

SERVICE CONTRACT

No. 1851

THIS AGREEMENT is made and entered into on _____, by the City of Pompano Beach (“City”) and Country Club Services Inc., a Florida Corporation (“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 change orders and modifications issued after execution of this Agreement.

2. *Purpose.* City contracts with Contractor to provide re-grassing and additional services at the Pompano Beach Pines Golf Course as set forth in Exhibit “A” 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 six months beginning with the date this Contract is fully executed by both parties. The term of this Contract shall automatically end upon satisfactory completion of services by Contractor.

5. *Renewal.* This contract is not subject to renewal.

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:

Services not to exceed one million five hundred fifty-three thousand three hundred seventy and 00/100 dollars (\$1,553,370.00).

B. Payment. All payments by City shall be made after the Work has been verified and completed. 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 an invoice to the City upon completion of services.

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 John Sfiropoulos and the Contractor's Contract Administrator shall be Robert Farina (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, 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: Robert Farina
6943 Athena Drive
Lake Worth, FL 33463
Office: 561-756-0069
Email: robbycs@gmail.com

If to City: John Sfiropoulos, Contract Administrator
100 West Atlantic Blvd
Pompano Beach, FL 33060
Office: 954-545-7009
Email: John.Sfiropoulos@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

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.* City shall have the right to terminate this Agreement, in whole or in part, for convenience, cause, default or negligence on Contractor's part, upon ten (10) business days advance written notice to Contractor. 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.

If there is any material breach or default in Contractor's performance of any covenant or obligation hereunder which has not been remedied within ten (10) business days after City's written Notice of Termination, City, in its sole discretion, may terminate this Agreement immediately and Contractor shall not be entitled to receive further payment for services rendered from the effective date of the Notice of Termination.

In the event of termination for convenience, 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 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. Such conduct or activities shall include, but not be limited to, participation in political campaigns for any city-elected office.

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

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"

Country Club Services Inc.

Witnesses:

[Signature]

Rodrigo Ferreira

(Print or Type Name)

[Signature]

Michelle Braner

(Print or Type Name)

By:

[Signature]

Robert Farina, Vice President

STATE OF Florida

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 9th day of February, 2023 by Robert Farina as Vice President of Country Club Services Inc., a Florida corporation on behalf of the corporation. He is personally known to me or who has produced FL Driver's License (type of identification) as identification.

NOTARY'S SEAL:

[Signature]

NOTARY PUBLIC, STATE OF FLORIDA

Michelle Braner

(Name of Acknowledger Typed, Printed or Stamped)

HH243490

Commission Number



EXHIBIT A – SCOPE OF WORK

*TECHNICAL SPECIFICATIONS FOR THE
2023 POMPANO BEACH PINES GOLF COURSE RENOVATION*



Objective and Scope:

Contractor shall conduct all re-grassing of the City's Pines Golf Course in accordance with the below specifications. Attached are the Limits of Work Plan which delineate the areas where Contractor shall conduct the work described below. Contractor shall coordinate with City and the City's Consulting Designer Kipp Schulties (Designer) on all work to be performed within the Limits of Work Plan. No areas are to be disturbed outside the Limit of Work Plan. City has already purchased the grass to be used, and City shall assist Contractor in coordinating with the grass provider on the delivery of the grass.

Technical Specifications

I. SURVEYS AND LAYOUT OF WORK

The City (Owner), where applicable, is responsible for original property boundary survey, master elevation benchmark establishment, original topographic information, golf course boundary survey, and any survey of changes in circumstances created by an Owner related action. The Owner shall make available to the Contractor all data pertinent to the aforementioned information and assist the Contractor should substantial changes occur in the scope or location of work at no fault of the Contractor.

The Contractor, otherwise, will be responsible for maintaining all the original or revised elevations and survey information and locations as established by the Owner or his consultants. The cost of any additional survey work caused by contractor negligence or non-maintenance of the original or revised staking is the obligation of the Contractor(s). The Contractor shall, at their sole expense, immediately re-establish all survey information damaged or lost at the site regardless of the reason or cause of loss, including vandalism.

Delineated wetlands, conservation easements and/or preserve areas do not currently exist within the boundaries of the Pompano Beach golf course. However, if any are found or located, these areas shall be preserved and protected and will be shown either on the on the plans and/or flagged on the site by the Owner or his representative in the field. It is the responsibility of the contractor to provide adequate protection and exercise extreme caution when working adjacent to any wetlands or preserves. If any questions should arise regarding the extent and location of the delineated wetlands prior to or during construction of the golf course, the Contractor must consult with the Owner prior to proceeding with the work.

Should the Contractor or any of its subcontractors or agents encroach into or cause any damage to the delineated wetlands or preserves, the Contractor or his subcontractor or agents will be responsible for all fines, penalties, restoration and legal action caused by the encroachment and/or damage into the delineated wetlands or preserves.

The Contractor shall ask for copies of the Florida Department of Environmental Protection (or equivalent governing organization) permits (if available) prior to proceeding with the work, to satisfy its obligation of acknowledging the fact that the necessary permits have been issued.

II. MOBILIZATION

A. General

This work consists of mobilizing the necessary resources such as labor, equipment, and materials to begin the golf course construction process. In particular, it includes the immediate transportation of personnel and equipment to the site, the establishment of construction site headquarters and storage facilities, and all other necessary requirements prior to actual construction activities.

B. Erosion Control

The Contractor is responsible for providing all necessary erosion control measures to satisfy all local, state and federal agency requirements. The erosion control will be provided at Contractor's expense.

The erosion control during construction shall control any erosion from entering adjacent watersheds and waterways and the siltation thereof. The erosion control structures will consist of temporary silt fences, check dams, turbidity barriers, or sediment structures to be determined as outlined by the permit issued by the Florida Department of Environmental Protection (or equivalent governing organization). The Contractor will be responsible for maintaining the erosion control measures during the construction of the project. The Contractor will also be responsible for removing all erosion control structures after construction unless otherwise instructed by the Owner. It will be the Contractor's responsibility to repair or replace any damaged erosion control devices until the golf course is under the care of the Owner. The failure to install or maintain erosion control measures and any resulting consequences shall be the sole responsibility of the Contractor.

The Contractor will be responsible for dust control on the project. It will be the Contractor's responsibility to ensure that construction is complying with all local, state, and federal laws regarding dust control.

III. CLEARING, GRUBBING & DISPOSAL OF ON-SITE MATERIALS

The work covered by this section of the Specifications consists of the clearing and grubbing of the golf course. This shall include the satisfactory disposal of all vegetation, trees, down timber, brush, projecting roots, stumps, lapwood, rubbish, debris, buildings, foundations, or any other man made products or any objectionable material within the clearing limits or golf course proper as indicated on the plans and/or those areas designated by the City's Consulting Designer Kipp Schulties (Designer). Clearing and grubbing shall be done in strict accordance with this section of the Specifications and the applicable drawings and subject to the terms and conditions of the contract.

