



INDIAN WELLS GOLF RESORT

PROJECT PROPOSAL

Landscapes Unlimited, LLC
1201 Aries Drive, Lincoln, NE 68512



LANDSCAPES
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www.landscapesunlimited.com

2.1 BID FORM

Bid Package: Player's Course Construction

Date: June 28, 2024 & July 22, 2024 (RETURN DATE: August 5, 2024 @ 2 pm PDT)

Project: **Players Course Redesign**

Owner: The City of Indian Wells, Indian Wells, California

Golf Course Manager Troon Golf
Robin Graf, General Manager
44-500 Indian Wells Lane Indian Wells, CA 92210

Golf Architect: John Fought Design
8040 E Morgan Trail #18
Scottsdale AZ 85254

Irrigation Designer: Fairway Irrigation ~ David Yoshimura
77-605 Delaware Place
Palm Desert, CA 92211

The undersigned, hereby proposes to furnish at its own cost and expense all supervision, labor, materials, tools, equipment, facilities, and insurance necessary to fully complete the work itemized below in accordance with the construction drawings and specifications as itemized in this Bid Package.

NOTE TO BID FORM:

The following specifications and details are to be used in conjunction with the DESIGNER'S plans. In the performance of all work described herein, the CONTRACTOR is expected to follow the DESIGNER'S plans as well as the Site Visit Notes generated by periodic visits to the site by the DESIGNER and /or his representative during construction. All work performed must conform to the Plans, Specifications, and Site Visit Notes to the satisfaction of the DESIGNER and OWNER. The General Conditions of the Contract for Construction (AIA Document A201) apply.

It should be understood that **all** quantities shown are estimates. The CONTRACTOR is expected to confirm these quantities; if a recalculation of the quantities is not indicated, this will be interpreted as an agreement with these estimates. Please review section 5.1 Administration Procedures carefully as they will be stringently followed throughout the process.

MOBILIZATION & CONTRACTOR OVERHEAD:

This includes the movement of all equipment and personnel to the site and the set-up of the construction operation on the site per requirements as stipulated by owner. It also includes the golf contractors project overhead.

TOTAL MOBILIZATION & CONTRACTOR OVERHEAD \$ 600,000.00

EROSION CONTROL:

- A) Silt Fence (unit price) \$____/L.F.
- B) Hay Bales (unit price) \$____/bale
- C) Straw Waddle (unit price) \$____/L.F.
- D) Construction Entrance \$_____

ALLOWANCE **\$150,000**

DEMOLITION:

- A) Removal of old concrete cart path (Bury on site):
Remove 118,724 S.F. of old path @ = \$.56/SF \$ 66,485.44
 - B) Tree & Brush clearing (as per plans & specifications):
Clearing 3.87 ac. @ ~~\$13,050/00~~ = \$ 50,503.50
 - C) Drainage Parts removal: 3,681 L.F. of pipe & 23 catch basins:
\$ 49,500.00
 - D) Turf Tilling (Golf Superintendent to spray with Glyphosate):
57.9 ac. Tilling old turf @ ~~\$5,530,00~~ = \$ 320,187.00
- TOTAL DEMOLITION** \$ 486,675.94

EARTHWORK:

Contractor will be responsible for staying within golf course boundaries as indicated on the plans throughout the construction process. This item includes proper procedures to control dust and airborne particles from leaving the construction site. Owner will supply water.

- A) Earthmoving of material: 115,130 yd3 @ \$ 8.75 /yd3 = \$ 1,007,387.50

B) Shaping: Shaping of all golf features and playing areas as outlined on the plans = \$ 450,000.00

TOTAL EARTHWORK \$ 1,457,387.50

DRAINAGE:

The following drainage items will be constructed in accordance with the Plans & Specifications.

PIPE:

A) 4-inch Solid CPP - 12,045 L.F. @ ~~\$ 31.55~~ L.F. = \$ 380,019.75

DRAINAGE STRUCTURES:

A) 12 inch catch basins 90 @ \$ 625.00 ea. = \$ 56,250.00

B) New Sumps (6 X 6 X 6) 5 @ ~~\$3,000.00~~ ea. = \$ 15,000.00

TOTAL DRAINAGE \$ 451,269.75

FEATURE CONSTRUCTION:

A) Greens:

- NEW GREENS (9) To be constructed per plans to USGA Recommended Specification (see detail).

54,633 S.F. @ \$ 15.00 /S.F. = \$ 819,495.00

- EXISTING GREENS (12) remove thatch layer (4 inches), install 4 inches of new mix and till

65,151 S.F. @ \$ 4.20 /S.F. = \$ 273,634.20

B) Tees: To be built out of native material (laser leveled)

137,968 SF @ \$.42 /SF = \$ 57,946.56

C) bunkers: As per plans and specifications. Please note: all bunkers to be lined – 65% Capillary Concrete; 35% JM Evalith (See details).

$$83,139 \text{ S.F. @ } \$ 15.50 / \text{S.F.} = \$ 1,288,654.50$$

TOTAL FEATURE CONSTRUCTION \$ 2,439,730.26

CART PATHS:

The cart paths will consist of 7-foot-wide cart path with aggregate finish (See Specifications).

A) Cart paths:

$$\text{Golf Course} \quad 79,861 \text{ S.F. @ } \$ 8.60 / \text{S.F.} = \$ 686,804.60$$

$$\text{B) Curbing} \quad 3,000 \text{ L.F. @ } \$ 16.10 / \text{L.F.} = \$ 48,300.00$$

$$\text{C) FIRE ROAD (16 foot wide)} \quad 63,702 \text{ S.F. @ } \$ 14.00 / \text{S.F.} = \$ 891,828.00$$

TOTAL CART PATH \$ 1,626,932.60

FINISHING:

The overall construction process is so disruptive that it becomes necessary to partially reshape everything. For instance, the final shapes of the critical areas like putting surfaces and tees must be recreated. The finishing, therefore, becomes the final touch to tie it all together. The finishing also prepares the ground for planting turf by producing a proper seedbed.

FINISHING (Lump Sum) \$ 865,000.00

GRASSING:

A) Greens:

$$\text{Tifeagle sprigs -} \quad 119,784 \text{ @ } \$ 1.06 / \text{S.F.} = \$ 126,971.04$$

B) Playing Areas:

$$38.43 \text{ acres of sprigged 419 Tifway grass @ } \$ 8,850.00 / \text{ac.} = \$ 340,105.50$$

C) Sod:

$$160,000 \text{ S.F. of 419 Tifway Bermuda sod @ } \$ 1.06 / \text{ac.} = \$ 169,600.00$$

TOTAL GRASSING \$ 636,676.54

BONDING:

A) Bid Bond	\$ <u>N/A</u>
B) Performance Bond	\$ <u>77,000.00</u>
TOTAL BONDING	\$ <u>77,000.00</u>

BID SUMMARY:

MOBILIZATION & CONTRACTOR OVERHEAD	\$ <u>600,000.00</u>
EROSION CONTROL	\$ 150,000
DEMOLITION	\$ <u>486,675.94</u>
EARTHWORK	\$ <u>1,457,387.50</u>
DRAINAGE	\$ <u>451,269.75</u>
IRRIGATION	\$ <u>3,357,405.00</u>
FEATURE CONSTRUCTION	\$ <u>2,439,730.26</u>
CART PATHS	\$ <u>1,626,932.60</u>
FINISHING	\$ <u>865,000.00</u>
GRASSING	\$ <u>636,676.54</u>
BONDING	\$ <u>77,000.00</u>
TOTAL BID	\$ <u>12,148,077.59</u>

(In Words): Twelve Million, One Hundred Forty-Eight Thousand, Seventy-Seven Dollars and Fifty-Nine Cents.

