

# SERVICE CONTRACT

No. 2007

**THIS AGREEMENT** is made and entered into on \_\_\_\_\_, by the City of Pompano Beach (“City”) and Cypress Golf Management, LLC, a Florida Limited Liability Company (“Contractor”).

**WHEREAS**, City requires services which Contractor is capable of providing under the terms and conditions described herein; and

**WHEREAS**, Contractor is able and prepared to provide such services to City under the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. *Contract Documents.* This Agreement consists of the Scope of Work set forth in Exhibit “A” (the “Work”) and, the Insurance Requirements set forth in Exhibit “B”, both of which are attached hereto and made a part hereof; and all written modifications issued after execution of this Agreement.

2. *Purpose.* City contracts with Contractor to provide golf course maintenance services upon the terms and conditions set forth herein.

3. *Scope of Work.* Contractor shall provide the Scope Services set forth in Exhibit “A” and insurance set forth in Exhibit “B” both attached hereto and made a part hereof. If the Work requires Contractor to provide materials or complete the Work within a specified time frame or in accordance with certain plans and specifications, these terms and conditions shall be set forth and included in Exhibit A and Contractor agrees to provide said materials or Work in accordance therewith. Contractor and Contractor’s heirs, executors, administrators, successors and assigns, do hereby agree to full performance of all covenants contained herein on Contractor’s part.

4. *Term of Contract.* This Contract shall be for a term of five (5) year(s) or less beginning with the date this Contract is fully executed by both parties.

5. *Renewal.* In the event City determines Contractor to be in full compliance with this Agreement and Contractor’s performance thereunder to be satisfactory, then City, with City Commission approval, shall have the option to renew this Agreement for additional five (5) year terms.

6. *Maximum Obligation.* City agrees to pay Contractor for performing the Work and providing the required insurance.

7. *Price Formula, Payment and Invoices.*

A. Price Formula. City agrees to pay Contractor for performance of the Work set forth in this Agreement as follows:

Contractor shall be paid a total compensation of two million six hundred twenty-five thousand six hundred forty-nine dollars and 10/100 (\$2,625,649.10) which includes the lease of new equipment.

Contractor shall be paid an annual compensation of two million three hundred ninety-nine thousand six hundred forty-nine dollars and 10/100 (\$2,399,649.10) to be in equal bi-weekly payments. The total annual compensation amount shall be adjusted as needed per the criteria below.

Contractor shall be paid two hundred and twenty-six thousand dollars (\$226,000.00) for the lease of new equipment to be used during the term of this agreement in the maintenance of the City's Golf Courses. Contractor and City acknowledge that equipment is expected to perform all required functions of this Agreement through the term of this Agreement. City reserves the right to supplement this amount as needed for additional equipment necessary for optimum maintenance of the City's Golf Courses. Any additional leases or purchases are contingent on City approval and available funding. City reserves the right to issue a separate purchase order for the lease or purchase of any additional equipment through the term of this Agreement.

Contractor shall be paid an initial labor rate of twenty dollars (\$20.00) per hour per employee. This rate will be adjusted annually in according to the applicable Consumer Price Index (the CPI) for the South Urban area. For the purposes of this Agreement, the applicable CPI shall be the average percentage increase or decrease, if any, of the "All Urban Consumers" not seasonally adjusted index for Other goods and services for the base period 1982-84 for the South Urban Area, and the Urban Wage Earners and Clerical Workers not seasonally adjusted for All Items for the Base Period 1982-84 for the South Urban Area as published by the Bureau of Labor Statistics of the U.S. Department of Labor giving equal weight to both indexes. Such adjustment shall be determined by Contractor comparing the change of such indexes using the closest month's index which is available on the beginning of the coming term year to the same month prior to the beginning of the then current term year. For example, if the first adjustment will be on April 1, 2024, the closest month's index available on April 1, 2024 will be February 2024. In no event shall the annual adjustment be any greater than two and one half percent (2.5%) of the payment for the immediately preceding year. Contractor shall provide City its calculation for the CPI adjustment (along with copies of source document for the indices) with all invoices presented for such an adjustment.

In the event that the indexes are no longer available during the term of this Agreement, the parties shall mutually select a replacement index as required provided that any such replacement shall, in the best judgment of the parties, be as nearly the same as the replaced Index.

B. Payment. Unless disputed by City as provided herein, upon City's receipt of a Proper Invoice as defined in § 218.72, Florida Statutes, as amended, City shall forward Contractor payment for (i) construction services defined as all labor, services, and materials provided in connection with the construction, alteration, repair, demolition, reconstruction, or any other improvement to real property that require a license under Parts I and II of Chapter 489, Florida Statutes, within twenty-five (25) business days and (ii) forty five (45) days for all goods and services provided other than construction services.

City may temporarily remove for review any disputed amount, by line item, from an invoice and shall timely provide Contractor written notification of any such disputed charge. Contractor shall provide clarification and a satisfactory explanation to City, along with revised copies of all such documents if inaccuracies or errors are discovered, within ten (10) days of receipt of City's notice of the disputed amount

In the event City has a claim against Contractor for Work performed hereunder which has not been timely remedied in accordance with the provisions of this Article 7, City may withhold payment for the contested amount, in whole or in part, to protect itself from loss on account of defective Work, claims filed or reasonable evidence indicating probable filing of claims by other parties against Contractor, and/or Contractor's failure to make proper payments to subcontractors or vendors for material or labor. When the reason(s) for withholding payment are removed or resolved in a manner satisfactory to City, payment shall be made.

Resolution of improper payment requests or invoices shall be in accordance with § 218.76, Florida Statutes, as amended.

C. Invoices. Contractor shall submit invoices to City on a bi-weekly basis.

8. *Disputes.* Any factual disputes between City and the Contractor in regard to this Agreement shall be directed to the City Manager for the City, and such decision shall be final.

9. *Contract Administrators, Notices and Demands.*

A. *Contract Administrators.* During the term of this Agreement, the City's Contract Administrator shall be Earl Bosworth and the Contractor's Contract Administrator shall be provided by Contractor upon commencement of services (or their authorized written designee) as further identified below.

B. *Notices and Demands.* A notice, demand, or other communication hereunder by either party to the other shall be effective if it is in writing and sent via email, facsimile, registered or certified mail or other trackable delivery service, postage prepaid to the representatives named below or is addressed and delivered to such other authorized representative at the address as that party, from time to time may designate in writing and forward to the other.

