



**ADDENDUM 1:  
ITB #13-015 RESOD GEORGE MIRA FOOTBALL FIELD**

To all general contract bidders of record on the Work titled:

**RESOD GEORGE MIRA FOOTBALL FIELD  
KEY WEST, FLORIDA**

This addendum is issued as supplemental information to the ITB # 13-015 package for clarification of certain matters of both a general and a technical nature. The referenced ITB package is hereby addended in accordance with the following items as fully as completely as if the same were fully set forth therein:

**Q1. What is the budget for this project?**

A1. The current budget for this contract is \$75,000.

**Q2. When does the City want the turf consultation as listed as two follow up inspections in Section II A. 7 of the Scope of Work?**

A2. The first inspection will be required 30 days after installation. The second inspection will be coordinated through the City of Key West Parks and Recreation Manager.

**Q3. Is the minimum of three (3) roto-till passes mandatory if the contractor's equipment produces the same effect as three roto-till passes?**

A3. The three pass minimum was established to obtain a high level of soil preparation prior to resodding. All layers of soil must be broken up to facilitate the growth of the new sod. If the contractor's equipment is capable of producing the desired effect as listed in the bid specifications, the three minimum pass is not required. At the beginning of the roto-tilling operations, the contractor must coordinate with the Parks and Recreation Manager to approve the efficiency of the equipment.

**Q4. Is there a minimum depth required for roto-tilling?**

A4. The field consists of turf, approximately six (6) inches of soil, and then hard ground. Once the turf is removed, the remained soil must be roto-tilled.

**Q.5 Is there a requirement for top soil replacement?**

A5. The City of Key West does not anticipate the need for top soil replacement; however, the contractor must alert the City of Key West to conditions that may warrant replacement top soil.

**Q6. What is the last day to ask questions?**

A6. The last day to ask questions is Monday April 22, 2013 at 3:00 P.M.

**Q7. What type of sprinkler head and swing arm is required?**

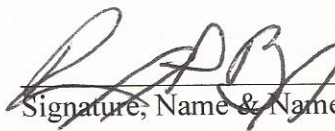
A7. Rain Bird w/steel shank F4PC FALCON 6504 LESS NOZ 1 INCH and Swing Arm TSJ12 , 12" Turf Swing Arm.

**Q8. What bonds need to be included with the bid package?**

A8. The actual bid bond (5% bid) must be submitted with bid package. No performance bond is required.

**END OF ADDENDUM No. 1**

All Bidders shall acknowledge receipt and acceptance of this Addendum No. 1 by acknowledging Addendum in their proposal or by submitting the addendum with the bid package. Bids submitted without acknowledgement or without this Addendum may be considered non-responsive.

  
Signature, Name & Name of Business Ryan A. Berger R.A. Berger & Co. Inc. DBA  
Southern Golf & Equine Services

**CITY OF KEY WEST**  
Key West, Florida

**BID DOCUMENTS**

for

**RESOD GEORGE MIRA FOOTBALL FIELD**

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CONSISTING OF:  
BIDDING REQUIREMENTS  
CONTRACT FORMS  
CONDITIONS OF THE CONTRACT

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**CITY OF KEY WEST**  
**COMMUNITY SERVICES**  
Key West, Florida

MARCH 2013

**TABLE OF CONTENTS**

	<u>Page</u>
<b>PART 1 - <u>BIDDING REQUIREMENTS</u></b>	
INVITATION TO BID .....	2
INSTRUCTIONS TO BIDDERS .....	4
BID FORM .....	11
FLORIDA BID BOND .....	21
CITY OF KEY WEST INDEMNIFICATION.....	23
ANTI-KICKBACK AFFIDAVIT.....	24
PUBLIC ENTITIES CRIME FORM.....	25
EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT.....	27
LOCAL VENDOR CERTIFICATION .....	28
SUSPENSION AND DEBARMENT CERTIFICATION.....	29
STATEMENT OF NO BID .....	30
BIDDER'S CHECKLIST .....	31
<b>PART 2 - <u>SCOPE OF WORK</u></b>	
SCOPE OF WORK .....	37
LICENSE REQUIREMENT AND COST .....	51
BUSINESS LICENSE TAX APPLICATION .....	52
NOTICE OF AWARD LETTER (DRAFT) .....	53
NOTICE TO PROCEED LETTER (DRAFT) .....	54

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# PART 1

## BIDDING REQUIREMENTS

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## INVITATION TO BID

Sealed Bids for the **RESOD GEORGE MIRA FOOTBALL FIELD** addressed to the City of Key West, will be received at the office of the City Clerk, 3126 Flagler Avenue, City of Key West, Florida until **3:00 p.m.**, local time, on the **24<sup>th</sup> day of April, 2013**, and then will be publicly opened and read. Any bids received after the time and date specified will not be considered.

**Please submit one (1) original and one (1) copy of the bid package, three (3) USB flash drives or three (3) CD-ROMS with one single PDF file of the entire bid package.** Bid package shall be enclosed in a sealed envelope, clearly marked on the outside **“RESOD GEORGE MIRA FOOTBALL FIELD,”** addressed and delivered to the City Clerk at the address noted above.

The City retains the right to award bid to the bidder that best meet the needs of the City.

This project proposes the removal of dead turf, re-grading the field, repair of the current irrigation system, replacement of sprinkler heads, and installation of new certified celebration sod at the George Mira Football Field.

Specifications may be obtained from Demand Star by Onvia. Please contact Demand Star at [www.demandstar.com](http://www.demandstar.com) or call 1-800-711-1712.

**A mandatory Pre-Bid Meeting will be held at the George Mira Football Field, located at 3127 Flagler Avenue, Key West, Florida on April 18, 2013 at 10:00 a.m. Attendees shall assemble in the bleachers of the football field.** Attendees shall assemble in the bleachers of the football field. The purpose of the meeting will be to discuss the scope of work and requirements relative to completing this project, and answer questions of the prospective bidders. Prospective bidders who fail to attend the mandatory pre-bid meeting as specified will render their bid unresponsive. The City cannot accept those bids. Attendance of the mandatory pre-bid will be verified at the time of the bid opening by comparing the bids submitted with the mandatory sign-in sheet from the pre-bid meeting.

Each Bid must be submitted on the prescribed form and accompanied by bid security as prescribed in the Instructions to Bidders, payable to the City of Key West, Florida, in an amount not less than five (5) percent of the amount bid.

Bidders must hold or obtain all Licenses as required by Florida State Statutes in order to bid.

The successful Bidder will be required to furnish the necessary additional bond(s) for the faithful performance of the Contract, as prescribed in the Bidding Documents. Within 10 days after the Notice of Award, the successful Bidder will also be required to furnish documentation showing that he is in compliance with the provisions of Chapter 66 Section 87 of the Code of Ordinances of the City of Key West. Compliance with these provisions is required before he can enter into the agreement contained in the Contract Documents. Specifically, within 10 days after the Notice of Award, the successful Bidder must demonstrate that he holds, as a minimum, the following licenses and certificates required by State Statute and local codes:

- A. City of Key West License, as defined in Code of Ordinances, Chapter 66, enabling the Contractor to perform the work stated herein.
- B. A valid Certificate of Competency issued by the Chief Building Official of Key West, Florida.

C. A valid occupational license issued by the City of Key West, Florida.  
Each bid must be submitted on the prescribed form and accompanied by bid security as prescribed in the instructions to bidders, payable to the City of Key West, Florida, in an amount not less than five (5) percent of the bid amount.

All bid bonds, insurance contracts, and certificates of insurance shall be either executed by or countersigned by a licensed resident agent of the Surety or Insurance Company having his place of business in the State of Florida, and in all ways complying with the insurance laws of the State of Florida. Further, the said Surety or Insurance Company shall be duly licensed and qualified to do business in the State of Florida.

Before a Contract will be awarded for the work contemplated herein, the CITY will conduct such investigation as is necessary to determine the performance record and ability of the apparent low Bidder to perform the size and type of work specified under this Contract. Upon request, the Bidder shall submit such information as deemed necessary by the CITY to evaluate the Bidder's qualifications.

The City of Key West hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, Disadvantaged Business Enterprise will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, gender, religion, age, disability, marital status or national origin in consideration for this award.

For information concerning the proposed work contact, Mr. Rod Delostrinos, Deputy Director of Community Services at 305-809-3751 or for appointment to visit the sites within the City for work that may be issued, contact Mr. Randy Sterling, Parks and Recreation Manager, via telephone; 305-809-3769.

At the time of the bid submittal, the Bidder must provide satisfactory documentation of State licenses. The successful Bidder shall furnish documentation showing that he is in compliance with the licensing requirements of the County of Monroe and the City of Key West, within ten days of issuance of Notice to Award. Permit and/or license requirements and subsequent costs are located within the bid documents. The successful Bidder must also be able to satisfy the City Attorney as to such insurance coverage and legal requirements as may be demanded by the Bid in question.

