

**RESOLUTION NO. 18-05-42**

**A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA RATIFYING AND APPROVING AN AGREEMENT BETWEEN THE VILLAGE AND AERATION TECHNOLOGIES, INC. FOR RESURFACING OF THE ATHLETIC FIELDS WITHIN FOUNDERS PARK; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE PROFESSIONAL SERVICES AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, Islamorada, Village of Islands (the “Village”) prepared and advertised a Request for Proposals (“RFP”) for Resurfacing the Athletic Fields within Founders Park, (RFP-18-09); and

**WHEREAS**, the Village Manager received quotes in response to RFP 18-09 and a Village evaluation committee (the “Committee”) consisting of Village staff conducted a review process and provided rankings of the proposals to the Village Manager and the Village Council for approval; and

**WHEREAS**, on March 27, 2018, the Village Council adopted Resolution 18-03-28 thereby approving the selection of Aeration Technologies, Inc. for the services set forth in RFP 18-09; and

**WHEREAS**, the Village Council has determined that approval of the Agreement and restoration of the athletic fields is in the best interest of the Village and its residents.

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** The above recitals are true and correct and incorporated into this Resolution by this reference.

**Section 2. Ratification and Approval of Agreement.** The Village Council of Islamorada Village of Islands, hereby approves the Agreement with Aeration Technologies, Inc. for resurface the athletic fields pursuant to RFP 18-09, copy of which is attached as Exhibit "A", together with such non-material changes as may be acceptable to the Village Manager and approved as to form and legality by the Village Attorney, effective retroactive to April 9, 2018.

**Section 3. Authorization of Village Officials.** The Village Manager and/or his designee and the Village Attorney are authorized to take all actions necessary to implement the terms and conditions of the Agreement.

**Section 4. Authorization of Fund Expenditure.** Notwithstanding the limitations imposed upon the Village Manager pursuant to the Village's Purchasing Procedures Ordinance, the Village Manager is authorized to expend budgeted funds to implement the terms and conditions of the Agreement.

**Section 5. Execution of Agreement.** The Village Manager is authorized to execute the Agreement on behalf of the Village, to execute any required agreement and/or document to implement the terms and conditions of the Agreement and to execute any extension and/or amendment to the Agreement, subject to the approval as to form and legality by the Village Attorney.

**Section 6. Effective Date.** This Resolution shall take effect immediately upon adoption.

Motion to adopt by Vice Mayor Deb Gillis, second by Councilman Mike Forster.

**FINAL VOTE AT ADOPTION**

**VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS**

Mayor Chris Sante	YES
Vice Mayor Deb Gillis	YES
Councilman Mike Forster	YES
Councilwoman Cheryl Meads	YES
Councilman Jim Mooney	YES

**PASSED AND ADOPTED THIS 24<sup>th</sup> DAY OF MAY, 2018.**



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CHRIS SANTE, MAYOR

ATTEST:



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KELLY J. TOTH, VILLAGE CLERK

APPROVED AS TO FORM AND LEGALITY  
FOR THE USE AND BENEFIT OF ISLAMORADA,  
VILLAGE OF ISLANDS ONLY



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ROGET V. BRYAN, VILLAGE ATTORNEY

**AGREEMENT**

THIS IS AN AGREEMENT, dated the 24 day of May, 2018, between:

ISLAMORADA, VILLAGE OF ISLANDS  
a Florida municipal corporation, hereinafter "VILLAGE,"

and

AERATION TECHNOLOGY, INC.  
a for profit corporation, authorized to do business in the State of  
Florida, hereinafter "CONTRACTOR."

**WITNESSETH:**

In consideration of the mutual terms and condition, promises, covenants, and payments hereinafter set forth, VILLAGE and CONTRACTOR agree as follows:

**ARTICLE 1**  
**PREAMBLE**

In order to establish the background, context and form of reference for this Agreement and to generally express the objectives, and intentions, of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 The VILLAGE is in need of an independent contractor to provide necessary expertise, personnel, tools, materials, equipment, transportation, supervision and overall services to restore the athletic fields located within Founders Park.

