



## CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		12/07/2010		
Department:		Parks and Recreation		
Department Head		Amy Fortenberry		
Agenda Coordinator (include phone #): <b>Susan Berger (7255)</b>				
<b>CAPTION</b>				
To approve a contract for the purchase of installation of infield conditioner for baseball/softball fields at Enfield Park, Carpenter Park and the Youth Ball Park for the Parks and Recreation Department in the amount of \$83,982 from MasterTurf Products and Service, Inc. through an existing contract or agreement with BuyBoard, and authorizing the City manager to execute all necessary documents. (BuyBoard Contract 292-08).				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: <b>2010-11</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	62,486	1,166,514	300,000	<b>1,529,000</b>
Encumbered/Expended Amount	-62,486	-37,417	0	<b>-99,903</b>
This Item	0	-83,982	0	<b>-83,982</b>
BALANCE	0	1,045,115	300,000	<b>1,345,115</b>
<b>FUND(S):     CAPITAL RESERVE</b>				
<p><b>COMMENTS:</b> Funds are included in the 2010-11 Capital Reserve Fund. This item, in the amount of \$83,982, will leave a current year balance of \$1,045,115 for the Athletic Field Renovations project.</p> <p>STRATEGIC PLAN GOAL: Athletic Field Renovations relate to the City's Goal of Great Neighborhoods - 1st Choice to Live.</p>				
<b>SUMMARY OF ITEM</b>				
<p>Staff recommends approval of the purchase and installation of infield conditioner at Enfield Park fields 1, 2, &amp; 3, Carpenter Park fields 5 &amp; 6, and the Youth Ball Park from MasterTurf Products and Service, Inc. in the amount of \$83,982. This product has been in use for several years on numerous fields in the City. It has proven to be superior to traditional clay products. Fields can be quickly returned to service after rain. Pricing was obtained through BuyBoard Contract 292-08.</p> <p>MasterTurf Products and Service, Inc. has successfully completed several projects for the City in the past.</p> <p>The City is authorized to purchase from the State Contract list pursuant to Section 271 Subchapter D of the Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items. (BuyBoard Contract 292-08).</p>				



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

List of Supporting Documents: Memorandum Construction Agreement	Other Departments, Boards, Commissions or Agencies



## **MEMORANDUM**

**DATE:** November 12, 2010

**TO:** Diane Palmer-Boeck, Purchasing Department

**FROM:** Kevin Murray, Parks & Recreation Department *KM*

**SUBJECT:** MASTERTURF PRODUCTS AND SERVICE, INC. AGENDA ITEM

After a review of several vendors on BuyBoard, staff of the Parks and Recreation Department determined that MasterTurf offers the best value to the City. It was determined that the product supplied by two other potential vendors on the BuyBoard contract (BWI and Texas Multi-Chem, Inc.) do not meet the city standard for infield material.

MasterTurf is the Parks and Recreation Department's standard infield mix for new construction and for infield renovations . It has been installed on 44 of the city's 71 ball fields to date. Parks and Recreation has used many other infield products over the years including the products supplied by other BuyBoard vendors, but none of them has approached the performance received from MasterTurf. The fields are playable much faster after rain, resulting in fewer rainouts and higher customer (citizen) satisfaction. The product doesn't blow or break down like clay which results in facilities that are cleaner and easier to maintain. Other infield mixes must be replenished more often due to issues of wear and tear coupled with wind erosion. MasterTurf provides a high quality playing surface with minimal effort in comparison to clay-based products resulting in labor efficiencies. Customer satisfaction by leagues and tournaments with the playing surface has also been very high. In addition, the product is professionally installed and laser-graded while products from the other vendors must be installed by Athletic staff, or by a contractor.

Case in point... Parks and Recreation began using MasterTurf in 2003 as a test on a problem field. The field was oriented so that the home plate area was very slow to dry; many times the rest of the field was perfectly dry, but the area around home plate would be unplayable due to wet conditions. MasterTurf solved that problem when use of other products like Turface and Diamond Pro did not without also requiring labor assistance; in fact, the introduction of MasterTurf worked so well on that field it would become the only playable field after a rain event, a worst-to-first turn around.