**If to Contractor:** Scott Zakany  
235 Apollo Beach Blvd. #422  
Apollo Beach, FL 33572  
Office: 813-645-9111

Email: [szakany@cgcs.com](mailto:szakany@cgcs.com)

**If to City:** Earl Bosworth, Contract Administrator  
100 West Atlantic Blvd  
Pompano Beach, FL 33060  
Office: 954-786-4602  
Email: [Earl.Bosworth@copbfl.com](mailto:Earl.Bosworth@copbfl.com)

**With a copy to:** Antonio Pucci, Contract Manager  
100 West Atlantic Blvd.  
Pompano Beach, FL 33060  
Phone: 954-786-5574  
Email: [antonio.pucci@copbfl.com](mailto:antonio.pucci@copbfl.com)

10. *Ownership of Documents and Information.* All information, data, reports, plans, procedures or other proprietary rights in all Work items, developed, prepared, assembled or compiled by Contractor as required for the Work hereunder, whether complete or unfinished, shall be owned by the City without restriction, reservation or limitation of their use and made available at any time and at no cost to City upon reasonable written request for its use and/or distribution as City deems appropriate provided City has compensated Contractor for said Work product. City's re-use of Contractor's Work product shall be at its sole discretion and risk if done without Contractor's written permission. Upon completion of all Work contemplated hereunder or termination of this Agreement, copies of all of the above data shall be promptly delivered to the City's Contract Administrator upon written request. The Contractor may not disclose, use, license or sell any work developed, created, or otherwise originated hereunder to any third party whatsoever. The rights and obligations created under this Article shall survive the termination or expiration of this Agreement.

To the extent it exists and is necessary to perform the Work hereunder, City shall provide any information, data and reports in its possession to Contractor free of charge.

11. *Termination.*

A. *Termination for Breach or Default.* Breach or default of any of the covenants, duties, or terms of this Agreement shall be cause for termination, in whole or in part, of this Agreement. In the event of a breach or default, the defaulting party shall be given written notice in accordance with Article 9 herein which describes in reasonable detail the alleged breach or default and ten (10) calendar days to cure same. Failure to cure all such described defects within the required time period shall result in termination of this contract with written notice to Contractor.

B. *Termination for Convenience.* City retains the right to terminate this Agreement for convenience upon ten (10) business days written notice to Contractor in accordance with Article 9 herein. Such Notice of Termination may include City's proposed Transition Plan and timeline for terminating the Work, requests for certain Work product documents and materials, and other provisions regarding winding down concerns and activities. City shall compensate Contractor for all authorized Work satisfactorily performed through the termination date under the

payment terms set forth in Article 7 above and all Work product documents and materials shall be delivered to City within ten (10) business days from the Notice of Termination. If any Work hereunder is in progress but not completed as of the date of the termination, then upon City's written approval, this Agreement may be extended until said Work is completed and accepted by City.

12. *Force Majeure.* Neither party shall be obligated to perform any duty, requirement or obligation hereunder if such performance is prevented by fire, hurricane, earthquake, explosion, war, civil disorder, sabotage, accident, flood, acts of nature or by any reason of any other matter or condition beyond the control of either party which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall economic hardship or lack of funds be considered an event of Force Majeure. If either party is unable to perform or delayed in their performance of any obligations hereunder by reason of any event of Force Majeure, such inability or delay shall be excused at any time during which compliance therewith is prevented by such event and during such period thereafter as may be reasonably necessary for either party to correct the adverse effect of such event of Force Majeure.

Contractor must follow all Federal, State, County, and City safety guidelines, including all CDC safety guidelines in effect during the term of the program, including but not limited to social distancing, and personal protection equipment. Inability to conduct the program and follow any and all required safety guidelines applicable to the COVID-19 virus or other similar pandemic or emergency, or failure to follow such requirements, including but not limited to, social distancing, shall constitute grounds for immediate cancellation of this Agreement unilaterally by the City upon written notice, which may be provided via electronic mail.

13. *Insurance.* Contractor shall maintain insurance in accordance with Exhibit "B" throughout the term of this Agreement.

14. *Indemnification.* Except as expressly provided herein, no liability shall attach to the City by reason of entering into this Agreement.

A. Contractor shall at all times indemnify, defend, save and hold harmless the City, its officers, officials, employees, volunteers and other authorized agents from and against any and all claims, demands, suit, damages, attorneys' fees, fines, losses, penalties, defense costs or liabilities suffered by the City arising directly or indirectly from Contractor's performance under this Contract, including but not limited to, any act, breach, omission, negligence, recklessness or misconduct of Contractor and/or any of its agents, officers, or employees hereunder, including any inaccuracy in or breach of any of the representations, warranties or covenants made by the Contractor, its agents, officers and/or employees, in the performance of services of this contract. Contractor agrees to investigate, handle, respond to, provide defense for, and defend any such claims at its sole expense and to bear all other costs and expenses related thereto, even if the claim(s) is/are groundless, false or fraudulent. To the extent considered necessary by City, any sums due Contractor hereunder may be retained by City until all of City's claims for indemnification hereunder have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

B. Contractor acknowledges and agrees that City would not enter into this Agreement without Contractor's indemnification of the City. The parties agree that one percent (1%) of the total compensation paid to Contractor hereunder shall constitute specific consideration to Contractor for the indemnification provided under this Article and these provisions shall survive expiration or early termination of this Agreement.

15. *Sovereign Immunity.* Nothing in this Agreement shall constitute a waiver by the City of its sovereign immunity limits as set forth in section 768.28, Florida Statutes. Nothing herein shall be construed as consent from either party to be sued by third parties.

16. *Non-Assignability and Subcontracting.*

A. *Non-Assignability.* This Agreement is not assignable and Contractor agrees it shall not assign or otherwise transfer any of its interests, rights or obligations hereunder, in whole or in part, to any other person or entity without City's prior written consent which must be sought in writing not less than fifteen (15) days prior to the date of any proposed assignment. Any attempt by Contractor to assign or transfer any of its rights or obligations hereunder without first obtaining City's written approval shall not be binding on City and, at City's sole discretion, may result in City's immediate termination of this Agreement whereby City shall be released of any of its obligations hereunder. In addition, this Agreement and the rights and obligations herein shall not be assignable or transferable by any process or proceeding in court, or by judgment, execution, proceedings in insolvency, bankruptcy or receivership. In the event of Contractor's insolvency or bankruptcy, City may, at its option, terminate and cancel this Agreement without any notice of any kind whatsoever, in which event all rights of Contractor hereunder shall immediately cease and terminate.

B. *Subcontracting.* Prior to subcontracting for Work to be performed hereunder, Contractor shall be required to obtain the written approval of the City's Contract Administrator. If the City's Contract Administrator, in his/her sole discretion, objects to the proposed subcontractor, Contractor shall be prohibited from allowing that subcontractor to provide any Work hereunder. Although Contractor may subcontract Work in accordance with this Article, Contractor remains responsible for any and all contractual obligations hereunder and shall also be responsible to ensure that none of its proposed subcontractors are listed on the *Convicted Vendors List* referenced in accordance with the provisions of Article 28 below.

17. *Performance Under Law.* The Contractor, in the performance of duties under the Agreement, agrees to comply with all applicable local, state and/or federal laws and ordinances including, but not limited to, standards of licensing, conduct of business and those relating to criminal activity, and the Americans with Disabilities Act (ADA).