By: Landscapes Unlimited, LLC
Company Name

Roy Wilson / Asst. Manager
Name/Title



Bid Clarifications

Players Course at Indian Wells Golf Resort

September 26, 2024

- This proposal is based on one mobilization of all labor, equipment and material to the jobsite.
- This proposal is based only on the items and quantities listed on the bid form. Contractor will credit Owner if fewer units are installed and will be paid for all additional units installed.
- Drainage prices are based on a maximum trench depth of 3' plus the diameter of the pipe. Any material that cannot be excavated efficiently with a JD 80 (or equal) will be considered trench rock and performed on a negotiated unit price. All solid pipe is bid with native backfill from trench soils. No import or screening of pipe backfill is included in this proposal.
- Pricing excludes the cost of removing and/or demolishing underground or above ground utilities not noted in the specifications or our qualifications.
- Engineering & Professional surveying are to be the responsibility of the Owner.
- Any existing drainage pipe not encountered during construction will remain undisturbed and abandoned in place.
- Earthwork and Shaping is based on any material that cannot be productively ripped with a John Deere 650 size dozer will be considered hard excavation. Rock excavation will be performed on a T&M basis, or at a negotiated unit price.
- Greensmix included in the proposal is priced as 90/10 Dakota Blend, as supplied by West Coast Sand & Gravel Inc.
- Bunker sand is priced as Emerald Bunker Sand, as supplied by West Coast Sand & Gravel Inc.
- If wet or unsuitable soils are encountered in cart path or fire road areas and additional stabilization is required, it will be performed on a negotiated unit price.



Bid Clarifications

- This proposal is based on LU self-performing all construction and irrigation as-builts for this project. If the as-builts need to be performed by an engineer or surveyor, this can be performed on a T&M basis, or at a negotiated unit price.
- All necessary permits, fees and inspections are to be obtained and paid for by the Owner.
- Builder's Risk Insurance is not included.
- All pricing for this project is based upon current commodity pricing in effect as of 9/26/24. Any fluctuations in pricing or supply that increase project costs will be reimbursed to Contractor by Owner on an actual cost-incurred basis. Owner will be entitled to documentation of such pricing fluctuations upon request.

2. **Bid Proposal Form**

Irrigation System

Bidder's Name: Landscapes Unlimited, LLC

Address: 1201 Aries Dr

Lincoln, NE 68512

Telephone: 402-416-7026 FAX: 402-423-6653

State License No: 973614 Classification: A, B, C27

The above-named Bidder, hereby referred to as the Contractor, declares that the only person(s) interested in this proposal are those named herein; that the proposal is in all respects fair and without fraud; and that it is made without any connection or collusion with any other person making a proposal on this project.

The Contractor declares that he/she has carefully examined the plans, specifications, and addenda relating to the proposed project. Further, the Contractor has inspected the proposed work area and has satisfied his/herself as to the conditions that exist at the site and the type of equipment that will be required to complete the project.

The Contractor hereby agrees to furnish all labor, material, tools, transportation, taxes and equipment required to install the automatic golf course irrigation system for the project as set forth in the plans, specifications, and addenda (if any).

The Contractor acknowledges the receipt of RFI-1 addenda and verifies that the bid price below reflects any changes called for in said addendum. ~~(Attach copies)~~ **Received from Ron Despain at Troon on 9/23/2024.**

Bidder's Name: Landscapes Unlimited, LLC

Provisional Contingency Quantity and Unit Pricing

Field modifications may require additions or deletions to the proposed work. The unit items shall be used to determine the amount of additional compensation to the Contractor and/or the credit amount to be reimbursed to the Owner. The prices below must reflect all materials, taxes, supervision, labor, equipment charges and any other expenses associated with the installation of each item. Materials included in the unit price and provisional contingency quantities must be the same as materials called out on the design drawing and shall meet all requirements of the specification document.

**Rain Bird Golf Remodel
Contingency Unit Price – Revised 9/23/2024**

Include all materials, labor and equipment (sprinklers, connectors, swing joints, pipe, glue, fittings, wire, etc.) for complete installation of each item. Price all items listed even if the item may not appear on the plans.

<u>Item</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Extended Total</u>
1. Rain Bird A-702E-70-36	10	\$ 875.00 ea.	\$ 8,750.00
2. Rain Bird A-752-70-36	15	\$ 915.00 ea.	\$ 13,725.00
3. Rain Bird A-752-70-22	10	\$ 915.00 ea.	\$ 9,150.00
4. Rain Bird 5004 Rotor	10	\$ 275.00 ea.	\$ 2,750.00
5. Rain Bird 1804 SAM-PRS	10	\$ 125.00 ea.	\$ 1,250.00
6. #5 Quick Coupling Valve	2	\$ 670.00 ea.	\$ 1,340.00
7. Sub-main Isolation valve (#8431GGQ)	5	\$ 1,035.00 ea.	\$ 5,175.00
8. 1" Brass Electric Control Valve- RB	5	\$ 1,835.00 ea.	\$ 9,175.00
9. 1 1/2" Brass Elec. Control Valve- RB	2	\$ N.A. ea.	\$ N.A.
10. 1 1/2" Wilkins 600XL	1	\$ 1,350.00 ea.	\$ 1,350.00
11. Air Release Valve	1	\$ 1,750.00 ea.	\$ 1,750.00
12. Mainline RW Gate Valve – 12"	1	\$ 5,725.00 ea.	\$ 5,725.00
13. Mainline RW Gate Valve – 10"	1	\$ 4,690.00 ea.	\$ 4,690.00
14. Mainline RW Gate Valve – 8"	1	\$ 3,320.00 ea.	\$ 3,320.00
15. Mainline RW Gate Valve – 6"	1	\$ 2,460.00 ea.	\$ 2,460.00
Total Contingency			\$ 70,610.00

Bid Summation Three Million Three Hundred Fifty-seven Thousand Four Hundred Five Dollars ✕

The Bid price for the proposed irrigation system work shall be: \$3,245,155.00

(From page 6) Contingency \$ 70,610.00

Note: Golf course personnel have identified valves on the golf course which need replacement. These valves are on the existing parts of the golf course with valves not already identified on the design plans. Contractor shall supply a lump sum value for the replacement of identified valves by the golf course personnel.

Allocation for Replacement of Sub-Isolation Valves \$ 41,640.00

Total for identified number of valves in the existing golf course. Include all parts and labor involved in removing and replacing an existing valve. Other items that may be damaged in the replacement such as pipe, nipples, wiring, etc. See Addendum Sheet IA-1.

Total – Rain Bird Irrigation System \$ 3,357,405.00 ✕

Name of Firm: Landscapes Unlimited, LLC

Address: 1201 Aries Dr

City/State/Zip Lincoln, NE 68512

Signature:  Title: President - Irrigation

Print Name: Roy Wilson Date: 09/26/2024

ADD- Project Bonding Cost (If required and purchased by Owner)

Name of Bonding Company: Included in overall construction total

Cost of Bonding: \$ Included in overall construction total

IRRIGATION CLARIFICATIONS FOR INDIAN WELLS GOLF RESORT

September 27, 2024

Landscapes Unlimited would like to thank you for the opportunity to provide a proposal for Indian Wells Golf Resort. One of the things we strive for is to complete a detailed review of the plans and specifications, working with the designer to sort out any conflicts or uncertainties. There are additional assumptions and clarifications that we wish to communicate so that you have a thorough understanding of our approach and what is included in our proposal.