In all respects, the contractor will follow the Owner and Designer's direction and plans regarding clearing and limits of work.

A. Types of Clearing (Trees)

The Designer will mark the trees to be cleared in the field. Typically, limits of clearing or trees to be cleared will be marked with orange ribbon or marked with orange paint. Trees to be kept within these limits will be marked with green ribbon. The Contractor shall not impact any area within the drip line of a tree marked to remain with green ribbon during clearing or any other phase of construction without Designer and Owner approval. The Contractor may be asked to put orange construction fencing around trees of significant stature in order to minimize conflict.

B. Limits of Work

It is important that **no areas be disturbed outside the clearing and work area limits**. These limits including wetland or preserve delineation shall also be designated as the limits of work. All equipment traffic shall be maintained within these limits, unless the Owner or Designer approves alternate routes.

The areas designated herein shall be cleared and grubbed of all grass, weeds, trees, stumps, roots, bushes, vines, hedgerows and other obstructions unless otherwise specified by the Designer. All unsound or decayed stumps shall be removed to a depth of thirty-six (36) inches below the original ground and all substantial roots that are 3 inches in diameter and greater removed to a depth of twelve (12) inches. No stumps or other growth will remain under any fill area, unless otherwise designated and approved by the Designer.

Disposal of all grass, weeds, trees, branches, snags, brush, stumps, etc. resulting from the clearing and grubbing shall be the responsibility of the Contractor and shall be disposed of by burying or chipping on-site, whichever conforms to local codes. Owner will designate area(s) for disposal. All costs in connection with disposal of the materials will be at the Contractor's expense. All liability of any nature resulting from the disposal of the cleared and grubbed materials shall become the responsibility of the Contractor. The disposal of all materials cleared and grubbed will be in accordance with all laws of the city, county, state or federal government. All burying shall be in non-play areas, as identified by the Owner and the Designer with a minimum cover of three (3) feet of compacted fill over the burial pit.

Fences, hedgerows, structures and other obstructions shall be removed as directed by the Owner and the cost of such work shall be included in the price bid for clearing and grubbing, unless otherwise shown on the plans or directed by the Designer.

When trees of exceptional aesthetic quality, form, soundness, and/or value are located in the area to be cleared, the Designer is to inspect the trees and determine whether or not they shall be preserved and protected or removed. At any time during the construction, the Designer may designate certain trees to be removed or to be retained.

C. Existing Plant Protection

All plants on the site, where applicable, will be saved, except those marked specifically to be removed on the plans or those marked on the site by the Owner and Designer during inspection. No plants, either those marked for removal on the site or any other plants, may be removed from the site prior to the Owner and Designer's inspection and approved by The City of Pompano Beach or other regulatory agencies. All plants not to be removed will be protected from injury to their roots and to their foliage to a distance of *three (3) feet* beyond the drip-line and no grading, trenching, pruning or storage of materials may go on in this area, except as approved by the Owner and Designer. The Contractor will pay a penalty for any plant removed from the site that has not specifically been marked on the site by the Designer for removal. The Contractor will also pay for any plant that dies due to damage during construction. This applies to all plants shown on the plans and all plants on the site that may not be shown on the plans.

The Contractor will be held accountable for damage to plants and wetlands resulting from placement of fill or removal of soil, except as directed by the Owner and Designer. Any plant, the trunk of which is within ten (10) feet from any footing, shall be exempt from these penalties as established below, in the event that he or any of his subcontractors cause the loss or removal of plants designated to be saved under the provisions of the Agreement. The penalty is as determined by the American Arborist Association or Palm Beach County. The Designer or the Owner's arborist consultant as to variety, condition, and site importance will grade plants with the American Arborist Association's figures acting as maximum penalties.

Prior to grubbing any designated area within the golf course, the Contractor shall ascertain the limits of the golf course so as not to remove any trees or vegetation that may be located in the adjacent property. This responsibility shall rest solely with the Contractor and any damage caused by him as a result of such negligence shall be at his own responsibility including restoration and, including any fines, penalties or legal action. The Contractor must confine the operation of this equipment to within the golf course limits, easements and approved haul roads. Any damage occurring outside these areas shall be repaired at the Contractor's expense.

The responsibility for the removal of trees by the Contractor shall end upon final acceptance of the golf course by the Owner, unless otherwise directed by the Designer and Owner.

D. Grass Eradication

Completed by Owner

IV. EARTHMOVING

A. Excavation

1. Unclassified

Excavation for the golf course will follow the plans and/or field direction provided by the Designer. The plans have been developed to balance the excavation and fill requirements for the golf course as closely as possible less any planned imported material, but it is the Contractor's responsibility to check and verify, to his satisfaction, the accuracy of the balance. If there are no discrepancies reported to the Designer or the Owner prior to the completion of bidding of the project (before signing a contract with the Owner), it will therefore be concluded that the Contractor accepts the plans and will provide for any additional excavation or fill necessary, within reason, to establish the elevations, contours, shapes and appearances shown on the plans or as directed by the Designer. The Owner, through the Designer, reserves the right to modify any proposed grades or locations for the greens, tees, bunkers, mounds, swells, and any other golf course features and to react to field conditions or to enhance the character of the golf course.

Excavated material for the construction of the golf course, especially the features, including greens, tees, bunkers, mounds, and any other golf course features, will be suitable for golf course construction purposes and will be reasonably free of rock or any other components detrimental to the construction of the golf course and ultimately the establishment of ideal turf quality. Should excavated material from off-site be necessary to establish the elevations and contours shown on the plans, the additional excavated materials will be suitable for golf course construction purposes and will be free of muck, rock, or any components detrimental to the construction of the golf course.

Should the Contractor identify any questionable or unsuitable material during excavation, this material shall be brought to the attention of the Owner and Designer prior to being placed on the golf course.

2. Lake Site Excavation

Lake excavation and the lake outline shall carefully follow the plans, since the lakes add aesthetic beauty as well as a source for excavation material and water storage to the golf course. The Contractor will follow the Owner's, Designer's and/or Engineer's instructions, designs, and specifications for the construction of dams, embankments, overflows, liners, intake and outlet structures and any other items designed by the Engineer. All lake banks, both above and below water levels, shall not be greater (steeper) than a 4:1 slope unless otherwise directed by the Owner or his Engineer or as required by law or governing authorities. It is the responsibility of the Contractor to ensure that he is complying with all local, state and Federal regulations for the construction of any impoundment areas and associated structures.

3. Borrow Excavation

Should any borrow excavation areas become necessary to generate additional fill material within the confines of the golf course, the Contractor shall request and receive written permission from the Owner prior to location and commencement of any work. Should borrow sites become necessary outside the golf course construction limits, copies of a written agreement with the Owner of the property on which the borrow sites are located will be furnished to the Owner prior to the importation of any off site borrow material to the Owner's property.