Due to the success of the test field, MasterTurf was installed on the remainder of the fields at that complex, and it became the only playable complex in Plano and the region after a rain event. As other fields and complexes have been installed or converted with MasterTurf, the same results have been the same. For these reasons, the Parks staff recommend using MasterTurf through BuyBoard Contract 292-08.

**CONSTRUCTION AGREEMENT/JOB ORDER**  
**BY AND BETWEEN CITY OF PLANO AND**  
**MASTERTURF PRODUCTS AND SERVICE, INC.**  
**FOR STANDARD INFIELD MIX FOR NEW CONSTRUCTION AND FOR**  
**INFIELD RENOVATIONS**

**THIS CONSTRUCTION AGREEMENT/JOB ORDER** is made and entered into by and between **MASTERTURF PRODUCTS AND SERVICE, INC.**, a Texas corporation (hereinafter referred to as "Contractor"), and the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation (hereinafter referred to as "City"), to be effective from and after the date hereinafter provided.

For and in consideration of the covenants and agreements contained herein, and for the mutual benefits to be obtained hereby, the parties hereto agree as follows:

**I. CONTRACT DOCUMENTS**

The parties agree that the Contract Documents shall consist of the following:

1. This written Construction Agreement/Job Order;
2. Vendor Contract Between **MASTERTURF PRODUCTS AND SERVICE, INC.** and BuyBoard with BuyBoard Contract No. 292-08, a copy of which is on file in the Purchasing Department;
3. The Contractor's Delivery Order, Proposal and Work Plan attached as Exhibit "A";
4. Insurance Requirements as Exhibit "B";
5. The City of Plano's Standard Construction Details (which is on file in the City of Plano's Engineering Department);
6. The Standard Specifications for Public Works Construction (North Central Texas Third Edition 1998) as amended and supplemented by the 1997 Edition of the City of Plano Special Provisions to said Standard Specifications, as amended (hereinafter referred to as "Plano Standard Specifications") (which is on file in the City of Plano's Engineering Department);
7. The Affidavit of No Prohibited Interest attached as Exhibit "C."

These Contract Documents form the Construction Agreement/Job Order and are a part of this Construction Agreement/Job Order as if fully set forth herein. The Contract Documents are complementary and what is called for by one shall be as

binding as if called for by all. In the event of an inconsistency in any of the provisions of the Contract Documents, the inconsistency shall be resolved by giving precedence to the Contract Documents in the order in which they are listed above.

## **II. THE WORK**

Contractor shall provide all labor, supervision, materials, and equipment necessary to perform all work required by the Contract Documents.

## **III. TIME OF COMPLETION**

Contractor agrees and covenants that all work hereunder shall be completed no later than March 1, 2011.

## **IV. INDEMNIFICATION**

**THE CONTRACTOR AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENALTIES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY CONTRACTOR'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS CONTRACT, VIOLATIONS OF LAW, OR BY ANY NEGLIGENT, GROSSLY NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, SUBCONTRACTORS, OR SUB-SUBCONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH THE CONTRACTOR IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS CONTRACT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE CITY, AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS. THE CITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.**

**CONTRACTOR AT ITS OWN EXPENSE IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE**

CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONTRACTOR SHALL RETAIN DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN THE REQUIRED TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF AND CONTRACTOR SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE CITY.

#### **V. CONTRACT SUM**

The City shall pay the Contractor in current funds for the performance of the work, subject to additions and deductions by Change Orders as provided in the Contract Documents. The contract sum shall be an amount not to exceed **EIGHTY THREE THOUSAND NINE HUNDRED EIGHTY TWO AND NO/100 DOLLARS (\$83,982.00)**.

#### **VI. PROGRESS AND FINAL PAYMENTS**

Progress and final payments shall be paid to the Contractor in accordance with the Plano Standard Specifications.

#### **VII. MAILING OF NOTICES**

Unless instructed otherwise in writing, Contractor agrees that all notices or communications to City permitted or required under this Agreement shall be addressed to City at the following address:

City of Plano  
Parks Department  
P.O. Box 860358  
Plano, TX 75086-0358  
Attn: Kevin Murray

City agrees that all notices or communications to Contractor permitted or required under this Agreement shall be addressed to Contractor at the following address:

MasterTurf Products and Service, Inc.  
8456 Emerald Circle  
North Richland Hills, TX 76180  
Attn: Stan Standridge, Jr., ~~President~~

**VICE PRESIDENT**

All notices or communications required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date such notice or communication is posted by the sending party.