The City may reject bids for any and/or all of the following reasons: (1) for budgetary reasons, (2) if the bidder misstates or conceals a material fact in its bid, (3) if the bid does not strictly conform to the law or is non-responsive to the bid requirements, (4) if the bid is conditional, or (5) if a change of circumstances occurs making the purpose of the bid unnecessary to the City. The City may also waive any minor formalities or irregularities in any bid, (6) if such rejection is in the best interest of the City.

Dated this \_\_\_\_\_, the day of \_\_\_\_\_, 2013.

CITY OF KEY WEST

By \_\_\_\_\_  
Bogdan Vitas, Jr., City Manager

\* \* \* \* \*

## INSTRUCTIONS TO BIDDERS

### 1. CONTRACT DOCUMENTS

#### A. FORMAT

The Contract Documents are divided into parts, divisions, and sections for convenient organization and reference. Generally, there has been no attempt to divide the Specification sections into work performed by the various building trades, work by separate subcontractors, or work required for separate facilities in the Project.

#### B. DOCUMENT INTERPRETATION

Separate sections contained within these Contract Documents are intended to be mutually cooperative and provide all details reasonably required for the execution of proposed work.

Should there be any doubt as to the meaning or intent of said Contract Documents, the Bidder should request of the CITY, in writing (at least 8 working days prior to bid opening) an interpretation thereof. Any interpretation or change in said Contract Documents will be made only in writing in the form of Addenda to the Documents, which will be furnished to all registered holders of Contract Documents. Bidders shall submit with their Bids, or indicate receipt of, all Addenda. The Owner will not be responsible for any other explanation or interpretations of said Documents.

### 2. GENERAL DESCRIPTION OF THE PROJECT

A general description of the work to be done is contained in the Invitation to Bid. The scope is specified in applicable parts of these Contract Documents.

### 3. QUALIFICATION OF CONTRACTORS

Prospective Bidders must meet the statutorily prescribed requirements before award of Contract by the Owner. Bidders must hold or obtain all licenses or certificates required by federal, state, or local statutes, or regulations in order to bid and perform the work specified herein.

### 4. BIDDER'S UNDERSTANDING

Each Bidder must inform himself of the conditions relating to the execution of the work, and it is assumed that he will inspect the site and make himself thoroughly familiar with all the Contract Documents. Failure to do so will not relieve the successful Bidder of his obligation to enter into a Contract and complete the contemplated work in strict accordance with the Contract Documents. It shall be the Bidder's obligation to verify for himself and to his complete satisfaction all information concerning equipment sites and other conditions.

Owner will make available to prospective Bidders, upon request prior to bid opening, any information that he may have as to the mechanical conditions of the equipment at the various locations.



Information derived from mechanical inspection logs or other documents will not in any way relieve the Contractor from any risk, or from properly examining the Sites and making such additional investigations as he may elect or from properly fulfilling all the terms of the Contract Documents.

Each Bidder shall inform himself of, and the Bidder awarded a Contract shall comply with federal, state, and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, applicable regulations concerning minimum wage rates, nondiscrimination in the employment of labor, protection of public and employee safety and health, environmental protection, the protection of natural resources, fire protection, burning and non-burning requirements, permits, fees, and similar subjects.

5. TYPE OF BID

A. LUMP SUM

Bid for the work in this project is to be submitted on a lump sum basis for Resod of George Mira Football Field.

All items required to provide services as the work specified but not included in the Bid shall be considered incidental to those set forth in the Bid. Payment to the Contractor will be made on the measurement of the work actually performed by the Contractor, as specified in the Contract Documents.

6. PREPARATION OF BID

A. GENERAL

All blank spaces in the Bid form must be filled in, as required, preferably in BLACK INK. All price information shall be shown in both words and figures where required. No changes shall be made in the phraseology of the forms. Written amounts shall govern in case of discrepancy between the amounts stated in writing and the amounts stated in figures. In case of discrepancy between unit prices and extended totals, unit prices shall prevail.

Any Bid shall be deemed informal which contains omissions, erasures, alterations, or additions of any kind, or prices uncalled for, or in which any of the prices are obviously unbalanced, or which in any manner shall fail to conform to the conditions of the published Invitation to Bid.

Only one Bid from any individual, firm, partnership, or corporation, under the same or different names, will be considered. Should it appear to the Owner that any Bidder is interested in more than one Bid for work contemplated; all Bids in which such Bidder is interested will be rejected.

B. SIGNATURE

The Bidder shall sign his Bid in the blank space provided therefor. If Bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign Contracts on behalf of the corporation.

If Bidder is a partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign Contracts in behalf of the partnership. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a notarized power-of-attorney must be on file with the Owner prior to opening of Bids or submitted with the Bid otherwise the Bid will be regarded as not properly authorized.

C. ATTACHMENTS

Bidder shall complete and submit the following forms with his bid:

- Florida Bid Bond
- Anti-Kickback Affidavit
- Public Entity Crimes Form
- City of Key West Indemnification Form
- Equal Benefits for Domestic Partners Affidavit
- Local Vender Certification
- Suspension and Debarment Certification
- Statement of No Bid
- Bidders Checklist

D. PUBLIC ENTITY CRIMES FORM

Pursuant to the requirements of Chapter 287-133, Laws of Florida, pertaining to the sworn statement on Public Entity Crimes and the Convicted Vendor List, all Bidders shall submit a signed and notarized statement with their Bid on the form provided herein.

E. PRE-BID MEETING AND SITE VISIT

**A mandatory Pre-Bid Meeting will be held at the George Mira Football Field, located at 3127 Flagler Avenue, Key West, Florida on April 18, 2013 at 10:00 a.m. Attendees shall assemble in the bleachers of the football field.** The purpose of the meeting will be to discuss the scope of work and requirements relative to completing this project, and answer questions of the prospective bidders.

7. STATE AND LOCAL SALES AND USE TAXES

Unless a statement that the Owner is exempt from state sales tax on materials incorporated into the work due to the qualification of the work under this Contract is included in the bid submittals, all state and local sales and use taxes as required by the laws and statutes of the state and its political subdivisions shall be paid by the Contractor. Prices quoted in the Bid shall include all nonexempt sales and use taxes unless provision is made in the Bid form to separately itemize the tax.

8. SUBMISSION OF BID

All Bids must be submitted not later than the time prescribed, at the place, and in the manner set forth in the Invitation to Bid. Bids must be made on the Bid forms provided herewith and submitted intact with the volume containing the Bidding Requirements and Bid Forms.

Each Bid must be submitted in a sealed envelope, so marked as to indicate the Bidder's name and its contents without being opened, and addressed in conformance with the instructions in the Invitation

to Bid. One original and one copy of the bid package, three (3) USB flash drives or three (3) CD-ROMS with one single PDF file of the entire bid package.

9. MODIFICATION OR WITHDRAWAL OF BID

Prior to the time and date designated for receipt of Bids, any Bid submitted may be withdrawn by notice to the party receiving Bids at the place designated for receipt of Bids. Such notice shall be in writing over the signature of the Bidder or by telegram. If by telegram, written confirmation over the signature of the Bidder shall be mailed and postmarked on or before the date and time set for receipt of Bids. No Bid may be withdrawn after the time scheduled for opening of Bids unless the time specified in paragraph AWARD OF CONTRACT of these Instructions to Bidders shall have elapsed.

10. BID SECURITY

Bids must be accompanied by cash, a certified check, or cashiers check drawn on a bank in good standing or a bid bond issued by a Surety authorized to issue such bonds in the state where the work is located in the amount of five percent of the total amount of the Bid submitted. This bid security shall be given as a guarantee that the Bidder will not withdraw his Bid for a period of 90 days after bid opening.

The Attorney-in-Fact that executes this bond in behalf of the Surety must attach a notarized copy of his power-of-attorney as evidence of his authority to bind the Surety on the date of execution of the bond. Where state statute requires, certification by a resident agent shall also be provided.

If the Bidder elects to furnish a Bid Bond, he shall use the Bid Bond form bound herewith, or one conforming substantially thereto in form and content.

11. RETURN OF BID SECURITY

Within 15 days after the award of the Contract, the Owner will return the bid securities to all Bidders whose Bids are not to be further considered in awarding the Contract. Retained bid securities will be held until the Contract has been finally executed after which all bid securities, other than Bidders' bonds and any guarantees which have been forfeited, will be returned to the respective Bidders whose Bids they accompanied.

12. AWARD OF CONTRACT

Within 60 calendar days after the opening of Bids the Owner will accept one of the Bids or will act in accordance with the following paragraphs. The acceptance of the Bid will be by written notice of award, mailed to the office designated in the Bid or delivered to the Bidder's representative. In the event of failure of the lowest responsive, responsible Bidder to sign the Contract and insurance certificate(s) and evidence of holding required licenses and certificates, the Owner may award the Contract to the next lowest responsive, responsible Bidder. Such award, if made, will be made within 75 days after the opening of Bids.

The Owner reserves the right to accept or reject any or all Bids and to waive any formalities and irregularities in said Bids.

13. BASIS OF AWARD

The award will be made under one Contract by the Owner on the basis of the Bid from the lowest, responsive, responsible Bidder.

