

CITY OF MARATHON, FLORIDA
RESOLUTION 2013-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, ACCEPTING THE SOLE RESPONSIVE AND RESPONSIBLE PROPOSAL AND APPROVING A CONTRACT BETWEEN THE CITY AND SPORTS TURF ONE, INC.; IN AN AMOUNT NOT TO EXCEED \$89,462.00 FOR THE REFURBISHMENT OF TWO BASEBALL FIELDS AT COMMUNITY PARK; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT AND EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Marathon (the "City") solicited Request for Proposal (the "RFP") for the refurbishment of the two baseball fields at Community Park (the "Project"); and

WHEREAS, the sole RFP response was received from Sports Turf One, Inc. (the "Contractor"); in an amount not to exceed \$89,462.00 for the Project, and staff subsequently reviewed and determined the RFP response was responsive and responsible; and

WHEREAS, the City Council finds that accepting the RFP response and entering into a contract for the Project with the Contractor is in the best interest of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THAT:

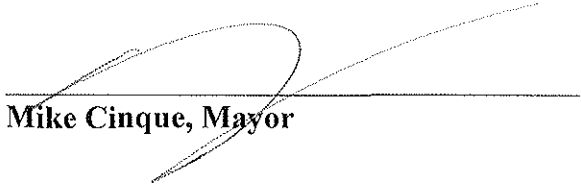
Section 1. The above recitals are true and correct and incorporated herein.

Section 2. The Contract between the City and Contractor for the Project in an amount not to exceed \$89,462.00, a copy of which is attached hereto as Exhibit "A," together with such non-material changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney, is hereby approved. The City Manager is authorized to execute the Contract and expend budgeted funds on behalf of the City.

Section 3. This resolution shall take effect immediately upon its adoption

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 8th DAY OF JANUARY, 2013.

THE CITY OF MARATHON, FLORIDA


Mike Cinque, Mayor

AYES: Snead, Bull, Ramsay, Keating, Cinque
NOES: None
ABSENT: None
ABSTAIN: None

ATTEST:



Diane Clavier, City Clerk

(City Seal)

**APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:**



City Attorney

**Contract For
Refurbish 2 Baseball Fields At Community Park**

THIS CONTRACT is made this 8th day of January, 2013 by and between the City of Marathon, Florida (the "City") and Sportsturf One, Inc. the "Contractor").

The parties, for the consideration provided for below, mutually agree as follows:

1. **SCOPE OF WORK**- The Contractor shall furnish all permitted drawings, labor, materials, supervision, equipment, supplies, and incidentals required to perform the following:

Refurbish 2 Baseball Fields At Community Park

Existing sod removal

1. Apply Roundup or equivalent 14 days apart (2 times)
2. Remove irrigation heads and mark locations for later re installation
3. Remove sod utilizing soil profile machinery
4. Remove existing turf and haul away or relocate at City's option
5. Develop grading plan
6. Rototill soils to break up layers

Sod installation

1. Celebration Bermuda (or approved equal) sod from a Florida licensed farm -- provide proof with submittal
2. Self perform sod installation within 18 hours of harvest time
3. Install sod big roll form 48'' wide with no patches less than 24'' x 24''
4. Sod to be rolled wth 3 ton roller and watered on same day as installation
5. Apply Ronstar 16/25/12 or equivalent pre plant fertilizer @ 300lbs per acre

Laser grade

1. Laser grade turf and infield clay areas
2. Tiller existing clay
3. Add clay as required

Irrigation

1. Reinstall irrigation heads
2. Leak and pressure test existing irrigation lines
3. Check irrigation for proper coverage and adjust if required

Bases

Re install bases with anchors (double check measurements)



CITY OF MARIETTA, GEORGIA

1900 Oversons Highway, Marietta, Georgia 30060
Phone: (770) 743-0900 Fax: (770) 743-0900
www.marietta.ga.gov

City of Marietta Request for Proposal for Construction of Two (2) Softball Fields
Addendum 1

Item Number: 100 (M&E) - Softball Fields (not attached) - quantity to be determined by proposal

- 1. RFP opening date is 11/21/12, 10:00 pm.
2. City to let minimum 3 inches thick
3. Shell chips or equivalent to be minimum 3 inches thick
4. Schedule of Prices bid as follows:

Table with 4 columns: Option, Description, Price per Unit, Price. Rows include North/South Field rehabilitation, perimeter fence removal, and post-and-rail fence installation for North and South fields.

revised by co 1.