In all instances, the excavation and maintenance of the borrow pit shall be performed in a manner consistent with all other work. The borrow pit shall be excavated in such a way that the surrounding surfaces and slopes are reasonably smooth and adequate drainage is provided over the entire area. Drainage ditches shall be provided wherever necessary for outlet of water to the nearest natural channel or lake, thus preventing the formation of pools or excess water in the pit area. A maximum slope of 4:1 shall be maintained on the pit slopes unless otherwise directed by the Owner or his Engineer. The borrow pit, at the discretion of the Designer and/or Owner, shall be cleaned and grassed in a manner consistent with the other areas of the golf course after excavation has been completed.

4. Rock Excavation

Rock excavation is not expected to be part of the City of Pompano Beach Golf Course project. Should rock, boulders, granite or similar bedrock materials be encountered during excavation such that it cannot be removed or excavated with normal golf course construction equipment (over and above that which is presented within the soil boring report), then the Contractor will immediately notify the Owner's representative and the Designer for further instructions.

B. Embankment/Fill/Compaction

1. Cut and Fills

Areas that are to be filled, as shown on the plans or directed by the Designer, shall be constructed with soils that are suitable for stabilized fills and for golf course construction. The embankments or fills shall be so constructed that they will not slip, slide, slump, or move from their deposited location. The fill areas shall be sufficiently compacted to 85% standard proctor compaction at +/- 2% optimum moisture content to prevent future settling or movement. The fill areas shall be constructed of materials free of stumps, logs, roots, or any other perishable, biodegradable organic or non-toxic materials.

All fill areas are to be filled and rough shaped within six (6) inches of the proposed finished subgrade as shown on the plans or as indicated by the Designer during field inspection. All cut areas are to be excavated to within six (6) inches of finished subgrade. All cut and fill areas must follow closely the Designer's grading plan or Designer's direction in the field.

2. Rough Shaping

Rough shaping is considered as an extension of and inclusive in the earthmoving function and pricing of golf course construction. The tolerance differential for earthmoving and rough shaping is plus or minus six (6) inches. Rough shaping consists of bulldozing into place and forming the general golf course elevations, shapes, forms, contours and appearances. This work is normally performed by a Caterpillar D6 or D4 size tractor with a six (6) or four (4) way hydraulic blade. After the Contractor has roughed in the general golf course elevations etc., the Contractor will notify the Designer of his desire to have the rough shaping reviewed and approved prior to moving to the next step of construction activity for the given area. The Contractor is required to make all field adjustments as directed by the Designer with appropriate Designer approval prior to proceeding to the next phase of construction for that given area.

C. Sand/Soil Capping

The sand and/or topsoil that is used to cap the impacted golf course area shall be reasonably free from muck, rocks, heavy or stiff clays, stones larger than one (1) inch in greatest dimension, weeds, sticks, brush, and other deleterious matter. Specifically, the sand shall have less than 4% fines and be reasonably free of shell rock, clays, silts, and cemented particles. Enough sand must be generated or provided to cover the entire impacted golf course area with a minimum of twelve (12) inches over all fairways and six (6) inches over all rough areas.

The sand and/or soil, if stockpiled, shall be placed in convenient non-play construction area for later use. If the Contractor devises a plan of sand and/or soil capping without stockpiling for immediate respreading on areas that have been shaped, readied and approved for sand distribution, this plan must be reviewed and approved by the Owner or his representative.

Any distribution of the sand and/or soil can proceed only after the subgrade elevations, shapes, contours and appearances have been approved by the Owner or his representative. Since the distribution is critical to providing a well-shaped and well-drained golf course, extra care must be taken to maintain all of the elevations, shapes, contours and appearances that were created by prior subgrade and shaping activities. The sand must be distributed and spread to the specified minimum depths over all areas affected by construction activities.

The sand shall be cleaned of all stones, roots, or any debris or unacceptable material greater than one (1) inch in diameter. This shall be done by stone pickers, rakes, drags, or other equipment or devices which will not disturb the topsoil grade, depth or composition, and accomplish the results desired by the Owner. Also, during this cleaning process, no water holding pockets shall be created and the surface shall be smoothed to provide for good surface drainage.

After the sand/soil distribution process has been completed and approved by the Owner, prescribed soil amendments, as called for by laboratory test results, can be applied prior to planting (by Owner).

V. SHAPING

Since the shaping of the golf course ultimately reflects the final elevations, shapes, contours and appearances of the golf course less the depth of the sand/soil capping, it is mandatory to follow the Designer's contour plan and the Designer's field adjustments. Field adjustments of the elevations, shapes, forms, contours and appearances will be part of the shaping function and is considered a normal part of golf course construction.

A. Phase I

Phase I shaping consists of bulldozing into place and form more exact golf course elevations, shapes, forms, contours and appearances. This work is normally performed by an intermediate sized Caterpillar D6D or D4 size tractor with a six (6) way hydraulic bulldozer. The equipment operator for this phase of shaping shall have previous golf course shaping experience and shall be approved by both the Owner and the Designer. After the Contractor has shaped the more exact golf course elevations etc., the Contractor will notify the Designer of his desire to have the shaping reviewed and approved prior to moving to the next step of construction activity for any given area. The Contractor is required to make all field adjustments as directed by the Designer with appropriate Designer approval prior to proceeding to the next phase of construction for that given area. This phase of shaping brings the golf course to the final elevations, shapes, forms, contours and appearances less the depth of the sand capping. During this phase there will be adjustment and refinement for the enhancement of the golf course, especially for strategic and drainage purposes. The Contractor is reminded that shaping field adjustments are a normal part of a golf course construction and these adjustments will not change the shaping price.

B. Phase II

1. Part I

This consists of all Phase I shaping refined to the degree that it is a mirror image of the finished and grassed golf course as drawn, including field adjustments, and less the topsoil and/or sand capping. All areas are shaped and graded in a manner that there are no water holding areas. All elevations, shapes, forms, contours and appearances should tie into the existing surrounding undistributed land as to simulate that the new golf course has always been part of the natural landscape.

2. Part 2

Consists of providing the same process and results after the distribution of the topsoil and/or sand capping.

The work described in Part 2 is normally performed with a small Caterpillar D-4 or John Deere 650 tractor with a six (6) way hydraulic blade accompanied by a 45 HP industrial tractor with a box blade or leveling blade. As the Contractor was previously alerted to the experience level necessary for the equipment operator for golf course shaping, the same is mandatory for final or finish shaping.

Shaping for the greens, tees and bunkers shall be consistent with all other shaping, but it must be remembered that no soil will be spread on the putting surfaces. Additional construction activities performed on the greens, tees and bunkers are fully described in the Features Construction section of these specifications.