### **VIII. CHOICE OF LAW; VENUE; CONTRACT INTERPRETATION**

The parties agree that the law of the State of Texas shall apply to this Agreement, and that it is performable in Collin County, Texas. Exclusive venue shall lie in Collin County, Texas. Although this Agreement is drafted by the City, should any part be in dispute, the parties agree the Agreement shall not be construed more favorably for either Party.

### **IX. ENTIRE AGREEMENT; AMENDMENTS; SUCCESSORS AND ASSIGNS**

This Construction Agreement/Job Order, including the Contract Documents listed in Paragraph I above, represents the entire and integrated agreement between City and the Contractor, and supersedes all prior negotiations, representations, or agreements, either written or oral. This Construction Agreement/Job Order may be amended only by written instrument signed by both City and Contractor. This Construction Agreement/Job Order is binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

### **X. INSURANCE AND CERTIFICATES OF INSURANCE**

Contractor shall procure and maintain for the duration of the contract insurance coverage as set forth in the Insurance Requirements marked Exhibit "B" attached hereto and incorporated herein by reference. Contractor shall provide a signed insurance certificate verifying that they have obtained the required insurance coverage prior to the effective date of this Contract.

### **XI. AFFIDAVIT OF NO PROHIBITED INTEREST**

Contractor acknowledges and represents it is aware of all applicable laws, City Charter, and City Code of Conduct regarding prohibited interests and that the existence of a prohibited interest at any time will render the Contract voidable. Contractor has

executed the Affidavit of No Prohibited Interest, attached and incorporated herein as Exhibit "C."

**XII. AUTHORITY TO SIGN**

The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto.

**XIII. EFFECTIVE DATE**

The effective date of this Construction Agreement/Job Order will be the date of approval by the City Council of the City of Plano, Texas.

**IN WITNESS WHEREOF**, the parties have executed this Construction Agreement/Job Order upon the year and date indicated beside their signatures hereto.

**MASTERTURF PRODUCTS AND SERVICE, INC.**

a Texas Corporation

DATE: 11/24/10

BY:   
Name: STAN STANDRIDGE, JR.  
Title: VICE PRESIDENT

**CITY OF PLANO, TEXAS**

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

BY: \_\_\_\_\_  
Thomas H. Muehlenbeck  
CITY MANAGER

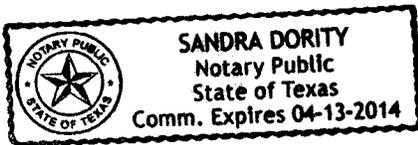
**APPROVED AS TO FORM:**

\_\_\_\_\_  
Diane C. Wetherbee  
CITY ATTORNEY

**ACKNOWLEDGMENTS**

STATE OF TEXAS           §  
  §  
COUNTY OF Collin       §

This instrument was acknowledged before me on the 24 day of November, 2010 by Stan Standridge, Jr., (Authorized representative) Vice President (Title) of **MASTERTURF PRODUCTS AND SERVICE, INC.**, a TEXAS (State) corporation, on behalf of said corporation.



  
\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS           §  
  §  
COUNTY OF COLLIN       §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by **THOMAS H. MUEHLENBECK, CITY MANAGER** of the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, on behalf of said municipal corporation.

\_\_\_\_\_  
Notary Public, State of Texas

# MasterTurf Products and Service, Inc.

8456 Emerald Cir. North Richland Hills, Tx. 76180 Office (817)514-3931 Cell (817) 929-0166 Fax (817) 605-7761

October 15, 2010

Kevin Murray  
City of Plano  
P.O. Box 860358  
Plano, Tx. 75086

Dear Kevin,

The following information is being provided as requested per our meeting and conversations, regarding the work needed for the Youth Ballpark Field, Enfield Baseball Fields (1, 2 & 3) and Carpenter Park Fields (5 & 6):

