



THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE *Florida*

TO : Nicholas C. Mimms, P.E., City Manager

FROM : James M. Messer, City Attorney

RE : Contract with IGM

DATE : September 19, 2017

The attached final version of the subject agreement is approved as to legal form and correctness.

Attachment

cc: Linda Cox, City Clerk

INTERNATIONAL GOLF MAINTENANCE, INC.
5385 GATEWAY BLVD., SUITE 12
LAKELAND, FL 33811
800-413-5500
407-589-7200 407-589-7223 (FAX)

THIS MAINTENANCE AGREEMENT (the "Agreement") is entered into by and between INTERNATIONAL GOLF MAINTENANCE, INC. ("IGM"), and the City of Fort Pierce, the owner designated in Recital C below (the "Owner") as of the date set forth below as the effective date (the "Effective Date").

BACKGROUND FACTS

A. IGM is a service provider of agronomic, horticultural and recurring services for golf course facilities and has represented to Owner that it has the competency and experience to perform the services set forth in this agreement.

B. Owner is the owner of the golf course named Indian Hills (the "Course") and desires to engage IGM to provide services to the Course as more particularly described in this Agreement.

C. IGM has been selected through competitive process by Indian River County to maintain the golf courses and grounds at Sandridge Golf Club. Owner has reviewed the proposal and evaluation related to the selection of IGM by Indian River County and IGM has agreed to extend terms and conditions of its agreement with Indian River County to Owner. Owner agrees to enter into a contract with IGM without modification to the original terms as provided herein.

D. Owner's contact information and other summary information regarding this Agreement is:

OWNER: City of Fort Pierce, Florida
ADDRESS: 1600 S. 3rd Street
CITY/STATE/ZIP: Fort Pierce, Florida 34950
TELEPHONE: 772-467-3065
FAX: 772-467-3841
COURSE NAME: Indian Hills
OWNER REPRESENTATIVE: Linda Cox, City Clerk
OWNER'S FEDERAL I.D. NUMBER: 59-6000322
EFFECTIVE DATE: October 15, 2017

For IGM
International Golf Maintenance, Inc.
BY: Eric Burk
5385 Gateway Blvd., Suite 12
Lakeland, Florida 33811
Phone: 407-589-7200

AGREEMENT

In consideration of the mutual benefits to be derived from this agreement and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound agree as follows:

SECTION 1 SERVICES

1.1. Background Facts. The Background Facts are agreed to be true and correct are incorporated herein by this reference.

1.2. Services. During the Term (as hereinafter defined), IGM agrees to provide to Owner the services, including all labor, materials, uniforms and supplies required to perform such services, described in the Proposal Letter attached hereto as Exhibit A (the "Proposal") attached and incorporated by reference herein as Exhibit A subject to the specific terms and conditions of this Agreement (the "Services").

1.3. Agreement Regarding Scope of Services. IGM shall not, without owner's prior written approval, be required to exceed the Services described in Exhibit A or provide any additional services. Such written approval shall not be binding on IGM until the fee for such Services is agreed in writing by Owner. Owner agrees and acknowledges that the Services do not include, without limitation: (i) payment of the costs of any utility services to the Course or in connection with the Services, (ii) the costs of any material improvements or modifications to any irrigation system present on the Course, (iii) the cost of hauling any organic waste and/or debris from the Course, (iv) the cost of any modifications or capital improvements to the Course, (v) the repair or replacement of Course facilities, including shrubbery or trees that are damaged or destroyed by severe weather, or (vi) the cost of repair or replacement of property, real or personal, which is damaged through acts of vandalism or other criminal activity, unless such vandalism or criminal activity is directly caused by the affirmative acts of IGM. IGM shall not subcontract any work under this agreement without Owner's written permission. IGM shall not assign this contract without Owner's written permission.

1.4. Compliance with Laws. IGM shall comply with all applicable laws, ordinances and regulations related in the performance of its Services hereunder. Without limitation, IGM shall not violate any federal, state or local environmental laws, statutes, ordinances, codes, rules or regulations regulating the Services.

SECTION 2 TERM; EARLY TERMINATION

2.1. Term of this Agreement. This Agreement shall be effective for a period of one (1) year from the Effective Date, unless earlier terminated as provided herein (the "Term"). The Term being from October 15, 2017 and continuing through October 14, 2018. Any additional services requested by the City shall be completed in accordance with applicable authorization provided by the City.