The Owner will accept one of the Bids or will act in accordance with the following paragraphs. The acceptance of the Bid will be by written notice of award, mailed to the office designated in the Bid, or delivered to the Bidder's representative. In the event of failure of the lowest responsive, responsible Bidder to sign the Contract and provide an acceptable insurance certificate(s) and evidence of holding required licenses and certificates, the Owner may award the Contract to the next lowest responsive, responsible Bidder.

The Owner reserves the right to accept or reject any or all Bids, and to waive any informalities and irregularities in said Bids.

14. LOCAL PREFERENCE

Under a competitive bid solicitation, when a responsive, responsible non-local business submits the lowest price bid, and the bid submitted by one or more responsive, responsible local businesses within five percent of the price submitted by the non-local business, then the local business with the apparent lowest bid offer may have the opportunity to submit an offer to match the price(s) offered by the lowest, qualified and responsive non-local bidder, within three (3) working days of the Notice of Intent to Award. If the lowest local bidder submits a bid that fully matches the lowest bid from the lowest non-local bidder tendered previously, then the award shall be made to such local bidder. If the lowest local bidder declines or is unable to match the lowest non-local bid price(s), then the award shall be made to the non-local business.

15. EXECUTION OF CONTRACT

The successful Bidder shall, within 10 working days after receiving Notice of Award, sign and deliver to the Owner a Contract in the form hereto attached together with the insurance certificate and evidence of holding required licenses and certificates. Within 10 working days after receiving the signed Contract from the successful Bidder, the Owner's authorized agent will sign the Contract. Signature by both parties constitutes execution of the Contract.

16. FAILURE TO EXECUTE CONTRACT

The Bidder who has a Contract awarded to him and who fails to promptly and properly execute the Contract or furnish the required Bonds shall forfeit the bid security that accompanied his bid and the bid security shall be retained as liquidated damages by the Owner and it is agreed that this said sum is a fair estimate of the amount of damages the Owner will sustain in case the Bidder fails to enter into a Contract. Bid security deposited in the form of cash, a certified check, or cashier's check shall be subject to the same requirement as a Bid Bond.

17. EQUAL BENEFITS FOR DOMESTIC PARTNERS REQUIREMENTS

Except where otherwise exempt or prohibited by law, a contractor awarded a contract pursuant to a bid process shall provide benefits to domestic partners of its employees on the same basis as it provides benefits to employees spouses, in accordance with City of Key West Code of Ordinances, Chapter 2, Section 2-799.

Such certification shall be in writing and shall be signed by an authorized officer of the contractor and delivered, along with a description of the contractor's employee benefits plan, to the City's procurement director prior to entering a contract.

If the contractor fails to comply with this section, the City may terminate the contract and all monies due or to become due under the contract may be retained by the City.

\* \* \* \* \*

18. MEMORANDUM OF INSURANCE REQUIREMENTS



**BEN FEW & COMPANY, INC.**

**To:**  
**From:** Ben Few III, ARM, ARM-P, AAI  
**Date:**  
**Subject:** Vendor Insurance Requirements for the City of Key West, Florida

All Vendors and subVendors wishing to perform work for the City of Key West, Florida, will be required to comply with the following minimum insurance requirements:

Commercial General Liability Limits:	\$2,000,000 Aggregate \$1,000,000 Each Occurrence \$2,000,000 Products-Comp / Op Aggregate \$1,000,000 Personal & Advertising Injury \$300,000 Fire Damage / Legal
Coverage must include the following:	
- Contractual Liability	- Commercial Form
- CG2010 (1185) or Equivalent	- Broad Form Property Damage
- No exclusion for XCU	- Premises / Operations
- Products / Completed Operations	- Independent Vendors (if any part of the work is to be subcontracted out)
- Personal Injury	
Automobile Liability:	\$1,000,000 Combined Single Limit (Include Hired & Non-Owned Liability)
Professional Liability (If applicable)	\$1,000,000 Per Claim / Aggregate
Additional Umbrella Liability:	\$,000,000 Occurrence / Aggregate
Worker's Compensation:	Statutory
Employer's Liability:	\$1,000,000 Each Accident \$1,000,000 Disease-Policy Limit \$1,000,000 Disease-Each Employee

The above reflects the minimum requirements for working with the City of Key West. Any requirements found in a particular job's contract that are of a higher standard will prevail.

The City of Key West must be named as an additional insured under all policies other than worker's compensation. Vendor's or subVendor's general liability shall be written on a primary and non-contributory basis. Certificates of insurance must be accompanied by a copy of the additional insured endorsement (CG 20101185 or combination of CG20100704 and CG20370704 will be accepted).

Vendors must obtain an endorsement from their carrier that waives and relinquishes any right of subrogation against the City of Key West and its agents, representatives, employees, and affiliates they might possess for any policy of insurance provided under this requirement or under any state or federal worker's compensation or employer's liability act.

Vendor's policies must be endorsed to give no less than thirty (30) days notice to the City in the event of material change or cancellation.

The City of Key West must be given a certificate of insurance showing that the above requirements have been met. The certificate of insurance must remain current and must include copies of the requested endorsements (additional insured, cancellation notice, and waiver of subrogation) in order for the City to issue payments to the Vendor or subVendor.

**BID FORM**

To: The City of Key West  
Address: 3126 Flagler Avenue, Key West, Florida 33040  
Post Office Box 1409, Key West, Florida 33041  
Title: **Resod George Mira Football Field**

Bidder's person to contact for additional information on this Bid:

Name: Ryan Berger  
Telephone: (239) 549-6258 Email: ryanb@bergerandco.com

**BIDDER'S DECLARATION AND UNDERSTANDING**

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this Bid are those named herein, that this Bid is, in all respects, fair and without fraud, that it is made without collusion with any official of the Owner, and that the Bid is made without any connection or collusion with any person submitting another Bid on this Contract.

The Bidder further declares that he has carefully examined the Contract Documents, that he has satisfied himself as to the quantities involved, including materials and equipment, and conditions of work involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the Contract Documents, and that this Bid is made according to the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Bid.

The Bidder further agrees that the Owner may "non-perform" the work in the event that the low bid is in excess of available funding. Non-performance will be determined prior to Notice of Award.

The intent of the Bid Documents is to describe services required (or part thereof) to be provided in accordance with the Contract Documents. Any work, materials, or equipment that may reasonably be inferred from the Contract Documents, as being required to produce the intended result shall be supplied, whether or not specifically called for in the Contract Documents.

**CONTRACT EXECUTION AND BONDS**

The Bidder agrees that if this Bid is accepted, he will, within 10 days, not including Sundays and legal holidays, after Notice of Award, sign the Contract in the form annexed hereto, and will at that time, deliver to the Owner evidence of holding required licenses and certificates, and will, to the extent of his Bid, furnish all machinery, tools, apparatus, and other means of maintenance, service, and inspection to do the work and furnish all the materials necessary to provide all service as specified or indicated in the scope of work.

CERTIFICATES OF INSURANCE

Bidder agrees to furnish the Owner, before commencing the work under this Contract, the certificates of insurance, as specified in these Documents.

START OF CONTRACT

Construction start date is anticipated to be May 29, 2013.

The Bidder agrees to provide and maintain safe access to the spectator bleacher area and concession stands throughout the contract duration.

The Bidder agrees to achieve Substantial Completion for the Resod of the George Mira Football Field by June 24, 2013, including, but not limited to, repair of entire irrigation system, all new sprinkler heads on site ready for installation, and .at least 80% percent of new Celebration sod installed.

The Bidder agrees to achieve Final Completion for resod of the George Mira Football Field on June 28, 2013.

LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract and fails to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract Documents, Owner and Bidder agree that as liquidated damages for delay (but not as a penalty) Bidder shall pay Owner \$3,000.00 per day for each day that expires after the time specified for substantial completion.

After substantial completion, if Bidder neglects, refuses, or fails to complete the remaining Work within the Contract Times or any Owner-granted extension thereof, Bidder shall pay Owner \$1,000.00 for each day that expires after the time specified in paragraph Start of Construction and Contract Completion Times above, for completion and readiness for final payment. Liquidated damages shall run concurrent.

Sundays and legal holidays shall be included in determining days in default.

Owner will recover such liquidated damages by deducting the amount owed from the payment.

ADDENDA

The Bidder hereby acknowledges that he has received Addenda No's. 1, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, (Bidder shall insert No. of each Addendum received) and agrees that all addenda issued are hereby made part of the Contract Documents, and the Bidder further agrees that his Bid(s) includes all impacts resulting from said addenda.

SALES AND USE TAXES

The Bidder agrees that all federal, state, and local sales and use taxes are included in the stated bid prices for the work.

PUBLIC ENTITY CRIMES

“A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a CONTRACTOR, supplier, subcontractor, or consultant under a contract



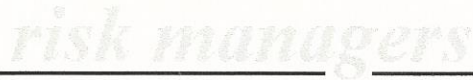
with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.”