If any shaped golf course area or feature is disturbed by any other construction activity, weather, etc., including additional golf course construction, the disturbed areas will be reshaped to conform to the original shaped and approved forms.

VI. DRAINAGE

A. Golf Course Drainage

Field drainage must drain to retention areas shown on the plans or as directed by Designer. Retention areas are designed to filter runoff water during percolation to the water table; elevations of the retention areas are critical in meeting regulatory guidelines as well as maintaining a functional drainage system.

Surface drainage in all playable areas shall strictly follow the Designer's plans or field direction and shall be shaped to a minimum of 2% to catch basins, lakes, streams, or any other relief point. Any playable areas defined as fairways and maintained roughs, which are less than 2% will be the Contractor's responsibility to assure proper drainage slopes before or after grassing. Any adjustments after grassing will be at the Contractor's expense to put any impacted areas back together.

All vertical drainage pipes, those connecting the subsurface (horizontal) N-12 piping to the catch basin at the surface, ***shall be perforated***. This pipe shall be surrounded by a minimum of one-foot (width) of pea gravel or equivalent and capped with four (4) inches of sand at the surface. Catch basin detail sheets follow these technical specifications.

On occasion, and primarily due to soil conditions, some areas cannot surface drain properly and will require localized field drainage or French drainage. The Designer and or Owner, if necessary, will select the location for this type of drainage, after the completion of the final shaping.

All drainage pipes that serve to relieve water to lakes shall have the outlet point (end of pipe) a minimum of one (1) foot below normal (not high) water level so that the pipe is not seen from the golf course. All drainage pipes shall have a continuous positive fall in grade from drain basin to relief point. Any 4" solid drainage pipes that serve as direct outlets from the green cavity must be vented prior having an outlet point below the controlled water elevation. In cases where the green is located adjacent to lake and the outlet point for the pipe is under the lake elevation, then a vertical vent must be installed between the green and the lake.

All horizontal drainage pipes under the surface shall be covered with a minimum of one foot of clean fill cover that is free from large rocks, sticks, or other debris that potentially harm the stability of the pipe under pressure.

In order to locate underground drainage pipe at a later date, with the use of a metal detector, a 1.628 millimeter 14 Gauge direct burial wire must be placed alongside the drainage pipe within the same trench as the pipe. This includes all pipes extending from greens, tees, bunkers, catch basins, French drainage or any other feature or drainage component. To be discussed further.

The finished grate elevation on drainage basins that are installed as part of this project shall be no less than two and one half (2.5) feet above the controlled water elevation of the lakes to which the basins drain. Any basin that is found to be installed less than 2.5 feet above controlled water elevation shall be the contractor's responsibility and expense to correct. If the contractor has any question as to the elevation of a basin then it should be brought to the attention of the Designer prior to installation.

B. Storm Drainage

See Owner or Owner's Engineer.

VII. FEATURES CONSTRUCTION

A. Tee Construction

Tees shall be built to follow the Designer's Contour Plan or field instruction to ensure that the tee forms and size blend into natural terrain. To further ensure that each tee is located in the best possible location, field adjustments may be necessary. Therefore, the designer reserves the right to make field adjustments relative to tee locations after the tees have been surveyed and staked per plan and before tee construction has begun.

Tees shall be capped with a minimum of at least four (4) inches of clean sand (no matter if the tees are capped with "native" sand or capped with old greens mix). If the subgrade is a non-sandy material, the subsurface should be pitched away from high-traffic areas, from other tees, and from cart paths at a minimum of one percent prior to sand capping. Finished surface grades on all tees will be pitched at one-half percent (0.5%) away from walking traffic areas unless otherwise directed by Designer. Prior to grassing, the tee surface shall be compacted, laser leveled and approved by designer.

The tee should always line the player up with the desired line of play. This being said, and unless otherwise directed by the Designer, tees should be built roughly square such that they front edge of the tee is exactly perpendicular with the line of flight. This line of flight will be determined by the turn point in the fairway at which a stake shall be placed 800 LF off the center of the back tee to the ideal target or turn point (the stake). When the tee is edged just prior to sod installation, the club requests that the front and back ends of the tees be a smooth continuous arc while the sides of each tee remaining exactly parallel to the intended shot line.

The designer shall make adjustments at any time to tees that are less than minimal width or are not lined up properly. The minimal width of any tee shall be 30 feet so that the tees may be maintained properly by riding equipment. The Designer and Owner shall approve any tee that is not at least 30

feet wide and 30 feet long before grassing.

Please see the tee detail sheet at the end of this section for more information.

B. Bunker Construction

1. General

All bunkers shall closely follow the size, shape, and depth indicated on the Drawings or provided during field direction. Should there be any questions concerning the degree or depths of slope on any portion of the bunkers, immediately consult with the Designer.

All bunkers will be shaped so that there are no water holding areas and all bunkers must have positive surface and subsurface drainage to eliminate any casual water. All slopes shall be constructed so that maintenance can be accomplished with normal golf course mowing equipment. The sand/grass relationship will be defined and marked by the Designer in the field.

The clear visibility of the bunkers is stressed to the Contractor. Upon the Designer's comfort level with the Contractor's shapers, the shapers may be given the freedom to make features more dramatic than are shown on the plans in order to make the features as visible as is necessary. The Contractor will be responsible for the edging of the bunkers along with bunker sand installation.

All bunkers will have subsurface drainage unless otherwise directed by the Designer. Drainage trenches for all bunkers shall extend into the low area of each bunker lobe or as directed by the Designer. The trenches shall be a minimum of 8" in width by a minimum of 14" in depth, the bottom of which shall produce a consistent positive fall in grade to the relief point. Washed gravel of 1/4" to 3/8" diameter shall be evenly spread 2" deep in the bottom of all trenches. Upon the gravel blanket shall be laid the same pipe used on the greens and then surrounded by the same gravel.

Drainage trenches from the bunkers shall extend to lakes, streams, or other non-play areas and drained with 4-inch perforated N-12 type pipe within the bunker (as is specified in the greens). From the bunker to the point of relief, 4-inch solid interior wall N-12 type pipe shall be used. Trenches draining into nearly level non-play areas shall end in pits dug 6'X 6'X6'. These pits shall be filled with gravel and capped with 4" of sand.

All bunker sand used on this project, shall have a penetrometer rating that is greater than 2.6. The penetrometer value measures the tendency for a golf ball to bury in the bunker sand. The higher the value, the less the tendency for the golf ball to bury upon entering the bunker.

Prior to sand installation, the bunker cavity shall be raked smooth and then compacted using a vibratory plate compactor. The Contractor will also be responsible for the edging of the bunkers, bunker sand installation and the compaction of the sand with the same vibratory plate compactor. If after sand compaction it is found that the sand depths vary more or less than what is acceptable within these specifications, the contractor shall be responsible to make all the sand depths within the accepted range.