18. *Audit and Inspection Records.* The Contractor shall permit the authorized representatives of the City to inspect and audit all data and records of the Contractor, if any, relating to performance under the contract until the expiration of three years after final payment under this contract.

The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that City or any of their duly authorized

representatives shall, until the expiration of three years after final payment under the subcontractor, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor, involving transactions related to the subcontractor.

19. A *Adherence to Law.* Both parties shall adhere to all applicable laws governing their relationship with their employees including, but not limited to, laws, rules, regulations and policies concerning worker's compensation, unemployment compensation and minimum wage requirements.

B *Conflict of Interest.* During the time period this Agreement is in effect, Contractor, its employees subcontractors, and agents shall not engage in any conduct or activities that would constitute a conflict of interest, and shall otherwise avoid any appearance of such conflict of interest. Additionally, Contractor, its employees subcontractors, and agents shall refrain from acting adverse to the City's interest in promoting the goals and objectives of this Agreement. Any potential such conflict of interest must be reported to the City and may be waived only upon additional review and approval by the City Manager.

Furthermore, none of Contractor's employees, subcontractors, and agents shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

The existence of any such conflict of interest, or evidence of non-compliance with the above paragraphs, may serve as grounds for termination of this Agreement pursuant to Paragraph 11, Termination.

20. *Independent Contractor.* The Contractor shall be deemed an independent Contractor for all purposes, and the employees of the Contractor or any of its contractors, subcontractors and the employees thereof, shall not in any manner be deemed to be employees of City. As such, the employees of the Contractor, its Contractors or subcontractors, shall not be subject to any withholding for tax, social security or other purposes by City, nor shall such Contractor, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from City.

21. *Contractor cooperation.* The Contractor recognizes that the performance of this contract is essential to the provision of vital public services and the accomplishment of the stated goals and mission of City. Therefore, the Contractor shall be responsible to maintain a cooperative and good faith attitude in all relations with City and shall actively foster a public image of mutual benefit to both parties. The Contractor shall not make any statements or take any actions detrimental to this effort.

22. *Public Records.*

A. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:

1. Keep and maintain public records required by the City in order to perform the service.

2. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.

4. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

B. Failure of the Contractor to provide the above described public records to the City within a reasonable time may subject Contractor to penalties under 119.10, Florida Statutes, as amended.

## **PUBLIC RECORDS CUSTODIAN**

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**CITY CLERK**

**100 W. Atlantic Blvd., Suite 253**

**Pompano Beach, Florida 33060**

**(954) 786-4611**

**[RecordsCustodian@copbfl.com](mailto:RecordsCustodian@copbfl.com)**



23. *Governing Law.* Agreement must be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement will be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit will be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

24. *Waiver and Modification.*

A. No waiver made by either party with respect to performance, manner, time, or any obligation of either party or any condition hereunder shall be considered a waiver of that party's rights with respect to the particular obligation or condition beyond those expressly waived in writing or a waiver of any other rights of the party making the waiver or any other obligations of the other party.

B. No Waiver by Delay. The City shall have the right to institute such actions or proceedings as it may deem desirable for effectuating the purposes of this Agreement provided that any delay by City in asserting its rights hereunder shall not operate as a waiver of such rights or limit them in any way. The intent of this provision is that City shall not be constrained to exercise such remedy at a time when it may still hope to otherwise resolve the problems created by the default or risk nor shall any waiver made by City with respect to any specific default by Contractor be considered a waiver of City's rights with respect to that default or any other default by Contractor.

C. Either party may request changes to modify certain provisions of this Agreement; however, unless otherwise provided for herein, any such changes must be contained in a written amendment executed by both parties with the same formality of this Agreement.

25. *No Contingent Fee.* Contractor warrants that other than a bona fide employee working solely for Contractor, Contractor has not employed or retained any person or entity, or paid or agreed to pay any person or entity, any fee, commission, gift or any other consideration to solicit or secure this Agreement or contingent upon or resulting from the award or making of this Agreement. In the event of Contractor's breach or violation of this provision, City shall have the right to terminate this Agreement without liability and, at City's sole discretion, to deduct from the Price Formula set forth in Article 7 or otherwise recover the full amount of such fee, commission, gift or other consideration.

26. *Attorneys' Fees and Costs.* In the event of any litigation involving the provisions of this Agreement, both parties agree that the prevailing party in such litigation shall be entitled to recover from the non-prevailing party reasonable attorney and paraprofessional fees as well as all out-of-pocket costs and expenses incurred thereby by the prevailing party in such litigation through all appellate levels.

27. *No Third Party Beneficiaries.* Contractor and City agree that this Agreement and other agreements pertaining to Contractor's performance hereunder shall not create any obligation on Contractor or City's part to third parties. No person not a party to this Agreement shall be a third-party beneficiary or acquire any rights hereunder.

28. *Public Entity Crimes Act.* As of the full execution of this Agreement, Contractor certifies that in accordance with §287.133, Florida Statutes, it is not on the *Convicted Vendors List* maintained by the State of Florida, Department of General Services. If Contractor is subsequently listed on the *Convicted Vendors List* during the term of this Agreement, Contractor agrees it shall immediately provide City written notice of such designation in accordance with Article 9 above.

29. *Entire Agreement.* This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

30. *Headings.* The headings or titles to Articles of this Agreement are not part of the Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

31. *Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A photocopy, email or facsimile copy of this Agreement and any signatory hereon shall be considered for all purposes as original.

32. *Approvals.* Whenever CITY approval(s) shall be required for any action under this Agreement, said approval(s) shall not be unreasonably withheld.

33. *Absence of Conflicts of Interest.* Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with their performance under this Agreement and that no person having any conflicting interest shall be employed or engaged by either party in its performance under this Agreement.

34. *Binding Effect.* The benefits and obligations imposed pursuant to this Agreement shall be binding and enforceable by and against the parties hereto.

35. *Employment Eligibility.* By entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit or County Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute

by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination

36. *Severability.* Should any provision of this Agreement or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts of provisions of this Agreement shall remain in full force and effect.

**THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK**

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Attest:

**CITY OF POMPANO BEACH**

\_\_\_\_\_  
KERVIN ALFRED, CITY CLERK

By: \_\_\_\_\_  
REX HARDIN, MAYOR

By: \_\_\_\_\_  
GREGORY P. HARRISON, CITY MANAGER

APPROVED AS TO FORM:

\_\_\_\_\_  
MARK E. BERMAN, CITY ATTORNEY

(SEAL)

**“CONTRACTOR”**

Cypress Golf Management, LLC

Witnesses:

Lawrence Bestwick

Lawrence Bestwick  
(Print or Type Name)

DAVID KELLY  
(Print or Type Name)

By: [Signature]  
William J. Stine

STATE OF FLORIDA

COUNTY OF CHARLOTTE

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this 28 day of JUNE, 2023, by William J. Stine as Manager of Cypress Golf Management, LLC, a Florida limited liability company on behalf of the company. He is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification.