Our proposal is based on the following:

- Material quantities listed on the attached Major Material Summary.
- Quotes and pricing as noted below. Any changes that increase project costs shall be reimbursed to the contractor at cost plus 15%:
 - Material quotes received through September 27, 2024.
 - An allowance of \$25,000.00 for the irrigation work around the bunkers since the scope cannot be defined at this time.
 - A diesel price of \$4.73/gallon and a gas price of \$3.89/gallon.
 - A 7.75% sales tax.
 - Safety protocols mandated by state and local law at the time of bid.
 - Rain Bird providing a project rebate of approximately \$25,416.33 and an NGCOA rebate of \$6,730.92 directly to the club.
- Restocking fees due to quantity changes not dictated by the contractor will be reimbursed by the owner.
- Excluding Builder's Risk and Floater insurance, permitting, inspection fees, surveys, regulatory approvals, engineered plans, or city/county/business licenses.
- Excluding any cost related to substances of an environmental or archeological concern (e.g., asbestos or transite pipe, artifacts).
- Excluding the removal, repair, or remediation of any aquatic flora, fauna, or vegetation.
- Excluding the services of a licensed plumber, if required.
- Excluding the use of union forces or apprentices.
- Including removal of existing sprinklers and other irrigation hardware.
- Final programming of the system to be completed by the consultant and/or distributor.
- Including a one-time adjustment of part circle sprinklers after system is charged.
- Owner assisting with the location of existing golf irrigation components. Any non-golf, landscape, or residential irrigation damaged will be repaired on a T&M basis. We will call for utility location but will not be liable for any utilities, private or public, not located.
- Using a Case 960 trencher and a Cat 308 (18,000 lb.) mini excavator or equivalent for the mainline installation and a Case 960 vibratory plow or 26 rubber track mini excavator for the 2" lateral installation. Any larger equipment, trenchers, rock saws, pneumatic hammers, or blasting would be charged at a negotiated T&M rate.
- Disposing of all excess spoils, including rock, on site.



- Bedding being provided by the owner, if required.
- Excluding any reclaimed/effluent water markings, signage, and testing.

Again, we thank you for this opportunity. If I can answer any questions or provide any additional information, please call me at 402-416-7026.

Sincerely,

Roy Wilson
President – Irrigation



MAJOR MATERIAL SUMMARY										
<u>Replace Sprinkler, Swing Joint, and DBR/Ys on Green Loops</u>										
112	ea									RB A-752-E-70-36 Sprinkler w/SJ1212543SS Swing Joint
11	ea									RB A-752-E-70-28 Sprinkler w/SJ1212543SS Swing Joint
<u>Replace Full or Part Circle Sprinkler with Part Circle Sprinkler, Swing Joint, and DBR/Ys on Existing Holes</u>										
8	ea									RB A-752-E-70-36 Sprinkler w/SJ1212543SS Swing Joint
<u>Installation of New Sprinklers on New System</u>										
374	ea									RB A-702-E-70-36 Sprinkler w/Red & Black Spreader Nozzle w/SJ1212543SS Sw Jt
362	ea									RB A-752-E-70-36 Sprinkler w/SJ1212543SS Swing Joint
12	ea									RB A-752-E-70-28 Sprinkler w/SJ1212543SS Swing Joint
6	ea									RB A-752-E-70-22 Sprinkler w/SJ1212543SS Swing Joint
69	ea									RB 5004+-PC-R Spray w/3.0LA Nozzle at 45psi w/Lasco T722-212 Swing Joint
14	ea									RB 1806-SAM-PRS Spray w/R-VAN18 on Funny Pipe
12	ea									1 RB 100-EFB-CP-R Electric Control Valve w/PRD-D w/20" Rect Green Valve Box
55	ea									RB 5RC Quick Coupling Valve w/G12S-212 Swing Joint & 7" Round Green Valve Box
1	ls									Rain Bird Cirrus Pro Central Computer w/2 ICI+s and 2 iPads
39	ea									RB PAR ES-72-2 72 Station Satellite Controller
10000	lf									#14 Paige 7072D Maxi Cable - Various Colors
8000	lf									#6/3 Paige P7267D UL TC Tray Cable (Black,Red,Blue)
655000	lf									#14 Paige P7079D Signal Wire (Various Colors)
85000	lf									#12 Paige P7079D Common Wire (White)
2620	lf									12 Class 200 SDR-21 Gasketed PVC Pipe
2620	lf									8 Class 200 SDR-21 Gasketed PVC Pipe
2580	lf									6 Class 200 SDR-21 Gasketed PVC Pipe
1360	lf									3 Sch 40 Solvent Weld PVC Pipe
9180	lf									2.5 Sch 40 Solvent Weld PVC Pipe
25860	lf									2 Sch 40 Solvent Weld PVC Pipe
2240	lf									1.5 or 1 Sch 40 Solvent Weld PVC Pipe
3	ea									12 Clow F-6110 Push On Gate Valve w/Pentek Roadway Valve Box
5	ea									8 Clow F-6110 Push On Gate Valve w/Pentek Roadway Valve Box
6	ea									6 Clow F-6110 Push On Gate Valve w/Pentek Roadway Valve Box
108	ea									2 Harco 8431GGQ Lateral Valve G x G w/RB 10" Round Green Valve Box
4	ea									2 Crispin IC10A Air/Vacuum Release Valve w/RB 20" Rect Green Valve Box
6	ea									1.5 Wilkins Zurn 600XL Pressure Regulator w/RB 20" Rect Green Valve Box
ADDITIONAL VALVE WORK										
1	ea									12 Clow F-6110 Push On Gate Valve w/Pentek Roadway Valve Box
1	ea									8 Clow F-6110 Push On Gate Valve w/Pentek Roadway Valve Box
1	ea									6 Clow F-6110 Push On Gate Valve w/Pentek Roadway Valve Box
9	ea									2 Harco 8431GGQ Lateral Valve G x G w/RB 10" Round Green Valve Box