COMBINED UNIT PRICE AND LUMP SUM WORK

The Bidder further agrees to accept as full payment for the Work proposed herein the amounts computed under the provisions of the Contract Documents and based on the following unit price amounts, it being expressly understood that the unit prices are independent of the exact quantities involved.

For unit price bid items, the estimate of quantities of work to be done is tabulated in the Bid and, although stated with as much accuracy as possible, is approximate only and is assumed solely for the basis of calculation upon which the award of Contract shall be made. For lump sum bid items, it is expressly understood that the amounts are independent of the exact quantities involved.

The Bidder agrees that the amounts for both unit price and lump sum work represent a true measure of labor and materials required to perform the Work, including all allowances for overhead and profit for each type of work called for in these Contract Documents. The amounts shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.



**BEN FEW & COMPANY, INC.**

**Memo**

**To:** \_\_\_\_\_  
**From:** Ben Few III, ARM, ARM-P, AAI  
**Date:** \_\_\_\_\_  
**Subject:** Vendor Insurance Requirements for the City of Key West, Florida

All Vendors and subVendors wishing to perform work for the City of Key West, Florida, will be required to comply with the following minimum insurance requirements:

Commercial General Liability Limits:	\$2,000,000 Aggregate \$1,000,000 Each Occurrence \$2,000,000 Products-Comp / Op Aggregate \$1,000,000 Personal & Advertising Injury \$300,000 Fire Damage / Legal
Coverage must include the following:	
- Contractual Liability	- Commercial Form
- CG2010 (1185) or Equivalent	- Broad Form Property Damage
- No exclusion for XCU	- Premises / Operations
- Products / Completed Operations	- Independent Vendors (if any part of the work is to be subcontracted out)
- Personal Injury	
Automobile Liability:	\$1,000,000 Combined Single Limit (Include Hired & Non-Owned Liability)
Professional Liability (If applicable)	\$1,000,000 Per Claim / Aggregate
Additional Umbrella Liability:	\$_,000,000 Occurrence / Aggregate
Worker's Compensation:	Statutory
Employer's Liability:	\$1,000,000 Each Accident \$1,000,000 Disease-Policy Limit \$1,000,000 Disease-Each Employee

The above reflects the minimum requirements for working with the City of Key West. Any requirements found in a particular job's contract that are of a higher standard will prevail.

The City of Key West must be named as an additional insured under all policies other than worker's compensation. Vendor's or subVendor's general liability shall be written on a primary and non-contributory basis. Certificates of insurance must be accompanied by a copy of the additional insured endorsement (CG 20101185 or combination of CG20100704 and CG20370704 will be accepted).

Vendors must obtain an endorsement from their carrier that waives and relinquishes any right of subrogation against the City of Key West and its agents, representatives, employees, and affiliates they might possess for any policy of insurance provided under this requirement or under any state or federal worker's compensation or employer's liability act.

Vendor's policies must be endorsed to give no less than thirty (30) days notice to the City in the event of material change or cancellation.

The City of Key West must be given a certificate of insurance showing that the above requirements have been met. The certificate of insurance must remain current and must include copies of the requested endorsements (additional insured, cancellation notice, and waiver of subrogation) in order for the City to issue payments to the Vendor or subVendor.

### INDEMNIFICATION

To the fullest extent permitted by law, the CONTRACTOR expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents and employees \*(herein called the "indemnitees") from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR, its Subcontractors or persons employed or utilized by them in the performance of the Contract. Claims by indemnitees for indemnification shall be limited to the amount of CONTRACTOR's insurance or \$1 million per occurrence, whichever is greater. The parties acknowledge that the amount of the indemnity required hereunder bears a reasonable commercial relationship to the Contract and it is part of the project specifications or the bid documents, if any.

The indemnification obligations under the Contract shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR under Workers' Compensation acts, disability benefits acts, or other employee benefits acts, and shall extend to and include any actions brought by or in the name of any employee of the CONTRACTOR or of any third party to whom CONTRACTOR may subcontract a part or all of the Work. This indemnification shall continue beyond the date of completion of the work.

### BUILDING PERMIT ALLOWANCE

Bidder further acknowledges that this amount shown is an estimated amount to be included in the Total for the Building Permit required by the City of Key West. Bidder acknowledges that payment will be based on actual costs for the permit(s).

### PAYMENT RETAINAGE

Bidder further acknowledges that Owner will deduct from the partial payment estimate and retain, as part security, ten percent (10%) of the amount earned for work satisfactorily completed. A deduction and retainage of ten percent (10%) will be made on the estimated amount earned for approved items of material delivered to and properly stored at the jobsite but not incorporated into the work.

**BID SCHEDULE**

**RESOD GEORGE MIRA FOOTBALL FIELD**

LUMP SUM BID PRICE ITEMS

Bidder will complete the Work in accordance with the Contract Documents for a fixed fee price.

The Bidder further agrees that the unit prices represent a true measure of the labor and materials required to perform the work, including all allowances for overhead and profit for each type of work called for in these Contract Documents. The amounts shall be shown in both words and figures. In case of a discrepancy, the amount shown in words shall govern.

<u>Item</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price (Figure)</u>	<u>PU (Words)</u>	<u>Extended Total Amount</u>
1	1	Resod George Mira Football Field	\$68,750	—————	\$68,750. <sup>00</sup> / <sub>100</sub>

Total price in words Sixty Eight Thousand, Two Hundred and Fifty, and  $\frac{00}{100}$   
 PRICE FOB KEY WEST, FLORIDA  
 PAYMENT TERMS: 45 days after owner acceptance

**BIDDER REPRESENTATION**

I represent that this bid is submitted in compliance with all terms, conditions, and specifications of the Call for Bid and that I am authorized by the owners/principals to execute and submit this bid on behalf of the business identified below:

BUSINESS NAME: R.A. Berger & Co., Inc. DBA Southern Golf & Equine Services

STREET ADDRESS: 2111 Oxford Ridge Circle, ~~xxxxxx~~

CITY/ STATE/ ZIP: Lehigh Acres, FL 33973

PRINT NAME OF AUTHORIZED

REPRESENTATIVE: Ryan A. Berger

TITLE/ POSITION OF AUTHORIZED REPRESENTATIVE: President/Managing Partner

DATE SUBMITTED: 4/22/13 TELEPHONE: (239) 819-6255

SUBCONTRACTORS

The Bidder further proposes that the following subcontracting firms or businesses will be awarded subcontracts for the following portions of the work in the event that the Bidder is awarded the Contract:

N/A  
\_\_\_\_\_  
Portion of Work

\_\_\_\_\_  
Name

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
Street City State Zip

N/A  
\_\_\_\_\_  
Portion of Work

\_\_\_\_\_  
Name

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
Street City State Zip

N/A  
\_\_\_\_\_  
Portion of Work

\_\_\_\_\_  
Name

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
Street City State Zip

N/A  
\_\_\_\_\_  
Portion of Work

\_\_\_\_\_  
Name

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
Street City State Zip

SURETY

\_\_\_\_\_ whose address is

Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Resident Agent \_\_\_\_\_

BIDDER

The name of the Bidder submitting this Bid is R. A. Berger & Company, Inc.

DBA Southern Golf & Equine Services doing business at

2111 Oxford Ridge Circle, Lehigh Acres, Florida, 33973  
Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

ryanb@bergerandco.com  
email address \_\_\_\_\_

which is the address to which all communications concerned with this Bid and with the Contract shall be sent.

The names of the principal officers of the corporation submitting this Bid, or of the partnership, or of all persons interested in this Bid as principals are as follows:

Name	Title
<u>Ryan A. Berger</u>	<u>President / Managing Partner</u>
<u>Joel D. Berger</u>	<u>Vice President</u>
_____	_____
_____	_____
_____	_____

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his (its) hand this \_\_\_\_\_ day of \_\_\_\_\_ 2013.

\_\_\_\_\_  
Signature of Bidder

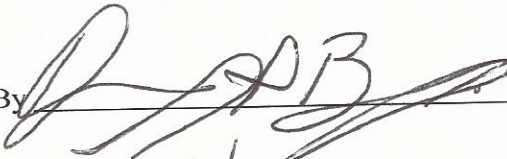
\_\_\_\_\_  
Title

If Corporation

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this 22<sup>nd</sup> day of April 2013.

(SEAL)

RA Berger & Co. Inc. DBA Southern Golf & Equine Services  
Name of Corporation

By  Ryan A. Berger

Title President/Managing Partner

Attest   
Secretary

EXPERIENCE OF BIDDER

The Bidder states that he is an experienced Contractor and has completed similar projects within the last five (5) years.

(List similar contracts, with types, names of owners, project costs, and references with phone numbers. Use additional sheets if necessary.)