1.2 On March 23, 2018, the VILLAGE received a proposal from CONTRACTOR for the Resurfacing the Athletic Fields and other related services (the "Services") within Founders Park pursuant to Village Request for Proposals 18-09.

1.3 On March 27, 2018, the Village Council adopted Resolution No. 18-03-28, thereby selecting CONTRACTOR as the recommended firm for the requested Services.

1.4 VILLAGE and CONTRACTOR desire to enter into an Agreement for the provision of the Services as set forth herein.

1.5 The Village Manager is authorized to execute an agreement with CONTRACTOR for services related to the scope of work set forth in the Proposal attached hereto as Exhibit "A" and as more particularly described herein.

ARTICLE 2  
SCOPE OF WORK

2.1 The CONTRACTOR shall furnish all of the materials, tools, supplies, and labor necessary to perform all of the work described in the Proposal, a copy of which is attached hereto and specifically made a part of this Agreement as Exhibit "A".

2.2 CONTRACTOR hereby represents to VILLAGE, with full knowledge that VILLAGE is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, experience and manpower to perform the services to be provided by CONTRACTOR pursuant to the terms of this Agreement.

2.3 CONTRACTOR assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with applicable recognized professional standards. If within twelve (12) months following completion of its services, such services fail to meet the aforesaid standards, and the VILLAGE promptly advises CONTRACTOR thereof in writing, CONTRACTOR agrees to re-perform such deficient services without charge to the VILLAGE.

2.4 None of the work or services under this contract shall be subcontracted beyond that shown on List of Major Sub-contractors submitted to the VILLAGE by CONTRACTOR, unless CONTRACTOR obtains prior written consent from the VILLAGE. Approved subcontractors shall be subject to each provision of this contract and CONTRACTOR shall be responsible and indemnify the VILLAGE for all subcontractors' acts, errors or omissions.

ARTICLE 3  
TIME FOR COMPLETION

3.1 The CONTRACTOR shall commence work as directed by VILLAGE and in accordance with a project implementation timeline to be provided to CONTRACTOR by the VILLAGE. CONTRACTOR shall complete all work in a timely manner in accordance with the project timeline and as stated in Exhibit "A" to this Agreement.

3.2 This Agreement shall commence on the date this Agreement is fully executed by all parties.

3.3 Anything to the contrary notwithstanding, minor adjustment to the timetable for completion approved by VILLAGE in advance, in writing, will not constitute a delay by CONTRACTOR. Furthermore, a delay due to an Act of God, fire, lockout, strike or labor dispute, riot or civil commotion, act of public enemy or other cause beyond the control of CONTRACTOR shall extend this Agreement for a period equal to such delay and during this period such delay shall not constitute a delay by CONTRACTOR for which liquidated damages are due.

ARTICLE 4  
CONTRACT SUM

4.1 The VILLAGE hereby agrees to pay CONTRACTOR for the faithful performance of this Agreement, for work completed in accordance with the Proposal attached hereto as Exhibit "A", and as directed by VILLAGE. Prices for work completed by the CONTRACTOR shall be as reflected in CONTRACTOR's Proposal attached hereto and made a part hereof as Exhibit "A". A total contact price hereto is referred to as Contract Sum and shall not exceed **Three Hundred Five Thousand Dollars (\$305,000.00)**.

4.2 The VILLAGE will make payments to CONTRACTOR for completed and proper work and in the amounts stated in Exhibit "A".

4.3 The CONTRACTOR shall guarantee all portions of the Project against poor workmanship and faulty materials for a period of twelve (12) months after final payment and shall immediately correct any defects which may appear during this period upon notification by VILLAGE.

4.4 The making and acceptance of the final payment shall constitute a waiver of all claims by the CONTRACTOR other than those arising from requirements of the specifications.

4.5 CONTRACTOR is prohibited from placing a lien on the Village's property. This prohibition applies to; *inter alia*, all sub-CONTRACTORS and subcontractors, suppliers and laborers.