2.2. Termination without Cause. During the first six (6) months of the Term, Owner may terminate this Agreement, with or without cause, upon thirty (30) days prior written notice to IGM. In the event of such termination, IGM shall be paid for services rendered to the City's satisfaction through the date of termination. After such date, Owner may terminate only for cause as set forth below.

2.3. Termination for Cause. Either party may, at its option, terminate this Agreement as provided herein in the event of material breach by the other party of this Agreement. A breach shall be "material" within the meaning of this Agreement if the breach is (i) a breach of a monetary obligation, including non-payment of sums due from Owner to IGM, (ii) a breach of any of the obligations described in Sections 1.1 – 1.4, 4, 5, 6, 7.8, 7.11 or 7.12 of this Agreement; or (iii) a breach which would have a material adverse affect on the other party. A termination under this provision shall be effective only upon a written notice, specifically identifying the breach on which termination is based as follows: (x) thirty (30) days after written notice if the breach is of any obligation other than payment provided such breach is capable of being cured and remains uncured at the end of the thirty (30) day period, and (y) five (5) days from receipt of written notice to cure any breach of a monetary obligation, including non-payment of sums due from Owner to IGM, if at the end of such period the breach remains uncured.

2.4. Limitation on Right to Terminate. In the event of any termination hereunder, Owner must pay, on or before the effective date of termination, IGM in full for all services performed by IGM through the date of termination, unless the amount of pay or the quality of services is in dispute.

2.5. IGM shall be responsible for all maintenance and repair of all equipment under this agreement, the cost of which shall not exceed \$24,000. Equipment shall be repaired and maintained in accordance with manufacturers' standards or standards common to the industry

**SECTION 3
FEES AND EXPENSES**

3.1. Base Fee. For the Services rendered hereunder, Owner shall pay to IGM without set off or deduction, on or before the first Friday of each month in which Services are provided, the following fees (the "Service Fees"):

Year One	\$ 567,476
----------	------------

together with sales, service, use or other taxes that may be attributable to such sum, which sum shall be divided equally and paid as provided herein. IGM shall be paid in 12 monthly installments on the first Friday of each month or if a Holiday, the first business day thereafter.

3.2. Fee for Additional Services. In the event Owner approves additional Services in accordance with Section 1.3 of this Agreement, IGM shall be entitled to charge and collect the additional sum agreed by the parties at the time such additional Service was approved by Owner together with sales, service, use or other taxes that may be attributable to such sum.

3.3. Interest on Late Fees. Each installment of the Service Fees shall be paid in accordance with Florida Prompt Payment Act, FS 218.70 *et seq.*

3.4. Taxes. Owner shall pay to IGM with each installment of the Service Fees set forth in Sections 3.1 and 3.2, all sales, service, use or other taxes, if any, which may be applicable to said fees as of the date of this Agreement. Any increase in such tax, or any sales, use or other taxes imposed on said fees as a result of new legislation, authoritative interpretation, or regulatory activity after the date of this Agreement, shall be the responsibility of Owner and shall be included with, and be a part of, each installment of the Service Fees.

SECTION 4 INSURANCE

4.1. Insurance Requirements for IGM. IGM will maintain, at its own expense, during the performance of the work covered by this Agreement, and shall provide the City with evidence that IGM has obtained and maintains the insurance listed below.

- (a) Minimum Scope of Insurance
 1. Worker's Compensation as required by the State of Florida. Employer's Liability of \$100,000 each accident.
 2. General Liability \$1,000,000 combined single limit per accident for bodily injury and property damage. City shall be named as an additional insured.
 3. Auto Liability \$1,000,000 combined single limit per accident for bodily injury and property damage for owned and non-owned vehicles. City shall be named as an additional insured.

(b) IGM's insurance coverage shall be primary.

(c) All above insurance policies shall be placed with insurers with a Best's rating of no less than A + VII. The insurer chosen shall also be licensed to do business in Florida.

(d) The insurance policies procured shall be per occurrence policies or as generally available on the open market.

(e) The Insurance Carriers shall supply Certificates of Insurance evidencing such coverage to the City of Fort Pierce Risk Management Department within ten days of execution of this Agreement.

(f) The insurance companies selected shall send written verification to the City of Fort Pierce Risk Management Department that they will provide 30 days written notice to the City of Fort Pierce Risk Management Department of its intent to cancel or terminate said policies of insurance.