Note - City may award any and all options desired if they are selected.

Blader Sports Turf One, Inc.

CHANGE ORDER #1

Sports Turf One, Inc

DATE: January 11, 2013
TO: City of Marathon
CONTRACT: Refurbish 2 Baseball Fields at Marathon Community Park
CONTRACTOR: Sports Turf One, Inc
TOTAL CHANGE ORDER AMOUNT: \$960.- revise fence lines to clay per attached

This Change Order will authorize the following change to the Agreement:

The Work as set forth in the Agreement is hereby amended to include the items set forth and attached hereto and by this reference made a part hereof.

This Change Order constitutes full, final, and complete compensation to Sports Turf One, Inc for all costs, expenses, overhead, and profit, and any damages of every kind that Sports Turf One, Inc may incur in connection with the above referenced changes in the Baseball Fields or any other effect on any of the Baseball Fields under this Agreement. Sports Turf One, Inc acknowledges and agrees to (a) the Guaranteed Maximum Price of \$960 under this Change Order and this will not effect Total Contract Time. Payment will be made in 2 installments. Sports Turf One, Inc expressly waives any claims for any additional compensation, damages or time extensions in connection with the above-referenced changes. Except as herein or heretofore expressly modified, all terms of the Agreement shall remain in full force and effect and shall cover the performance of, and payment for, any work authorized hereunder. Any defined terms not defined in this Change Order shall have the meanings set forth in the Agreement.

By signing below the parties indicate acceptance of this Change Order as set forth herein.

CITY OF MARATHON
a Florida municipal corporation

By: *D London*

Name: Debra London

Title: Comm. Services Coord.

Sports Turf One, Inc.

By: *William Giccasal* 1-16-13

Name: William Giccasal

Title: VICE PRESIDENT

2. COMPENSATION/PAYMENT-

2.1.1. Contractor shall provide the City with a construction schedule, schedule of values, partial lien releases and a monthly invoice within ten (10) days of the end of each month stating the services provided in the preceding month.

2.1.2. Lien Releases must be provided for all subcontractors for partial payments and a general final release from subcontractors and general contractor upon completion of the Work and final payment made.

2.1.3 A maximum of 10% of the Contract amount may be paid for mobilization. The City shall make payment on said invoices of approved amounts due, as required under the Florida Prompt Payment Act. No payments shall be due or payable for Work not performed or materials not furnished.

2.1.4 The Contractor shall be compensated at the prices specified in Schedule of Values based upon the actual Work completed for the month.

2.1.5 Change Orders- This Contract may only be amended by the prior written approval of the parties or by execution of a Change Order. Each Change Order constitutes full, final, and complete compensation for all costs, expenses, overhead, and profit, and any damages of every kind that Contractor may incur in connection with the above referenced changes in the Work. Contractor expressly waives any claims for any additional compensation, damages or time extensions in connection with the referenced Change Order. Except as herein or heretofore expressly modified, all terms of the Agreement shall remain in full force and effect and shall cover the performance of, and payment for, any work authorized hereunder.

3. TERM- This Contract shall be effective upon execution by both parties and shall continue through project completion. The City Manager may, at his/her sole option, extend this Contract on the same terms and conditions for additional time, compensable or noncompensable. Such extension shall be effective upon receipt of a written notice from the City Manager to the Contractor.

4. CONTRACTOR'S DUTY TO INSPECT- The Contractor has carefully examined the existing conditions and areas for the Work contemplated in Section 4 and have made sufficient tests and other investigations to fully satisfy himself as to site conditions, and he assumes full responsibility therefore. The Contractor shall be responsible for the repair or replacement of any property damaged by the Contractor.

5. NON-WAIVER- The approval, and/or acceptance of any part of the Work by the City shall not operate as a waiver by City of any other terms and conditions of the Contract.