## Youth Ballpark

<u>Quantity</u>	<u>Description</u>	<u>Price</u>	<u>Extended Price</u>
360 lbs.	MasterSeal Conditioner	\$ 2.50	\$ 900.00
104 Tons	MasterSeal Infield Mix	\$ 48.60	\$ 5,054.40
104 Tons	Freight	\$ 29.40	\$ 3,057.60
50	Labor	\$ 87.50	\$ 4,375.00
1	Trip Charge	\$ 100.00	\$ 100.00
	<b>TOTAL:</b>		<b>\$ 13,487.00</b>

## Enfield 1, 2 & 3

<u>Quantity</u>	<u>Description</u>	<u>Price</u>	<u>Extended Price</u>
810 lbs.	MasterSeal Conditioner	\$ 2.50	\$ 2,025.00
190 Tons	MasterSeal Infield Mix	\$ 48.60	\$ 9,234.00
190 Tons	Freight	\$ 29.40	\$ 5,586.00
100	Labor	\$ 87.50	\$ 8,750.00
1	Trip Charge	\$ 100.00	\$ 100.00
	<b>TOTAL:</b>		<b>\$ 25,695.00</b>

## Carpenter Park 5 & 6

<u>Quantity</u>	<u>Description</u>	<u>Price</u>	<u>Extended Price</u>
1980 lbs.	MasterSeal Conditioner	\$ 2.50	\$ 4,950.00
350-375 Tons	MasterSeal Infield Mix	\$ 48.60	\$ 17,010-18,225.00
350-375 Tons	Freight	\$ 29.40	\$ 10,290-11,025.00
120	Labor	\$ 87.50	\$ 10,500.00
1	Trip Charge	\$ 100.00	\$ 100.00
<b>TOTAL:</b>			<b>\$ 42,850-44,800.00</b>

Quantity pricing is reduced in the labor cost. The normal cost per field is \$ 3,500.00 for the above required work. Therefore, the City of Plano saves \$ 2,625.00. Remember that the Labor cost also includes excavating approximately 32,000 sf of spoils and sod at Carpenter Park and Youth Ballpark combined.

**BuyBoard Contract # 292-08**

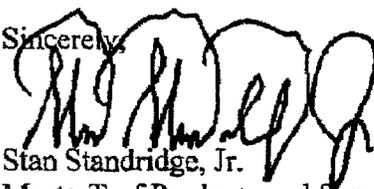
**Labor includes the following: Till-in MasterSeal Conditioner, Water Surface, Spread MasterSeal Infield Mix and Laser Grade Surface.**

Should more MasterSeal Infield Mix be needed in order to level the field properly, the cost would be the same as stated above, on a per ton basis. This is cannot be determined until we start spreading the infield mix. **You will only be billed for Infield Mix shipped, if we deliver less material then quoted above.**

**All sprinkler heads need to be marked around areas being worked on, along with entering and exiting the field.**

Should you have any questions, feel free to contact me at your convenience.