*Please see attached resume*

\* \* \* \* \*





## **Southern Golf & Equine Services (R. A. Berger & Co. Inc.)**

Southern Golf & Equine Services offers the latest precision grading technology that utilizes laser and GPS equipment to shape the most accurate and perfectly graded surfaces possible. The use of this equipment on your project is proven to complete the work quickly and efficiently, helping to keep project costs down. We specialize in:

- Golf Course Construction and Renovation
- Polo Field Construction and Renovation
- Riding Arena Construction and Renovation
- Sports Field Construction and Renovation
- Road and Utility Path Subgrade Finish Grading
- Finish Grading of Any Surface
- Design/Build Services of Golf Courses, Athletic Fields, Equestrian Complexes, and Polo Fields

Southern Golf & Equine Services utilizes the latest in Topcon® laser and GPS machine guidance equipment on our bulldozers and excavators, as well as Level-Best Para-level Grading Boxes also outfitted with Topcon® laser controls and valves for both our tractors and skidsteers. This technology enables us to reach our targeted grade faster and more efficiently, which keeps project costs down and within budget. Our experienced grading and shaping operators can handle any type of rough grading or finish grading project that you can throw at them.

Our company operates to a fully staffed and equipped capacity throughout the eastern United States. Listed below is full array of other services in which Southern Golf & Equine Services offers:

- PC Drainage and Drainage of Any Turf Surface
- Irrigation and Sediment Ponds
- Decorative Water Features, Ponds, and Fountains
- Stream and Waterway Restoration
- Tee and Field Laser Leveling
- Freelance Shaping and Project Management
- "In-House Renovation Division" Utilizing Existing Golf Course Resources to Cut Costs (Including Staff and Equipment)
- Irrigation and Land Feature GPS Location and Mapping
- Interior and Exterior Synthetic Turf Applications
- Hurricane Cleanup and Disaster Recovery
- Clubhouse, Outbuilding and Maintenance Building Vertical Construction



### ***Recently Completed Projects***

- Ocean Reef Club, Key Largo, FL** (Driving Range Tee Renovation)
- Coral Creek Club, Placida, FL** (Tee Renovation, Concrete Work, and Grading)
- Cypress Lake Country Club, Fort Myers, FL** (Irrigation Pond Renovation, New Effluent Waterline, Hole #1 Drainage and Grading Renovation, and New Driving Range)
- The Club at The Strand, Naples, FL** (9 Hole Greens Renovation (Core Out, Reshape, and Regrass) and Concrete Cartpath Work)
- Tiburon Golf Club, Naples, FL** (Gold Course)(18 Hole Greens Renovation (Core Out, Reshape, and Regrass of 19 Greens), Construction of 2 New Tees, and Miscellaneous Grading)
- Riviera Golf Club, Naples, FL** (18 Hole Greens Renovation (Strip, New Material Integration, Reshape, and Regrass of 20 Greens))
- Majestic Golf Club, Lehigh Acres, FL** (9 Hole Greens Complex Renovation (Strip, New Material Integration, Reshape, and Regrass of 10 Greens), Construction of 5 New Tees, All Greenside Bunkers Cleaned Out With New Sand Added, and Sod to Sprig of Complexes)
- Cavanaugh Cricket and Polo, Cavanaugh Property, Lexington, KY** ((New Construction of (4) 15 Acre Polo Fields with Underground Irrigation), Sitework For New Barns, and Laser Grading For Paddock Areas)
- Santa Maria Polo Club, Aiken, SC** ((New Construction of (7) 18 Acre Polo Fields with Overhead Irrigation), Demolition of Existing Barns, Sitework For New Barns, Renovation of 7 Acre Stick and Ball Field with Underground Irrigation)

### ***Ryan A. Berger***

#### **President/ Managing Partner**

**B.S. – Rutgers University 2008 – Turfgrass Sciences (Golf Course Design and Construction)**

**B.S.- Florida Gulf Coast University – Professional Golf Management (RHM)**

**M.B.S-University of Florida 2011 – Agronomy and Soil Sciences**

**Certified Golf Course Superintendent**

Ryan started out very young with a passion for playing golf. He started off working at a semi-private golf facility outside of the Philadelphia before he could even drive in exchange for golf privileges and lessons. He worked quickly through the ranks and was working as an assistant golf course superintendent before he graduated from high school. With undergraduate studies from both Florida Gulf Coast University and Rutgers University in the fields professional golf management, resort and hospitality management, turf grass sciences, and golf course design and construction as well as graduate work from the University of Florida in landscape architecture and agronomy, Ryan provides a wealth of knowledge and experience to Southern Golf & Equine Services. During his educational tenure, Ryan worked summers and internships at a variety of golf facilities and was even the youngest golf course superintendent in the nation at

***R. A. Berger & Co. Inc. 2111 Oxford Ridge Circle, Lehigh Acres Florida, 33973***  
***www.bergerandco.com***



age 21. He has also consulted with numerous facilities nationally and internationally from both agronomic and construction aspects. After leaving the green grass side of the industry, Ryan went to work for one of the industry's highest regarded golf construction contractors, Sanders Golf, Inc. as well as ran projects for Total Turf Services (Formerly Pennink Arrimour Golf). In 2010 Ryan started Southern Golf & Equine Services, which has delivered superior quality to its clients since its beginnings. Ryan's professional affiliations include the PGA of America, the Golf Course Superintendents Association of America, the Golf Course Builders Association of America, The International Society of Golf Course Shapers, the Florida Turfgrass Association, and the Calusa Golf Course Superintendents Association. Other notable facilities that Ryan has worked with in the past include: - *The Stanwich Club, Greenwich, CT (Tom Marzolf)*, - *Overbrook Golf Club, Philadelphia, PA*, - *Lookaway Golf Club, Buckingham, PA*, - *Copper Hill Golf Club, Flemington, NJ*, - *Ruggles Golf Course (Phase 2), Aberdeen Proving Ground, MD (Dan Schlegel)*, - *Denver Country Club, Denver, Colorado (Gil Hanse)*, - *Gateway Golf and Country Club, Fort Myers, FL*, - *Stoneybrook Golf Club, Fort Myers, FL*, - *The Forest Country Club, Fort Myers, FL (Gordon Lewis)*, - *Spring Ford Country Club, Royersford, PA*, - *Greenwich Country Club, Greenwich, CT (Tim Gerrish/Gil Hanse)*.

### **Bradley P. Moretti**

#### **Director of Operations/Head Estimator**

Brad just recently joined our team and brings a vast experience of golf course and athletic field construction. Below is a summary of some of his most recent projects before his employment with R. A. Berger & Company, Inc.

Project Name: **Earlham College Synthetic Football Field – Richmond, IN**  
Project Contact Person: Michael Bergum Athletic Director, Earlham College 765 465-3413  
Work Performed Dates: July 2<sup>nd</sup> to August 15, 2012  
Contract Amount: \$216,967.00

Project Name: **East Lake High School Synthetic Football Field – El Paso , TX**  
Project Contact Person: Ross Whitting, Field Turf USA (903) 521-9455  
Work Performed Dates: June 11 through July 29, 2012  
Contract Amount: \$193,500.00

Project Name: **Lake Travis High School Synthetic Football Field - Austin , TX**  
Project Contact Person: Ross Whitting, Field Turf USA (903) 521-9455  
Work Performed Dates: May 14<sup>th</sup> to August 4, 2012  
Contract Amount: \$499,604.00



Project Name: **Fort Sam Houston Synthetic Multi-Use Fields - San Antonio , TX  
Sites # 3, 4, 5 & 6 – Physical Training Areas**  
Project Contact Person: Ross Whitting, Field Turf USA (903) 521-9455  
Work Performed Dates: February 13<sup>th</sup> to June 2, 2012  
Contract Amount: \$555,178.00

Project Name: **Socorro School District - El Paso, TX  
Five High School Synthetic Football Fields**  
Project Contact Person: Ross Whitting, Field Turf USA (903) 521-9455  
Work Performed Dates: March 15<sup>th</sup> - , July 28, 2012  
Contract Amount: \$825,155.72

Project Name: **Sea King Park, Naval Air Station – Jacksonville, FL  
Synthetic Multi-Use Field**  
Project Contact Person: Chris Wedge, Fieldturf USA 352 242-7620  
Work Performed Dates: May 7<sup>th</sup> to June 29, 2012  
Contract Amount: \$223,600.00

Project Name: **Boston Red Sox Spring Training Facility, Ft. Myers, FL  
Stadium and six (6) practice fields**  
Project Contact Person: Joe Pressler, Manhattan Construction Co. (239) 280-2620  
Work Performed Dates: April 12, 2011 – January 31, 2012  
Contract Amount: \$2,550,000.00

Project Name: **Maritime Park – Baseball Stadium Field, Pensacola, FL**  
Project Contact Person: Kate O’Quinn, Vision Landscapes, Inc (205) 776-8841  
Work Performed Dates: November 14, 2011 – January 31, 2012  
Contract Amount: \$517,245.00

Project Name: **City of Key West Ball fields – Key West , FL  
Re-sodding of (7) Ball Fields**  
Project Contact Person: Rod Delostrinos, Deputy Director Community Services (305) 809-3751  
Work Performed Dates: November 7, 2011 – December 2, 2011  
Contract Amount: \$204,262.27