6. PROTECTION OF PROPERTY AND THE PUBLIC- The Contractor shall continuously maintain adequate protection of all his Work from damage and shall protect public and private property from injury or loss arising in connection with this contract as follows:

- 6.1.1. The Contractor shall take all necessary precautions for the safety of employees in the performance of the Work on, about or adjacent to the premises, and shall comply with all applicable provisions of Federal, State, and local laws, including, but not limited to the requirements of the Occupational Safety and Health Act of 1970, and amendments thereto, the Construction safety Act of 1969, and amendments thereto, and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the Work is being performed.
- 6.1.2. The Contractor shall erect and properly maintain at all times, all necessary safeguards, including sufficient lights and danger signals on or near the Work, from sunset to sunrise, suitable railings, barricades, or other hazards or other protective devices about unfinished work, open trenches, embankments, or other hazards and obstructions to traffic; provide all necessary security staff on the Work by day or by night for the safety of the public; and take all necessary precautions to prevent accidents and injuries to persons or property on or near the Work.
- 6.1.3. The Contractor shall be completely responsible for, and shall replace and make good all loss, injury, or damage to any property (including landscaping, walks, drives, or structures of the City) and of any land adjoining any work sites, which may be caused by Contractor. The Contractor shall, at all times while the Work is in progress, use extraordinary care to see that adjacent property, whether real or personal, is not endangered in any way by reason of fire, water, or construction operations, and shall take all necessary or directed steps, to protect the property. The same care shall be exercised by all Contractor's and subcontractor's employees.
- 6.1.4. Buildings, sidewalks, fences, shade trees, lawns and all other improvements shall be duly protected from damage by Contractor. Property obstructions, such as sewers, drains, water or gas lines, conduits, railroads, poles, walls, posts, galleries, bridges, manholes, valve boxes, meter boxes, street monuments, etc., shall be carefully protected from injury and shall not be displaced. The Contractor shall give due notice to any department or public service corporation controlling such items as manholes, valve boxes, meter boxes, street monuments, etc., prior to adjusting them to grade and shall be held strictly liable to the affected utility if any such appliances are disturbed, damaged or covered up during the course of the Work.

7. INDEMNIFICATION-

- 7.1.1. The Contractor shall indemnify and hold harmless the City, its officers, agents and employees from and against all liability, claims, damages, losses and expenses, including reasonable attorney's fees and costs at both trial and appellate levels arising out of or resulting from the performance of Work under this Contract, caused by any act or omission of the Contractor or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable.
- 7.1.2. This indemnification obligation shall survive the termination of this Contract.

- 7.1.3. The Contractor shall defend the City or provide for such defense, at the City's option.
- 7.1.4. The Contractor shall be held responsible for any violation of laws, rules, regulations or ordinances affecting in any way the conduct of all persons engaged in or the materials or methods used by him, on the Work. Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the Work under this contract. Contractor shall secure and pay for all permits, fees, licenses, and inspections necessary for the execution of the Work, and upon termination of this contract for any reason, Contractor shall transfer such permits, if any, and if allowed by law, to the City.

8. CONTRACT DOCUMENTS- The following documents shall, by this reference, be considered part of this Contract:
- Instructions to Respondents;
 - All Addendums;
 - Contract Agreement;
 - General Conditions
 - Proposal;
 - Scope of Work/Specifications;
 - Change Orders;
 - Qualification Statement;
 - Insurance Certificates;
 - Bonds;
 - Local Preference Ordinance (not applicable if federally funded)

9. CONTRACTOR'S EMPLOYEES-

- 9.1.1. The Contractor shall at all times have a competent supervisor on site who thoroughly understands the Work, who shall, as the Contractor's agent, supervise, direct and otherwise conduct the Work. Contractor's employees shall serve the public in a courteous, helpful, and impartial manner.
- 9.1.2. Contractor's employees shall wear a clean uniform that provides identification of both the Contractor's company and the name of the employee.
- 9.1.3. Contractor shall, upon receipt of a written request from the City Manager, provide statement of background check for personnel. The City Manager may require Contractor to immediately exclude any employee of Contractor from providing Work under this Contract.
- 9.1.4. The Work contemplated in this Contract is on public property, accordingly no alcoholic beverages shall be allowed.
- 9.1.5. The same care shall be exercised by all Contractor's and subcontractor's employees.