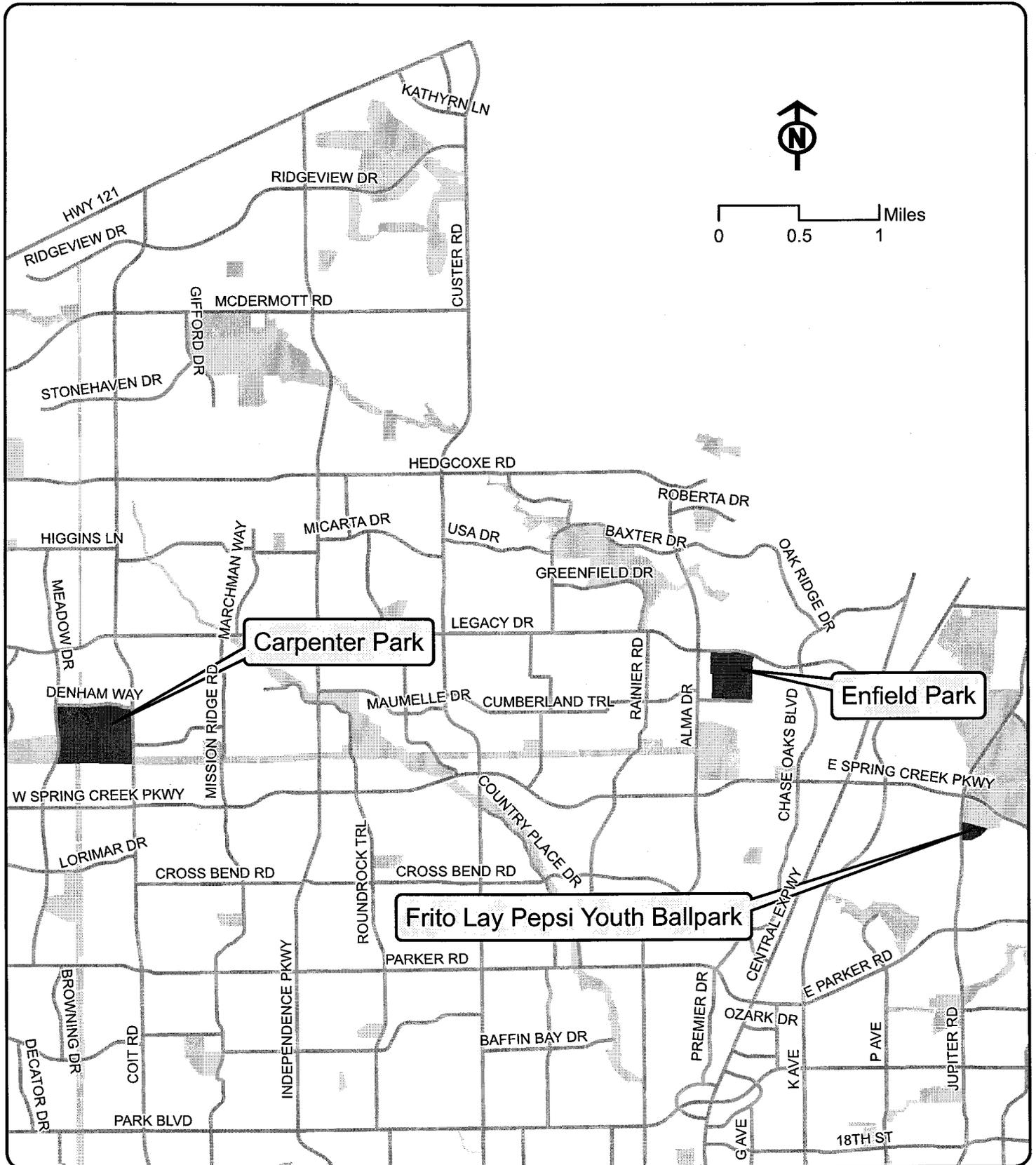
Sincerely,

  
 Stan Standridge, Jr.  
 MasterTurf Products and Service, Inc.



# Location Map

Enfield Park, Carpenter Park & Frito Lay Pepsi Youth Ballpark





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/17/2010

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

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

<b>PRODUCER</b> PORTER BRANDENBURG AGENCY 12160 Abrams Rd #107 Dallas, TX 75243	<b>CONTACT NAME:</b> Carri Rice <b>PHONE (A/C No. Ext.):</b> (972) 234-5588 <b>E-MAIL ADDRESS:</b> crice@porterbrandenburg.com	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Continental Western Co./Union Standard INSURER B: Texas Mutual Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	<b>NAIC #</b> A+
	<b>INSURED</b> Masterturf Products and Service, Inc 8456 Emerald Circle N Richland Hills, TX 76180		

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.

FORM LTR	TYPE OF INSURANCE	ADOL. INSR	SUBR. INSR	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENTL. AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC		Y	CNA9003939-29	2.12.10	2.12.11	EACH OCCURRENCE: \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence): \$100,000 MED EXP (Any operator): \$5,000 PERSONAL & ADV INJURY: \$1,000,000 GENERAL AGGREGATE: \$2,000,000 PRODUCTS - COMP/OP AGG: \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY/AUTO ALLOWED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CAA9003941-29	2.12.10	2.12.11	COMBINED SINGLE LIMIT (Ea accident): \$1,000,000 BODILY INJURY (Per person): \$ BODILY INJURY (Per accident): \$ PROPERTY DAMAGE (Per accident): \$
A	UMBRELLA LIAB EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$			CUA9003940-29	2.12.10	2.12.11	EACH OCCURRENCE: \$1,000,000 AGGREGATE: \$1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	SBP0001142694	2.12.10	2.12.11	<input checked="" type="checkbox"/> WC STATUTORY LIMITS E.L. EACH ACCIDENT: \$1,000,000 E.L. DISEASE - EA EMPLOYEE: \$1,000,000 E.L. DISEASE - POLICY LIMIT: \$1,000,000
A	Commercial Floater			CNA9003939-29	2.12.10	2.12.11	\$65,000 limit-\$500 ded