The bunker sand shall be spread evenly throughout the bunker at a compacted depth of no less than 3.5 inches and not more than 4 inches in a manner suitable to the Owner/Designer. The edging of the

grass around the bunkers after sodding and sand installation is the responsibility of the Owner.

If material used for bunkers is contaminated, the Contractor, at the direction of the Designer, shall place 3.5 to 4 inches of clean native material in the bunker cavity, which shall conform to all plan grades and specifications regarding bunker construction.

2. Fairway Bunkers

Fairway bunkers shall follow the Designer's outline in size, shape, and depth, and shall be clearly visible from the tees or the previous landing area.

3. Greenside Bunkers

Greenside bunkers shall follow the Designer's outline in size, shape and depth. The drainage pipe in the bunkers shall never intercept the drainage pipe coming from the green cavity unless otherwise directed by the Designer. No drainage pipe from any bunker shall be run through the drainage in the putting surface.

4. Bunker Sand

Sand for the bunker should be a natural white, and of a consistency approved by the Owner/Designer, unbleached silica sand of the following analysis:

BUNKER SAND SIEVE ANALYSIS
(Particle diameter in mm)

16 mesh	1.19	3.91% Retainage
20 mesh	0.84	5.22% Retainage
30 mesh	0.59	14.59% Retainage
40 mesh	0.42	26.45% Retainage
50 mesh	0.29	32.50% Retainage
70 mesh	0.21	14.12% Retainage
100 mesh	0.15	2.86% Retainage
140 mesh	0.10	0.36% Retainage

VIII. GRASSING

A. GENERAL

The work covered by this section consists of furnishing all labor, equipment and materials to perform, and of performing, all operations in connection with seeding, sprigging, sodding, planting, or the combination of such, and completion thereof, in strict accordance with the specifications (and/or applicable Drawings). The grass species will be defined with these specifications or outlined by the designer in the field. The following is a summary of operations:

1. Limits of all grassing areas as staked by Designer.
2. Tillage, plowed or disked to a 4" depth.
3. Application of lime, gypsum, basic fertilizer, and pesticides as described by the laboratory test results and recommendations (by Owner).
4. Disking and dragging.
5. Removal of stones and debris to a 3/4" diameter.
6. Application of starter fertilizer and pre-emergent herbicide.
7. Final preparation with smoothing harrow or drag.
8. Seeding or sprigging.
9. Compaction.

Grassing will commence only after the irrigation system has been installed and is proven operational for one day. The irrigation system must be automatically operational for the Owner to accept the grassing unless the Owner waives this condition.

The Contractor will only turn over to the Owner for maintenance a golf hole that has been completely grassed and approved by both the Owner and Designer. The Contractor will still be responsible for the repair and the regrassing of any areas disturbed while completing punch list items. It is recommended that the Contractor obtain written approval from the Owner for this turnover of holes so that there is a full understanding of Contractor and Owner responsibilities associated with turnover of golf holes.

The grass selection within these specifications shall serve as the Owner's choice.

2. Application of Fertilizer and Soil Amendments

By Owner

B. TEES

1. Preparation of Sprigging Areas

If elected by the Owner and/or Designer, and after amendments have been applied, all surfaces shall be "floated out" using a Toro Sand Pro type machine with a keystone type drag mat or other suitable implement. The Contractor shall exercise extreme caution in this operation so as not to bring foreign matter into the putting surface.

2. Application of Fertilizer and Soil Amendments

After all specified areas have been fertilized, these areas shall then be "floated out" to the satisfaction of the Designer and put in a soft condition for planting. The final sprigging area must be smooth and sufficiently soft in order for the sprigs to be planted therein. The final surfaces must also be free from water-holding depressions or pockets. The condition of the areas to be sprigged and the putting surfaces must be approved by the Designer prior to planting.

3. Planting

All tee surfaces shall be hand-planted. The Designer's agronomic consultant shall be the final judge as to the condition of all planted areas after seeding/sprigging and these areas must meet the Designer's approval.

4. Satisfactory Germination and Sprouting

Areas will be selected at random and be counted for satisfactory sprouting 20 days after planting. Any area not demonstrating satisfactory sprouting will be raked, refertilized, and replanted at the Contractor's expense. Sprigged areas outside the coverage of the irrigation system shall not be expected to demonstrate satisfactory sprouting if sufficient rainfall has not occurred.

Since the proper growth and cultivation of turfgrass is dependent upon a variety of factors beyond the control of the Contractor, the Contractor will not be responsible for failure of planted areas to demonstrate satisfactory sprouting if his operations are impaired by Acts of God, extremely unusual weather conditions (meaning 20% beyond normal range in temperature and 200% beyond normal range in rainfall) and/or unusual or uncontrollable disease or insect attacks.

C. FAIRWAY, ROUGH & NATIVE AREAS

The areas to be sprigged shall be leveled and raked free of stones larger than one-half (1/2") in diameter and other debris.

The existing topsoil / sand capping in all other areas to be sprigged shall be loosened and pulverized to a depth of four (4) inches and all other stones over one (1) inch in any dimension, sticks, roots, rubbish or other extraneous matter, shall be removed from the premises. The surface will be fine graded so that when settled, the surface is free from depressions or ridges and will conform to the required grades indicated. The surface shall be smooth, loose, and of uniformly fine texture at the time of sprigging.

The Contractor shall prepare no more ground than can be sprigged in a forty-eight (48) hour period. Sprigs shall be placed within 48 hours of ground preparation. The ground shall be re-prepared if weather or traffic has compromised the friability of the prepared area. No sprigging shall be done immediately after a rain storm or if a prepared surface has been compacted without first loosening the surface to a smooth, loose, uniformly fine texture just prior to sprigging.

Any slopes on the golf course that are susceptible to rutting or tire marks caused by mechanical planting equipment shall be hand-planted if not sodded.

All non-irrigated, out of play areas (far rough or landscaped areas) affected by construction activities shall be prepared for grassing or planting in the same manner as other areas to be sprigged or sodded under this section.

D. SOD

1. General

Sod provided shall be strongly rooted, not less than one year old, in vigorous condition and free of uncontrollable weeds or grasses. Before any sod is to be delivered, the Contractor shall notify the Designer in writing as to the location from which the sod is to be obtained and the approximate quantity available. The same shall be subject to inspection and approval before it is lifted. Sod shall be grown on a sand base unless otherwise directed by Designer. Sod shall be cut in rectangular sections as required, varying in lengths up to six feet: uniform width not to exceed 18 inches. Sod shall be delivered to the job site within twenty-four (24) hours after being cut, unless circumstances beyond the Contractor's control make it necessary for the sod to be placed in temporary storage, in which case, permission shall be obtained from the Designer. Any sod permitted to dry out or rot may be rejected if, in the judgment of the Designer, its survival after placement is doubtful.