OTHER TERMS & CONDITIONS

1. Our Commercial Liability Insurance has a \$1,000,000 per occurrence/\$2,000,000 aggregate. However, we also have a \$15 million umbrella.
2. This project has been estimated using non-union forces. If it becomes necessary to employ union labor or apprentices for this project, due to Owner directive or in order to continue with the Work to avoid strikes, Owner will reimburse Contractor for additional costs associated with the use of union labor.
3. Our contract is based on the material quantities per the bid forms, utilizing unit prices to cover any changes in the final installed material quantities. We purchase additional materials for our inventory (that we own and insure) above and beyond the bid quantities in case any changes are made during the staking and execution of the project. This helps reduce/eliminate delays in the progress of the work if changes occur. Any materials in excess of the quantities listed on the bid form that are not installed at the end of the project will remain the property of Landscapes Unlimited.
4. Owner is responsible for hook-up of electricity for Contractor's office at the Project site. The cost of service and usage will be paid by Contractor. Further, Owner will supply adequate space onsite for Contractor to stage all materials and operations for the Project.
5. Owner will supply all engineered controls for this project. This includes, but is not limited to, golf hole monuments (tee, fairway, greens), critical benchmarks, property lines, existing utilities (depth and location) and/or other infrastructure as required for construction. All necessary golf course feature staking required for shaping will be performed by Contractor.
6. Owner understands and agrees that stress cracks will occur in the cart paths and such cracks will not be a cause for replacement unless they prevent the use of the cart paths for their intended purpose. No weed barrier or sealers are included in the installation of the cart paths.
7. A video recording of all cart paths will be taken by the Contractor prior to work commencing, an electronic copy will be provided to both the Owner and Contractor for reference. In addition, notes stating specific locations and conditions of path will be documented on a plan, with condition agreed upon prior to work commencing. Stress cracks will occur in the cart paths and such cracks shall not be a cause for replacement unless they prevent the use of the cart paths for their intended purpose.
8. The parties recognize that conditions may exist, through no fault of Contractor, in which Owner will request an acceleration of Contractor's Work. Prior to such an order to accelerate, the parties must agree in writing that a separate lump sum payment will be paid to Contractor for all increased costs Contractor will incur during the accelerated work period, including, but not limited to, increased site supervision, equipment overhead, premium time and lost productivity.
9. Owner will compensate Contractor for any reconstruction work necessary due to infrastructure or site development by others that impacts the Work under the Agreement. In the event that re-work of items performed by the Contractor is necessary, or special working conditions are required to work around existing or installed infrastructure, Contractor will be compensated on a time and

OTHER TERMS & CONDITIONS

material basis. Further, any work necessary for removing existing infrastructure or discovered items will be the responsibility of Owner.

10. This is a drop-seed agreement, which means upon any seeding, sprigging, sodding, planting or other means of turf or other vegetative installation, Substantial Completion of that portion of the Work will have been reached. Upon Substantial Completion of any portion of the Work, Owner assumes full responsibility for initial watering and all subsequent maturation practices and outcomes including but not limited to, maintenance, watering, germination, sustainability, vegetative viability, turf quality, turf coverage, agronomic programming, staffing, materials, equipment, erosion damage repair, silt mitigation and removal, and maintenance, installation and repair of any erosion control devices, including removal of such devices. If requested by Owner, Contractor will repair erosion for which Owner is responsible at a negotiated price or using the time and equipment rates in Exhibit 3.
11. The proposal is based on compliance with safety protocols currently mandated by state and local law where the project is located. Any additional safety protocols required by Owner or any changes in the safety protocols required by law may increase project costs, and such additional costs will be reimbursed to Contractor by Owner.
12. Pricing excludes monitors for and the identification and/or removal of any archaeological, biological, or hazardous materials. The Owner shall be responsible for all such identification and mitigation or removal within the area of construction and shall indemnify, defend, and hold harmless the contractor, its officers, employees, and all associated parties from all fines, suits, procedures, claims, and actions of every kind, and all associated costs and legal fees.

T AND M RATES

All equipment is operated, fueled, and fully maintained. The prices below are for owned equipment. If machinery must be rented for your proposed work, an hourly rate shall be agreed upon before the work begins. **Mobilization and de-mobilization costs are not extra if the appropriate crew and equipment is already on site working within the original terms of the agreement. For any additional resources needed to complete the requested T&M work, all shipping costs, travel, living and administrative expenses both to and from job site and while on the job will be billed to customer at cost. (The following wage rates do not include any prevailing wages rates.)**

DESCRIPTION	HOURLY RATE
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DOZER

Crawler Dozer 180 HP (JD850, CAT D6R)	\$170
Crawler Dozer 140 HP (JD750, CAT D6M)	\$157
Crawler Dozer 100 HP (JD700, CAT D5K)	\$148
Crawler Dozer 90 HP (JD650, CAT D5)	\$139
Crawler Dozer 80 HP (JD 550, CAT D4)	\$129

EXCAVATORS

John Deere – 230 Excavator – (52,410#)	\$160
John Deere – 200 Excavator – (44,750#)	\$150
John Deere – 120 Excavator – (26,790#)	\$135
John Deere Mini-Excavator – 35G – (8,125#)	\$75
John Deere Mini-Excavator – 50G – (10,850#)	\$90
John Deere Mini-Excavator – 75G – (18,000#)	\$110
Tilt Bucket Attachment for Mini-Excavator	\$35

LOADERS/BACKHOES

John Deere 544 G – Front End Loader	\$148
John Deere 344 G – Front End Loader	\$111
John Deere 410 – Backhoe	\$90
John Deere 410 – Backhoe w/breaker	\$135
John Deere 310 – Backhoe	\$76
John Deere 310 – Backhoe w/breaker	\$114

SKID STEER/Compact Track Loader

John Deere – 314G – (6,300#)	\$70
John Deere – 320G – (7,150#)	\$80
Bobcat T595 Compact Track Loader – (8,000#)	\$90
John Deere – 332G – (10,000#)	\$100

- **Note:** bucket or forks included in pricing above. Any additional attachments would be at an additional cost.

TRACTORS/LOADER-GRADING-

New Holland 4030 – (76 HP)	\$120
Ford 250C-260C – (68 HP)	\$95
Ford 345C – (52 HP)	\$100

T AND M RATES

Ford 445A-445D- (62 HP)	\$100
Ford 540B-545D- (66 HP)	\$104

DESCRIPTION

HOURLY RATE

TRACTOR ONLY

John Deere 4066 – (65 HP)	\$104
Ford 4610/4630 – (55 HP)	\$75
Kubota 6030MF – (61 HP)	\$80
Kubota 5030MF – (50 HP)	\$75
Kubota 4030MF – (48 HP)	\$68
Kubota B7100 – (16 HP)	\$58

TRENCHERS

Vermeer T555 Rock Trencher	\$289
Case 860/960	\$139
Case 860/960 – With Rock Wheel	\$220
Bobcat TL116 or Dingo Walk Behind Trencher	\$70

IRRIGATION EQUIPMENT (DOES NOT INCLUDE LABOR)

412 – Trac Stars Fusing Machine	\$90
612 – Trac Stars Fusing Machine	\$100
14+26 Pit Bull Fusing	\$50
Sidewall or Socket Machine/Tools	\$40

TRUCKS

1,800 gal. Water truck	\$96
Dump Truck – 10 CY	\$125
Dump Truck – 5/6 CY	\$79
Dump Truck – 3.5 CY	\$70
Flatbed Truck	\$79

Wacker Dumpers-Material Haulers

6001 Dumper – 6.5 Tons Material	\$115
5001 Dumper – 5.0 Tons Material	\$100
3001 Dumper – 3.0 Tons Material	\$90

MISCELLANEOUS (DOES NOT INCLUDE LABOR)

Sand-Pro	\$30
3" Pump	\$25
2" Pump	\$17
Generators under 8 hp	\$22
Concrete Mixers	\$25
Pick-up	\$40
Plate-Tamper or Jumping Jack Compactor	\$25

T AND M RATES

ATV's/ JD Gators	\$34
LP600 Laser	\$20

DESCRIPTION	HOURLY RATE
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ATTACHMENTS (DOES NOT INCLUDE LABOR)

Bowie Hydro – Mulcher	\$130
Straw Bale Shredder	\$45
Brillion Seeder	\$42
Gill	\$20
Vicon or Lely Spreader	\$32
Laser Box	\$45
Level Best laser box	\$50
Dakota Material Spreader	\$60
Provonost /Material Trailers	\$35
Box Scraper / Shaping Blade	\$17

LABOR RATES

Overtime rates will apply for time spent more than forty (40) hours in a week. All overtime hours will be billed at time and one-half of the applicable rates above. Holidays and Sundays will be billed at double time or per the established project agreement.

