

RESOLUTION NO. 2016 - 350

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD A MISCELLANEOUS PIGGYBACK CONTRACT AND TO EXECUTE AGREEMENTS FOR THE ABERDEEN PARK "FIELD OF DREAMS" TURF REPLACEMENT

RECITALS

WHEREAS, the County desires to enter into contract with ProGrass LLC to provide services for the replacement of field turf at Aberdeen Park "Field of Dreams"; and

WHEREAS, the scope of the Project will provide all labor, materials, equipment, supervision, engineering and permitting necessary to manufacture, deliver and replace existing field turf for the Field of Dreams field at Aberdeen Park, located at 1401 Shetland Dr., St. Johns, FL 32259; and

WHEREAS, in accordance with section 302.6.5.4 of the St. Johns County Purchasing Manual, entitled "Piggyback or Cooperative Purchasing", the County is authorized to make said purchase; and

WHEREAS, the County has reviewed the terms, provisions, conditions and requirements of the proposed contract (attached hereto, an incorporated herein) and finds that entering into contracts to complete the work services serves a public purpose; and

WHEREAS, the contract will be finalized after negotiations but will be in substantial conformance with the attached draft contract.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows:

Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as finds of fact.

Section 2. The County Administrator, or designee, is hereby authorized to conduct negotiations to provide the services set forth therein and enter into contract with ProGrass LLC.

Section 3. In accordance with the terms and conditions of the Contract, the County Administrator, or designee, is further authorized to execute a contract in the amount of \$145,000 for the replacement of turf at Aberdeen Park "Field of Dreams".

Section 4. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 15 day of NOV, 2016.

**BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA**

By: Jeb S. Smith
Jeb S. Smith, Chair

ATTEST: Hunter S. Conrad, Clerk
By: Pam Halton, Deputy Clerk

RENDITION DATE 11/17/16



CONTRACT AGREEMENT
Piggy Back Procurement
Miscellaneous Contract, Aberdeen Park Turf Replacement

THIS Contract Agreement is made as of this _____ day of _____, 2015 between **ST. JOHNS COUNTY** ("Owner"), a political subdivision of the State of Florida, with mailing address: 500 San Sebastian View, St. Augustine, FL 32084, and ProGrass LLC, ("Contractor"), with mailing address: 1601 Mary's Avenue, Sharpsburgh, PA.15215, hereinafter referred to as the "Contractor" whose Phone (866)777-7677).

WITNESSETH: That for and in consideration of the payment and agreements hereinafter mentioned:

1. **Duration.** The duration of this Contract Agreement runs from the date upon which the last party executes this Contract Agreement ("Effective Date"), through and until seventy (70) consecutive calendar days from the date the Notice to Proceed is issued. Substantial completion shall be achieved within sixty (60) days from the Notice to Proceed. Final completion shall be ten (10) consecutive calendar days from the date of the substantial completion

2. **Scope of Services.** The Contractor shall, in accordance with the Contract Documents, provide all labor, materials, equipment, supervision, engineering and permitting necessary to manufacture, deliver and replace existing field turf for the Field of Dreams field at Aberdeen Park, located at 1401 Shetland Dr., St. Johns, FL 32259. Project shall be performed per the attached ProGrass, LLC proposal dated September 30, 2016.

3. **Contract Documents.** The term "Contract Documents" means and includes the following:

- (1) CONTRACT AGREEMENT
- (2) STANDARD ST. JOHNS COUNTY INSURANCE REQUIREMENTS
- (3) PRICING PROPOSAL
- (4) NOTICE TO PROCEED
- (5) PIGGYBACKED PROCUREMENT/AWARD

All documents identified above are hereby incorporated into and made part of this Agreement. Verbal or written representations not listed above are not Contract Documents and do not form part of this Agreement.

4. **Commencement of Services.** Contractor shall commence the Services upon receipt of an official Notice to Proceed issued by the Owner. The Services shall be performed in accordance with a time-line of substantially completion in sixty (60) consecutive calendar days from the date the Notice to Proceed is issued. Final completion shall be ten (10) consecutive calendar days from the date of the substantial completion. Authorization for any additional services beyond the Scope of Services provided herein shall be made in writing in the form of a Change Order executed by the Owner and the Contractor.
5. **Compensation.** The maximum amount available as compensation to Contractor under this Contract Agreement is for sixty-three thousand, fifty-seven and 00/100 Dollars (\$63,057.00) unless otherwise amended in the manner set forth in this Contract Agreement. Compensation shall be made in one lump sum payment upon completion and acceptance of all work. All pricing shall remain firm for the duration of this Contract Agreement.
6. **Permits and Licenses.** To the extent that the Contractor needs to obtain, require, and maintain permits, certifications, or licenses in order to perform the Services noted in this Contract Agreement, the Contractor shall be responsible for securing, obtaining, acquiring, and maintaining, at the

Contractor's sole expense, any such permits, certifications, licenses, and/or approvals required by Federal, State, or County law, rule, regulation, or ordinance.