(g) IGM hereby agrees to indemnify City of Fort Pierce and Representatives thereof from all claims arising solely from intentional, reckless or negligent acts, errors or omissions of the IGM or IGM's Representatives in the performance of services under this agreement and for which IGM is legally liable.

4.2. Insurance Requirements for Owner. IGM acknowledges that Owner is a political subdivision of the State of Florida and as such, is entitled to certain protection from liability under Florida law. To the extent allowed by law, the Owner hereby agrees to indemnify IGM from claims arising from the negligent acts, errors or omissions of the Owner in the performance of the Services under this agreement and for which Owner is legally liable. Additionally, the City

herby states that its improvements are adequately insured against loss whether through self insurance or excess coverage.

4.3. Disclaimer. Owner acknowledges and understands that IGM has made no representations or warranties that the insurance specified in this Agreement is adequate to protect Owner.

4.4. Notice Of Claims. Owner and IGM shall give prompt notice to the other of any third party claims made against either or both of them, and shall cooperate fully with each other and with any insurance carrier to the end that all such claims will be properly investigated, defended and adjusted.

SECTION 5 OWNER RESPONSIBILITIES

5.1. Obligations to Provide Facilities. Owner, at its sole cost and expense, shall be responsible for providing safe and adequate facilities required by IGM to perform the Services under this Agreement. These facilities shall include, without limitation, workspace and other facilities that adhere to current federal and state safety standards. Owner shall cooperate at all times with IGM to provide a safe and adequate work environment for IGM employees and others who work on or around the Course. IGM has inspected Owner's facilities and agrees that they are adequate facilities needed to perform the services under this agreement and the facilities adhere to current federal and state safety standards.

5.2. Utilities, Repairs, Modification. Additionally, Owner shall be wholly responsible for the provision of necessary utilities to the Course and work areas, for repairs and material improvements or modifications to any Course irrigation systems, for the pressure regulation valve and all pumps, systems and other facilities "upstream" from said valve, for the cost of hauling organic waste and/or any debris away from the Course, and for repairs required by any acts or omissions of third parties.

5.3. Compliance with this Agreement. During the Term, Owner will not:

(a) Within ten (10) days of the date due, fail to make or cause to be made any payment to IGM required to be made hereunder or to make any payment pursuant to any other agreement between the parties;

(b) Fail to keep, observe or perform any agreement, term or provision of this Agreement to be kept, observed or performed by it;

(c) After a casualty, fail to restore one or more golf holes, the clubhouse, maintenance building, or any material service of the Course to normal operation with six (6) months after casualty, if possible;

(d) Suffer the termination, revocation or suspension of the licenses required for the operation of the Course for a period of one-hundred eighty (180) days consecutively;

(e) Default after any applicable grace period or notice and cure periods under any applicable debt document with respect to the Course.

SECTION 6
DEFAULT; REMEDIES

6.1. Default by IGM. In the event IGM is in default under the terms of this Agreement, after thirty (30) days written notice and opportunity to cure, Owner may, in addition to any right of termination provided in Section 2 of this Agreement, maintain an action for actual direct damages arising from the default.

6.2. Default by Owner. In the event that Owner is in default under the terms of this Agreement after any grace period or notice and cure period expressly provided herein, IGM may, in addition to any right of termination contained in Section 2 of this Agreement, exercise any right or remedy available at law or equity including, without limitation, an action for damages arising out of the breach.

SECTION 7
MISCELLANEOUS

7.1. Any written consent, approval or instruction issued by Owner's representative identified in Recital D of this Agreement shall be binding to the same extent as if given by Owner. Owner may change the designated Owner's representative by written notice to IGM.

7.2. In connection with this Agreement, the parties agree to cooperate in good faith and to perform no act, or allow any omission, which would inhibit the other party from performing its obligations under this Agreement.

7.3. The captions and headings used in this Agreement are for convenience only and do not in any way limit, amplify, or otherwise modify the provisions of this Agreement.

7.4. This Agreement, together with Exhibit A, constitutes the entire agreement between the parties with respect to the subject matter hereof and merges all prior and contemporaneous communications. This Agreement shall not be modified except by a written agreement dated subsequent to the date of this Agreement and signed on behalf of Owner and IGM by their respective duly authorized representatives.

7.5. Any notice which either party is required or may desire to give to the other under this Agreement shall be in writing and shall be given by registered or certified mail, return receipt requested, postage prepaid, addressed to the party at its address shown on the First Page of this Agreement. If Owner or IGM wish to change its respective address for purposes of notice under this Agreement, they may do so by giving to the other written notice of change of address.