ARTICLE 5  
CONTRACTOR'S LIABILITY INSURANCE

5.1 The CONTRACTOR shall not commence work under this contract until he has obtained all insurance required under this paragraph and such insurance has been approved by the VILLAGE nor shall the CONTRACTOR allow any Subcontractor to commence work on his subcontract until all similar such insurance required of the subcontractor has been obtained and approved.

5.2 Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the Village prior to the commencement of the work. These Certificates shall contain a provision that coverage afforded under these policies will not be canceled until at least thirty (30) days prior written notice has been given to the VILLAGE. Policies shall be issued by companies authorized to do business under the laws of the State of Florida.

5.3 Financial Ratings must be no less than "A" in the latest edition of "Bests Key Rating Guide", published by A.M. Best Guide.

5.4 Insurance shall be in force until all work required to be performed under the terms of the Contract is satisfactorily completed as evidenced by the formal acceptance by the

VILLAGE. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this contract, then in that event, the CONTRACTOR shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the contract and extension thereunder is in effect. The CONTRACTOR shall not continue to work pursuant to this contract unless all required insurance remains in full force and effect.

5.5 Comprehensive General Liability insurance to cover liability bodily injury and property damage. Exposures to be covered are: premises, operations, products/completed operations, and certain contracts. Coverage must be written on an occurrence basis, with the following limits of liability:

- a) Workers' Compensation Insurance – as required by law;
- b) Comprehensive General Liability Insurance - \$1,000,000 per occurrence;
- c) Automobile Liability Insurance - \$1,000,000 per occurrence, \$1,000,000 per Accident for bodily injury and \$1,000,000 per accident for property damage.

5.6 The CONTRACTOR shall hold the VILLAGE, its agents, and employees, harmless on account of claims for damages to persons, property or premises arising out of CONTRACTOR's negligent operations in completing this Agreement and name the VILLAGE as an additional insured under their policy.

5.7 The VILLAGE reserves the right to require any other insurance coverage it deems necessary depending upon the exposures.

## ARTICLE 6 PROTECTION OF PROPERTY

6.1 At all times during the performance of this Contract, the CONTRACTOR shall protect the VILLAGE's property and properties adjoining the Project site from all damage whatsoever on account of the work being carried on pursuant to this Agreement.

## ARTICLE 7 CONTRACTOR'S INDEMNIFICATION

7.1 The CONTRACTOR agrees to release the VILLAGE from and against any and all liability and responsibility in connection with the above-mentioned matters. The CONTRACTOR further agrees not to sue or seek any money or damages from VILLAGE in connection with the above-mentioned matters, except in the event that the VILLAGE fails to pay to CONTRACTOR the fees and costs as provided for in Article 4 herein.

7.2 The CONTRACTOR agrees to indemnify and hold harmless the VILLAGE, its trustees, elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, or causes of action of whatsoever kind or nature, and the resulting losses,

costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or decrees, sustained by the VILLAGE or any third party arising out of, or by reason of, or resulting from the CONTRACTOR's negligent acts, errors, or omissions.

7.3 If a court of competent jurisdiction holds the Village liable for certain tortious acts of its agents, officers, or employees, such liability shall be limited to the extent and limit provided in 768.28, Florida Statutes. This provision shall not be construed as a waiver of any right or defense that the Village may possess. The Village specifically reserves all rights as against any and all claims that may be brought.

## ARTICLE 8 INDEPENDENT CONTRACTOR

8.1 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONTRACTOR is an independent contractor under this Agreement and not the VILLAGE's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONTRACTOR's activities and responsibilities hereunder provided. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the VILLAGE and the VILLAGE will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

## ARTICLE 9 PERFORMANCE BOND

9.1 No performance bond shall be required under this Agreement.

## ARTICLE 10 CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

10.1 The VILLAGE or CONTRACTOR may request changes that would increase, decrease or otherwise modify the Scope of Services/Basic Services to be provided under this Agreement as described in Article 2 of this Agreement. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the VILLAGE and must be contained in a written amendment, executed by the parties hereto, with the same formality and with equality and dignity prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work. Each amendment shall at a minimum include the following information on each project:

## FOUNDERS PARK ATHLETIC FIELD

10.2 In no event will the CONTRACTOR be compensated for any work which has not been described in a separate written agreement executed by the parties hereto.