Project Name: **Benton High School Field House – Benton , AR**  
Project Contact Person: Mark Weightmann, ProGrass LLC (412) 434-6106  
Work Performed Dates: November 9, 2011 – November 22, 2011  
Contract Amount: \$22,157.84



Project Name: **Saint Leo University – NCAA Soccer Fields, Saint Leo, FL**  
Project Contact Person: Jeremy A. Line, Creative Contractors, Inc (352) 588-6431  
Work Performed Dates: August 1, 2011 – November 1, 2011  
Contract Amount: \$340,000.00

Project Name: **Siloam Springs High School – Synthetic Football Field, Siloam Springs, AR**  
Project Contact Person: Mark Weightmann, ProGrass LLC, (412) 434-6106  
Work Performed Dates: July 25, 2011 – August 13, 2011  
Contract Amount: \$145,000.00

Project Name: **Lakeland High School – Synthetic Field - Bryant Stadium, Lakeland FL**  
Project Contact Person: Chris Wedge, Fieldturf USA  
Work Performed Dates: June 27, 2011 – August 8, 2011  
Contract Amount: \$186,968.60

Project Name: **Bishop Verot High School – Synthetic Football Field, Ft. Myers, FL**  
Project Contact Person: Chris Wedge, Fieldturf USA  
Work Performed Dates: June 17, 2011 – June 30, 2011  
Contract Amount: \$28,165.00

Project Name: **Searcy High School – Synthetic Football Field, Searcy, AR**  
Project Contact Person: Mark Weightmann, ProGrass LLC, (412) 434-6106  
Work Performed Dates: May 17, 2011 – June 10, 2011  
Contract Amount: \$90,960.40

Project Name: **Mater Academy – Synthetic Athletic Field, Hialeah Gardens, FL**  
Project Contact Person: Nic Borling, ProGrass LLC (412) 926-3788  
Work Performed Dates: March 10, 2011 – March 25, 2011  
Contract Amount: \$136,965.00

Project Name: **Embry-Riddle University Softball Stadium, Daytona Beach FL**  
Project Contact Person: Chris Hardesty, ERAU Planning & Construction Director (386) 226-6512  
Work Performed Dates: February 25, 2011 – July 15, 2011  
Contract Amount: \$145,987.00

Project Name: **Max Rodes Park Phase III, (7) Ball Fields, Melbourne, FL**  
Project Contact Person: Jason Mulligan, Mulligan Constructors, Inc. (407) 654-6523  
Work Performed Dates: November 8, 2010 – February 22, 2011  
Contract Amount: \$277,175.00

Project Name: **Renovation of Baseball field #4 – Osceola County Stadium Kissimmee**  
Project Contact Person: Pete Rodriguez, Osceola Co Stadium (407) 873-5887  
Willie Velez Osceola Procurement (407) 742-0900  
Work Performed Dates: October 11, 2010 thru November 8, 2010  
Contract Amount: \$63,045.00



**Project Name:** **St Leo University NCAA Softball Field – St Leo, FL**  
**Project Contact Person:** Brian Empric, Manhattan Construction (813) 382-9050  
**Work Performed Dates:** September 27, 2010 thru November 30, 2010  
**Contract Amount:** \$149,450.00

**Project Name:** **Labelle Sports Complex, - Labelle, FL**  
**Project Contact Person:** Steve Goble, Gulf Coast Site (239) 274-9516  
**Work Performed Dates:** September 13, 2010 thru October 1, 2010  
**Contract Amount:** \$68,370.00

**Project Name:** **Saint Leo University Baseball In-Field Renovation, Saint Leo, FL**  
**Project Contact Person:** Jose Caban, Director of Physical Plant  
Saint Leo University (352) 588-8362  
**Work Performed Dates:** August 16, 2010 thru August 20, 2010  
**Contract Amount:** \$13,235.00

**Project Name:** **Hideaway Golf & CC Green s Renovation, Ft. Myers, FL**  
**Project Contact Person:** Tom Dudas, Hideaway Country Club Property Owners Assoc. (239) 275-6232  
**Work Performed Dates:** May 17, 2010 thru July 30, 2010  
**Contract Amount:** \$301,322.00

**Project Name:** **All Saints Academy Football Field, Winter Haven, FL**  
**Project Contact Person:** John Rombold, ProGrass, LLC (412) 735-8729  
**Work Performed Dates:** July 19, 2010 thru September 10, 2010  
**Contract Amount:** \$208,627.00

**Project Name:** **Willie J. Williams Middle School Football Field, Moultrie, GA**  
**Project Contact Person:** Jobe Bensko, ProGrass, LLC (412) 434-6003  
**Work Performed Dates:** July 7, 2010 thru July 28, 2010  
**Contract Amount:** \$131,200.00

**Project Name:** **Sertoma Park Football Field Renovations – Winter Haven, FL**  
**Project Contact Person:** Charlie Keister, D.R. Swanson Company (941) 629-8822  
**Work Performed Dates:** June 7, 2010 thru June 25, 2010  
**Contract Amount:** \$38,085.00

**Project Name:** **Oakleaf Community Park Phase 1, Orange Park, FL**  
**Project Contact Person:** Charlie Keister, D.R. Swanson Company (941) 629-8822  
Earthwork and Construction of (4) Baseball field s  
**Work Performed Dates:** June 1st, 2010 – May 10, 2011  
**Contract Amount:** \$994,287.00



Project Name: **Port Charlotte High School Football Field**  
Project Contact Person: Frank Mullins with Owen Ames Kimball Construction (941) 575-1574  
Work Performed Dates: April 7, 2010 thru July 22, 2010  
Contract Amount: \$232,941.00

Project Name: **City of Belleview – Sports Complex Football Field Addition**  
Project Contact Person: Dennis Monroe with City Of Belleview (352) 245-7021  
Work Performed Dates: March 24, 2010 thru May 12, 2010  
Contract Amount: \$51,083.00

Project Name: **Osswald Park (6) Soccer Fields - City of Ft Lauderdale**  
Project Contact Person: John Zak with Burke Construction Group GC (305) 468-6604  
Work Performed Dates: March 1, 2010 thru April 23, 2010  
Contract Amount: \$279,000

Project Name: **Mackle Park Renovations & Soccer Field, Marco Island**  
Project Contact Person: Bryan Milk with City of Marco Island (239) 389-3903  
Work Performed Dates: February 11, 2010 thru April 19, 2010  
Contract Amount: \$138,389.50

Project Name: **Osceola County Stadium, Houston Astros Spring Training**  
Project Contact Person: Mike Neumann with Balfour Beatty GC's, (407) 702-5145  
Work Performed Dates: October 5 thru November 3, 2009  
Contract Amount: \$231,500.00

Project Name: **City of Winterhaven- Diamondplex**  
Project Contact Person: Joseph Collins, Pillar Construction, (352) 536-5008  
Work Performed Dates: Sept 1, 2009 thru October 4, 2009  
Contract Amount: \$161,500.00

Project Name: **Liberty County High School Football Field**  
Project Contact Person: Rodger Osborne, (912) 977-2958  
Work Performed Dates: June 15<sup>th</sup> 2009 thru August 26<sup>th</sup>, 2009  
Contract Amount: \$371,590.00

Project Name: **Wildwood Millenium Ball Park**  
Project Contact Person: David Grimm, City of Wildwood, (352) 330-2714  
Work Performed Dates: Feb 15, 2009 to June 5th, 2009  
Contract Amount: \$84,200.00

Project Name: **Eastwood Golf Club**  
Project Contact Person: Mr. Richard Lamb, Director of Golf, City of Ft Myers (239) 321-7491  
Work Performed Dates: July 15, 2008 to Sept 5th, 2008  
Contract Amount: \$134,000.00



Project Name: **Eastwood Country Club**  
Project Contact Person: Richard Lamb, Director of Golf Operations (239)321-7491  
Work Performed Dates: May 2007 to October 2007  
Contract Amount: \$1,400,000.00

Project Name: **Wellington Golf Club and Polo Fields**  
Project Contact Person: Scott Davidson, CGSA (561)441-1682  
Rex VanHoose, GC Architect (281)413-5126 Office (281)807-4176  
Work Performed Dates: March 2007 to September 2007  
Contract Amount: \$4,712,000.00

Project Name: **Somerset at Plantation Golf Club**  
Project Contact Person: Dr. Hurdzan, or Bill Kerman, GC Architects (614)457-9955  
Work Performed Dates: September 2006 to October 2007  
Contract Amount: \$4,450,000.00

### ***Michael R. Schnell, Senior Project Manager***

Mike has been involved in the golf industry for the better part of 30 years. From the school days at Delaware Valley College, there has been a passion for the greens. Early on there were the summer intern positions followed by assistant superintendent jobs, then finally the golf course superintendent career. Those were spent in the world of corporate golf management a division of Club Corporation of America. Then came the fast times of the building explosion. Pennink Arrimour Golf was the big time (a certified builder), where Mike worked his way up from a construction assistant, superintendent and finally Director of Golf Operations. While there Mike managed the building of *The Olde Farm Golf Club* in Bristol, Virginia (winner of Golf Digest "Best New Private Club 2000"). Mike directed the complete construction of three Philadelphia area courses including *Rivercrest Golf Club and Preserve*, *Applebrook Golf Club* as well as *The Course at Glen Mills*. There are more than 40 large renovation projects from Connecticut to Virginia, Illinois to New Jersey with Mike's mark on them. There was a time when Golf started to dwindle and Mike found a home in Land Development for a major national luxury home builder honing skills in estimation, and contract management. Several years later Mike returned to the golf construction industry to run the renovation project at *Saucon Valley Country Club*, which is just outside of Allentown, Pennsylvania. It was later the site of the Women's 2009 US Open. The "Old Course" went on to be awarded Golf Digest "Renovation of the Year" honors. Over the years Mike has developed safety, training, production and quality assurance programs for multiple companies and brings all of this experience and more to R. A. Berger & Company, Inc.