7.6. Nothing in this Agreement shall be construed to create a partnership, a joint venture or agency relationship between the parties. Neither party shall have any authority to enter into agreements on behalf of the other, or otherwise to bind or obligate the other in any manner. The language of this Agreement shall not be construed more strongly against either party, regardless of which party is responsible for its drafting.

7.7. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof,

and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

7.8. The Owner agrees that it will not, while this Agreement is in effect directly employ, hire, or engage any person who shall have been an employee, of IGM during the term of this Agreement without express written permission from IGM. Current employees of Owner at the time of execution of this agreement are exempt from this provision.

7.9. All payments under the Agreement to IGM from Owner shall be due at IGM's offices in Polk County, Florida. The parties further agree that any litigation arising from this Agreement shall also be brought in St Lucie County, Florida.

7.10. In the event of acts or occurrences caused by Owner or beyond the control of IGM, including, without limitation, strikes, labor disturbances, acts of God, fire, flood, riots, hurricanes, ice storms, severe, unusual or unseasonable weather or climatological changes that prevents IGM from performing its duties under this Agreement, IGM shall be excused from the performance of affected Services under this Agreement during the period of such acts or occurrences and for reasonable times thereafter, unless IGM and Owner can agree on such other duties that can be performed by IGM. Still, Owner shall be liable to pay the monthly fee due IGM under this Agreement less any sums that IGM can save through good faith efforts to mitigate its costs during such period. If IGM is unable to perform its duties under this agreement for more than 15 consecutive days due to the acts or occurrences, Owner may terminate this agreement. Without limitation, the parties agree that Services to be performed by IGM hereunder are to be performed essentially in concert with nature, and that unusual or severe weather may inhibit attainment of the goals set forth in Exhibit A, the Proposal. Additionally, the parties agree that the Owner shall be responsible for the repair or replacement of Course facilities, including shrubbery and trees, which may be damaged by unusual or severe weather. In the event that unusual or severe weather or conditions which cause IGM to recommend the closing of the Course to play, Owner agrees to bear the risk of any damage which results from refusal by Owner to heed such warning.

7.11. IGM may identify the Course as a golf course to which IGM is providing Services. It is recognized that the name "International Golf Maintenance, Inc." and the initials "IGM," together with any other names, logos or designs owned by IGM or any of its affiliates and used in connection with the Services, together with appurtenant goodwill, are the exclusive property of IGM or its affiliates (collectively, the "IGM-Owned Names"). Accordingly, Owner agrees that no right or remedy of Owner for any default on the part of IGM under this Agreement shall, nor shall any provision of this Agreement, confer upon Owner or its successors or assigns the right to use IGM-Owned Names in the operation of the Course or otherwise. In the event of any breach of this covenant by Owner, IGM, in addition to any remedies available to it under this Agreement or at law or in equity, shall have the right to injunctive relief.

7.12. In the event of the sale or other transfer of control over the Course, Owner will assign this Agreement to the purchaser or transferee, and upon such assignment and the written assumptions by the purchaser of all the obligations of Owner to IGM hereunder, Owner shall be fully released and relieved of all obligations hereunder arising from and after the date of the assignment.

7.13. Permits, fees and licenses necessary for the performance of work by IGM will not be waived by the City, and IGM shall be responsible for obtaining, and shall pay for, any such required permits, fees and licenses for its employees.

7.14. IGM covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which shall conflict with its performance, or services required to be performed, under this Agreement. IGM further covenants that, in the performance of this Agreement, no person having any such conflicting interest shall be employed by IGM.

7.15. IGM warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for IGM, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or Firm, other than a bona fide employee working solely for IGM, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this section, the City shall have the right, but not duty, to terminate this Agreement without liability, and, at its discretion, to deduct from the Agreement such price, or otherwise recover the full amount of such fee, commission, percentage, gift or other consideration.

7.16. IGM agrees to maintain all books, documents, papers, records, and accounts pertaining to work performed under this Agreement, including property, personnel, and financial records, as are deemed necessary by the City to insure proper accounting for all funds expended under this Agreement and in such manner as will readily conform to the terms of this Agreement. Said records and materials shall be available, upon request for audit or inspection purposes to the City of Fort Pierce, its authorized representatives, and its auditors at IGM's office at all reasonable times during the term of this Agreement, and for three (3) years from the date of final payment.