### ARTICLE 11 TERM AND TERMINATION

11.1 This Agreement may be terminated by either party for cause, or the VILLAGE for convenience, upon ten (10) days written notice by the VILLAGE to CONTRACTOR in which event the CONTRACTOR shall be paid its compensation for services performed to termination date. In the event that the CONTRACTOR abandons this Agreement or causes it to be terminated, he shall indemnify the VILLAGE against any loss pertaining to this termination up to a maximum of the full contracted fee amount. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONTRACTOR shall become the property of VILLAGE and shall be delivered by CONTRACTOR to VILLAGE.

11.2 This Agreement shall take effect as of the date of execution as shown herein below and continue for such time as is contemplated by the VILLAGE.

### ARTICLE 12 CONTRACT DOCUMENTS

12.1 CONTRACTOR and VILLAGE hereby agree that the following Specification and Contract Documents, which are attached hereto and made a part thereof, are fully incorporated herein and made a part of this Agreement, as if written herein word for word: this Agreement; VILLAGE RFP 18-09; CONTRACTOR's Proposal for Resurfacing the Athletic Fields in response to RFP 18-09, including to provide necessary expertise, personnel, tools, materials, equipment, transportation, supervision and overall services and other services as set forth in and made a part of this Agreement as Exhibit "A"; and all other exhibits thereto.

### ARTICLE 13 MISCELLANEOUS

13.1 Legal Representation. It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply due to the joint contribution of both parties.

13.2 Assignments. This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of VILLAGE. For purposes of this Agreement, any change of

ownership of CONTRACTOR shall constitute an assignment which requires VILLAGE approval. However, this Agreement shall run to the VILLAGE and its successors and assigns.

**13.3 Records.** CONTRACTOR shall keep books and records and require any and all subcontractors to keep books and records as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed, if applicable. Such books and records will be available at all reasonable times for examination and audit by VILLAGE and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by VILLAGE of any fees or expenses based upon such entries.

VILLAGE is a public agency subject to Chapter 119, Florida Statutes. To the extent that CONTRACTOR is acting on behalf of VILLAGE pursuant to Section 119.0701, Florida Statutes, CONTRACTOR shall:

- a. Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained by VILLAGE were VILLAGE performing the services under this agreement;
- b. Provide the public with access to such public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- d. Meet all requirements for retaining public records and transfer to VILLAGE, at no cost, all public records in possession of the CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the VILLAGE.

**13.4 Ownership of Documents.** Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of Village.

**13.5 No Contingent Fees.** CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the VILLAGE shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

13.6 Notice. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the CONTRACTOR and the VILLAGE designate the following as the respective places for giving of notice:

**VILLAGE:** Seth Lawless, Village Manager  
Village Administration Center  
Islamorada, Village of Islands  
86800 Overseas Highway  
Islamorada, Florida 33036

Copy To: Roget V. Bryan, Village Attorney  
Islamorada, Village of Islands  
86800 Overseas Highway  
Islamorada, Florida 33036

CONTRACTOR: Attn: Stephen Shea  
Aeration Technology, Inc.  
202 Cidy Road  
Tavernier, Florida 33070

13.7 **Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

13.8 Exhibits. Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

13.9 Headings. Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

13.10 **Severability**. If any provision of this Agreement or application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

13.11 Governing Law. This Agreement shall be governed by the laws of the State of Florida with venue lying in Monroe County, Florida.

13.12 Disputes. Any claim, objection, or dispute arising out of the terms of this Agreement shall be litigated in the Sixteenth Judicial Circuit Court in and for Monroe County.

