

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

PUBLIC WORKS BOND
In compliance with Florida Statutes 255.05 (2) (10)
PERFORMANCE BOND
BOND NO: SEIFSU0694218

Contractor Name: Sports Turf One, Inc.
Address: 9819 State Road 7
Boynton Beach, Florida 33472
Phone No: 561-375-7808

Surety Company: International Fidelity Insurance Company
Surety Address: One Newark Center, 20th Floor
Newark, New Jersey 07102-5207
Surety Phone No: (973) 624-7200

Owner Name: City of Doral
Address: 8401 NW 53rd Terrace
Doral, Florida 33166
Phone No: 305-593-6725

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

Project Name: Replacement of Synthetic Turf Fields at Morgan Levy Park,
RFP#2015-37, Doral, Florida

Project Location: Miami-Dade, Florida

Legal Description: Replacement of Synthetic Turf Fields at Morgan Levy Park,
RFP#2015-37, Doral, Miami-Dade County, Florida

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A311

Performance Bond

Bond Number: SEIFSU0694218

KNOW ALL MEN BY THESE PRESENTS: that

(Here insert full name and address or legal title of contractor)

Sports Turf One, Inc., 9819 State Road 7, Boynton Beach, Florida 33472

As Principal, hereinafter called Contractor, and,

(Here insert full name and address or legal title of Surety)

International Fidelity Insurance Company, One Newark Center, 20th Floor, Newark, NJ 07102

As Surety, hereinafter called Surety, are held and firmly bound unto

(Here insert full name and address or legal title of Owner)

City of Doral, 8401 NW 53rd Terrace, Doral, Florida 33166

As Obligee, hereinafter called Owner, in the amount of

Nine Hundred Thirty Two Thousand Four Hundred Seventy and 00/100 Dollars (\$932,470.00),

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Contractor has by written agreement dated July 7, 2016, entered into a contract with Owner for

(Here insert full name, address and description of project)

Replacement of Synthetic Turf Fields at Morgan Levy Park, RFP#2015-37

in accordance with Drawings and Specifications prepared by

(Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

PERFORMANCE BOND

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligation thereunder, the Surety may promptly remedy the default, or shall promptly

- 1) Complete the Contract in accordance with its terms and conditions, or
- 2) Obtain a bid or bids for completing the Contract in accordance with its term and conditions, and upon determination by Surety of the lowest responsible bidder, or if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as work progresses (even though there should be a default or a succession of defaults

under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.


No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

Signed and sealed this **29th** day of **September, 2016**.

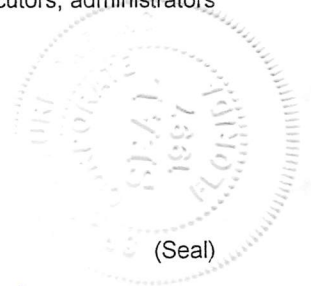


(Witness)

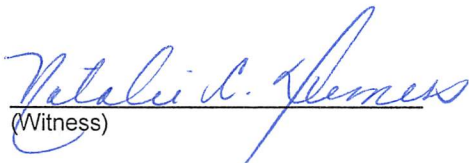
Sports Turf One, Inc.
(Principal)



(Title)



(Seal)

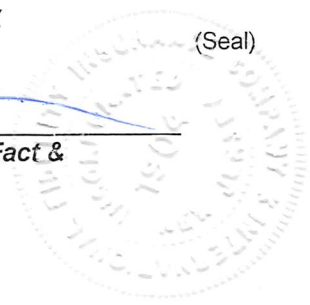


(Witness)

International Fidelity Insurance Company
(Surety)



(Title) **Laura D. Mosholder, Attorney-In-Fact &
Florida Resident Agent
Inquiries: 407 330 3990**



(Seal)

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

PUBLIC WORKS BOND

In compliance with Florida Statutes 255.05 (2) (10)

PAYMENT BOND

BOND NO: SEIFSU0694218

Contractor Name: Sports Turf One, Inc.
Address: 9819 State Road 7
Boynton Beach, Florida 33472
Phone No: 561-375-7808

Surety Company: International Fidelity Insurance Company
Surety Address: One Newark Center, 20th Floor
Newark, New Jersey 07102-5207
Surety Phone No: (973) 624-7200

Owner Name: City of Doral
Address: 8401 NW 53rd Terrace
Doral, Florida 33166
Phone No: 305-593-6725