NOTARY’S SEAL:

[Signature]  
NOTARY PUBLIC, STATE OF FLORIDA

DAVID KELLY  
(Name of Acknowledger Typed, Printed or Stamped)

HH 119231  
Commission Number



## **Exhibit A** **Scope of Work**

### **Introduction**

The City operates two golf courses, the Palms and Pines Courses, and requires a Contractor to maintain both courses to the highest quality of skill and care used by signature golf course maintenance and management companies and shall include specialized expertise in warm season turf grass environments and Greg Norman designed golf courses. City has chosen the Contractor to enter into this agreement for the Contractor's skill and experience in providing such services. Contractor represents and warrants it has and will continue to maintain all licenses and approvals required to conduct business and provide services under this Agreement and that it will at all times conduct its activities in a professional, reputable manner.

### **Contractor Responsibilities**

- A. Contractor shall be required to record and preserve complete and accurate records for all activities and revenues generated under this Agreement for a period of five (5) years after its termination or as otherwise required by applicable law(s). However, if an audit has been initiated and audit findings have not been resolved, the records shall be retained until resolution of the audit findings.
- B. Within 72 business hours of City's written request, Contractor shall make available for City's inspection and review, all Schedules, Time Sheets, Logs, Reports and other records for each golf course required attendant to Contractor's provision of goods and services hereunder, including Contractor's invoices for subcontractors and packing slips or delivery tickets for all materials and supplies necessary to maintain the City Property.
- C. Contractor shall develop, utilize and retain delivery tickets for all materials and supplies ordered for use on the City Property, the receipt of which shall be acknowledged in writing by the City's Golf Course Manager. Contractor's bulk order invoices for materials and supplies shall be notated to clearly identify the quantities to be provided to City hereunder.
- D. Contractor shall develop, utilize and retain delivery tickets for all materials and supplies ordered for use on the City Property, the receipt of which shall be acknowledged in writing by the City's Golf Course Manager. Contractor's bulk order invoices for materials and supplies shall be notated to clearly identify the quantities to be provided to City hereunder.
- E. One (1) week prior to the upcoming month, Contractor shall furnish the City's Golf Course Manager an advance monthly master scheduling plan for each golf course setting forth the proposed work schedules for the upcoming month
- F. A Pesticide and Fertility Log that details the types and quantities of horticultural materials utilized as well as the application date and location shall be maintained on the City Property and provided immediately for inspection and audit to City representatives upon request.
- G. Contractor is required to provide the equipment used for the services outlined within this agreement. Equipment is to be properly maintained, and said maintenance is the responsibility of the Contractor. Contractor shall maintain logs of all maintenance and repairs for the equipment used to provide the services listed within this Agreement. Contractor shall provide these logs to the City's Golf Course Manager upon request.

- H. Within four (4) calendar days from the end of each pay period, Contractor shall routinely submit to City Bi-Weekly Employee Time Sheets for each golf course which identify course name; name and position of employee(s); number of hours and dates worked; and the start/end time. Contractor agrees to timely provide City any additional information requested by City to determine Contractor's compliance with this Agreement. Bi-Weekly Time Sheets shall cover 52 weeks for each contract year and shall be signed and dated by employee and Contractor's Superintendent as certification of actual hours provided by Contractor under this Agreement.
- I. Contractor shall maintain a level of staffing on their payroll, required to provide the maintenance services described below. City reserves the right to deduct payment from invoices if the level of maintenance and staffing is not appropriate as described below.
- J. Contractor's employees shall report any hazardous conditions and/or repairs or maintenance necessary to keep the City Property in good and safe condition to Contractor's Superintendent who shall immediately inform the City's Golf Course Manager in writing. Additionally Contractor shall, as soon as possible, provide the City's Golf Course Manager notice of any accidents occurring at the City Property in which damage to property or injury to a person occurs. An email shall be considered sufficient form of written notice in regards to notices relating to this paragraph.
- K. Contractor shall provide the City's Golf Course manager any recommendations to improve the Golf Courses. Additionally, Contractor shall continuously work with the City's Golf Course manager to improve the condition of the City's Golf Course. Throughout the effective term of this Agreement, Contractor agrees that City reserves the right to contract with a professional Turf Consultant, at City's sole expense, to evaluate Contractor's recommendations, current maintenance and agronomic practices on the City Property and ensure that Contractor is complying with all requisite technical programs hereunder. Both Parties agree that due to change in best practices the maintenance specifications listed below may need to be changed. Such a change must be mutually agreed to in writing and reflected through an amendment to the Agreement.
- L. Contractor shall plan, administer and coordinate all aspects of the maintenance and management of the CITY Property.
- M. Contractor shall be responsible to pay any and all sales taxes and other charges of any nature or kind, which may be assessed against Contractor's provision of services or goods under this Agreement.
- N. Contractor is responsible for hiring and managing its own employees, all of which shall be a minimum of eighteen (18) years old, under Contractor's exclusive direction and control and not deemed agents or employees of the City.
- O. Contractor shall be solely responsible for compensating its employees, representative and other agents and complying with all federal, state and local laws, ordinances and regulations pertaining to employment of such persons including, but not limited to, provision of workers' compensation insurance and any other benefits required by law.
- P. Contractor shall be responsible to ensure that all its employees, other agents or representatives are suitable for employment in a municipal facility in terms of general character, knowledge, ability, public relations potential, manner and conduct.

- Q. Contractor Shall operate and conduct the business covered by this Agreement in accordance with all applicable federal, state and local laws, including the laws of Broward County and the charter, ordinances and other regulations of the City of Pompano Beach as may now exist or as may hereafter be adopted. Ignorance on Contractor's part shall in no way relieve Contractor from this responsibility. Contractor, at its sole expense, shall purchase all necessary licenses and permits required by the State of Florida, Broward County, and the City of Pompano Beach. Proof of such licenses, approvals and sales tax payments shall be submitted to the City' s Golf Course Manager upon request.
- R. Contractor shall maintain, and be required to verify, that it operates a "Drug Free Workplace" as set forth in§ 287.087, Florida Statutes.
- S. Contractor will perform all normal functions essential to providing quality playing conditions, to wit, greens mowing, cup changing, moving tee markers, grooming, routine replenishment of bunker sand, etc.
- T. Contractor shall immediately repair any damage to City Property caused by Contractor and be solely responsible to bear all associated costs for labor and materials. Contractor shall make repairs in a manner that restores the damaged area/facility to its original condition or better.
- U. Contractor shall be responsible to maintain lake water and aquatic weed control of all lakes and retention areas located on the City Property, including maintaining the areas free of trash and debris.
- V. Contractor shall schedule and coordinate all maintenance and management activities in accordance with the directive(s) provided by the City's Golf Course Manager, including seasonal or other required adjustments. Contractor's bi-weekly work schedules for each golf course shall be rotated so that the City Property will be appropriately staffed on Saturdays and Sundays. All maintenance work shall be performed so as not to unduly disturb golfers and in accordance with industry standards and applicable safety regulations.
- W. Contractor shall ensure its employees maintain a neat and orderly personal appearance. All employees shall be neatly attired at all times in uniforms pre-approved by City.
- X. The application of pesticides on City Property shall be performed by or under the supervision of a licensed pesticide applicator in accordance with state law. All pesticide applications must follow label guidelines, directions and restrictions.
- Y. Contractor shall designate an experienced full-time Certified Golf Course Superintendent with at least three (3) years proven experience in golf course management in a warm season turf grass environment who shall be present on the City Property during all weekday hours and execution of any specialized services to be provided hereunder to direct daily maintenance and management activities and report noteworthy activities, concerns and recommendations to the City's Golf Course Manager.
- Z. Contractor shall employ qualified personnel whose work history includes successful employment in high quality signature golf course maintenance and management, including specialized expertise in warm season turf grass environments. Contractor shall also train its employees in procedures appropriate for maintenance of the designated Greg Norman Signature Course which constitutes a portion of the Pines Course.