7. **Independent Contractor Status.** The Contractor, is, and shall be, in the performance of all work, Services, and activities, noted under this Contract Agreement, an Independent Contractor, and not an employee, agent, official, or servant of the Owner. As such, neither the Contractor, nor any employees, agents, officials, servants, nor subcontractors of the Contractor are eligible for any benefits afforded employees or officials of the Owner. The Contractor shall exercise control over the means and manner in which the Contractor, and the Contractor's employees perform the work and Services described in this Contract Agreement. The Contractor does not have the power or authority to bind the Owner in any manner whatsoever in any promise, agreement, or representation, other than as specifically provided in this Contract Agreement.
8. **Amendments to this Contract Agreement.** Both the Owner and the Contractor acknowledge that this Contract Agreement constitutes the complete agreement and understanding of the parties. Further, both the Owner and the Contractor acknowledge that any change, amendment, modification, revision, or extension of this Contract Agreement (other than termination, as noted elsewhere in this Contract Agreement) shall be in writing, and shall be executed by duly authorized representatives of both the Owner, and the Contractor.
9. **Public Records**
 - A. The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.
 - B. In accordance with Florida law, to the extent that Contractor's performance under this Contract constitutes an act on behalf of the County, Contractor shall comply with all requirements of Florida's public records law. Specifically, if Contractor is expressly authorized, and acts on behalf of the County under this Agreement, Contractor shall:
 - (1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services;
 - (2) Upon request from the County's custodian of public records, provide the County 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 as provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - (3) Ensure that public records related to this Agreement that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law for the duration of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the County; and
 - (4) Upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the Services.
 - C. If the Contractor transfers all public records to the County upon completion of this Agreement, 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 this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.

- D. Failure by the Contractor to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Agreement by the County.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: OCA, ATTN: Public Records Manager, 500 SAN SEBASTIAN VIEW, ST. AUGUSTINE, FL 32084, PH: (904) 209-0805, EMAIL: publicrecords@sjcfl.us

10. **Review of Records.** As a conditions of entering into this Contract Agreement, and to ensure compliance, especially as it relates to any applicable law, rule, or regulation, the Contractor authorizes the Owner to examine, review, inspect, and/or audit the books and records, in order to determine whether compliance has been achieved with respect to the terms, conditions, provisions, rights, and responsibilities noted in this Contract Agreement. It is specifically noted that the Contractor is under no duty to provide access to documentation not related to this Contract Agreement, or otherwise governed by Local, State, or Federal law.
11. **Severability.** If any word, phrase, sentence, part, subsection, section or other portion of this Contract Agreement, or any application thereof, to any person, or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, subsection, other portion, or the proscribed application thereof, shall be severable, and the remaining portions of this Contract Agreement, and all applications thereof, not having been declared void, unconstitutional, or invalid, shall remain in full force, and effect.
12. **Termination.** This Contract Agreement may be terminated with or without cause, by the Owner, upon twenty-four (24) hours prior written notice to the Contractor.
13. **Governing Law and Venue.** This Contact Agreement shall be construed according to the laws of the State of Florida. Venue for any administrative or legal action arising under this Contract Agreement shall be in St. Johns County, Florida.
14. **Indemnity.** To the extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Owner from and against any and all claims, liabilities, and reasonable expenses associated with any act or omission on the part of the Contractor, its agents, employees, or representatives in connection with its performance of or its failure to perform the Services, terms and conditions set forth in this Contract Agreement.
15. **Insurance:** The CONTRACTOR shall not commence work under this Contract until he/she has obtained all insurance required under this section and such insurance has been approved by the COUNTY. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The CONTRACTOR shall furnish proof of Insurance to the COUNTY prior to the commencement of operations. The Certificate(s) shall clearly indicate the CONTRACTOR has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the COUNTY. Certificates shall specifically include the COUNTY as Additional Insured for all lines of coverage except Workers' Compensation and Professional

Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligations under this Contract.