10. VEHICLES AND EQUIPMENT- Contractor shall have on hand at all times and in good working order such vehicles, machinery, tools, accessories, and other items necessary to perform the Work under this Contract. All vehicles used by Contractor to provide services under this Contract shall be painted uniformly with the name of Contractor, business telephone number, and the number of the vehicle in letters legible by the public. The City Manager may require the repair or replacement of equipment as reasonably necessary. No other advertising shall be permitted on the vehicles.

11. INSURANCE- The Contractor shall secure and maintain throughout the duration of this Contract, insurance of such type and in such amounts necessary to protect its interest and the interest of the City against hazards or risks of loss as specified below. The underwriter of such insurance shall be qualified to do business in Florida, be rated AB or better, and have agents upon whom service of process may be made in the State of Florida. The insurance coverage shall be primary insurance with respect to the City, its officials, employees, agents and volunteers, and naming the City as an additional insured. Any insurance maintained by the City shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include a minimum of:

<u>11.1 Insurance Requirements</u>		<u>Statutory Limit</u>
Worker's Compensation	WC3	Statutory Limit
General Liability	GL3	\$500,000 per Person; \$1,000,000 per Occurrence; \$100,000 Property Damage or \$1,000,000 Combined Single Limit
Vehicle Liability	VL3	\$300,000 per Person; \$500,000 per Occurrence; \$100,000 Property Damage or \$500,000,000 Combined Single Limit

11.2 Comprehensive Automobile and Vehicle Liability Insurance: This insurance shall be written in comprehensive form and shall protect the Contractor and the City against claims for injuries to members of the public and/or damages to property of others arising from the Contractor's use of motor vehicles or any other equipment and shall cover operation with respect to onsite and offsite operations and insurance coverage shall extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsement, as filed by the Insurance Services Office.

11.3 Commercial General Liability: This insurance shall be written in comprehensive form and shall protect the Contractor and the City against claims arising from injuries to members of the public or damage to property of others arising out of any

act or omission to act of the Contractor or any of its agents, employees, or subcontractors. Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: (1) Premises and/or Operations; (2) Independent contractors and Products and/or completed Operations; (3) Broad Form Property Damage, Personal Injury and a Contractual Liability Endorsement, including any hold harmless and/or indemnification agreement.

11.4 US Longshoremen's & Harbor Workers Insurance: If applicable, the Contractor shall furnish Longshoremen's & Harbor worker's insurance to any employee engaged in maritime work or in maritime occupation - including a longshoreman or other person in longshoring operations, and any harbor worker, including a ship-repairman, ship-builder and ship-breaker in the amount not less than 1,000,000.

11.5 Certificate of Insurance: Contractor shall provide the City Manager with Certificates of Insurance for all required policies. The Certificates of Insurance shall not only name the type of policy(ies) provided, but also shall refer specifically to this Contract and shall state that such insurance is as required by this Contract. The City reserves the right to require the Contractor to provide a certified copy of such policies, upon written request by the City. If a policy is due to expire prior to the completion of the services, renewal Certificates of Insurance or policies shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the City Manager.

11.6 Additional Insured - The City is to be specifically included as an Additional Insured for the liability of the City resulting from operations performed by or on behalf of Contractor in performance of this Contract. Contractor's insurance, including that applicable to the City as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the City shall be in excess of and shall not contribute to Contractor's insurance. Contractor's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured in the same manner as if separate policies had been issued to each.

11.7 All deductibles or self-insured retentions must be declared to and be approved by the City Manager. The Contractor shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

12. ASSIGNMENT - No assignment by the Contractor of this contract or any part of it or any monies due or to become due, shall be made, nor shall the Contractor hire a subcontractor to perform its duties under this Contract without prior written approval of the City Manager.

13. TERMINATION-

- 13.1.1. Either party may terminate this Contract without cause upon 30 days written notice to the other party.
- 13.1.2. Upon notice of such termination, the City shall determine the amounts due to the Contractor for services performed up to the date of termination. The Contractor shall not be entitled to payment of any lost profits or for Work performed after the date of termination.
- 13.1.3. After receipt of a notice of termination, and except as otherwise directed, the Contractor shall stop all Work under this Contract, and shall do so on the date specified in the notice of termination.
- 13.1.4. The City may terminate this Contract upon five (5) days written notice if the Contractor defaults on any material term of this Contract.

