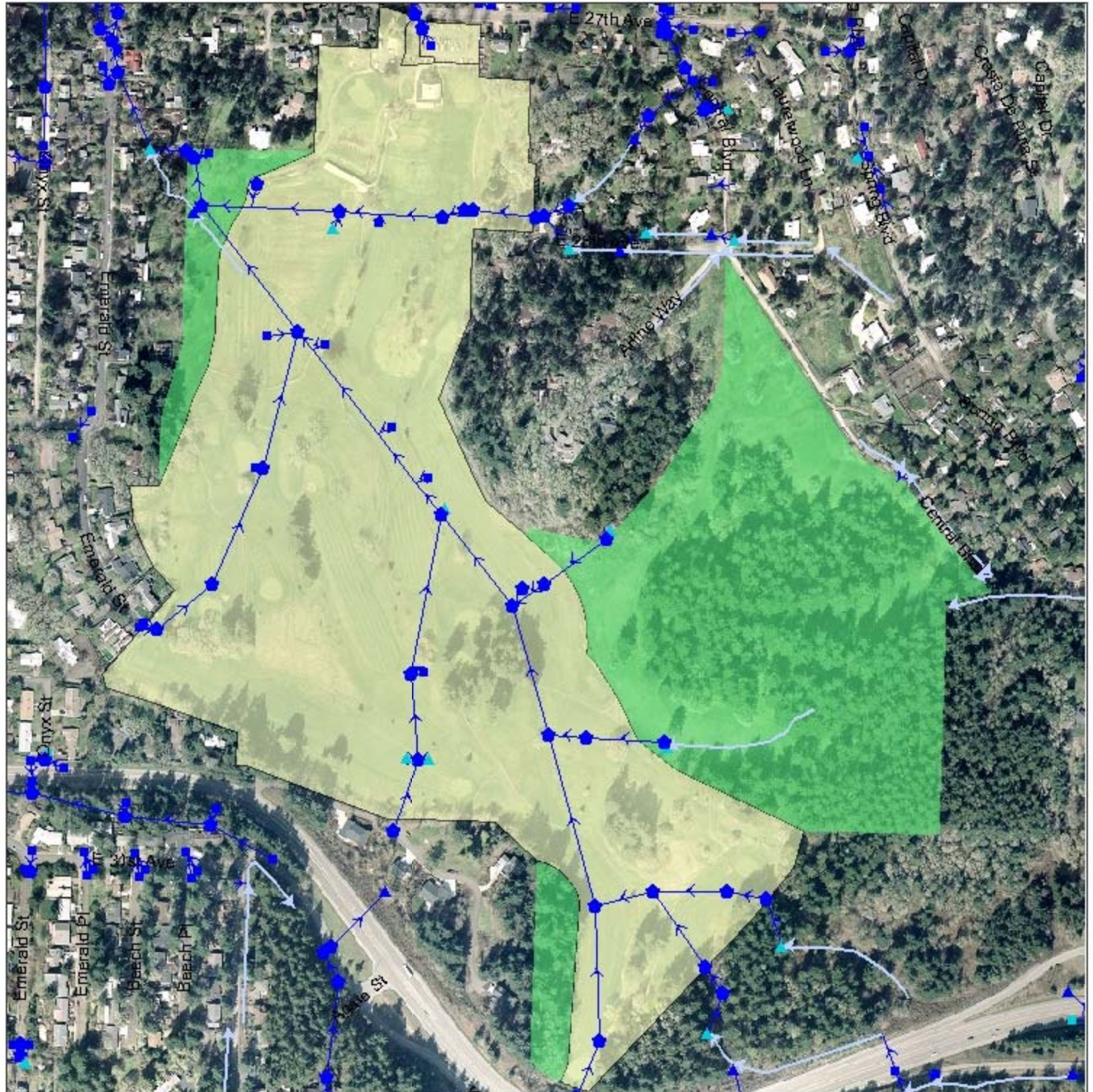


Caution:
This map is based on imprecise
source data, subject to change,
and for general reference only.

April 03, 2012



Map 2 -Laurelwood Park Public Stormwater System



Legend

	Creeks Ditches		Cleanout
	Storm Lines		Catch Basin
	Developed Golf Course		Curb Inlet
	Undeveloped Parkland		Intake
	Manhole		Outfall

0 155 310 620 R



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