All areas to be sodded shall be prepared in the same manner as areas to be sprigged, including the application of fertilizers and soil amendments. The Owner and the Designer shall approve all areas to be sodded.

Sod, as an allowance specified in the Bid Form included herein, will be placed at the locations indicated by the Designer and/or Owner. In general, sod will be required in areas as follows:

- a. One ring of sod minimum, surrounding the putting surface and collar of the green, as directed by the Designer.
- b. One ring of sod minimum, around the bunker perimeter, as directed by the Designer.
- c. One ring of sod minimum, around the tee surfaces, as directed by the Designer.
- d. One ring of sod minimum, around drain inlets, as directed by Designer.
- e. Sod as required and available, on the steep slopes on and around green complexes, as directed by the Designer.
- f. Sod as required and available, on the steep slopes on and around tee complexes, as directed by the Designer.
- g. Sod as required and available, on lake banks, drainage swales and steeper fairway slopes, as directed by the Designer.

The placement of sod is for the purpose of rapid turfgrass establishment and the minimization of erosion in areas critical to good golf course playing surfaces. The priorities of this sod allowance and placement is as previously outlined. Any sod placed on slopes steeper than 4:1 shall be secured from slipping by pegs or other approved methods.

2. Sod Storage on the Site

Sod that has been lifted on site and is to be used for the project shall be stored spread out, grass side up on a flat surface, other than existing lawn, and maintained in a healthy living condition until re-used. Sod maintenance shall include, but not be limited to watering, as often as necessary, to keep it in a moist condition. No sod shall be stored on the site for longer than two (2) days, unless otherwise approved by Designer. Sod that becomes yellow, dry, or broken, shall be removed from the site by the Contractor at his expense.

3. Sod Bed Preparation

The areas to be sodded shall be leveled and raked free of stones larger than one-half (1/2") in diameter and other debris.

The existing topsoil in all other areas to be sodded shall be loosened and pulverized to a depth of four (4) inches and all other stones over one (1) inch in any dimension, sticks, roots, rubbish or other extraneous matter, shall be removed from the premises. The surface will be fine graded so that when settled, the surface is free from depressions or ridges and will conform to the required grades indicated. The surface shall be smooth, loose, and of uniformly fine texture at the time of sodding.

The Contractor shall prepare no more ground than can be sodded in a twenty-four (24) hour period. Sod shall be placed within 24 hours of ground preparation. The ground shall be re-prepared if weather or traffic has compromised the friability of the prepared area. No sodding shall be done immediately after a rainstorm or if a prepared surface has been compacted without first loosening the surface to a smooth, loose, uniformly fine texture just prior to sodding.

4. Fertilizer Application

By Owner

5. Sod Laying

The surface upon which the new sod is to be laid will be prepared as specified above.

The new sod shall be laid on the finished grade which shall be prepared one-half (1/2) inch below the top of adjacent paving, greens and tee surfaces. This is done so that the sod meets exactly the grade of existing grassed or other constructed surfaces.

All work shall be done from boards laid on top of the prepared surface or on previously laid sod. Sod shall be placed by hand with close joints with no overlapping. All spaces between sections of sod, openings at angles, and similar gaps shall be plugged with sod. After laying, the sod shall be watered thoroughly and then tamped with approved sod tampers or rolled sufficiently to incorporate the sod with the sod bed and insure tight joints between the sections of strips. Any voids, openings, or crevices still left after tamping or rolling shall be filled with sand. Upon completion of the above work, the surface of the sodded areas shall coincide with the finish grade and shall be flush with other grassed areas. Sod shall be pegged on slopes steeper than 4:1 with the pegs driven through the sod into the soil until the pegs are flush with the turf. Pegs shall be sharpened one inch square by six-inch long wood or sharpened six-inch lengths of wood lath.

6. Maintenance & Establishment

All areas designated for sod shall be covered with a reasonable stand of grass and acceptable to the Designer and Owner. All spots twelve inches or larger, and any areas found not acceptable, shall be re-sodded as specified herein. Those areas that are resodded shall be maintained and guaranteed the same as the initial turf sodding.

Sod work under this contract shall be considered accepted upon receipt of written approval issued by the Designer and Owner. All sod work done under this contract shall be left in good order, to the satisfaction of the Designer and Owner, and the Contractor shall guarantee without any additional

expense to the Owner to replace any areas which develop defects or die within one (1) year of the date of final payment of the contract. Any outside factors, such as vandalism or lack of maintenance on the part of the Owner, shall not be considered in the guarantee.

E. GRASS VARIETIES AND RATES

TEES:	Platinum Paspalum Rate: 30 Georgia Bushels / 1,000 SF
FAIRWAYS:	Platinum Paspalum Rate: 800 Georgia Bushels / AC (double cut)
ROUGHS	Platinum Paspalum Rate: 800 Georgia Bushels / AC (double cut)

F. GRASSING WINDOWS

Grassing windows are the ideal periods for proper germination. The Designer and Owner must approve any grassing outside of these windows.

Platinum Paspalum sprigs: April 1 through October 1

IX. CART PATHS

All cart paths shall closely follow locations shown on the drawings and the Designer field direction. The paths must blend into the golf terrain as naturally as possible and all slopes and grades shall be acceptable for golf cart use. Cart paths shall meet all public safety standards applicable and shall be the width specified by the Designer.

Prior to cart path installation, the path sub-base should be compacted to 85% of Standard Proctor at +/- 2% of optimum moisture content. The Owner may preform compaction tests on the subgrade as required and any areas not meeting the compaction and moisture specifications will be reworked by the Contractor and retested prior to cart path installation. The Contractor is responsible for the cost of all failed tests.

Concrete cart paths shall not be constructed by the use of a slip-form machine. 1" x 4" flexible wooden form boards should be used in forming. 2 x 4's or other non-flexible materials should not be used due to their inability to produce a smooth curve. Any cart path with uneven or unsmooth edges that is not approved by the Owner or Designer shall be replaced at the contractor's expense. In addition, any cracked sections or any part of the path that holds water on the surface will be the responsibility of the contractor to repair or replace upon review by the Designer or Owner's representative.

In certain areas, the cart path may contain a drainage inlet to intercept water prior to drainage into a wetland area or area of play. Cart paths shall be shaped, formed and poured to create a gently sloped basin that shall direct all runoff to the drain inlet. The drain inlet grate shall be flush with the finish grade of the cart path.

Concrete curbing shall be a rolled (sometimes called Miami) curb. The curb shall be a minimum of four inches in height and at least eight inches in width (from toe of slope of curb where curb meets the path to the outside or grassed edge of the curb). The curb shall be poured at the same time as the path itself.

Unless specifically authorized by the Designer, the curbing shall always be used to collect and control water runoff. This means that the path will always be sloped toward the curb at a 1% cross slope until such point that the surface water on the path will reach a drainage basin in the path. The catch basin grate shall be flush with the finish surface of the path with no less than four inches of concrete around the basin (depth). The grate shall be placed in the crease between the path and the curb.