Certificate Holder Address: St. Johns County, a political subdivision of the
State of Florida
500 San Sebastian View
St. Augustine, Fl. 32084

A. Standard Contract for Service: \$500,000 or less with no unusual hazards

The CONTRACTOR shall maintain during the life of this Contract, **Comprehensive General Liability Insurance** with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, to protect the CONTRACTOR from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this contract, whether such operations be by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.

The CONTRACTOR shall maintain during the life of the contract, **Professional Liability or Errors and Omissions Insurance** with minimum limits of \$1,000,000, if applicable.

The CONTRACTOR shall maintain during the life of this Contract, **Comprehensive Automobile Liability Insurance** with minimum limits of \$300,000 combined single limit for bodily injury and property damage liability to protect the CONTRACTOR from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by a CONTRACTOR.

The CONTRACTOR shall maintain during the life of this Contract, adequate Workers' Compensation Insurance in at least such amounts as required by Florida law. In the event of unusual circumstances, the County Administrator or his designee may adjust these insurance requirements.

16. This Contract Agreement shall be binding on all parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Contract Agreement, three (3) copies of which shall be deemed an original on the date first above written.

OWNER

St. Johns County, Florida
(Typed Name)

By: _____
Authorized Representative Signature

Joy Andrews, Assistant County Administrator
Printed Name & Title

Date of Execution

Legally Sufficient:

By: _____
Deputy County Attorney

Date of Execution

CONTRACTOR

ProGrass, LLC. (Seal)
(Typed Name)

By: _____
Authorized Representative Signature

Steve Coleman, Vice President
Printed Name & Title

Date of Execution

Hunter S. Conrad, Clerk of Courts

By: _____ (Seal)
Deputy Clerk

Date of Execution



Jacksonville Park and Recreation
Aberdeen Park "Field of Dreams"
1405 Shetland drive
Jacksonville FL 32259

September 1, 2016

ProGrass LLC has included in this proposal all site prep, excavation, and the installation of a vertical draining base. Also, ProGrass will manufacture, deliver and install ProGrass turf for work to be completed at time to be determined during 2016.

Existing Field with additional 50 Feet.....\$145,000.00 US

As part of proposal, Pro Grass, LLC will be responsible for a change order cumulative total of \$2,500.00, any amount above the \$2,500.00 is the responsibility of the owner.

Basis of pricing:

- 1.) Use tax is included, if applicable.
- 2.) Pricing on the project **WILL NOT BE** constructed with prevailing wage rate.
- 3.) Following is the scope of work that **WILL BE** provided by synthetic turf company:

Preliminaries

- mobilization
- provide all necessary drawings and specifications for the work to be performed for the base, drainage and synthetic turf requirements

Site Preparation

- Remove existing turf and dispose of turf materials into a dumpster
- excavate and remove necessary soils if needed in outfield
- laser grade sub grade to required tolerances
- supply and install geo-textile fabric over sub grade and into the line perimeter trench

Drainage

- supply and install flat composite lateral drains and directed into new perimeter collector pipe in outfield (50 Feet beyond infield)
- supply and install properly sized perimeter collector pipes in outfield

Perimeter Nailer Boards

- supply and attach pressure treated wood timbers around the perimeter of the field for fastening of the synthetic turf playing surface

Aggregate Placement

- supply deliver, place, level and proof roll a porous aggregate base over the prepared sub grade in outfield if needed
- laser grade top of aggregate base to facilitate fine leveling off the field prior to synthetic turf installation



- backfill against perimeter timbers with stone base material and compact

Synthetic Turf Playing Surface

- supply and install ProGrass "non-infill" synthetic turf playing surface
- Glue synthetic turf panels together and connect to new perimeter nailer boards
- supply and tuft in and/or inlay WHITE synthetic turf game lines for baseball per NFHS guidelines
- clean up and dispose of excess turf materials into a dumpster

Maintenance and Warranty of New Synthetic Turf Surface

- instruct personnel in the proper care and maintenance of the synthetic turf playing surface
- provide eight (8) year warranty on synthetic turf playing surface

Pro Grass LLC has NOT INCLUDED the following items in our scope of work:

1. the provision of temporary power, water or washroom facilities
2. supply, installation or maintenance of perimeter safety fence during construction, if necessary
3. removal, relocation or replacement of existing services and/or utilities within the project area
4. demolition work (including rock blasting and removal) that may require non-standard excavation equipment and methods
5. excavation, removal or disposal of any abnormal, unsuitable soil materials or hazardous materials
6. specialty permits or geo technical testing to establish existing sub grade soil conditions or capacities
7. fencing and gates

It is our pleasure to provide you with this complete field construction proposal. Thank you for considering our company for your upcoming City of Jacksonville Park and Recreation Field of Dreams field facility upgrades.