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Certificate Holder is Additional Insured and Waiver of Subrogation in favor of holder when required by written contract.  
(form # CL CG0443 11/06). 30 Days NOC (form # CL CG0205 12/04) via fax: 972-941-7118

<b>CERTIFICATE HOLDER</b> City of Plano P O Box 860279 Plano, TX 75096	<b>CANCELLATION</b> 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>James H. Ginter</i>
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Entered By: Carri D. Rice Entered Date: 10/28/2010 4:50:33 PM Letter Type: Mars  
Letter Title: to Jerry(rvsd) prict list for City of Plano starting 12.1.10

October 28, 2010

**TO:** City of Plano

**RE:** *Masterturf Products and Service, Inc*

**PROJECTS:** Starting 12.1.10 to 1.30.11

- (1) Enfield Park, 400 Legacy Dr, Plano, TX - \$26,000 project amount
- (2) Youth Ball Park, 6000 Jupiter Rd, Plano, TX - \$14,000 project amount
- (3) Carpenter Park, 6701 Coit Rd, Plano, TX - \$45,000 projecy amount

This list is attached to the Certificate of Insurance issued to City of Plano 10/28/10

Thank you.

*Carri*

Carri Rice  
Porter-Brandenburg Agency

IL 12 06 09 02

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS POLICY CHANGES

POLICY NUMBER:  
CNA 9003939 - 29

Company:  
Union Standard Lloyd's

Named Insured:

Authorized Agent: 01976  
(972) 234-5588

Masterturf Products & Services Inc  
8456 Emerald Circle  
North Richland Hills, TX 76180

Foxter - Brandenburg Agency  
12160 Abrams Road, Ste 107  
Dallas, TX 75243

Effective Date of Change: December 1, 2010

The following item(s):

(X) Additional Interested Parties

is (are) changed to read {See Additional Page(s)}:

\*\*\*\* THERE IS NO CHANGE IN PREMIUM \*\*\*\*

Countersigned By:

\_\_\_\_\_  
(Authorized Agent)

**POLICY CHANGES ENDORSEMENT DESCRIPTION**

ADDED 30 Day Notice of Cancellation in favor of:

City of Plano  
P O Box 860279  
Plano TX 75096

CNA 9003939 - 29

02/12/10

MOG

11/17/10

COMMERCIAL GENERAL LIABILITY  
CG 02 05 12 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS CHANGES - AMENDMENT OF CANCELLATION  
PROVISIONS OR COVERAGE CHANGE.

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
- POLLUTION LIABILITY COVERAGE PART
- PRODUCT WITHDRAWAL COVERAGE PART
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- RAILROAD PROTECTIVE LIABILITY COVERAGE PART

In the event of cancellation or material change that reduces or restricts the insurance afforded by this Coverage Part, we agree to mail prior written notice of cancellation or material change to:

SCHEDULE

Summit Bank NA  
1300 Summit Ave  
Fort Worth, TX 76102

Workman Commercial  
Construction Services  
4401 Freidrich Le  
Ste 108  
Austin, TX 78744

Core Construction  
10625 N County Rd  
Frisco, TX 75034

City of Lewisville  
151 W Church  
Lewisville, TX 75057

Dunkins, Sims, Stoffels  
9603 Whiterock Trl Ste 110  
Dallas, TX 75238

Number of days advance notice: 30  
Takeuchi Financial Services  
475 Sansome St  
19th Floor  
San Francisco, CA 94111

Number of days advance notice: 30  
University of Texas at Arlington  
Procurement Department  
Box 19135  
Arlington, TX 76019

Number of days advance notice: 30  
City of Plano  
PO Box 860279  
Plano, TX 75096

Number of days advance notice: 30

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**COMMERCIAL GENERAL LIABILITY  
CL CG 14 43 11 08**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**CONTRACTOR'S GENERAL LIABILITY  
ADVANTAGE ENDORSEMENT**