1. Foreman w/pickup	\$95
2. Foreman w/out pickup	\$71
3. LUL Skilled Laborer	\$56
4. General Laborer	\$44
5. Concrete Finisher	\$60

2.2 GOLF COURSE CONSTRUCTION PERSONNEL

Construction Superintendent

Name: Eric Wolfert
Years Experience: 15 years
Years with Company: 9 years
Previous 5 Projects: Mission Bay Golf Course, Torrey Pines Golf Course
La Valle Coastal Club, Traditions Golf Club
Rancho La Quinta Golf Club

Assistant Superintendent

Name: Scott McIntosh
Years Experience: 20 years
Years with Company: 1 year

Shaping Crew

Lead Shaper

Name: Juan Ramos
Years Experience: 24 years
Years with Company: 24 years

Shaper

Name: TBD
Years Experience: _____

Feature Construction

Foreman: TBD
Years Experience: _____
Years with Company: _____

Irrigation System

Construction Superintendent: Victor Ramirez
Years Experience: 30 years
Years with Company: 30 years

Finish Crew

Foreman:

TBD _____

Years Experience:

Years with Company:

Previous 3 Projects:

2.3 BIDDER INFORMATION

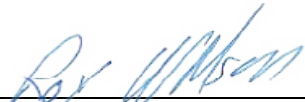
Company Name: Landscape Unlimited, LLC
Physical Address: 1201 Aries Drive
Lincoln, NE 68512
Telephone: 402-423-6653
Fax Number: 402-423-4487

Bonding Company: Gene Lilly Surety Bonds / Merchants Bonding Co.
Address: 735 S 56th Street
Lincoln, NE 68510
Telephone: 402-475-7700
OWNER'S Name: Jim and Tom King

Liability Insurance: Lockton Companies, LLC
Address: 13710 FNB Parkway, Suite 400
Omaha, NE 68154
Telephone: 402-970-6105
OWNER'S Name: _____

Workman's Compensation
Insurance Company: Lockton Companies, LLC
Address: 13710 FNB Parkway, Suite 400
Omaha, NE 68154
Telephone: 402-970-6105
OWNER'S Name: _____

Federal Tax ID Number: 47-0822871

Signature: 

Print Name and Title: Roy Wilson - Assistant Manager

2.4 LIST OF PROPOSED SUB-CONTRACTORS

Company Name: R.P. Ruiz Corporation
Contact: Richard Ruiz
Address: P.O. Box 1147
Somis, CA 93066
Phone Number: (805) 732-9683
Fax Number: (805) 512-7144
Phase of Work: Concrete Cart Path & Fire Road

Company Name: Evergreen Turf
Contact: Jimmy Fox
Address: P.O. Box 2770
Chandler, AZ 85244-2770
Phone Number: (480) 456-1199
Fax Number: (480) 456-4699
Phase of Work: Grassing

Company Name: _____
Contact: _____
Address: _____

Phone Number: _____
Fax Number: _____
Phase of Work: _____

Company Name: _____
Contact: _____
Address: _____

Phone Number: _____
Fax Number: _____
Phase of Work: _____

2.5 LIST OF PROPOSED SUPPLIERS

Name West Coast Aggregate Supply

Products Supplied: Bunker Sand, Greensmix, Gravel, Road Base

Name Ewing

Products Supplied:
Capillary Concrete, Drainage Pipe

Name Eagle Golf

Products Supplied: JM Bunker Liner, Drainage Pipe

Name _____

Products Supplied: _____

Name _____

Products Supplied: _____

2.6 MATERIALS SUBMITTALS

Name _____

Products Supplied _____



**Pre-Qualification Bid
QUESTIONNAIRE
For**

**Indian Wells Golf Resort
Players Course Renovation**

PART I. ESSENTIAL REQUIREMENTS FOR QUALIFICATION

Contractor will be immediately disqualified if the answer to any question 1 through 5 is "no". Disqualification for such an answer may not be appealed.

1. Do you possess a valid and current California Contractor's license for the project or projects for which it intends to submit a bid.
 Yes No
2. Do you have a liability insurance policy with a policy limit of at least \$1,000,000 per occurrence and \$2,000,000 aggregate.
 Yes No
3. Do you have a current workers' compensation insurance policy as required by the Labor Code or is legally self-insured pursuant to Labor Code section 3700 et. seq.
 Yes No
4. Have you attached a notarized statement from an admitted surety insurer (approved by the California Department of Insurance) and authorized to issue bonds in the State of California, which states that your current bonding capacity is sufficient for the project for which you seek pre-qualification. The statement must be from the surety not an agent or broker.
 Yes No
5. Have you attached your latest copy of a reviewed or audited financial statement with accompanying notes and supplemental information.
 Yes No

Contractor will be immediately disqualified if the answer to any question 6 through 9 is "yes". If the answer to question 7 is "yes", and if debarment would be the sole reason for denial of pre-qualification, any pre-qualification issued will exclude the debarment period. A contractor disqualified solely because of a "yes" answer to 6 OR 8 may appeal the disqualification and provide an explanation for the relevant circumstances during the appeal process.

6. Has your contractor's license been revoked at any time in the last five years?
 Yes No
7. Has a surety firm completed a contract on your behalf, or paid for completion because your firm was default terminated by the project owner within the last five (5) years?
 Yes No
8. At the time of submitting this pre-qualification form, is your firm ineligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract, pursuant to Labor Code section 1777.1 or section 1777.7? **No**

Limited Liability Company

C. ~~For Firms That Are Sole Proprietorships:~~

18. Date of commencement of business: July 2, 1999
19. Tax ID number or Social security number of company owner: 47-0822871

D. For Firms That Intend to Make a Bid as Part of a Joint Venture:

20. Date of commencement of joint venture: _____
21. Tax ID number: _____

22. Attach a list for each member of the joint venture that includes all relevant information, as requested above, for the type of entity.

Part III. HISTORY OF BUSINESS

23. State your firm's gross revenues for each of the last three years:

2021: \$75,000,000 2022: \$114,075,000 2023: 120,000,000

24. How many years has your organization been in business in California as a contractor under your present business name and license number?
Years in Business: 25 years

25. Is your firm currently the debtor in a bankruptcy case?

Yes No

If "yes," attach a statement that includes the case number, court (name and location), chapter under which you filed, and the date on which the petition was initially filed.

26. Was your firm in bankruptcy at any time during the last five years? (This question refers only to a bankruptcy action that was not described in the answer above)

Yes No

If "yes," attach a statement that includes the case number, court (name and location), chapter under which you filed, the date on which the petition was initially filed, and a copy of the Bankruptcy Court's discharge order, or of any other document that ended the case, if no discharge order was issued.

27. Attach on a separate sheet of paper a list of all California construction license numbers, classifications and expiration dates of the California contractor licenses held by your firm.