Best Regards,

Steve Coleman

Steve Coleman

Vice President of Sales Operation
813-777-7677



Scoleman@prograssturf.com

AEPA BID FORM G: PRICING SCHEDULE SUBMITTAL INSTRUCTIONS

AEPA IFB #016-G
Athletic Surfaces – Synthetic Turf

NAME OF BIDDER PRO GRASS, LLC

INSTRUCTIONS: *Bidders are reminded as they prepare the discount pricing schedule that they are responsible for administrative fees on purchases to be remitted to Member Agencies. (See Part A of this IFB, Pricing.)*

1. There is one (1) Excel Workbook provided for Bidders to complete with your discounts, pricing, etc. Please note that there are several tabs in the Workbook that should be completed. You must use the provided Excel Workbooks. Pricing must be submitted in the Excel Workbook format with the file name "*Bidder Name Form G—Pricing - Description.*"
2. In addition to the provided Excel Workbooks, copies of the bidder's most recent catalog or pricelist showing the products available under this bid should be included as PDF documents.
3. Save all documents to Folder B.

These forms are provided on *individual tabs* on the Excel Workbook provided on the AEPA website:

G.1. Base Bid Pricing (REQUIRED)

Price Schedule: Provide a product price schedule. The preferred schedule must include for each item of equipment offered under the bid:

- Supplier Part Number
- Product description, including standard equipment and accessories
- Bid Unit of Measure
- Regular, non-discounted (list) price offered by bidder
- AEPA member discount from list price
- Bid Price
- Optional equipment and accessories available with the given model
- Shipping (clearly identified or identified as included in the bid price)

AEPA is looking for a complete offering of synthetic turf products and services that meet the minimum specification.

G.2 State Multiplier (REQUIRED)

Use this tab of the workbook to provide a factor that will be added to or taken off labor and materials to take into account differences between AEPA states. Example, if adding a factor of 10 then enter 1.10 if subtracting a factor of 5 then enter 0.95.

G.3 Volume Discounts Schedule (OPTIONAL)

Use this form if your company is offering additional discounts off of the base discounts bid for one time purchases AND for public agencies that group their requirements together (based on their estimated total annual spend for commodity). Each Bidder must specify the dollar ranges required in order for the agency(ies) to receive the additional discount.

Use this tab of the workbook to provide the item information and the Net Effective Bid Price for ALL ITEMS

Signature _____

Must be same signature as on Bid Affidavit Signature and Acceptance Form

Pro Grass LLC

MANUFACTURER'S LIMITED WARRANTY

Pro Grass LLC warrants that if the installed **Pro Grass** synthetic turf surface ("Product") proves to be defective in material and workmanship, resulting in premature wear, during normal use of the Product, within *8 years* from the date of substantial completion of the installation, or suffers degradation from ultra violet radiation from typical exposure to the sun within the *8 years*, **Pro Grass LLC** will, at **Pro Grass LLC's** option, either repair or replace the affected area without charge to the Owner.

Pro Grass LLC's standard warranty is the sole responsibility of **Pro Grass LLC** and that no third party/surety obligation or relationship supports the issued standard warranty. The standard warranty may be supported by an "insured" warranty at the sole discretion and responsibility of **Pro Grass LLC**.

Pro Grass LLC's warranty is limited to the remedies of repair or replacement that shall comprise the limited remedies available under this warranty, and all other remedies or actions that might otherwise be available are hereby relinquished by the Owner.

Pro Grass LLC will have no other obligations or responsibility for damages occurring out of or in connection with the use or performance of the Product including but without limitation, damages for personal injury or economic losses.

This limited warranty does not cover any damages caused by site conditions beyond **Pro Grass LLC's** control; for example, damage from accident, application of chemicals or cleaning agents, fire, flood, misuse, abuse, neglect, vandalism, acts of God, and failure to maintain the Product in accordance with maintenance manual directives.

This limited warranty becomes null and void if maintenance or attempted repairs are performed by anyone other than **Pro Grass LLC** or **Pro Grass LLC's** authorization.

Pro Grass LLC's approval of Owner's or its representative's designs, plans or drawings in no way extend this limited warranty to materials and workmanship beyond those specifically supplied or controlled by **Pro Grass LLC**.