7.17. IGM agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability, and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfers; recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

7.18. It is agreed upon by the parties that, at all times and for all purposes within the scope of this Agreement, the relationship of IGM to the City is that of independent contractor, and not that of employee. No statement contained in this Agreement shall be construed to define IGM or any of its employees as an agency or employee of the City. IGM shall not be entitled to any of the rights, privileges or benefits of the City of Fort Pierce agencies or employees.

7.19. If any of the provisions contained in this Agreement are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalid, illegal, or unenforceable provision shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

SECTION 8 PUBLIC RECORDS

8.1 City strictly adheres to all statutes, court decisions and the opinions of the Florida Attorney General with respect to disclosure of public information under Chapter 119, Florida Statutes. In accordance with Chapter 119, Florida Statutes, IGM shall comply with all public records laws, specifically to:

8.1.1 Keep and maintain public records required by City to perform the service.

8.1.2 Upon request from City's custodian of public records, provide City with a copy of the 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.

8.1.3 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 IGM does not transfer the records to City.

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

8.2 IF IGM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO IGM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS THROUGH THE CITY CLERK AT 772-467-3065, lcox@city-ftpierce.com, 100 North U.S. 1, Fort Pierce, FL 34950.

BY SIGNING BELOW, OWNER ACKNOWLEDGES HAVING READ THE TERMS AND CONDITIONS SET FORTH HEREIN. OWNER FURTHER REPRESENTS AND WARRANTS THAT IT UNDERSTANDS ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT AND AGREES TO BE STRICTLY BOUND THEREBY.

DATED this ____ day of _____, 2____.

Witnesses:

INTERNATIONAL GOLF
MAINTENANCE, INC.

Print Name: _____

By: _____
Print Name: _____
As its: _____

Print Name: _____

Witnesses:

Print Name: _____

City of Fort Pierce/Owner

Print Name: _____

By: _____
Print Name: _____
As its: _____

Date of Execution: _____

EXHIBIT "A"



International Golf Maintenance, Inc.

5385 Gateway Boulevard, Suite 12 • Lakeland, Florida 33811
(800) 413-5500 • (407) 589-7200 • Fax: (407) 589-7216

www.igminc.net

June 30, 2017

Linda W. Cox, MBA, CMC
Assistant City Manager
City of Fort Pierce
100 North U.S. 1
Fort Pierce, Florida 34950

Dear Ms. Cox:

Thank you for inviting us to visit Indian Hills. We appreciate your interest in IGM's golf course maintenance services, and we are prepared to help you improve your golf course maintenance operation through a turn-key maintenance agreement.

As you know, three IGM representatives have visited the course over the last week. The greens were healthy, but the rest of the course was in need of attention. Based on our review of your current operation, we foresee an opportunity to help you improve the course by accomplishing the following –

- Providing comprehensive training, professional oversight and a set of standard operating procedures for an onsite staff
- Directing resources on playable areas of the course where guests focus the majority of their attention, i.e. down the middle
- Compile and prioritize a repair and maintenance plan as well as a replacement plan which will protect the City's assets
- Implement an agronomic plan that will help improve turf coverage on tees, fairways and roughs.

Eventually, we would like to apply our eye for detail and improve the overall presentation of the course along the property lines and in the outer roughs. This will be a work in progress as there is much to do "down the middle".

We have performed a man-hour estimate and compiled a supply budget based upon the expectations you expressed to me during our meeting on June 21 and based on the deficiencies we found in the current maintenance operation.

We will supply the following resources and services to Indian Hills –

Personnel

IGM is accountable for the human resource requirements and will have the responsibility of hiring and retaining adequate personnel with the appropriate skills to satisfy the maintenance demands. With coordination of City representatives, IGM will interview the current maintenance employees and give them an opportunity to continue gainful employment at the course under the direction of IGM.

With this in mind, IGM will be responsible for –

- Payroll
- Payroll taxes
- Workers' compensation insurance
- Benefits for our staff, which may fluctuate based on Healthcare Reform and the number of employees who elect coverage.

We estimate that the following positions will be needed at your facility in order to perform the maintenance services –

Superintendent	1
Foreman	1
Equipment Technician	1
Greensmen	4
Greensmen – Seasonal during growing season	2

Materials and Supplies

Through relationships with the industry's top vendors, we are able to purchase materials and supplies most efficiently. IGM proposes to supply the following resources as part of our program –

- Insecticides
- Herbicides
- Fungicides
- Fertilizers
- Topdressing and divot sand
- Fuel and lubricants for the maintenance equipment
- Tee and green play supplies such as ball washer fluid, cups, flags, and sticks
- Hand tools (shovels, rakes, etc)
- Janitorial supplies for the maintenance facility
- Employee uniforms
- Aquatic weed maintenance.