California - General Engineering, General Building and Landscaping
#973614
Classifications - A B C27

48. What is your firm's OSHA Incidence Rate? [formula for calculating the incidence rate is as follows: (total recordable injuries X 200,000) / (total number of man-hours)]

2019: .80
2020: .90
2021: .90
2022: .70
2023: .82

.9

49. Has CAL OSHA cited and assessed penalties against your firm for any "serious," "willful" or "repeat" violations of its safety or health regulations in the past five years?

NOTE: If you have filed an appeal of a citation, and the Occupational Safety and Health Appeals Board has not yet ruled on your appeal, you need not include information about it.

Yes No

If "yes," attached a separate signed page describing the citations, including information about the dates of the citations, the nature of the violation, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed to the Occupational Safety and Health Appeals Board and a decision has been issued, state the case number and the date of the decision.

50. Has the federal Occupational Safety and Health Administration cited and assessed penalties against your firm in the past five years?

NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation.

Yes No

If "yes," attach a separate signed page describing each citation.

51. Has the EPA or any Air Quality Management District or any Regional Water Quality Control Board cited and assessed penalties against either your firm or the owner of a project on which your firm was the contractor, in the past five years?

NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation.

Yes No

If "yes," attach a separate signed page describing each citation.

59. At any time during the last five years, has your firm been found to have violated any provision of California apprenticeship laws or regulations, or the laws pertaining to use of apprentices on public works?

NOTE: You may omit reference to any incident that occurred prior to January 1, 1998, if the violation was by a subcontractor and your firm, as general contractor on a project, had no knowledge of the subcontractor's violation at the time they occurred.

Yes No

If "yes," provide the date(s) of such findings and attach copies of the Department's final decision(s).

PART V. RECENT CONSTRUCTION PROJECTS COMPLETED

60. Contractor shall provide information about its six most recently completed golf course projects and its three largest completed golf course projects within the last 5 years. Names and references must be current and verifiable. Contractors will be scored ONLY on their best five past jobs. **Use separate sheets of paper that contain all of the following information:**

Project Name: *See attached

Location:

Owner:

Owner Contact (name and current phone number):

Architect or Engineer Contact (name and current phone number):

Construction Manager (name and current phone number):

Description of Project, Scope of Work Performed:

Total Value of Construction (including change orders):

Original Scheduled Completion Date:

Time Extensions Granted (number of days):

Actual Date of Completion:

61. Proposed Project Manager for current project

Name: **Larry Barefield**

Years Employed by your firm: **1 year**

Present title: **Senior Project Manager**

Years in present position: **1 year**

62. Was your current project manager employed by your firm as project manager for at least two jobs listed in question sixty?

Yes No

If "yes", attach a sheet indicating which jobs.

If "no" attach a sheet including all of the information listed in question sixty, showing that your project manager completed at least two projects of similar magnitude and complexity in the last five years.

63. Will your project manager or a person as or more qualified be at the job at all times?

Yes No

64. Proposed Project Superintendent

Name: **Eric Wolfert**

Years Employed by your firm: **9 years**

Present title: **Superintendent**

Years in present position: **9 years**

65. Was your project superintendent employed by your firm as project superintendent for at least two jobs listed in question sixty?

Yes No

If "yes", attach a sheet indicating which jobs.

If "no" attach a sheet including all of the information listed in question sixty, showing that your project superintendent completed at least two projects of similar magnitude and complexity in the last five years.

66. Will your project superintendent or a person as or more qualified be at the job at all times?

Yes No

Project	City	State	Owner	Owner Contact	Architect	Scope	Total Value	Schedule Completion Date	Actual Date of Completion	LU Personnel
Club at 3 Creek	Jackson	WY	The Club at 3 Creek	Michael Marion 307-732-8900	Rees Jones, Inc. 973-744-4031	Scope: South practice facility and bunker renovation	\$4,283,118.29	6/30/2024	7/31/24	Larry Barefield
Tradition Golf Club	La Quinta	CA	Tradition Golf Club	Ty Broadhead 760-564-3355	N/A	Short Game Area Renovation	\$196,880.00	7/5/2023	7/17/2023	Eric Wolfert
Links of North Dakota	Ray	ND	The Links of North Dakota	Gustavo Rodriguez 701-609-6143	N/A	New irrigation system	\$2,593,000.00	9/15/2024	8/15/2024	
Tradition Golf Club	La Quinta	CA	Tradition Golf Club	Ty Broadhead 760-564-3355	N/A	Green Resurfacing Golf Course Renovation - 9-Holes Oaks course & 9-Holes Valley Course New Features, Regrassing, and Replacing Irrigation System. Tee-to-green layout changes.	\$853,090.93	8/7/2024	15-Jul-24	Eric Wolfert
North Ranch Country Club	Westlake Village	CA	North Ranch Country Club	Jenny Duce 805-496-1995	Jackson Kahn Golf Course Design, LLC 602-999-4589		\$9,980,222.50	10/14/2024	9/27/2024	Larry Barefield
Kingdom of TaylorMade	Carlsbad	CA	TaylorMade	Halsey Hammond halsey.hammond@taylormade.com	Piza Golf / Augie Piza info@pizagolfdesign.com	Short game renovation	\$185,314.61	5/30/2024	7/31/2024	Eric Wolfert
Rancho La Quinta CC	La Quinta	CA	Master Association for Rancho La Quinta	Chris Erickson, Dir of Agronomy 858-774-1120	N/A	Bunker renovation	\$883,064.40	9/30/2024	9/20/2024	
Jackson Hole Golf & Tennis Club	Jackson	WY	Vail Resorts Management Company	Guy Evans 307-734-3855	Robert Trent Jones II, LLC bcharlton@rtj12.com	#9 Hole rebuild	\$266,036.26	7/5/2024	7/31/2024	Larry Barefield
Largest in the past 5 years										
Wicker Point Country Club	Alexander City	AL	Russell Lands Development	Roger Holliday rholliday@russellands.com	N/A	New golf course	\$10,014,355.84	11/30/2022	12/15/2022	
Lost Rail Golf Club	Gretna	NE	Lost Rail LLC	Scott Hoffman & Bill Kubly 402-423-6653	Scott Hoffman	Construct new 18 hole golf course and short course Desert Course - New Irrigation system, renovation to greens, new back tee, bunker construction with capillary concrete, cart path, grassing, landscape renovation including irrigation, plants, trees, and cacti.	\$10,278,826.57	10/1/2021	8/12/2022	
Vintage Club	Indian Wells	CA	The Vintage Club	Lane Stave 760-340-0500	Jackson Kahn Golf Course Design, LLC		\$7,722,909.36	10/15/2022	10/1/2022	
La Quinta Country Club	La Quinta	CA	La Quinta Country Club	Kirk Burmeister 760-564-4151	N/A	Irrigation renovation	\$4,704,900.00	9/30/2024	9/15/2024	

September 24, 2024

RE: Landscapes Unlimited LLC

Project: Indian Wells Golf Resort Player's Course, Indian Wells, CA

We are pleased to have this opportunity to write a letter of recommendation on behalf of our valued client since 2001, Landscapes Unlimited LLC. Merchants Bonding Company (Mutual), has supported single jobs up to \$25,000,000 with an aggregate of \$50,000,000. This is not a limit, merely what has been required to date.

Merchants Bonding Company (Mutual) is on the current listing of the U.S. Treasury of Certified Sureties and has an A.M. Best rating of "A (Excellent)."