**Robert E. Brant, Lead Shaper/Project Manager**

Bob partnered with R. A. Berger & Company, Inc. in 2011 in order to provide superior shaping and project management services. His company, In-House Projects, Inc. is dedicated to helping golf facilities with limited budgets to accomplish capital improvements to both the golf course and the clubhouse while utilizing existing staff. Before starting his own business and partnering with Southern Golf & Equine Services, Bob was a professional golf course shaper, performing in the United States and abroad. Some of the projects that have his personal touch on are *Mauna Kea Resort, Hawai'i, -Ocean Forest Country Club, Georgia, -Baton Rouge Country Club, Louisiana, -Bellerive Country Club, Missouri, -Laurel Oak Country Club, Florida, -Daniel Island Golf Club, South Carolina, -Andalusia Country Club, California, -Rancho La Quinta Country Club, California, -Big Springs Country Club, Kentucky, Bellemeade Country Club, Tennessee, -Briar's Creek Country Club, South Carolina, -LaPlaya Golf Club, Florida, -Heron Creek Country Club, Florida, -Pine Lakes Golf Club, Georgia, -Houston Country Club, Texas, -River's Edge Golf Club, North Carolina, -Farmstead Golf Club, South Carolina, -Landfall Country Club, North Carolina, -The Player's Club, North Carolina, -Old Chatham Golf Club, North Carolina, -Rapallo Country Club, Italy, -Follonica Country Club, Italy, -Riasco Country Club, Italy, -Montelupo Country Club, Italy, -Barlassina Country Club, Italy, -Torino Country Club, Italy, -Hannover Country Club, Germany, -Oakmont Country Club, Pennsylvania, -Sewickley Heights Country Club, Pennsylvania, -Butler Country Club, Pennsylvania, -Deer Run Country Club, Pennsylvania, -Indian Lake Country Club, Pennsylvania, -Hannastown Country Club, Pennsylvania, -Sunny Hanna Country Club, Pennsylvania, -Mount Odin Golf Club, Pennsylvania, -Logo Divido Golf Club, Pennsylvania, -Chestnut Ridge Golf Club, Pennsylvania, -Berkdale Country Club, North Carolina, -Lejeune Golf Club, Florida, -Berry Hills Country Club, West Virginia, - Deep Creek Golf Club, Fort Myers, FL, and -Maple Leaf Golf Club, Port Charlotte, FL.*

**FLORIDA BID BOND**

BOND NO. \_\_\_\_\_

AMOUNT: \$ \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_

\_\_\_\_\_

hereinafter called the PRINCIPAL, and \_\_\_\_\_

\_\_\_\_\_

a corporation duly organized under the laws of the State of \_\_\_\_\_

having its principal place of business at \_\_\_\_\_

\_\_\_\_\_ in the State of \_\_\_\_\_

and authorized to do business in the State of Florida, as SURETY, are held and firmly bound

unto \_\_\_\_\_

hereinafter called the OBLIGEE, in the sum of \_\_\_\_\_

DOLLARS (\$ \_\_\_\_\_) for the payment for which we bind ourselves, our

heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these present.

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL is herewith submitting his or its Bid for RESOD GEORGE MIRA FOOTBALL FIELD, Key West, Florida, said Bid, by reference thereto, being hereby made a part hereof.

WHEREAS, the PRINCIPAL contemplates submitting or has submitted a bid to the OBLIGEE for the furnishing of all labor, materials (except those to be specifically furnished by the Owner), equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Bid and the detailed Drawings and Specifications, entitled:

RESOD GEORGE MIRA FOOTBALL FIELD

WHEREAS, it was a condition precedent to the submission of said bid that cash, cashier's check,

certified check, or bid bond in the amount of 5 percent of the base bid be submitted with said bid as a guarantee that the Bidder would, if awarded the Contract, enter into a written Contract with the Owner for the performance of said Contract, within 10 working days after written notice having been given of the award of the Contract.

NOW, THEREFORE, the conditions of this obligation are such that if the PRINCIPAL within 10 consecutive calendar days after written notice of such acceptance, enters into a written Contract with the OBLIGEE then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the OBLIGEE and the Surety herein agrees to pay said sum immediately upon demand of the OBLIGEE in good and lawful money of the United States of America, as liquidated damages for failure thereof of said PRINCIPAL.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_ 2013.

PRINCIPAL \_\_\_\_\_

By \_\_\_\_\_

SURETY \_\_\_\_\_

By \_\_\_\_\_  
Attorney-In-Fact

\* \* \* \* \*

**CITY OF KEY WEST INDEMNIFICATION FORM**

To the fullest extent permitted by law, the CONTRACTOR expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents and employees \*(herein called the "indemnitees") from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR, its Subcontractors or persons employed or utilized by them in the performance of the Contract. Claims by indemnitees for indemnification shall be limited to the amount of CONTRACTOR's insurance or \$1 million per occurrence, whichever is greater. The parties acknowledge that the amount of the indemnity required hereunder bears a reasonable commercial relationship to the Contract and it is part of the project specifications or the bid documents, if any.


The indemnification obligations under the Contract shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR under Workers' Compensation acts, disability benefits acts, or other employee benefits acts, and shall extend to and include any actions brought by or in the name of any employee of the CONTRACTOR or of any third party to whom CONTRACTOR may subcontract a part or all of the Work. This indemnification shall continue beyond the date of completion of the work.

*Southern Golf & Equine Services, Inc.*

CONTRACTOR: R.A. Berger and Co., Inc. DBA

SEAL:

2111 Oxford Ridge Circle Lehigh Acres, FL 33973  
Address

  
Signature

Ryan Berger  
Print Name

President  
Title

Date: 22 APR 2013


7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

\_\_\_\_ There has been a proceeding concerning the conviction before a hearing of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

\_\_\_\_ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

\_\_\_\_ The person or affiliate has not been put on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

  
 (signature)  
 4/22/13  
 (date)

STATE OF Florida

COUNTY OF LEE

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

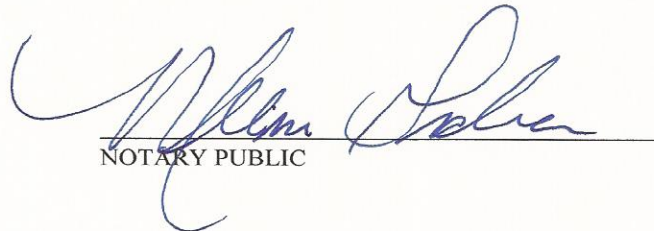
Ryan Alex Berger Who, after first being sworn by me, affixed his/her  
 (name of individual signing)

signature in the space provided above on this 22 day of April, 2013.

My commission expires:



BV1003

  
 NOTARY PUBLIC

26

English/Ward Renovations/Enhancements

Indemnification Form

ANTI-KICKBACK AFFIDAVIT

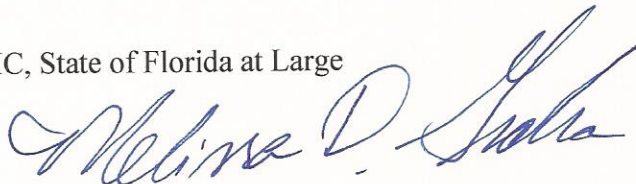
STATE OF FLORIDA                    )  
  : SS  
COUNTY OF MONROE                )

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

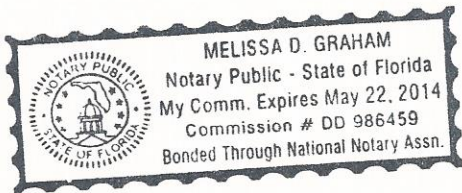
By: 

Sworn and subscribed before me this 22 day of April 2013.

NOTARY PUBLIC, State of Florida at Large



My Commission Expires: May 22, 2014



\* \* \* \* \*

SWORN STATEMENT UNDER SECTION 287.133(3)(A)  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid or Proposal for \_\_\_\_\_  
Resod George Mira Football Field
  
2. This sworn statement is submitted by R.A. Berger & Co DBA Southern Golf & Equine Services  
(name of entity submitting sworn statement)  
whose business address is 2111 Oxford Ridge Circle Lehigh Acres FL  
33973  
and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_  
45-3211436  
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement \_\_\_\_\_)
  
3. My name is Ryan A. Berger  
(please print name of individual signing)  
and my relationship to the entity named above is President
  
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any bid or contract for goods or services to be provided to any public or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, material misrepresentation.
  