13.13 Attorney's Fees. To the extent authorized by law, in the event that either party brings suit for enforcement of this Agreement, the prevailing party shall be entitled to attorney's fees and court costs in addition to any other remedy afforded by law.

13.14 Extent of Agreement. This Agreement together with Contract Documents, attached as an Exhibit hereto, as amended herein above represents the entire and integrated agreement between the VILLAGE and the CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.

13.15 Waiver. Failure of the VILLAGE to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be construed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.

**(This space intentionally left blank)**

IN WITNESS WHEREOF, the parties have executed this Agreement on the respective dates under each signature: The VILLAGE, signing by and through its Village Manager, attested to by its Village Clerk, duly authorized to execute same, and by CONTRACTOR, by and through its President, duly authorized officer to execute same.

**VILLAGE**

ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

By: Seth Lawless  
Seth Lawless, Village Manager

AUTHENTICATION:

Kelly S. Toth  
Kelly Toth, Village Clerk

(SEAL)



APPROVED AS TO FORM AND LEGALITY  
FOR THE USE AND BENEFIT OF ISLAMORADA,  
VILLAGE OF ISLANDS, FLORIDA, ONLY

Roger V. Bryan  
Roger V. Bryan, Village Attorney

CONTRACTOR

WITNESSES:

Tom White  
Tom White

BY: Stephen Shea  
Stephen Shea  
On behalf of Aeration Technology, Inc.

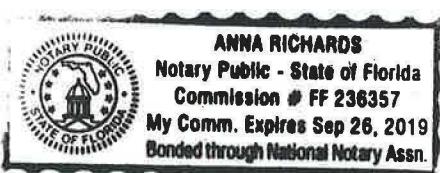
ATTEST:

SECRETARY

STATE OF Florida)  
COUNTY OF Monroe

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Stephen Shea P, of Aeration Tech, a Florida corporation, and acknowledged executed the foregoing Agreement as the proper official of personally known, for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 2 day of May 2018.



My Commission Expires:

Tom White  
NOTARY PUBLIC

See attached document for Exhibit "A"

**Proposal from Aeration Technology, Inc.**

**AERATION TECHNOLOGY INC.  
202 CIDY RD./PO BOX 9265  
TAVERNIER, FL. 33070  
(954)529-5548**

Islamorada, Village of Islands  
Attn: Village Clerk  
86800 Overseas Hwy. 3<sup>rd</sup> floor  
Islamorada, Fl. 33036

RE: RFP18-09, Resurfacing the Athletic Field at Founders Park

Aeration Technology, Inc provides many services within the sports turf area. Our expertise is in providing from construction to continual maintenance on golf courses, polo fields, athletic fields, residential homes as well as many municipalities in the South Florida area.

We have been performing these services in Florida for over 20 years, our home is located in Islamorada. We have a shop in Ft. Lauderdale and travel from West to East coast to central Florida throughout the year.

It would be our pleasure to complete this project in Islamorada, as my son played all the sports growing up on those fields.

Sincerely,

Stephen M. Shea  
President  
Aeration Techology, Inc.

**AERATION TECHNOLOGY INC.**  
**202 CIDY RD./PO BOX 9265**  
**TAVERNIER, FL. 33070**  
**(954)529-5548**

**COMPANY OVERVIEW:**

Aeration Technology Inc's main office is located in Islamorada, Village of Islands. We also have an office/shop located in Ft. Lauderdale. Below is a list of specific employees that would be involved in this project.

- Stephen Shea, President/Founder. I received my Associates degree at Worcester Institute of Technology. I perform all day to day operations on all job sites including operations of equipment in addition to the management of the company. I have over 20 years experience in this field.
- Micheal Shea, VP. Michael is currently attending Indian River State College and will earn his dgree in Sports Turf in 2019. Michael has been working for 4 years as an equipment operator and was promoted to supervisor 2 years ago.
- Steven Nedrosick, shop manager/supervisor. Steve has 15 years experience with Aeration Technology, Inc. He manages all maintenance, repairs and scheduling at the shop as well as supervises at job sites.
- Kenny Kniaz, Field Supervisor/certified golf course superintendant. Kenny assists and collaborates job expectations and implementation before going to job sites.
- Anna Richards, secretary/bookkeeper. Anna will coordinate all paperwork handling, insurance and billing.