Should Landscapes Unlimited be awarded a contract, we would be in position to execute performance and payment bonds, subject to our normal underwriting at the time of the request and review of the contract documents. This is a matter between Landscapes Unlimited LLC and Merchants Bonding Company (Mutual). We think very highly of this company and the entire organization and highly recommend them.

Please do not hesitate to contact me at 402-475-7700 with any questions or if I can be of further assistance.

Best regards,



James M. King
Attorney-in-Fact

JMK/th

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Jacob J Buss; James M King; Robert Cirone; Seth Weedin; Tamala J Hurlbut; Thomas L King

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 29th day of July, 2024.

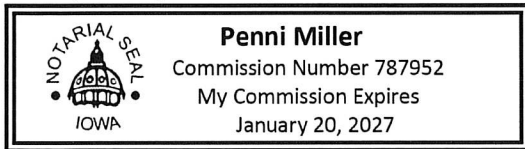



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By 
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 29th day of July, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.




Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 24th day of September, 2024.




Secretary

ACKNOWLEDGMENT

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

State of Nebraska
County of Lancaster)

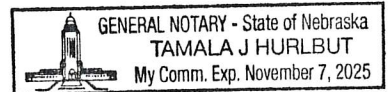
On 09/24/2024 before me, Tamala J. Hurlbut, General Notary
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)





Landscapes Holding, LLC

Independent Accountant's Review Report and Consolidated Financial Statements

December 31, 2023



Independent Accountant's Review Report

Members

Landscapes Holding, LLC
Lincoln, Nebraska

We have reviewed the accompanying consolidated financial statements of Landscapes Holding, LLC and its subsidiaries, which comprise the consolidated balance sheet as of December 31, 2023, and the related consolidated statements of income, members' equity (deficit) and cash flows for the year then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Accountant's Responsibility

Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

We are required to be independent of Landscapes Holding, LLC and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our review.

Accountant's Conclusion

Based on our review, we are not aware of any material modifications that should be made to the accompanying consolidated financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

Other Matter

The accompanying supplementary consolidating information is presented for purposes of additional analysis of the consolidated financial statements rather than to present the financial position, results of operations and cash flows of the individual companies, and is not a required part of the basic consolidated financial statements. Such information is the responsibility of management and was derived from, and relates directly to, the underlying accounting records used to prepare the financial statements. The supplementary information has been subjected to the review procedures applied in our review of the basic consolidated financial statements. We are not aware of any material modifications that should be made to the supplementary consolidating information. We have not audited the supplementary consolidating information and do not express an opinion on such information.

FORVIS, LLP

Lincoln, Nebraska
April 19, 2024

Landscapes Holding, LLC
Consolidated Balance Sheet
with Consolidating Information
December 31, 2023

ASSETS

	Consolidating Information					Consolidated
	LUL	LGG	LGM	LHL	Eliminations	
Current Assets						
Cash and cash equivalents	\$ 6,994,139	\$ 3,000,679	\$ 683,732	\$ -	\$ -	\$ 10,678,550
Receivables						
Contract	13,098,048	-	-	-	-	13,098,048
Due from related parties	687,202	-	158,177	-	(757,187)	88,192
Other	240,259	-	-	-	-	240,259
Trade and other, net	-	58,177	1,378,313	-	-	1,436,490
Inventories	7,313,845	487,197	42,445	-	-	7,843,487
Contract assets - costs and estimated earnings in excess of billings on uncompleted contracts	1,096,188	-	-	-	-	1,096,188
Contract assets - retainage	74,734	-	-	-	-	74,734
Prepaid expenses	2,017,022	262,977	49,873	-	-	2,329,872
Total current assets	31,521,437	3,809,030	2,312,540	-	(757,187)	36,885,820
Property and Equipment, at Cost						
Land and improvements	-	13,805,789	-	-	(6,292)	13,799,497
Buildings and improvements	3,216,377	7,521,827	-	-	-	10,738,204
Equipment	16,405,011	3,801,552	-	-	-	20,206,563
Trucks and other vehicles	3,951,572	-	30,381	-	-	3,981,953
Office furniture and equipment	1,191,167	-	74,260	-	-	1,265,427
Construction in progress	-	47,942	-	-	-	47,942
	24,764,127	25,177,110	104,641	-	(6,292)	50,039,586
Less accumulated depreciation	13,719,414	16,077,769	57,092	-	-	29,854,275
	11,044,713	9,099,341	47,549	-	(6,292)	20,185,311
Other Assets						
Receivables due from related parties	1,293,000	-	348,122	-	(526,000)	1,115,122
Investments in unconsolidated golf courses	-	770,478	-	-	-	770,478
Investment in subsidiaries	-	-	-	32,694,567	(32,694,567)	-
Other	1,268,429	12,147	137,530	-	-	1,418,106
	2,561,429	782,625	485,652	32,694,567	(33,220,567)	3,303,706
	<u>\$ 45,127,579</u>	<u>\$ 13,690,996</u>	<u>\$ 2,845,741</u>	<u>\$ 32,694,567</u>	<u>\$ (33,984,046)</u>	<u>\$ 60,374,837</u>

See Independent Accountant's Review Report and Notes to Consolidated Financial Statements

LIABILITIES AND MEMBERS' EQUITY

	Consolidating Information					Consolidated
	LUL	LGG	LGM	LHL	Eliminations	
Current Liabilities						
Current maturities of long-term debt	\$ 756,648	\$ 965,161	\$ -	\$ -	\$ -	\$ 1,721,809
Payable to related parties	-	258,774	498,413	-	(757,187)	-
Other accounts payable	3,647,840	460,130	227,734	-	-	4,335,704
Accrued liabilities	1,178,645	421,627	420,276	-	-	2,020,548
Deferred revenue	-	425,135	-	-	-	425,135
Contract liabilities - billings in excess of costs and estimated earnings on uncompleted contracts, net of contract retention totaling \$1,091,141	11,262,538	-	-	-	-	11,262,538
Total current liabilities	16,845,671	2,530,827	1,146,423	-	(757,187)	19,765,734
Long-term Debt	2,490,775	6,148,611	-	-	-	8,639,386
Other Liabilities						
Accounts payable to related parties	-	847,410	-	-	(526,000)	321,410
Other	301,027	-	-	-	-	301,027
	301,027	847,410	-	-	(526,000)	622,437
Landscapes Holding, LLC Members' Equity	25,490,106	5,511,435	1,699,318	32,694,567	(32,700,859)	32,694,567
Noncontrolling Interest	-	(1,347,287)	-	-	-	(1,347,287)
Total Members' Equity	25,490,106	4,164,148	1,699,318	32,694,567	(32,700,859)	31,347,280
	<u>\$ 45,127,579</u>	<u>\$ 13,690,996</u>	<u>\$ 2,845,741</u>	<u>\$ 32,694,567</u>	<u>\$ (33,984,046)</u>	<u>\$ 60,374,837</u>

Landscapes Holding, LLC
Consolidated Statement of Income
with Consolidating Information
Year Ended December 31, 2023