The curb width is in addition to the width of the concrete path. In other words, if the concrete path is specified to be eight feet in width, then the path with the curb shall be a minimum of eight feet and eight inches in width as measured from outside edge to outside edge.

Please see cart path and curbing detail sheets.

X. BULKHEADS

See Detail sheets for typical bulkhead construction. For specific details see Owner or Owner's Engineer.

XI. PROJECT RECORD DOCUMENTS

An accurate (to scale with dimensions) As-Built Drawing shall be prepared by the Contractor **throughout** construction of the golf course, indicating **exact** locations of all underground materials installed for drainage and irrigation. A copy of the As-Built condition drawing shall be submitted **monthly**, with the invoice showing the progress of the work.

The Contractor shall also provide an updated critical path schedule of the progress of work with the monthly application or via weekly meetings.

XII. PROJECT CLEAN-UP

The Contractor shall maintain the premises and the golf course site in a reasonably neat and orderly condition free from accumulations of waste materials and rubbish during the entire construction period. Remove all crates, cartons and other flammable waste materials or trash from the work areas at the end of each working day. It shall be the responsibility of the Owner's representative to see that the Contractor maintains a clean job site.

Before acceptance of the job by the Owner, the site and premises shall be thoroughly cleaned by the Contractor to the satisfaction of the Owner. This will include any rubbish or debris accumulated in

and along wetlands, creeks, river basins and residential areas which must be cleaned up during and upon completion of the job.

The Contractor shall be responsible for any street, curb, drainage or any other damage to infrastructure around the golf course during the period of construction activities. Any damage to the infrastructure shall be completed immediately following the completion of construction activities unless otherwise directed by Owner.

XIII. PROJECT CLOSEOUT

The Contractor shall notify the Owner, Engineer and Designer that the golf course is substantially completed, in the Contractor's estimation, and the Contractor is ready for the preparation of the punch list.

The Owner, Engineer and the Designer shall prepare a working punch list of items which need to be addressed, adjusted or completed by the Contractor prior to completion and turnover of the golf course to the Owner. The Contractor shall be responsible for satisfying all items on the punch list unless the Contractor objects to any of the punch list items. If there is an objection to any of the punch list items, the Contractor will immediately notify the Owner in writing, within five (5) working days after receipt of the punch list. If a dispute exists concerning the punch list, that dispute will be settled according to the Owner/Contractor agreement and the Plan Document. In any event, all the other punch list items shall be completed without delay.

Certificates

The Contractor shall obtain certificates of approval, acceptance and compliance from all authorities having jurisdiction over the work and shall deliver these certificates to the Owner's representative. The work shall not be deemed complete nor will final payment be made until such certificates have been delivered.

Guarantees

The guarantees required by the General Conditions are hereby supplemented by the following:

The contractor shall deliver to the Owner, upon completion of all work under this Contract, and before final payment is made, his written guarantees. These guarantees shall be made out to the Owner, in a form satisfactory to the Owner, guaranteeing all work, materials, appliances, equipment, etc., provided under the Contract to be free from defective materials, and/or faulty workmanship, and to be watertight and leakproof. In the guarantee, the Contractor shall agree to replace or re-execute, in a manner satisfactory to the Owner, without cost, delay or hardship to the Owner, such work, materials, appliances or equipment, as may be found to be defective or faulty.

The Contractor's overall guarantee shall cover a period of a minimum of one (1) year from the date of overall project substantial completion. With this guarantee, the Contractor shall obtain and deliver to the Owner his subcontractor's guarantees as listed in the respective sections covering the work and materials of these specifications.

Operating Instructions

Wiring diagrams, piping diagrams, installation instructions, parts lists and similar information shall be furnished for mechanical and electrical systems, all manufactured items and Vendor's equipment. The Contractor shall be responsible for assembling this material and turning three (3) copies over to the Owner at the completion of the work.

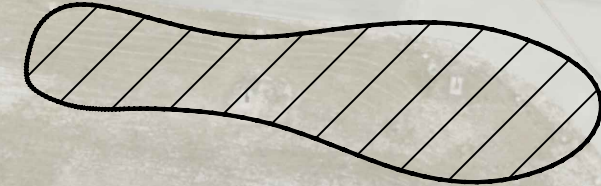
The Contractor shall furnish the services of qualified supervisory personnel to start-up the equipment which has been Contractor furnished and to instruct the Owner's operating employees as to the procedures to be used in starting up, operating, shutting down, lubricating, oiling, adjusting and maintaining said equipment - as covered more completely under "Irrigation" in the Plan Documents. Owner-furnished equipment, if any, which is installed by the Contractor shall be started up by the Owner. All necessary minor adjustments to this equipment shall be made by the Owner. However, if the Owner furnished equipment has been improperly installed or has been damaged during installation, the Contractor shall be responsible for performing the necessary tasks in order to furnish the Owner with operable equipment.

The Contractor is cautioned that the operating instructions called for in the above two (2) paragraphs are a specific requirement and that the Contract work will not be considered complete until the written and printed information is submitted in an acceptable form to the Owner and until the Owner's operating employees have been properly instructed in the use and care of the system and of the component parts of same.

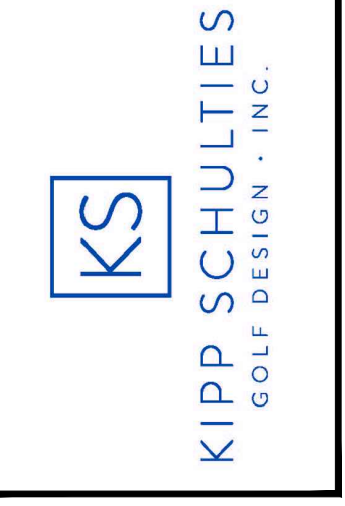
The Contractor shall install on the inside door of each controller the heads each station controls.

Tests

Before acceptance of the whole or any part of the work, it shall be subject to tests to determine that it is in accordance with the Plan Document. The Contractor shall be required to maintain all work in first-class condition for a 30-day operating period after the same has been completed as a whole and the Owner has notified the Contractor in writing that the work has been finished to his satisfaction. The retained percentage, as provided herein, will not be due or payable to the Contractor until after the 30-day operating period has expired.