A reliable equipment fleet is extremely important for maintaining consistent golf course conditions. Given the age and hours of the equipment fleet at Indian Hills, IGM can develop a

realistic replacement plan, and IGM can even include the replacement expense within a maintenance agreement. This is a point of discussion for further down the road. However, it was evident during our visits to the property that a reliable rough mower is badly needed. IGM will provide a rough mower to improve operations and course playability within the cost of this preliminary proposal.

City Provided Supplies and Services

IGM will require the course to provide the following resources to support our operations –

- Use of the maintenance facility and any shop tools that the City owns. This will require the City to provide facilities adequate to store fuel, fertilizer and pesticides
- Use of the golf course maintenance equipment fleet
- Costs for any repair and/or replacement of irrigation wells and pumps
- Utility services (water costs, electrical costs, and inorganic and organic refuse collection) to operate the golf course irrigation system and the maintenance facility
- Costs for any repairs to the golf course and its related amenities resulting from acts of nature or vandalism.

Capital Projects

Capital projects that are required from time to time to maintain the infrastructure of the facility will be addressed on a project-by-project basis. IGM will work with City representative(s) to ensure that all projects be performed in a professional manner and within a pre-determined budget. IGM will provide expertise as an added benefit to IGM’s maintenance services, and when possible, IGM will work to complete projects with existing staff if trading out routine maintenance duties is possible.

Service Proposal

With IGM as your maintenance partner, we absorb the fluctuation in expenses that are required to maintain consistent conditions from season to season. IGM’s costs are predetermined allowing you cost containment and predictability. An outline of specific inclusions and exclusions is below.

Contract Information	Description
Annual Contract Price	\$567,476
Utilities - Water	Provided by City
Phones / Internet / IT Support at Maintenance	Provided by IGM
Insurance	General Liability / WC provided by IGM

Capital Projects	Provided by City - IGM will assist with planning, budgeting and oversight
Invoicing / Payment	Monthly
Equipment / Irrigation	Description
Maintenance Facility	IGM to use facility and storage areas
Equipment Supply	Provided by City w/ IGM providing a rough mower
Inventory Records	Provided by IGM
Equipment and Irrigation Maintenance and Normal Repair	Provided by IGM
Pump Station and Well Repair and Maintenance	Provided by City
Fuel for Maintenance Operations	Provided by IGM
Employees	Description
Background Checks	Provided by IGM upon hire
Uniforms	Provided by IGM
Employee Training Program	Included
Job Safety Program	Included
Activity Reports (Quality, Field)	Included - Daily verbal - Monthly written recap
Routine Services	Frequency
Mow Greens	7x per week
Mow Tees, Collars and Approaches	3x per week
Mow Fairways	2-3x per week
Mow Tee and Green Slopes	1-2x per week
Mow Rough	1x per week
Rake Bunkers	4x per week
Change Cups and Tee Markers	5x per week unless rounds do not exceed 50 during the previous day
Accessories/Materials/Services	Description
Regulation and Practice Flags	Included - 1x per year
Regulation and Practice Flagsticks	Replaced 1x per year

Regulation and Practice Cups	Replaced 1x per year
Signage	Repair included if possible, replacement provided by City
Bunker Rakes	Repair and as-needed replacement included
Bunker Sand	Provided by City if needed
Soil Tests	Included
Topdressing and Divot Sand	Included
Wall, Bridge and Water Feature Repair	Provided by City if needed
Fungicides	Included
Herbicides	Included for irrigated areas
Insecticides	Included
Fertilizers	Included
Tree Pruning	Included to a height of 12 feet
Cart Path Repair	Provided by City
Disposal of Organic and Inorganic Debris	Provided by City

It is our objective to find a mutually agreeable price for the delivery of these maintenance services. As in all of our maintenance operations, IGM strives to ensure that our golf courses are maintained at the highest possible standard within the budget. If you would like to discuss various maintenance frequencies and optional services, we will be happy to make changes to the plan in order to help you achieve your goals.

Please let us know if we can answer any questions regarding this initial proposal, and we hope to be serving you in the near future.

Best Regards,



Steve Gano
Vice President of Operations