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SUMMARY OF COVERAGE EXTENSIONS**

Paragraph No.	Name Of Extension	Limit or Included
A.	Miscellaneous Additional Insureds	Included
B.	Aggregate Limits Of Insurance For Construction Projects:	
	1. Single Construction Project Aggregate Limit (Away From Premises)	Equal to General Aggregate Limit
	2. Cap For All Damages From All Ongoing Construction Projects	\$5,000,000
C.	Expected Or Intended Injury Or Damage	Included
D.	Joint Venture / Partnership / Limited Liability Company Coverage	Included
E.	Knowledge Of Occurrence	Included
F.	Legal Liability - Damage To Premises Rented To You (Fire, Lightning, Explosion, or Leakage From Automatic Fire Protective Systems)	\$300,000
G.	Medical Payments	\$10,000
H.	Mobile Equipment Redefined	Included
I.	Newly Formed Or Acquired Organizations - Extended Period Of Coverage	Included
J.	Non-Owned Watercraft (Increased to maximum length of)	51 feet
K.	Supplementary Payments - Increased Limits:	
	1. Bail Bonds	\$2,500
	2. Loss Of Earnings	\$1,000
L.	Unintentional Omission In Disclosure	Included
M.	Waiver Of Subrogation	Included

The above is a summary only. Please consult the specific provisions that follow for complete information on the extensions provided. If there is a conflict between this summary and the endorsement provisions that follow, the endorsement provisions shall prevail.

The provisions of the Commercial General Liability Coverage Part apply except as otherwise provided in this endorsement. This endorsement applies only if such Coverage Part is included in this policy.

#### A. MISCELLANEOUS ADDITIONAL INSUREDS

**WHO IS AN INSURED (Section II)** is amended to include as an insured any person or organization (referred to as additional insured below) described in paragraphs A.3.a. through A.3.d. below when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy, provided that:

1. The written contract or written agreement is:
  - (a) currently in effect or becoming effective during the term of this policy; and
  - (b) fully executed by you and the additional insured prior to the "bodily injury", "property damage", or "personal and advertising injury".
2. The insurance afforded by this provision does not apply to any person or organization included as an additional insured by a separate endorsement issued by us and made a part of this policy or coverage part.
3. Only the following persons or organizations are additional insureds under this provision, with coverage for such additional insureds limited as provided herein:
  - a. **Managers or Lessors of Premises**

A manager or lessor of premises but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

#### b. Lessor Of Equipment

Any person or organization from whom you lease equipment. Such person or organization is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

This insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

#### c. Controlling Interest

Any person(s) or organization(s) with a controlling interest in the Named Insured, but only with respect to their liability arising out of:

1. Their financial control of the Named Insured; or
2. Premises they own, maintain or control while the Named Insured leases or occupies these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for such additional insured.

#### d. Owners Or Contractors For Whom You Are Performing Ongoing Operations

1. Any person or organization for whom you are performing operations but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf:

in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this provision ends when your operations for that additional insured are completed.

2. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

b. "Bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

With respect to coverage provided by this provision A. Miscellaneous Additional Insureds, the following additional provisions also apply:

- (1) Any insurance provided to an additional insured designated under paragraphs A.3.a through A.3.d above does not apply:
  - (a) To "bodily injury" or "property damage" included within the "products-completed operations hazard"; or

(b) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of such additional insured.

(2) Paragraph 4.b. of Section IV - Commercial General Liability Conditions is deleted and replaced with the following:

b. Excess Insurance

This insurance is excess over:

- 1. Any of the other insurances, whether primary, excess, contingent or on any other basis that is available to the additional insured unless you and the additional insured have specifically agreed in writing that this insurance be primary. Then we will treat any other insurance maintained by the additional insured for injury or damage covered by provision A. Miscellaneous Additional Insureds, except such other insurance as noted in paragraph b.2. below, as excess to this insurance.

If specifically required by such written contract or written agreement, we will not seek contribution from any other liability insurance available to the additional insured for injury or damage covered by provision A. Miscellaneous Additional Insureds except for such other insurance as noted in paragraph b.2. below.

- 2. Any other primary liability insurance available to the additional insured for damages arising out of premises or ongoing operations for which such person or organization has been added as an additional insured by attachment of an endorsement.