	Consolidating Information				Eliminations	Consolidated
	LUL	LGG	LGM	LHL		
Revenues Earned	\$ 121,480,749	\$ 11,808,631	\$ 41,369,485	\$ -	\$ (4,977,998)	\$ 169,680,867
Cost of Revenues Earned	101,186,589	1,547,913	36,864,578	-	(4,508,702)	135,090,378
Gross Profit	20,294,160	10,260,718	4,504,907	-	(469,296)	34,590,489
Operating Expenses						
Salaries and wages	6,104,447	-	3,181,293	-	220,000	9,505,740
Employee benefits	594,370	-	-	-	20,000	614,370
Depreciation	924,381	583,710	15,853	-	-	1,523,944
Professional fees	804,292	-	-	-	-	804,292
Office expenses	424,556	-	-	-	50,000	474,556
Travel and entertainment	738,009	-	-	-	-	738,009
Corporate aircraft expenses	526,653	-	-	-	-	526,653
Telephone	103,032	-	-	-	5,000	108,032
Education and training	59,963	-	-	-	-	59,963
Golf shop and driving range	-	720,155	-	-	-	720,155
Golf carts	-	559,579	-	-	-	559,579
Golf course maintenance	-	2,425,267	-	-	-	2,425,267
Food and beverage	-	1,406,711	-	-	-	1,406,711
General and administrative	-	2,076,940	982,051	-	(297,360)	2,761,631
Management fees	-	469,296	-	-	(469,296)	-
Other	726,574	210,180	-	-	2,360	939,114
	11,006,277	8,451,838	4,179,197	-	(469,296)	23,168,016
Operating Income	9,287,883	1,808,880	325,710	-	-	11,422,473
Other Income (Expense)						
Interest income	312,163	17,425	-	-	(22,858)	306,730
Interest expense	(195,018)	(385,044)	-	-	22,858	(557,204)
Equity in operations of unconsolidated golf courses	-	497,079	-	-	-	497,079
Equity in operations of subsidiaries	-	-	-	11,113,390	(11,113,390)	-
Other	(488,122)	(1,331)	100,984	-	-	(388,469)
	(370,977)	128,129	100,984	11,113,390	(11,113,390)	(141,864)
Net Income	8,916,906	1,937,009	426,694	11,113,390	(11,113,390)	11,280,609
Less: Net Income Attributable to the Noncontrolling Interest	-	167,219	-	-	-	167,219
Net Income Attributable to Landscapes Holding, LLC	\$ 8,916,906	\$ 1,769,790	\$ 426,694	\$ 11,113,390	\$ (11,113,390)	\$ 11,113,390

Landscapes Holding, LLC
Consolidated Statement of Members' Equity
with Consolidating Information
Year Ended December 31, 2023

	Consolidating Information				Noncontrolling Interest	Eliminations	Consolidated
	LUL	LGG	LGM	LHL			
Balance, January 1, 2023	\$ 24,235,217	\$ 3,741,645	\$ 1,272,624	\$ 29,243,194	\$ (1,273,220)	\$ (29,249,486)	\$ 27,969,974
Net income	8,916,906	1,769,790	426,694	11,113,390	167,219	(11,113,390)	11,280,609
Distributions	(7,662,017)	-	-	(7,662,017)	(241,286)	7,662,017	(7,903,303)
Balance, December 31, 2023	<u>\$ 25,490,106</u>	<u>\$ 5,511,435</u>	<u>\$ 1,699,318</u>	<u>\$ 32,694,567</u>	<u>\$ (1,347,287)</u>	<u>\$ (32,700,859)</u>	<u>\$ 31,347,280</u>

Landscapes Holding, LLC
Consolidated Statement of Cash Flows
with Consolidating Information
Year Ended December 31, 2023

	Consolidating Information				Eliminations	Consolidated
	LUL	LGG	LGM	LHL		
Operating Activities						
Net income	\$ 8,916,906	\$ 1,937,009	\$ 426,694	\$ 11,113,390	\$ (11,113,390)	\$ 11,280,609
Items not requiring (providing) cash						
Depreciation	1,849,868	583,710	15,853	-	-	2,449,431
Gain on disposal of property and equipment	(159,629)	(87,437)	-	-	-	(247,066)
Equity in operations of unconsolidated golf courses	-	(497,079)	-	-	-	(497,079)
Equity in operations of subsidiaries	-	-	-	(11,113,390)	11,113,390	-
Distributions in excess of income of subsidiaries	-	-	-	7,662,017	(7,662,017)	-
Changes in						
Contract receivables	(4,618,638)	-	-	-	-	(4,618,638)
Trade and membership receivables	-	26,889	(428,666)	-	-	(401,777)
Due from related parties	782,428	-	(239,995)	-	(784,242)	(241,809)
Other receivables	53,018	-	-	-	-	53,018
Inventories	469,865	(19,589)	(42,445)	-	-	407,831
Contract assets - retainage	847,466	-	-	-	-	847,466
Contract assets - costs and estimated earnings in excess of billings on uncompleted contracts	(148,394)	-	-	-	-	(148,394)
Prepaid expenses	(65,121)	(47,073)	(20,842)	-	-	(133,036)
Accounts payable	(2,739,678)	129,379	91,733	-	-	(2,518,566)
Accounts payable to related parties	-	(635,744)	(148,498)	-	784,242	-
Accrued liabilities	(1,410,095)	72,047	154,230	-	-	(1,183,818)
Contract liabilities - billings in excess of costs and estimated earnings on uncompleted contracts	216,915	-	-	-	-	216,915
Deferred revenue	-	59,264	-	-	-	59,264
Other	148,103	-	-	-	-	148,103
Net cash provided by (used in) operating activities	<u>4,143,014</u>	<u>1,521,376</u>	<u>(191,936)</u>	<u>7,662,017</u>	<u>(7,662,017)</u>	<u>5,472,454</u>
Investing Activities						
Distributions received from unconsolidated golf courses	-	505,475	-	-	-	505,475
Proceeds from disposal of property and equipment	570,311	155,175	-	-	-	725,486
Purchase of property and equipment	(5,152,673)	(344,741)	(13,635)	-	-	(5,511,049)
Other	(451,752)	3,169	(92,530)	-	-	(541,113)
Net cash provided by (used in) investing activities	<u>(5,034,114)</u>	<u>319,078</u>	<u>(106,165)</u>	<u>-</u>	<u>-</u>	<u>(4,821,201)</u>

Landscapes Holding, LLC
Consolidated Statement of Cash Flows
with Consolidating Information - Continued
Year Ended December 31, 2023

	Consolidating Information				Eliminations	Consolidated
	LUL	LGG	LGM	LHL		
Financing Activities						
Principal payments on long-term debt	\$ (1,084,620)	\$ (942,433)	\$ -	\$ -	\$ -	\$ (2,027,053)
Distributions to noncontrolling interests	-	(241,286)	-	-	-	(241,286)
Distributions	(7,662,017)	-	-	(7,662,017)	7,662,017	(7,662,017)
Net cash used in financing activities	(8,746,637)	(1,183,719)	-	(7,662,017)	7,662,017	(9,930,356)
Change in Cash and Cash Equivalents	(9,637,737)	656,735	(298,101)	-	-	(9,279,103)
Cash and Cash Equivalents, Beginning of Year	16,631,876	2,343,944	981,833	-	-	19,957,653
Cash and Cash Equivalents, End of Year	<u>\$ 6,994,139</u>	<u>\$ 3,000,679</u>	<u>\$ 683,732</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 10,678,550</u>
Supplemental Cash Flows Information						
Interest paid	\$ 195,260	\$ 379,205	\$ -	\$ -	\$ (22,858)	\$ 551,607
Direct financing acquisitions of property and equipment	\$ 184,309	\$ 633,310	\$ -	\$ -	\$ -	\$ 817,619