Insurance certificates to be provided by:  
Randall Iten Ins. Agency – liability policy  
State Farm Ins. – auto policy  
The Hartford – workers comp. policy

AERATION TECHNOLOGY INC.  
202 CIDY RD./PO BOX 9265  
TAVERNIER, FL. 33070  
(954)529-5548

**Fee Breakdown:**

1. Irrigation – Assessment of existing irrigation system to determine necessary repairs – all repairs will be charged separately based on time and materials. **\$2000.00**
2. (a) Apply herbicide – Village staff will apply herbicide on existing turf to ensure all vegetation is dead.
- 2b. Resurfacing – rototill dead vegetation into existing sub soil.  
Drop irrigation heads **\$12,000.00**
3. Soil and Fine Grading – Incorporate 50 loads of D.O.T. sand mix, fine grade to 1"+/- of established grade to insure proper service drainage min 1% slope to Existing swales, reinstall irrigation heads and level to expected sod height **\$69,0000.00**
4. Sod installation – install approximate 208,000 sq. ft. of certified Tifway 419 big roll sod, Adjust irrigation heads **\$138,000.00**
5. Roll, topdress and fertilize – roll new sod, topdress new sod with 48 tons of 1/8" silica sand, apply fertilizer. **\$14,000.00**

**TOTAL** **\$235,000.00**

*Option 1: -\$19,000 if change to celebration sod*

**TOTAL** **\$216,000.00**

**Option 2:**

Rootzone mix –

Additional cost sod and 1" of rootzone material removed and replaced with 65 loads of course DOT sand which would be tilled with remaining root zone material.

- (1) Strip sod and haul \$36,000.00
- (2) Sand delivery and spreading \$52,000.00
- (3) Till sand with existing soil \$6,000.00

**TOTAL ADDITIONAL COST \$94,000.00**

AERATION TECHNOLOGY INC.  
202 CIDY RD./PO BOX 9265  
TAVERNIER, FL. 33070  
(954)529-5548

**Project Timeline:**

- Irrigation assessment 1 day
- Rototilling of existing soil 3 days
- Spread & laser level 50 loads of specified fill to meet specific grades and slopes 5 days
- Roll big roll sod over 208,000sq. ft. 4 days
- Roll, Topdress & fertilize field 4 days

All work to be completed within 30 days of executed contract.

AERATION TECHNOLOGY INC.  
202 CIDY RD./PO BOX 9265  
TAVERNIER, FL. 33070  
(954)529-5548

**Field Maintenance**

Mowing – The field should be mowed with a reel type mower, the reels of the mower should be sharp so to cut even at all times. Field should be mowed once a week during the months of November thru April and twice a week during May thru October.

Weed control – weeds should be sprayed with each mowing

Fire ant control – fire ant control as needed following all label recommendations.

Pesticide application – Shall apply top choice or approved equal to athletic field once per year and two applications of othone TTO (or approved equal)

Fertilization – increase fertilizer to 6-8 weeks two applications of Ron Star per year, one in February and one in September using 15-3-15, containing a slow release material or approved equal all ext. should be slow release.

Turf repair – this should be done monthly

Aeration and Verticutting – athletic field should be airfield and verticut 3 times per year