Pro Grass LLC's obligations under this warranty will depend upon full payment of all monies due to **Pro Grass LLC** for the materials, labor, and overall installation of Owner's project.

This warranty becomes effective upon Substantial Completion of the field. However, Warranty repairs shall not be performed by **Pro Grass LLC** unless all funds owed to **Pro Grass LLC** are paid in full by the owner.

The owner, under the provisions of this warranty, is responsible for all minor repairs as directed and authorized by **Pro Grass LLC**.

Pro Grass LLC recommends that the proper footwear be used on the synthetic turf surface, conventional plastic cleats (length less than 3/4" inch long). The owner assumes all responsibility for the damage caused and/or use of metal cleats or spikes.

This warranty will become null and void if the Owner fails to observe the procedures specified in the Pro Grass LLC Maintenance Manual provided to you at the time of completion of the synthetic turf installation. Owner hereby acknowledges receipt of the Pro Grass LLC Maintenance Manual.

We disclaim liability for incidental and consequential damages for breach of any express or implied warranty of merchantability, with respect to Pro Grass LLC's Pro Grass surface.

Completion Date: _____ Installed By: Pro Grass LLC

Owner: _____

Pro Grass LLC: _____ Date: _____
Robert Thomas - President

Project: _____

Pro Grass LLC

960 Penn Avenue, 8th Floor, Pittsburgh, PA 15222
(P) 412-434-6003, 866-270-6003, (F) 412-391-2270



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/20/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Scott Danahy Naylor LLC 300 Spindrift Drive Williamsville, NY 14221 716 633-3400	CONTACT NAME: <table border="0" style="width:100%;"> <tr> <td>PHONE (A/C, No, Ext): 716 633-3400</td> <td>FAX (A/C, No): 716 633-4306</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS:</td> </tr> </table>	PHONE (A/C, No, Ext): 716 633-3400	FAX (A/C, No): 716 633-4306	E-MAIL ADDRESS:	
PHONE (A/C, No, Ext): 716 633-3400	FAX (A/C, No): 716 633-4306				
E-MAIL ADDRESS:					
INSURER(S) AFFORDING COVERAGE					
INSURER A : Colony National Insurance Co.					
INSURER B : Great American E&S Insurance Co					
INSURER C :					
INSURER D :					
INSURER E :					
INSURER F :					

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	<input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY						\$
	<input type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
B	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR			XS238680005	02/03/2015	02/03/2016	EACH OCCURRENCE \$5,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE						AGGREGATE \$5,000,000
	DED RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						WC STATUTORY LIMITS \$
	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				OTHER \$
A	Warranty Coverage			103GL000224002	02/03/2015	02/03/2016	\$5,000,000 InsdWarranty \$10,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

*Policy provides coverage for warranties issued during the policy period for eight years from completion date of the project.

CERTIFICATE HOLDER	CANCELLATION
SAMPLE CERTIFICATE	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



SCOTT DANAHY NAYLON, LLC

Date: 02/03/2015

Pro Grass, LLC. "Insured" have secured a warranty insurance policy through our firm, Scott Danahy Naylon, LLC. Outlined below are the key terms and conditions of the warranty policy(s).

1. *Insuring Agreement:*

In consideration of the payment of the "Policy Premium" and subject to all of the terms and conditions of the policy, the "Company" will reimburse the insured for those costs paid or incurred by the insured that it was obligated to pay or incur to fulfill its "contractual Obligations" under an "Insured Warranty".

2. *Insured Warranty:*

"Insured Warranty" means any standard warranty issued by the Insured and listed in Schedule A – Insured Warranty does not include that part of any warranty that extends beyond eight years after warranted installation is completed.

The Term of the warranty is to commence upon acceptance of the project by the Insured's client or at the time the turf field is used for its intended purpose whichever first occurs.

3. *Claim Reporting Period:*

"Claim Reporting Period" means the period of time in which a claim for the costs that were paid or incurred must be made. The "Claims Reporting Period" is a period of eight (8) years from the date of each "Insured Warranty" listed in Schedule A.

4. *Limit of Liability:*

\$10,000,000 each Insured warranty. \$15,000,000 aggregate for all fields installed during the 12 month period of 02/03/2015 – 02/03/2016.

5. *Deductible:*

No deductible shall ever apply to the Warranty Holder.