- AA. Contractor shall, at all times, exercise caution for the protection of employees, other persons and property and ensure all its employees are trained in the proper method of cleaning, handling and operating golf course property maintenance equipment and supplies to promote safe operations.
- BB. At Contractor's sole cost, Contractor shall daily clean and resupply with soap, towels, toilet paper and other supplies necessary for normal operation of all on-course restrooms and clubhouse facilities. Contractor is also responsible to keep the rain shelters, clubhouse and on-course walkways swept and free of debris so as to maintain a clean and healthy environment.
- CC. Contractor shall provide and maintain all equipment in working order and according to the manufacturers recommended maintenance schedules, including, but not limited to, keeping detailed records of the maintenance performed on each major piece of equipment.

## **Maintenance Standards and Tasks:**

### **Part I - Paspalum Grass Maintenance Specifications**

#### **Putting Greens Maintenance – Minimum Seven (7) Acres Both Palms and Pines Courses**

**Mowing** - Mowed daily at approximately .100" to .130" depending on weather and time of the year; varying mowing directions each time greens are mowed with a clean-up circle, skipped as necessary, greens should be whipped daily, and leaves and debris should be removed daily. During certain periods of the year and with City representative approval greens may be rolled on an alternating basis if the required greens speed trueness and aesthetics are maintained.

**Cup Cutting** - Change cup locations daily, utilize entire green on a rotation. Cups must be properly located and installed. Plugs must be set correctly. High or low plugs will not be permitted and shall be repaired within one day of being identified.

**Ball Marks** - Repair ball marks, divots, or any other damaged turf on all greens and practice greens daily.

**Verticutting** - Light vertical mowing of all greens and practice greens shall be performed every 7 to 10 days from April to September as needed to control thatch build up and stimulate optimum turf growth.

**Aerification** - Core aerify all greens and practice putting greens three - four times during summer months displacing a minimum of 25% of the surface area. Core sizing and spacing must be approved by the CITY. All core debris must be removed from the green and disposed of and an appropriate topdressing sand should be incorporated into holes. Topdressing sand must be evaluated and evaluated for compatibility against existing greens mix. Depending on greens conditions, a change in size or switch to solid tines may be approved by the City representative. Contractor may adjust the types and frequency of aerifications with the approval of the City representative.

**Spiking** - Spiking of all greens and practice greens shall be performed between aerifications and as needed to maintain proper water infiltration.

**Topdressing** - Topdress all greens and practice greens after aerification and additionally as needed to maintain a smooth putting surface which includes the complete filling of aerification holes. A light

topdressing shall occur every two (2) weeks year around for a total of twenty- four (24) applications yearly. Topdressing materials used shall be determined by soil analysis. Greens will be swept/whipped/watered-in and smooth after each topdressing. Annual minimum tons of sand applied to Pompano Beach – five hundred Tons annually.

**Fertilization Paspalum** - The greens fertilization program should be based on bi-annual, spring and fall, soil analysis results to determine specific requirements. Apply fertilizer in the quantity and type suggested by the soil analysis, and in a manner to provide uniform growth of turf. Minimal fertilization schedule will include:

**Polyon 0-0-50 Micro:** To be applied during both standard core aerifications at a rate of four (4) pounds of potassium per one thousand square feet per aerification and sweep into the aerification holes.

**Gypsum:** Six (6) applications of greens grade gypsum should be applied at ten (10) pounds of product per 1,000 square feet per application throughout the growing season.

**Granular greens grade:** One (1) week before each core aerification a greens grade material of 5-19-12 Micro Mix w/Crystal Green shall be applied at a rate of 0.5 pounds of nitrogen per one thousand square feet.

**K-Mag (0-0-22):** Three (3) applications of greens grade K-Mag should be applied at five (5) pounds of product per 1,000 square feet per application during winter and spring months.

**Liquid fertilizers:** A liquid fertilizer should be applied weekly. This foliar fertilizer should be a 28-8-18 or similar plus a chelated iron source and a complete minor's package containing high Manganese. This weekly fertilizer application shall apply 0.05 pound of nitrogen per one thousand square feet per application. Algae Green bio stimulate containing cytokinin shall be applied on a biweekly basis at the highest labeled rate in conjunction with the foliar fertilizer. Target 3.5 to 5 pounds Nitrogen per one thousand square feet annually.

Soil analysis shall be used to determine other specific nutritional requirements. Contractor shall provide an annual schedule for all fertilizer applications, a post application summary.

**Growth Regulators** - Primo shall be applied at minimum of 8-10 oz. per acre weekly.

**Fungicide** - All greens and practice greens shall have appropriate fungicide applications to prevent and/or control fungal disease activity. Fungicides shall be rotated and applied biweekly at a minimum to prevent resistance. At minimum, twenty-six (26) fungicide applications will be applied on a calendar year. Fungicides should be rotated and combined in tank mixtures to broaden spectrum of control and reduce potential for resistance. In addition to these fungicide applications a Phosphite product shall be applied biweekly at the highest labeled rate.

**Herbicides** - Pre-emergent and post-emergent herbicides shall be used in the appropriate amounts and appropriate times to prevent intrusion into the greens, weeds difficult to eradicate such as Poa annua, goosegrass, crabgrass, and other nuisance vegetation. All greens and practice greens shall be maintained 100% free of foreign grasses and weeds even if it is necessary to remove them by hand.

**Nematode/Insect Control** – Nematode populations should be monitored, and control measures applied if warranted. Acelepryn or equal shall be applied at a rate of 8 oz. per acre three (3) times per year during the months of March, July, and November for control of worms and grubs.

**Wetting agent** – A wetting agent shall be applied at the highest labeled rate on a biweekly basis.

**Irrigation** - Greens are to be properly irrigated to prevent the decline of turf grass and not to be over irrigated causing algae, flooding, or washouts. TDR moisture meters should be used to assist with irrigation and moisture management.