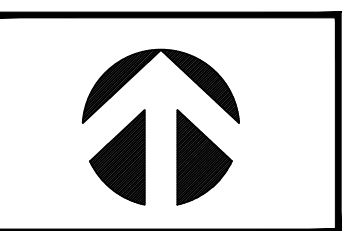
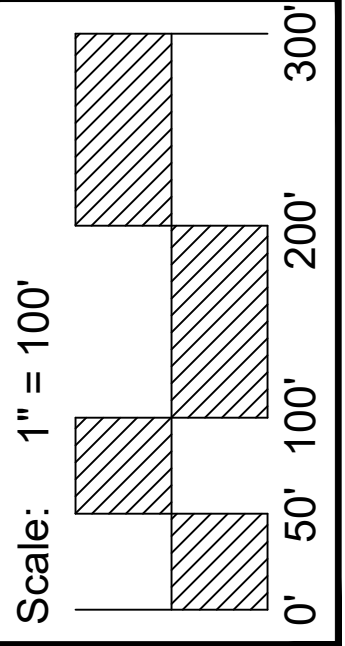


— Work Area Boundary



Pompano Beach Golf Club - Pines Course
Pompano Beach, Florida

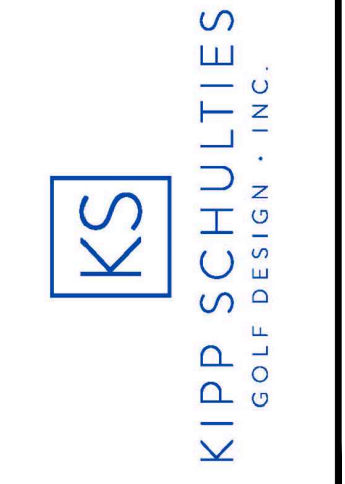
Limits of Work Plan



KS	Rev.	Description	Date
GM	02-01-23		

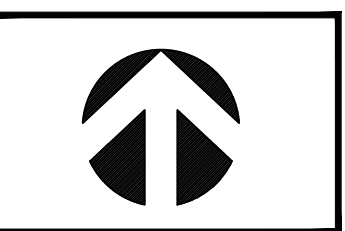
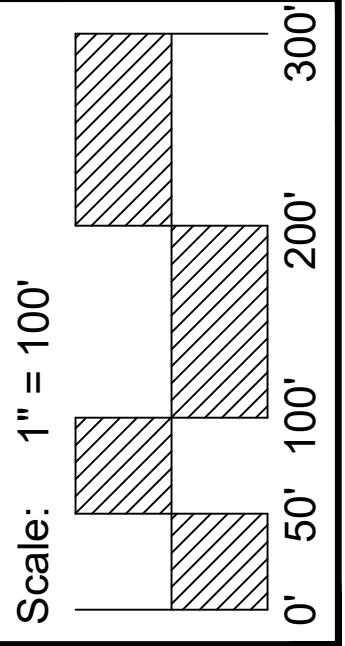


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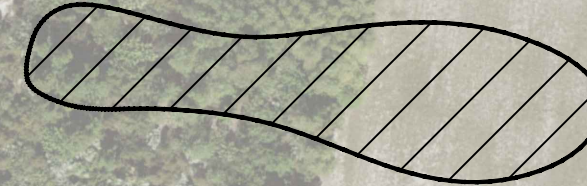
Pompano Beach Golf Club - Pines Course
Pompano Beach, Florida

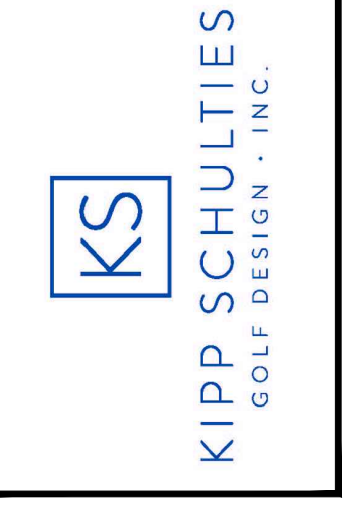
Limits of Work Plan



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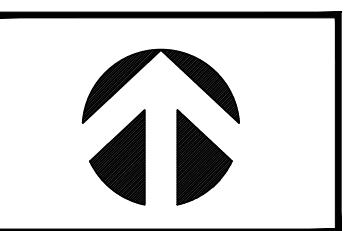
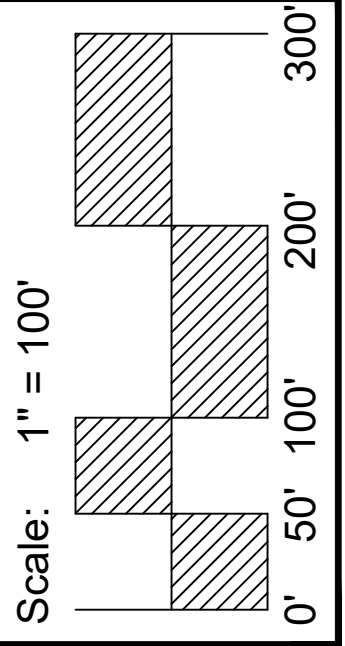


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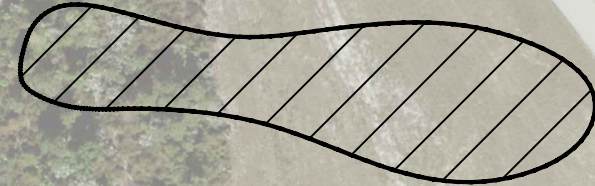


Pompano Beach Golf Club - Pines Course
Pompano Beach, Florida

Limits of Work Plan



KS	Rev.	Description	Date
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	02-01-23		



— Work Area Boundary

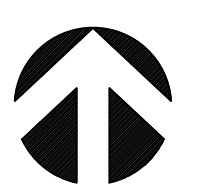
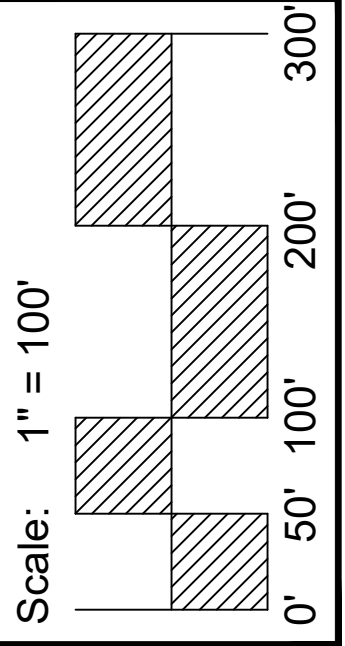


KIPP SCHULTIES
GOLF DESIGN · INC.

Pompano Beach Golf Club - Pines Course

Pompano Beach, Florida

Limits of Work Plan



KS	Rev.	Description	Date
GM			
	02-01-23		

LWP-4
Sheet 4 of 4

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
- xx owned (Florida's Minimum Coverage)
- xx hired
- xx non-owned

REAL & PERSONAL PROPERTY

___ comprehensive form Agent must show proof they have this coverage.

EXCESS LIABILITY

Per Occurrence Aggregate

___ other than umbrella bodily injury and property damage combined \$2,000,000 \$2,000,000

PROFESSIONAL LIABILITY

Per Occurrence Aggregate

___ * 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.