SCOTT DANAHY NAYLON, LLC

6. ***Policy Territory:***
The policy contains no policy territory restrictions.
7. ***Reporting:***
The Insured shall report the enrollment of all designated contracts. Enrollment shall be sent to Colony within 60 days from the last day of each calendar quarter.
8. ***Premium:***
Premiums for all warranties accepted via the Schedule A are considered prepaid throughout the eight year claim reporting period.
9. ***Bankruptcy or Insolvency:***
Bankruptcy or Insolvency of the Insured or of the Insured's estate shall not relieve "The Company" of any of its obligations under this policy. Subject to all other terms and conditions of this policy, in the event bankruptcy or insolvency has caused the "Insured" to fail to fulfill its "Contractual Obligations" under its "Insured Warranties", the "Company" will reimburse the "Warranty Holder" for the expenses paid directly by the "Warranty Holder" to repair or replace a field, as required by "Insured Warranty" and as first approved by the "Company".
10. ***Security:***
Underwriter – Colony National Insurance Company is rated by AM Best "A" or Excellent – www.Colonyins.com a member of the Argonaut Insurance Group.
Underwriter-Great American E&S Insurance Company is rated AM Best "A" or Excellent.

Notwithstanding any of the statements provided in this outline, all terms and conditions of Colony National Insurance Company policy #103GL000224002 and Great American E&S Insurance Company policy #XS238680005 the final measure of coverage to the Insured and the Insured's clients.

PRO GRASS, LLC FORM B

AEPA FORM B: ACCEPTANCE OF BID AND CONTRACT AWARD
AEPA IFB #016-G
Athletic Surfaces – Synthetic Turf

NAME OF BIDDER PRO GRASS, LLC

INSTRUCTIONS: PART I of this form is to be completed by the Bidder and signed by its Authorized Representative. PART II will be completed by the AEPA Member Agency only upon the occasion of the bid award. The completed document must be scanned to a PDF format and saved to Folder A, and a completed and signed paper version must be included in the package. If approved by AEPA, the bidder is required to produce a copy of the document for each of the AEPA Member Agency with which it contracts.

PART I: BIDDER

In compliance with the Invitation For Bid (IFB), the undersigned warrants that I/we have examined the Instructions to Bidders, associated documents, and being familiar with all of the conditions surrounding the proposed projects, hereby offer and agree to furnish all labor, materials, supplies and equipment incurred in compliance with all terms, conditions, specifications and amendments associated with this IFB and any written exceptions to the bid. Signature also certifies understanding and compliance with the certification requirements of the AEPA Member Agency's Terms and Conditions and/or Special Terms and Conditions. The undersigned understands that their competence, ability, capacity and obligations to offer and provide the proposed tangible personal property, professional services, construction services and other services on behalf of the Vendor Partner as well as other factors of interest to the AEPA Member Agency as stated in the evaluation section, will be a consideration in making the award.

Company Name PRO GRASS, LLC Date 9-16-15

Company Address 1601 MARY'S AVENUE SUITE 2G-10 City SHARPSBURG State PA Zip 15215

Contact Person ROBERT W. THOMAS Title PRESIDENT

Authorized Signature (ink only) [Signature] Title President

Email Address rthomas@prograssturf.com Phone 412-434-6003

PART II: AWARDING MEMBER AGENCY

Your bid response for the above identified bid is hereby accepted. As a Vendor Partner you are now bound to offer and provide the products and services identified within this IFB, your response and approved by AEPA, including all terms, conditions, specifications, exceptions and amendments. As Vendor Partner, you are hereby not to commence any billable work or provide any products or services under this contract until an executed purchase order is received from the AEPA Member Agency or Participating Entities. The intent of this contract is to constitute the final and complete agreement between the AEPA Member Agency and Vendor Partner, and no other agreements, oral or otherwise, regarding the subject matter of this contract, shall bind any of the parties hereto. No change or modification of this contract shall be valid unless in writing and signed by both parties to this contract. If any provision of this contract is deemed invalid or illegal by any appropriate court of law, the remainder of this contract shall not be affected thereby. The initial term of this contract shall be for up to fifteen (15) months and will commence on the date indicated below and continue until February 28, 2017 unless terminated, canceled or extended. By mutual written agreement as warranted, the contract may be extended month by month up to six (6) months or for three (3) additional 12-month periods.

Awarding Agency Panhandle Ara Educational Consortium

Agency Executive John T. Selover

Awarded this 20 day of January, 2016 Contract Number 16-01

Contract to commence (Member Agency to select): [X] 2-2-16 (Enter date) or [] March 1, 2016

WCSB 1-11-16
PAEC 1-20-16