**Greens Conditions** - CONTRACTOR shall ensure that greens are kept in a healthy, smooth, and stress-free condition with consistent ball roll from green to green and from day to day. The original size of the green shall be maintained. Stimpmeter readings shall be consistently kept between 9.5' and 10.5'. If the greens fail to meet this standard CONTRACTOR shall implement additional maintenance practices to quickly improve ball roll and greens speed. Exceptions may be made to the green speed requirements during aerification and on a limited basis during periods of high stress.

## **Part II - Tees on Pines and Papalum tees on Palms, Driving Range Tee, Collars, Approaches and Fairway Maintenance Pines**

### **Minimum Fifty-Five (55) Acres**

**Mowing** - All areas shall be mowed to a height ranging from .375 to .550; no less than three (3) times per week at an interval not to exceed three (3) days during the growing season and as needed during the non-growing season. Clippings, leaves, and debris shall be removed daily.

**Topdressing** - All tees shall be top dressed a minimum of three (3) times each summer and as needed to fill divots and maintain a level surface.

**Set-up** - Tee markers shall be moved daily and coordinated with pin placement. Litter containers shall be emptied daily. Ball washers shall be filled as needed and supplied with clean towels (water shall be changed at least weekly). Ball washers, trash cans, tee signs and benches shall be kept clean and in good repair. Divot buckets are to be cleaned and filled daily.

**Vertical Mowing** - All tees, collars, approaches, and fairways shall be aggressively vertically mowed two (2) times each summer in conjunction with core aerification and as needed to control thatch build up.

**Aerification** - All tees, collars, approaches, and fairways shall be core aerified a minimum of two (2) times each summer with tine sizes and spacing approved by the City representative.

### **Fertilization, PGRs and Plant Protectants –**

- Minimal fertilization schedule for Tee, Collars, Approaches and Fairway:
- One (1) application of 18-0-18 that contains 90% Polyon or other slow-release N source shall be made in early summer months. These applications shall be applied at a rate of 0.75 pound of nitrogen per one thousand square feet per application.
- A gypsum program will be in place during the dry months (Nov to May). The gypsum should be applied in one (1) application at a rate of 500 lbs. per acre. Additional applications, if required, shall be at CITY's cost.
- A K-mag program should be in place during between June to Oct. The K- Mag should be applied in two (2) applications at a rate of 200 lbs. acre. Additional applications, if required, shall be at CITY's cost.

### **Liquid fertilization program on fifty-five (55) Acres:**

**October through May** - A liquid fertilizer shall be applied biweekly during the months of October to April. This fertilizer shall be a 46-0-0 Urea at 0.10 of a pound of nitrogen per one thousand square feet per application plus soluble 0-0-50 Sulfate of Potash at 0.05 of a pound of Potassium per one thousandsquare feet per application plus a minor's nutrient package containing iron and manganese at the high labeled rate per application plus Magnesium

Sulfate (Epsom Salt) at five (5) pound of product per acre per application plus a wetting agent at a minimum rate of 1 gal/A per application.

**June through September** – A liquid fertilizer shall be applied monthly during the months of May through September. This fertilizer shall be a 46-0-0 UFLEXX at 0.15 of a pound of nitrogen per one thousand square feet per application.

Soil analysis shall be used to determine other specific nutritional requirements. Contractor shall provide an annual schedule for all fertilizer applications, a post application summary including copies of product delivery tickets.

**Growth regulators:** Primo or approved equal shall be applied at 10-12 oz. per acre monthly during the months of June through September to all tees, collars approaches and fairways.

**Fungicide:** Applications shall be made biweekly utilizing a systemic and contact fungicide during the months of October through May. Fungicides shall be rotated to prevent resistance. Fungicides to be used include iprodione, fluazinam, thiophanate-methyl, and DMI-class of fungicides.

Driving Range Tees only: A liquid fertilizer shall be applied bi-weekly. This fertilizer shall be a 20-5-20 at one-eighth of a pound of nitrogen per one thousand square feet per application.

**Weed Control** – There should be five applications of bulk Preemergence herbicides to all turf areas not including putting greens. Ronstar shall be applied at 3 lbs. active ingredient in January and May. Ronstar shall be applied at 2 lbs. active ingredient in October. All Ronstar applications should be made on a fertilizer carrier with a minimum of 0.5 pound of nitrogen per one thousand square feet per application. Prodiamine should be applied at 0.75 lbs. active ingredient per acre in April. Echelon shall be applied at the highest label rate in July. Tee, Collars, Approached and Fairway shall be kept weed-free to an extent of at least 98% of the area by the proper application of approved herbicides No weed shall be allowed to be taller than two (2) inches or occupy a space greater than sixteen (16) square inches. Hand removal and post emergent hand spraying shall be used, if necessary. Corrective action to comply with this specification shall be initiated as soon as possible in any areas that do not comply.

**Insect Control** - All Tees, Driving Range Tee, Driving Range Floor, Collars, Approaches and Fairways shall be treated on a preventative basis and curative basis to manage insects and pest. Fire ant control shall be applied in April and October.

**Nematodes** – Nematode assays should be performed twice yearly to evaluate nematode populations and impacts on turf health. If determine that a nematicide is needed, then it will be the City's responsibility to cover the cost of the applications.

**Damaged Turf** - Repair and/or replace worn and damaged turf areas, as needed.

**Irrigation** - Tee, Driving Range Tee, Collars, Approaches and Fairway to be properly irrigated to prevent the decline of turf grass. Yet not over irrigated to cause algae, flooding, or erosion.

## **Part III - Roughs**

Minimum 40 Acres. All Areas of Play except Greens, Tee, Collars, Approaches, Fairway and Natural/Native Growth Areas.

**Mowing** - All rough areas shall be maintained between a height of 1-3/4" and 2" with a minimum of four (4) mowing per month.

**Aerification** - All roughs shall be aerified a minimum of two (2) times per summer. Aerification holes shall not exceed a spacing of 6" on center or be a diameter of less than one-half" and a minimum penetration of 3". For any areas through the golf course where there is heavy traffic and where patterns are very concentrated, such as exit and entrance points of the cart paths, as needed supplemental slicing shall be performed to improve conditions and stimulate growth.

**Fertilization, PGRs and Plant Protectants** - Minimal fertilization schedule for Tee, Collars, Approaches and Fairway.

One (1) application of 18-0-18 that contains 90% Polyon or other slow-release N source shall be made in early summer months. These applications shall be applied at a rate of 0.75 pound of nitrogen per one thousand square feet per application.

A gypsum program will be in place during the dry months (Nov to May). The gypsum should be applied in one (1) application at a rate of 500 lbs. per acre. Additional applications, if required, shall be at City's cost. A K-mag program should be in place during the wet season (June to Oct). The K-Mag should be applied in one (1) application at a rate of 200 lbs. acre. Additional applications, if required, shall be at City's cost.