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
  
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means
  1. A predecessor or successor of a person convicted of a public entity crime; or
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.





**LOCAL VENDOR CERTIFICATION  
PURSUANT TO CITY OF KEY WEST CODE OF ORDINANCES SECTION 2-798**

The undersigned, as a duly authorized representative of the vendor listed herein, certifies to the best of his/her knowledge and belief, that the vendor meets the definition of a "Local Business." For purposes of this section, "local business" shall mean a business which:

- a. Principle address as registered with the FL Department of State located within 30 miles of the boundaries of the city, listed with the chief licensing official as having a business tax receipt with its principle address within 30 miles of the boundaries of the city for at least one year immediately prior to the issuance of the solicitation.
- b. Maintains a workforce of at least 50 percent of its employees from the city or within 30 miles of its boundaries.
- c. Having paid all current license taxes and any other fees due the city at least 24 hours prior to the publication of the call for bids or request for proposals.
  - Not a local vendor pursuant to Code od Ordinances Section 2-798
  - Qualifies as a local vendor pursuant to Code od Ordinances Section 2-798

If you qualify, please complete the following in support of the self-certification & submit copies of your County and City business licenses. Failure to provide the information requested will result in denial of certification as a local business.

Business Name           N/A           Phone: \_\_\_\_\_  
 Current Local Address: \_\_\_\_\_ Fax: \_\_\_\_\_  
 (P.O Box numbers may not be used to establish status)

Length of time at this address \_\_\_\_\_

\_\_\_\_\_  
 Signature of Authorized Representative Date

STATE OF \_\_\_\_\_  
 COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.  
 By \_\_\_\_\_, of \_\_\_\_\_  
 (Name of officer or agent, title of officer or agent) Name of corporation acknowledging)  
 or has produced \_\_\_\_\_ as identification  
 (type of identification)

\_\_\_\_\_  
 Signature of Notary  
 \_\_\_\_\_  
 Print, Type or Stamp Name of Notary  
 \_\_\_\_\_  
 Title or Rank

Return Completed form with  
 Supporting documents to:  
 City of Key West Purchasing

**SUSPENSION AND DEBARMENT CERTIFICATION**

**CERTIFICATION REGARDING DEBARMENTS, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER FEDERALLY FUNDED TRANSACTIONS**

1. The undersigned hereby certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. The undersigned also certifies that it and its principals:

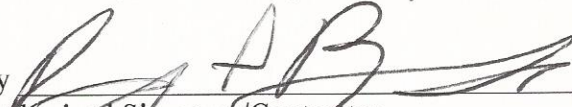
(a) Have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

(b) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2.(a) of this Certification; and

(c) Have not within a three-year period preceding this certification had one or more public transactions (Federal, State or local) terminated for cause or default.

3. Where the undersigned is unable to certify to any of the statements in this certification, an explanation shall be attached to this certification.

Dated this 22 day of April, 2013.

By   
Authorized Signature/Contractor

PRESIDENT  
Typed Name/Title

R.A. Berger & Co. Inc DBA Southern Golf & Equine Services  
Contractor's Firm Name

2111 Oxford Ridge Circle Lehigh Acres FL 33973  
Street Address

\_\_\_\_\_  
Building, Suite Number

\_\_\_\_\_  
City/State/Zip Code

(239) 849-6255  
Area Code/Telephone Number

STATEMENT OF NO BID # 13-015

RESOD GEORGE MIRA FOOTBALL FIELD

Note: If you do not intend to submit a Bid, please return this form ONLY.

TO: "RESOD GEORGE MIRA FOOTBALL FIELD"  
Office of the City Clerk  
3126 Flagler Avenue,  
P.O. Box 1409, Key West, FL. 33041-1409

We, the undersigned, have declined to submit a Bid on the above-noted Invitation to Bid for the following reason(s):

- Insufficient time to respond to the Invitation to Bid
- Do not offer this product
- Our schedule will not permit us to perform
- Unable to meet specifications
- Specifications unclear (Please explain below)
- Remove us from the City of Key West's, "Bidder's Mailing List"
- Other (Please specify below)

REMARKS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

We understand that if a "No Bid" statement is not returned, our name may be removed from the bidder's list of the City of Key West.

COMPANY NAME: \_\_\_\_\_

AUTHORIZED AGENT: \_\_\_\_\_

COMPANY ADDRESS: \_\_\_\_\_

DATE: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_

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### BIDDER'S CHECKLIST

(Note: The purpose of this checklist is to serve as a reminder of major items to be addressed in submitting a bid and is not intended to be all inclusive. It does not alleviate the Bidder from the responsibility of becoming familiar with all aspects of the Contract Documents and Proper completion and submission of his bid.)

1. All Contract Documents thoroughly read and understood
2. All blank spaces in Bid filled in black ink.
3. Total and unit Prices added correctly.
4. Addenda acknowledged.
5. Subcontractors are named as indicated in the Bid.
6. Experience record included.
7. Bid signed by authorized officer.
8. Bid Bond completed and executed, including power-of-attorney, dated the same day.
19. Bidder familiar with federal, state, and local laws, ordinances, rules and regulations affecting performance of the work.
10. Bidder, if successful, able to obtain and/or demonstrate possession of required licenses and certificates within 10 days after receiving a Notice of Award.
11. Bid submitted intact with the volume containing the Bidding Requirements, Contract Forms and Conditions of the Contract.
12. Bid Documents submitted in sealed envelope and addressed and labeled in conformance with the instructions in the Invitation to Bid.
13. Anti-kickback Affidavit, Public Entity Crime Form, City of Key West Indemnification,   
Equal Benefits for Domestic Partners Affidavit, Local Vendor Certification,  
Suspension and Debarment Certification,

**FLORIDA BID BOND**

BOND NO. 71405145

AMOUNT: \$ 3,750.00

KNOW ALL MEN BY THESE PRESENTS, that R.A. Berger & Co., Inc  
2111 Oxford Ridge Circle Lehigh Acres Florida 33793-6058

hereinafter called the PRINCIPAL, and Western Surety Company

P.O. Box 5077 Sioux Falls, South Dakota 57117

a corporation duly organized under the laws of the State of South Dakota

having its principal place of business at P.O. Box 5077 ;Sioux Falls

in the State of South Dakota

and authorized to do business in the State of Florida, as SURETY, are held and firmly bound  
unto City of Key West Florida

hereinafter called the OBLIGEE, in the sum of Three Thousand Seven Hundred Fifty 00/100

DOLLARS (\$ 3,750.00 ) for the payment for which we bind ourselves, our

heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these  
present.

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL is herewith submitting his or its Bid for RESOD GEORGE MIRA  
FOOTBALL FIELD, Key West, Florida, said Bid, by reference thereto, being hereby made a part  
hereof.

WHEREAS, the PRINCIPAL contemplates submitting or has submitted a bid to the OBLIGEE  
for the furnishing of all labor, materials (except those to be specifically furnished by the Owner),  
equipment, machinery, tools, apparatus, means of transportation for, and the performance of the  
work covered in the Bid and the detailed Drawings and Specifications, entitled:

RESOD GEORGE MIRA FOOTBALL FIELD

WHEREAS, it was a condition precedent to the submission of said bid that cash, cashier's check,

certified check, or bid bond in the amount of 5 percent of the base bid be submitted with said bid as a guarantee that the Bidder would, if awarded the Contract, enter into a written Contract with the Owner for the performance of said Contract, within 10 working days after written notice having been given of the award of the Contract.

NOW, THEREFORE, the conditions of this obligation are such that if the PRINCIPAL within 10 consecutive calendar days after written notice of such acceptance, enters into a written Contract with the OBLIGEE then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the OBLIGEE and the Surety herein agrees to pay said sum immediately upon demand of the OBLIGEE in good and lawful money of the United States of America, as liquidated damages for failure thereof of said PRINCIPAL.

Signed and sealed this 23 day of April 2013.

PRINCIPAL Ryan Berger

By [Signature]

SURETY Western Surety Company

By Christa Amato

Attorney-In-Fact Christa Amato

\* \* \* \* \*

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**David D Stanton, Michael G Popick, Lawrence T Dwyer, Christa Amato, Individually**

of Fort Lauderdale, FL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 14th day of September, 2012.



WESTERN SURETY COMPANY

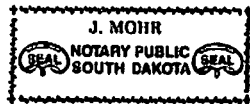
Paul T. Bruffat  
Paul T. Bruffat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 14th day of September, 2012, before me personally came Paul T. Bruffat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2015



J. Mohr  
J. Mohr, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 23 day of April, 2013.



WESTERN SURETY COMPANY

L. Nelson  
L. Nelson, Assistant Secretary