14. CHOICE OF LAW- This Contract shall be governed by the laws of the State of Florida. Venue shall lie in Monroe County.

15. ATTORNEY'S FEES- In the event either party to this Contract is required to retain legal counsel to enforce any of its rights under this Contract, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs from the non-prevailing party together with court costs incurred in any litigation at any trial and appellate proceedings.

16. ACCESS TO PUBLIC RECORDS- The Contractor shall comply with the applicable provisions of Chapter 119, Florida Statutes. The City shall have the right to immediately terminate this contract for the refusal by the Contractor to comply with Chapter 119, Florida Statutes. The Contractor shall retain all records associated with this Contract for a period of three (3) years from the date of Termination.

17. INSPECTION AND AUDIT- During the term of this Contract and for three (3) years from the date of Termination the Contractor shall allow City representatives access during reasonable business hours to Contractor's records related to this Contract for the purposes of inspection or audit of such records. If upon audit of such records, the City determines the Contractor was paid for services not performed, upon receipt of written demand by the City, the Contractor shall remit such payments to the City.

18. SEVERABILITY- If a term, provision, covenant, contract or condition of this contract is held to be void, invalid, or unenforceable, the same shall not affect any other portion of this contract and the remainder shall be effective as though every term, provision, covenant, contract or condition had not been contained herein.

19. WAIVER OF JURY TRIAL. - The parties irrevocably, knowingly agree to waive their rights to a trial by jury in any action to enforce the terms or conditions of this Contract.

20. COUNTERPARTS- This Contract may be signed in one or more counterparts, each of which when executed shall be deemed an original and together shall constitute one and the same instrument.

21. NOTICES- Whenever any party is required to give or deliver any notice to any other party, or desires to do so, such notices shall be sent via certified mail or hand delivery to:

For City:
City Manager
City of Marathon
9805 Overseas Highway
Marathon, Florida 33050
Telephone: (305) 289-4102
Facsimile: (305) 289-4123

With a Copy to:
John R. Herin, Jr., Esq.
City Attorney
City of Marathon
9805 Overseas Highway
Marathon, Florida 33050

For Contractor:
Sports Turf One, Inc.
9819 State Rd. 7
Boynton Beach, FL 33472

IN WITNESS WHEREOF the parties hereto have executed this Contract on the day and date first above written.

Attest:

CITY OF MARATHON

By: Diane Clavier
City Clerk

By: [Signature]
Mayor

By: [Signature]
City Attorney

CONTRACTOR*

By: [Signature]

Signed, sealed and witnessed in the presence of:

As to Contractor:

By: Scott D. Haverback

By: Laurel Burns

(* In the event that the Contractor is a corporation, there shall be attached to each counterpart a certified copy of a resolution of the board of the corporation, authorizing the officer who signs the contract to do so in its behalf.

Nielson, Mosholder & Associates
A member of Nielson & Company, Inc.
4380 St. Johns Pkwy, Ste. 110, Sanford, Florida 32771
(407) 330-3990

PUBLIC WORKS BOND

In compliance with Florida Statutes 255.05 (1)(a)

PERFORMANCE BOND

BOND NO: 479533P

Doc# 1919536
Bk# 2612 Pg# 977

Contractor Name: Sports Turf One, Inc.
Address: 9819 State Road 7
Boynton Beach, Florida 33472
Phone No: 561-369-7994

Surety Company: Developers Surety and Indemnity Company
Surety Address: P.O. Box 19725
Irvine, CA 92623
Surety Phone No: 949-263-3300

Owner Name: City of Marathon
Address: 9805 Overseas Highway
Marathon, Florida 33050
Phone No: 305-289-4102

Obligee Name:
(if different for property owner)
Obligee Address:
Obligee Phone No:

Project Name: Refurbish 2 Baseball Fields At Community Park, Marathon,
Florida

Project Location: City of Marathon, Florida

Legal Description: Refurbish 2 Baseball Fields At Community Park, Marathon,
Monroe County, Florida