### **Liquid fertilization program on fifty (50) Acres at Pompano Beach Golf Course:**

**October through May** - A liquid fertilizer shall be applied biweekly during the months of October to April. This fertilizer shall be a 46-0-0 Urea at 0.10 of a pound of nitrogen per 1000 square feet per application plus soluble 0-0-50 Sulfate of Potash at 0.05 of a pound of Potassium per 1000 square feet per application plus a minors nutrient package containing iron and manganese at the high labeled rate per application plus Magnesium Sulfate (Epsom Salt) at five (5) pounds of product per acre per application plus a wetting agent at a minimum rate of one (1) gal/A per application.

**June through September** - A liquid fertilizer shall be applied monthly during the months of May through September. This fertilizer shall be a 46-0-0 UFLEXX at 0.15 of a pound of nitrogen per one thousand square feet per application.

Soil analysis shall be used to determine other specific nutritional requirements. Contractor shall provide an annual schedule for all fertilizer applications, a post application summary.

**Growth regulators:** Primo or approved equal shall be applied at 8-12 oz. per acre monthly during the months of June through September to all rough.

**Fungicide:** Applications shall be made biweekly utilizing a systemic and contact fungicide during the months of October through May. Fungicides shall be rotated to prevent resistance. Fungicides to be used include iprodione, fluazinam, thiophanate-methyl, and DMI-class of fungicides.

**Weed Control** – There should be five (5) applications of bulk Preemergence herbicides to all turf areas not including putting greens. Ronstar shall be applied at three (3) lbs. active ingredient in January and May. Ronstar shall be applied at 2 lbs. active ingredient in October. All Ronstar applications should be made on a fertilizer carrier with a minimum of 0.50 to 0.75 pound of nitrogen per one thousand square per application. Prodiamine should be applied at 0.75 lbs. active ingredient per acre in April. Echelon shall be applied at the highest label rate in July. Tee, Collars, Approached and Fairway shall be kept weed-free to an extent of at least 98% of the area by the proper application of approved herbicides. No weed shall be allowed to be taller than two (2) inches or occupy a space greater than sixteen (16) square inches. Hand removal and post emergent hand spraying shall be used, if necessary. Corrective action to comply with this specification shall be initiated as soon as possible in any areas that do not comply.

**Insect Control** – All roughs shall be treated on a preventative basis and curative basis to manage insects and pest. Fire ant control shall be applied in April and October.

**Nematodes** – Nematode assays should be performed twice yearly to evaluate nematode populations and impacts on turf health.

**Damaged Turf** - Repair and/or replace worn and damaged turf areas, as needed.

## **PINES BUNKERS**

Overview: The bunkers will be maintained to provide a clean, well defined, weed-free presentation along with a reasonably consistent play character with each bunker through the golf course. A minimum sand depth of 4-inches should be maintained in the base of the bunkers. It is preferred but not mandatory that rakes be placed outside of the bunkers and parallel to the line of play.

Raking Frequency - All bunkers will be raked daily using a combination of mechanical sand rakes and hand raking.

Edging - Mechanical edging of the bunker perimeters should be performed as needed throughout the year so that the margin of the hazard is always well defined. During the summer, occasional chemical edging with a non-selective herbicide will be allowed as long and this can be performed without causing excessive turf kill around the perimeters of the bunkers.

Perimeter Mowing - Any perimeter turf areas that cannot be cut as part of the routine mowing frequencies will need to be regularly mowed using a "fly-mow" type unit or string head trimmer to maintain a manicured appearance at all times. When sustained turf growth is occurring during the summer, a mowing frequency of once per week can be necessary.

Sand Depth - The depth of the bunker sand will be checked two times per year and the sand redistributed as needed to maintain approximately 4-inches of material in the base of all of the bunkers. Any added sand will be at the cost of the City.

## **Part IV - Tees that are Bermudagrass, Collars, Approaches and Fairway Maintenance on Palms**

### **Minimum Forty-Five (45) Acres**

**Mowing** - All areas shall be mowed to a height ranging from .375 to .550; no less than three (3) times per week at an interval not to exceed three (3) days during the growing season and as needed during the non-growing season. Clippings, leaves, and debris shall be removed daily.

**Topdressing** - All tees shall be top dressed a minimum of three (3) times each summer and as needed to fill divots and maintain a level surface.

**Set-up** - Tee markers shall be moved daily and coordinated with pin placement. Litter containers shall be emptied daily. Ball washers shall be filled as needed and supplied with clean towels (water shall be changed at least weekly). Ball washers, trash cans, tee signs and benches shall be kept clean and in good repair. Divot buckets are to be cleaned and filled daily.

**Vertical Mowing** - All tees, collars, approaches, and fairways shall be aggressively vertically mowed two (2) times each summer in conjunction with core aeration and as needed to control thatch build up.

**Aerification** - All tees, collars, approaches, and fairways shall be core aerified a minimum of two (2) times each summer with tine sizes and spacing approved by the City representative.

### **FAIRWAYS**

Overview: Through the fairways, a smooth uniform turf cover with well defined perimeters and that provides support of the golf ball for play should be maintained. The repairing of the fairway divots will be required. A combination of pre and post-emergent herbicides should be used in an annual program to maintain an acceptable (80% to 90%) level of weed control. Due to constant management plan, which includes the specific materials, active ingredient, application rate and application timing, should be submitted annually by the contractor for review and approved by an official representative of the City. Given the potential for turf damage by mole crickets, the plan should include treatment of a minimum of 100 acres of primary play area with an insecticide such as fipronil or it's equal.

**Mowing Equipment** - Self-contained five-gang mowers with hydraulically operated reels.

**Mowing Frequency** - Three times per week when sustained turf growth is maintained a clean presentation through the fairways.

**Height of Cut** - During the late spring, summer and early fall, the fairways should be maintained at a height of cut of 0.50-inch. As the growth rate of the turf begins to slow down in the latter part of the fall and in response to cooler temperatures, the height of cut should be raised to 0.65 to 0.75 inch.

**Growth Regulator** - Use of a turfgrass growth regulator such as trinexapacethyl, with treatments being conducted on an every four week interval from April through October, is strongly encouraged. With employment of a treatment program a mowing frequency of two times per week or sufficient that no more than 1/3rd of the total leaf surface area is removed is allowable. Including the approach areas of the putting greens and tees in the fairway treatment program would also be encouraged; however, a mowing frequency of three times per week should still be employed for the proper presentation.

Cultural Management Practices - The fairways and immediately adjacent perimeter roughs are to be core aerified two to four times during the summer to alleviate soil compaction and control annual thatch/organic matter accumulation. Supplemental core aeration or deep slicing of areas that experience very concentrated cart traffic may also be required. Verticutting of the fairways should be performed annually and this can be either a single severe or deep replication, or a series of lighter less disrupted replications. Along with the maintaining of proper thatch levels through the fairways verticutting is needed to produce and maintain a dense upright shoot growth character. To further aide in maintaining proper fairway conditions and prevent excessive grain, strait, diagonal and circle cutting mowing patterns should be routinely using and alternating basis.