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/30/2018

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

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

PRODUCER Randall Iten Insurance Agency, 5905 S University Drive Davie, FL 33328 Louis Randall Iten	954-680-0360	CONTACT <b>Stephanie Partik</b> NAME: PHONE: <b>954-680-0360</b> (A/C, No, Ext): <b>954-680-0876</b> (A/C, No): E-MAIL: <b>spartik@itenagency.com</b> ADDRESS:
INSURED Aeration Technology, Inc. PO Box 9625 Tavernier, FL 33070	INSURER(S) AFFORDING COVERAGE <b>INSURER A:</b> Arch Specialty Insurance Co	
	NAIC #	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<b>A</b>	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		<b>CS17005635-01</b>	<b>08/02/2017</b>	<b>08/02/2018</b>	EACH OCCURRENCE \$ <b>1,000,000</b>
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b>
	OTHER:					MED EXP (Any one person) \$ <b>5,000</b>
	AUTOMOBILE LIABILITY  ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					PERSONAL & ADV INJURY \$ <b>1,000,000</b>
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					GENERAL AGGREGATE \$ <b>2,000,000</b>
DED <input type="checkbox"/> RETENTION \$	PRODUCTS - COMP/OP AGG \$ <b>1,000,000</b>					
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY  ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	PER STATUTE \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	OTHER \$			

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

## CERTIFICATE HOLDER

## CANCELLATION

ISLAM-2  Islamorada, Village of Islands Attn: Village Clerk 86800 Overseas Highway 3rd FL Islamorada, FL 33036	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Randy Iten</i>

**AERATION TECHNOLOGY INC.**  
**202 CIDY RD./PO BOX 9265**  
**TAVERNIER, FL. 33070**  
**(954)529-5548**

**Project Examples/references:**

1. City of Coral Gables (Coral Gables Youth Center)  
\*Strip all sod 3" in depth, till at 4" depth two directions  
Add 200 loads of 80:20 mix and till in to existing soil, laser grade to Specified grade, replace with celebration Bermuda grass
2. University of Miami (Football Practice Facility)  
\*strip all sod from practice field (3 acres)  
\*till and grade to specified grade  
\*install of 419 Bermuda Grass
3. Card Sound Golf Course  
\*strip all sod from fairways  
\*aeration and verticut of all 35 acres  
\*install celebration turf grass
4. Ocean Reef Golf Club (Hammock Course)  
\*roundup of all sod over 52 acres  
\*aeration and verticut of all fairways and rough  
\*install celebration turf grass

**Project Approach:**

1. All turf will be tilled to existing subsoil to allow for grading.
2. 50 loads of 80/20 mix will be spread over field to meet grade and slope.
3. All certified 419 Bermuda will be rolled out over approximately 208,000 sq. ft. area.
4. After sod is placed, a 3 ton roller will be used to roll out sod.
5. 48 tons of Silica sand will be used to topdress 4.77 acres. fertilizer will be applied after topdressing.

**2018 FLORIDA PROFIT CORPORATION ANNUAL REPORT**

DOCUMENT# P00000008675

**Entity Name:** AERATION TECHNOLOGY, INC.**Current Principal Place of Business:**202 CIDY RD.  
TAVERNIER, FL 33070**Current Mailing Address:**P.O. BOX 9265  
TAVERNIER, FL 33070 US**FEI Number: 65-0981033****Certificate of Status Desired:** No**Name and Address of Current Registered Agent:**SHEA, STEPHEN  
202 CIDY RD  
TAVERNIER, FL 33070 US*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.***SIGNATURE:**

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Electronic Signature of Registered Agent

Date

**Officer/Director Detail :**

Title	P	Title	VP
Name	SHEA, STEPHEN M	Name	SHEA, STEPHEN M
Address	PO BOX 9265	Address	PO BOX 9265
City-State-Zip:	TAVERNIER FL 33070	City-State-Zip:	TAVERNIER FL 33070
Title	T	Title	D
Name	SHEA, STEPHEN M	Name	SHEA, STEPHEN M
Address	PO BOX 9265	Address	PO BOX 9265
City-State-Zip:	TAVERNIER FL 33070	City-State-Zip:	TAVERNIER FL 33070
Title	SECRETARY		
Name	RICHARDS, ANNA		
Address	P.O. BOX 9265		
City-State-Zip:	TAVERNIER FL 33070		

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

**SIGNATURE: STEPHEN SHEA**

MGR

01/20/2018

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Electronic Signature of Signing Officer/Director Detail

Date