SECTION 00600
PERFORMANCE BOND - 00620

BY THIS BOND (the "Bond"), We as Sports Turf One, Inc.,
called CONTRACTOR, and Developers Surety and Indemnity Company,
hereinafter called SURETY, are bound to the CITY OF MARATHON, a Florida municipal
corporation, hereinafter called CITY, in the amount of -Eighty Nine Thousand Four Hundred
Sixty Two and 00/100- Dollars (\$89,462.00)

for payment of which CONTRACTOR and SURETY bind themselves, their heirs, personal
representatives, executors, administrators, successors and assigns, jointly and severally, with
reference to a written CONTRACT entered into by CONTRACTOR and CITY, for the following:

Contract Title: **Refurbish 2 Baseball Fields At Community Park**

THE CONDITION OF THIS BOND is that if the CONTRACTOR:

1. Performs said contract in accordance with its terms and conditions; and
2. Pays CITY all losses, damages (direct and consequential including delay and liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that CITY sustains because of a default by CONTRACTOR under the CONTRACT; and
3. Pays CITY and all other amounts due CITY by CONTRACTOR because of a default by CONTRACTOR under the CONTRACT; and
4. Performs the guarantee of all work and materials furnished under the CONTRACT for the time specified in the CONTRACT;

THEN THIS BOND IS VOID, OTHERWISE, IT REMAINS IN FULL FORCE.

Any changes in or under the Contract Documents and compliance or noncompliance with formalities, connected with the Contract or with the changes, do not affect the Surety's obligation under this bond. Surety hereby waives notice of any alteration or extension of time made by the City. Any suit under this bond must be initiated before the expiration of the limitation period applicable to common law bonds under Florida Statutes.


CITY

CITY OF MARATHON, FLORIDA

By: 

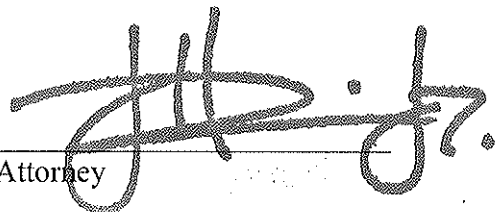
The 31 day of January, 2013.

AUTHENTICATION:


City Clerk

(SEAL)

APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND BENEFIT OF THE
CITY OF MARATHON ONLY:


City Attorney

WHEN THE PRINCIPAL IS AN INDIVIDUAL: n/a

Signed, sealed and delivered in the presence of:

(Witness)

By: _____
(Individual Principal)

(Witness)

Business Address

WHEN THE PRINCIPAL OPERATES UNDER A TRADE NAME: n/a

Signed, sealed and delivered in the presence of:

(Witness)

Business Name and Address

(Witness)

By: _____
Signature of Individual

WHEN A PARTNERSHIP: n/a

Signed, sealed and delivered in the presence of:

(Witness)

Name and Address of Partnership

(Witness)

(Partner)

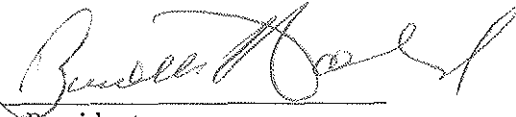
WHEN THE PRINCIPAL IS A CORPORATION:

ATTEST:

(Corporate Seal)

Sports Turf One, Inc.
(Type Corporate Principal Name)
8919 State Road 7
Boynton Beach, FL 33472
Business Address


(Secretary)

By: 
President

SURETY

ATTEST:


(Surety Seal)

Developers Surety and Indemnity Company
(Type Corporate Surety Name)

P.O. Box 19725
Irvine, CA 92623
Business Address

see attached power of attorney
(Secretary)


By:
SURETY

By: 
Florida Resident Agent

Laura D. Mosholder, FL Resident Agent

(Type Florida Resident's Name)
4380 St. Johns Pkwy., Ste. 110
Sanford, FL 32771, Tel: (407) 330 3990
Florida Agent's Business Telephone Number

~~ATTORNEY-IN-FACT~~

By: 

Name Laura D. Mosholder, Attorney-In-Fact
(Type)

NOTE 1: Surety shall provide evidence of signature authority, i.e., a certified copy of Power of Attorney.

NOTE 2: If both the Principal and Surety are Corporations, the respective Corporate Seals shall be affixed and attached.

NOTE 3: Surety shall include evidence that Agent is licensed in Florida.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida.

ATTACH a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.

POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
PO Box 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby make, constitute and appoint:

Laura D. Mosholder, Katherine S. Grimsley, Edward M. Clark, jointly or severally

as its true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporation, as surety, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporation could do, but reserving to each of said corporation full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolution adopted by the Board of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY, effective as of January 1st, 2008.

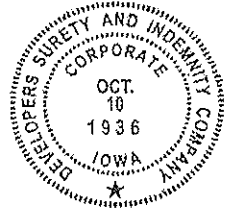
RESOLVED, that a combination of any two of the Chairman of the Board, the President, any Executive Vice-President, Senior Vice-President or Vice-President of the corporation be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporation, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of the corporation be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporation when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY has caused these presents to be signed by its officers and attested by its Secretary or Assistant Secretary this January 1st, 2008.

By: *Daniel Young*
Daniel Young, Vice-President

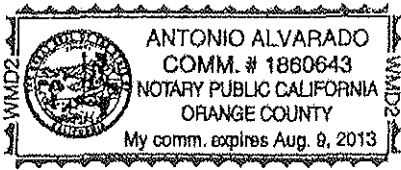
By: *Stephen T. Pate*
Stephen T. Pate, Senior Vice-President



State of California
County of Orange

On January 31, 2011 before me, Antonio Alvarado, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Daniel Young and Stephen T. Pate
Name(s) of Signer(s)



Place Notary Seal Above

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

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

WITNESS my hand and official seal.

Signature

Antonio Alvarado

Antonio Alvarado, Notary Public

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolution of the Board of Directors of said corporation set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 21 day of January, 2013.

By: *Gregg Okura*
Gregg Okura, Assistant Secretary

Nielson, Mosholder & Associates
A member of Nielson & Company, Inc.
4380 St. Johns Pkwy, Ste. 110, Sanford, Florida 32771
(407) 330-3990

PUBLIC WORKS BOND

In compliance with Florida Statutes 255.05 (1)(a)

PAYMENT BOND

BOND NO: 479533P

Contractor Name: Sports Turf One, Inc.
Address: 9819 State Road 7
Boynton Beach, Florida 33472
Phone No: 561-369-7994

Surety Company: Developers Surety and Indemnity Company
Surety Address: P.O. Box 19725
Irvine, CA 92623
Surety Phone No: 949-263-3300

Owner Name: City of Marathon
Address: 9805 Overseas Highway
Marathon, Florida 33050
Phone No: 305-289-4102

Obligee Name:
(if different for property owner)
Obligee Address:
Obligee Phone No:

Project Name: Refurbish 2 Baseball Fields At Community Park, Marathon,
Florida

Project Location: City of Marathon, Florida

Legal Description: Refurbish 2 Baseball Fields At Community Park, Marathon,
Monroe County, Florida

SECTION 00600 – Bonds

PAYMENT BOND - 00610

BY THIS BOND (the “Bond”), We as Sports Turf One, Inc., called CONTRACTOR, and Developers Surety and Indemnity Company, hereinafter called SURETY, are bound to the CITY OF MARATHON, a Florida municipal corporation, hereinafter called CITY, in the amount of -Eighty Nine Thousand Four Hundred Sixty Two and 00/100- Dollars (\$89,462.00)

for payment of which CONTRACTOR and SURETY bind themselves, their heirs, personal representatives, executors, administrators, successors and assigns, jointly and severally, with reference to a written CONTRACT entered into by CONTRACTOR and CITY, for the following:

Contract Title: **Refurbish 2 Baseball Fields At Community Park**

THE CONDITION OF THIS BOND is that if the CONTRACTOR:

Promptly makes payments to all claimants as defined in Section 255.05(1), Florida Statutes, supplying CONTRACTOR with labor, material, or supplies, used directly or indirectly by CONTRACTOR in the prosecution of the work provided for in the contract;

THEN THIS BOND IS VOID, OTHERWISE, IT REMAINS IN FULL FORCE.

Any changes in or under the Contract Documents and compliance or noncompliance with formalities, connected with the CONTRACT or with the changes, do not affect Surety's obligation under this bond. Surety hereby waives notice of any alteration or extension of time made by the CITY.

Claimants must comply with notice requirements set forth in Section 255.05(2), Florida Statutes. No action shall be instituted against the CONTRACTOR or Surety under this bond after one (1) year from the performance of the labor or completion of the delivery of the materials or supplies.