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

Project Name: Replacement of Synthetic Turf Fields at Morgan Levy Park,
RFP#2015-37, Doral, Florida

Project Location: Miami-Dade, Florida

Legal Description: Replacement of Synthetic Turf Fields at Morgan Levy Park,
RFP#2015-37, Doral, Miami-Dade County, Florida

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A311

Labor and Material Payment Bond

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT

Bond Number: SEIFSU0694218

KNOW ALL MEN BY THESE PRESENTS: that

(Here insert full name and address or legal title of contractor)

Sports Turf One, Inc., 9819 State Road 7, Boynton Beach, Florida 33472

As Principal, hereinafter called Contractor, and,

(Here insert full name and address or legal title of Surety)

International Fidelity Insurance Company, One Newark Center, 20th Floor, Newark, NJ 07102

As Surety, hereinafter called Surety, are held and firmly bound unto

(Here insert full name and address or legal title of Owner)

City of Doral, 8401 NW 53rd Terrace, Doral, Florida 33166

As Obligee, hereinafter called Owner, in the amount of:

Nine Hundred Thirty Two Thousand Four Hundred Seventy and 00/100 Dollars (\$932,470.00),

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Contractor has by written agreement dated July 7, 2016, entered into a contract with Owner for
(Here insert full name, address and description of project)

Replacement of Synthetic Turf Fields at Morgan Levy Park, RFP#2015-37

in accordance with Drawings and Specifications prepared by

(Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

LABOR AND MATERIAL PAYMENT BOND

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. Claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial

accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which Principal ceased work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, and not elsewhere.

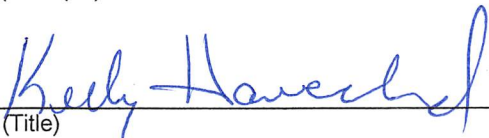
4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanic's liens, which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

THE PROVISIONS AND LIMITATIONS OF SECTION 255.05 FLORIDA STATUTES, INCLUDING BUT NOT LIMITED TO THE NOTICE AND TIME LIMITATIONS IN SECTIONS 255.05(2) AND 255.05(10), ARE INCORPORATED IN THIS BOND BY REFERENCE.

Signed and sealed this **29th** day of **September**, 2016.

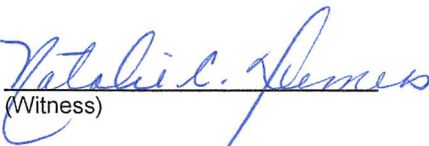

(Witness)

Sports Turf One, Inc.
(Principal)

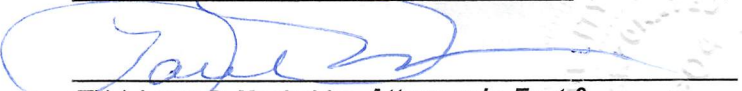

(Title)

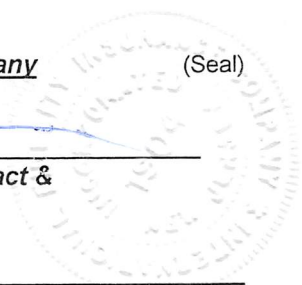


(Seal)


(Witness)

International Fidelity Insurance Company


(Title) **Laura D. Mosholder, Attorney-In-Fact & Florida Resident Agent**
Inquiries: (407) 330-3990



(Seal)

POWER OF ATTORNEY

INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY a corporation organized and existing under the laws of the State of New Jersey, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

LAURA D. MOSHOLDER, EDWARD M. CLARK

Sanford, FL.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

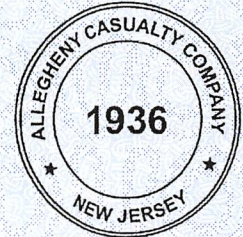
"RESOLVED, that (1) the President, Vice President, Chief Executive Officer or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 31st day of December, 2015.



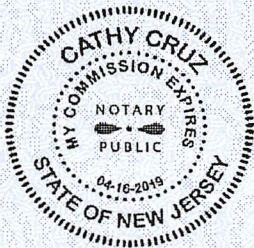
STATE OF NEW JERSEY
County of Essex

ROBERT W. MINSTER
Chief Executive Officer (International Fidelity Insurance Company) and President (Allegheny Casualty Company)



On this 31st day of December 2015, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires April 16, 2019

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 29th day of September, 2016.

MARIA BRANCO, Assistant Secretary