## **PRIMARY ROUGHS PUTTING GREEN AND TEE SURROUNDS**

Overview: The primary rough immediately adjacent to the fairways and 10 to 20 yards wide, along with the surrounds of the putting greens and tees should be mowed routinely to provide a uniform, clean and neat presentation along with an appropriate but not excessively penal character for average to high handicap golfers. Pest management programs for the putting green and tee surrounds should be sufficient to maintain a level of control comparable to the fairways proper.

Mowing Equipment- Pull-behind multiple rotary deck or gang reel mowers plus rotary trim mowers.

Mowing Frequency - When sustained turf growth is occurring the primary rough, putting green and tee surrounds should be mowed two times a week or a sufficient frequency so that the turf does not exceed a height greater than 1.5-inch. The remaining rough outside of these areas should be mowed at least once per week when sustained growth is occurring.

Height of Cut (effective) - 1.25 to 1.50-inch.

Cultural Practices - Ideally, the core aeration program of the fairways should be extended out to include the primary roughs, putting green and tee surrounds. Here to, supplemental core aeration or deep slicing to alleviate the buildup of soil compaction in locations where concentrated traffic occurs should be performed to prevent turf thinning or loss. In place of verticutting, the primary rough areas and surrounds should be scalped down to a height of cut of 1.0-inch or slightly lower annually in the late spring to early summer.

## **PALMS BUNKERS**

Overview: The bunkers will be maintained to provide a clean, well defined, weed-free presentation along with a reasonably consistent play character with each bunker through the golf course. A minimum sand depth of 4-inches should be maintained in the base of the bunkers. It is preferred but not mandatory that rakes be placed outside of the bunkers and parallel to the line of play.

Raking Frequency - All greenside bunkers will be raked daily and the fairway bunkers will be raked five times per week using a combination of mechanical sand rakes and hand raking (for both). When mechanical raking is not scheduled, all of the bunkers will be visually checked and spot touch up hand raking performed as needed.

Edging - Mechanical edging of the bunker perimeters should be performed as needed throughout the year so that the margin of the hazard is always well defined. During the summer, occasional chemical edging with a non-selective herbicide will be allowed as long and this can be performed without causing excessive turf kill around the perimeters of the bunkers.



Perimeter Mowing - Any perimeter turf areas that cannot be cut as part of the routine mowing frequencies will need to be regularly mowed using a "fly-mow" type unit or string head trimmer to maintain a manicured appearance at all times. When sustained turf growth is occurring during the summer, a mowing frequency of once per week can be necessary.

Sand Depth - The depth of the bunker sand will be checked two times per year and the sand redistributed as needed to maintain approximately 4-inches of material in the base of all of the bunkers. Any added sand will be at the cost of the City.

## EXHIBIT B

### INSURANCE REQUIREMENTS

CONTRACTOR shall not commence services under the terms of this Agreement until certification or proof of insurance detailing terms and provisions has been received and approved in writing by the CITY's Risk Manager. If you are responding to a bid and have questions regarding the insurance requirements hereunder, please contact the City's Purchasing Department at (954) 786-4098. If the contract has already been awarded, please direct any queries and proof of the requisite insurance coverage to City staff responsible for oversight of the subject project/contract.

CONTRACTOR is responsible to deliver to the CITY for timely review and written approval/disapproval Certificates of Insurance which evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the CITY as an additional insured on all such coverage.

Throughout the term of this Agreement, CITY, by and through its Risk Manager, reserve the right to review, modify, reject or accept any insurance policies required by this Agreement, including limits, coverages or endorsements. CITY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as CITY's review or acceptance of insurance maintained by CONTRACTOR, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by CONTRACTOR under this Agreement.

Throughout the term of this Agreement, CONTRACTOR and all subcontractors or other agents hereunder, shall, at their sole expense, maintain in full force and effect, the following insurance coverages and limits described herein, including endorsements.

A. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440. CONTRACTOR further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

B. Liability Insurance.

(1) Naming the City of Pompano Beach as an additional insured as CITY's interests may appear, on General Liability Insurance only, relative to claims which arise from CONTRACTOR's negligent acts or omissions in connection with CONTRACTOR's performance under this Agreement.

(2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

**Type of Insurance**

**Limits of Liability**

**GENERAL LIABILITY:**

Minimum 1,000,000 Per Occurrence and \$2,000,000 Per Aggregate

\* Policy to be written on a claims incurred basis

- XX comprehensive form                   bodily injury and property damage
- XX premises - operations               bodily injury and property damage
- \_\_\_ explosion & collapse hazard
- \_\_\_ underground hazard
- XX products/completed operations hazard                   bodily injury and property damage combined
- XX contractual insurance               bodily injury and property damage combined
- XX broad form property damage       bodily injury and property damage combined
- XX independent CONTRACTORS       personal injury
- XX personal injury

\_\_\_ sexual abuse/molestation           Minimum \$1,000,000 Per Occurrence and Aggregate

\_\_\_ liquor legal liability               Minimum \$1,000,000 Per Occurrence and Aggregate

**AUTOMOBILE LIABILITY:**

Minimum \$1,000,000 Per Occurrence and \$1,000,000 Per Aggregate. Bodily injury (each person) bodily injury (each accident), property damage, bodily injury and property damage combined.

- xx comprehensive form                Minimum \$10,000/\$20,000/\$10,000 (Florida's Minimum Coverage)
- xx owned
- xx hired
- xx non-owned

**REAL & PERSONAL PROPERTY**

\_\_\_ comprehensive form               Agent must show proof they have this coverage.

**EXCESS LIABILITY**

Per Occurrence   Aggregate

- XX and umbrella                   bodily injury and property damage combined   \$2,000,000   \$2,000,000

**PROFESSIONAL LIABILITY (E&O/Inland Marine)**

Per Occurrence   Aggregate

- XX \* Policy to be written on a claims made basis   \$1,000,000   \$1,000,000

(3) If Professional Liability insurance is required, CONTRACTOR agrees the indemnification and hold harmless provisions set forth in the Agreement shall survive the

termination or expiration of the Agreement for a period of three (3) years unless terminated sooner by the applicable statute of limitations.

C. Employer's Liability. If required by law, CONTRACTOR and all subcontractors shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability Insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee, Five Hundred Thousand Dollars (\$500,000) per aggregate.

D. Policies: Whenever, under the provisions of this Agreement, insurance is required of the CONTRACTOR, the CONTRACTOR shall promptly provide the following:

- (1) Certificates of Insurance evidencing the required coverage;
- (2) Names and addresses of companies providing coverage;
- (3) Effective and expiration dates of policies; and
- (4) A provision in all policies affording CITY thirty (30) days written notice by a carrier of any cancellation or material change in any policy.

E. Insurance Cancellation or Modification. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company shall provide thirty (30) days written notice to the CITY.

F. Waiver of Subrogation. CONTRACTOR hereby waives any and all right of subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.