IN WITNESS WHEREOF, this instrument is executed this the 21st day of
January, 2013 .

WHEN THE PRINCIPAL IS AN INDIVIDUAL: n/a

Signed, sealed and delivered in the presence of:

(Witness)

By: _____
(Individual Principal)

(Witness)

Business Address

WHEN THE PRINCIPAL OPERATES UNDER A TRADE NAME: n/a

Signed, sealed and delivered in the presence of:

(Witness)

Business Name and Address

(Witness)

By: _____
Signature of Individual

WHEN A PARTNERSHIP:

Signed, sealed and delivered in the presence of: n/a

(Witness)

Name and Address of Partnership

(Witness)

By: _____
(Partner)

WHEN THE PRINCIPAL IS A CORPORATION:

ATTEST:

(Corporate Seal)


Sports Turf One, Inc.

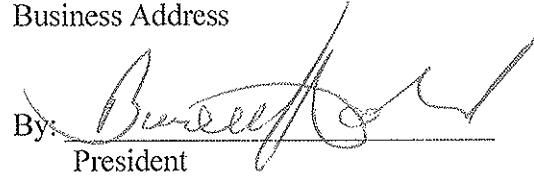
(Corporate PRINCIPAL Name)

8919 State Road 7

Boynton Beach, FL 33472

Business Address


Secretary

By: 
President

ATTEST:

(Surety Seal)

Developers Surety and Indemnity Company
(Corporate SURETY)

P.O. Box 19725
Irvine, CA 92623

Business Address

see attached power of attorney

(Secretary)

By: 
(Surety)

Laura D. Mosholder, FL Resident Agent
Florida Resident Agent

ATTORNEY-IN-FACT

By: 

Name Laura D. Mosholder, Attorney-In-Fact
(Type)

NOTE 1: Surety shall provide evidence of signature authority, i.e., a certified copy of Power of Attorney.

NOTE 2: If both the Principal and Surety are Corporations, the respective Corporate Seals shall be affixed and attached

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida.

ATTACH a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.

The Performance Bond and the Statutory Payment Bond and the covered amounts of each are separate and distinct from each other.

POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
PO Box 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby make, constitute and appoint:

Laura D. Mosholder, Katherine S. Grimsley, Edward M. Clark, jointly or severally

as its true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporation, as surety, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporation could do, but reserving to each of said corporation full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolution adopted by the Board of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY, effective as of January 1st, 2008.

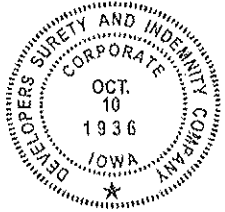
RESOLVED, that a combination of any two of the Chairman of the Board, the President, any Executive Vice-President, Senior Vice-President or Vice-President of the corporation be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporation, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of the corporation be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporation when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY has caused these presents to be signed by its officers and attested by its Secretary or Assistant Secretary this January 1st, 2008.

By: *Daniel Young*
Daniel Young, Vice-President

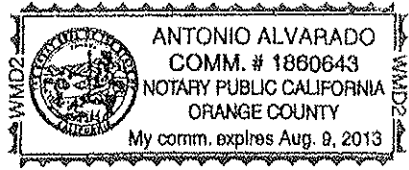
By: *Stephen T. Pate*
Stephen T. Pate, Senior Vice-President



State of California
County of Orange

On January 31, 2011 before me, Antonio Alvarado, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Daniel Young and Stephen T. Pate
Name(s) of Signer(s)



Place Notary Seal Above

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

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WITNESS my hand and official seal.

Signature *Antonio Alvarado*
Antonio Alvarado, Notary Public

CERTIFICATE

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By: *Gregg Okura*
Gregg Okura, Assistant Secretary

FLORIDA DEPARTMENT OF INSURANCE

LAURA DIANE MOSHOLDER

License Number A185646

IS LICENSED TO TRANSACT THE FOLLOWING CLASSES OF INSURANCE:

Life & Health
General Lines (Prop & Casu)



RESIDENT
LICENSE

This Licensee must have an active appointment with the insurer or employer for which products or services are being marketed. See reverse for additional requirements.