When this insurance is excess, we will have no duty under Section I - Coverage A Bodily Injury And Property Damage Liability or Coverage B Personal And Advertising Injury Liability to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this policy or coverage part.

**B. AGGREGATE LIMITS OF INSURANCE FOR CONSTRUCTION PROJECTS**

1. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Coverage A (Section I), and for all medical expenses caused by accidents under Coverage C (Section I), which can be attributed only to ongoing operations at construction projects away from premises owned by or rented to the insured:

- a. The most we will pay will be capped at \$5,000,000, regardless of the number of:
  - (1) "Occurrences";
  - (2) Insureds;
  - (3) Claims made or "suits" brought;
  - (4) Persons or organizations making claims or bringing "suits"; or
  - (5) Separate construction projects.

b. Subject to paragraph B.1.a. above:

- (1) A separate Single Construction Project General Aggregate Limit applies to each construction project away from premises owned by or rented to the insured, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
- (2) The Single Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A (Section I), except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C (Section I) regardless of the number of:

- (a) Insureds;
- (b) Claims made or "suits" brought; or
- (c) Persons or organizations making claims or bringing "suits".

(3) Any payments made under Coverage A (Section I) for damages or under Coverage C (Section I) for medical expenses shall reduce the Single Construction Project General Aggregate Limit for that construction project away from premises owned by or rented to the insured. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Single Construction Project General Aggregate Limit for any other separate construction project away from premises owned by or rented to the insured.

(4) The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Single Construction Project General Aggregate Limit.

2. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Coverage A (Section I), and for all medical expenses caused by accidents under Coverage C (Section I), which cannot be attributed only to ongoing operations at a single construction project away from premises owned by or rented to the insured:

- a. Any payments made under Coverage A (Section I) for damages or under Coverage C (Section I) for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and

b. Subject to paragraph B.1.a. above, such payments shall not reduce any Single Construction Project General Aggregate Limit.

EXHIBIT B  
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3. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Single Construction Project General Aggregate Limit.
4. If a single construction project away from premises owned by or rented to the insured has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
5. If endorsement CG 25 03, Designated Construction Project(s) General Aggregate Limit (or a similar construction project(s) aggregate endorsement) is also a part of this policy or coverage part, the most we will pay for all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Coverage A (Section I) and all medical expenses under Coverage C (Section I), which can be attributed only to ongoing operations at:
- (1) Any construction project(s) designated in such CG 25 03 endorsement (or in a similar such construction project(s) aggregate endorsement); or
- (2) Any construction project(s) to which the provisions of section B, Aggregate Limits Of Insurance For Construction Projects in this endorsement and the provisions of such CG 25 03 endorsement (or a similar such construction project(s) aggregate endorsement) both apply,
- will be subject to the same \$5,000,000 cap shown in paragraph B.1.a. above
6. The provisions of Limits Of Insurance (Section III) not otherwise modified by this endorsement shall continue to apply as stipulated.

#### C. EXPECTED OR INTENDED INJURY OR DAMAGE

Under Section I - Coverage A - Bodily Injury And Property Damage Liability, Exclusion 2.a., Expected Or Intended Injury, is replaced entirely with the following:

##### a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

#### D. JOINT VENTURE / PARTNERSHIP / LIMITED LIABILITY COMPANY COVERAGE

##### 1. The following is added to Section II - Who Is An Insured:

4. You are an insured when you had an interest in a joint venture, partnership or limited liability company which terminated or ended prior to or during this policy period, but only to the extent of your interest in such joint venture, partnership or limited liability company. This coverage does not apply:

- Prior to the termination or end date of any joint venture, partnership or limited liability company;
- If there is other valid and collectible insurance purchased specifically to insure the joint venture, partnership or limited liability company or
- To a joint venture, partnership or limited liability company which is, or ever was, insured under a "consolidated (wrap-up) insurance program" (also known as an owner-controlled insurance program).

"Consolidated (wrap-up) insurance program" (also known as an owner-controlled insurance program, O.C.I.P.) means a construction, erection or demolition project for which the prime contractor/project manager or owner of the construction, erection or demolition project has secured general liability insurance covering some or all of the contractors or subcontractors involved in the project, sometimes referred to as an a Contractor Controlled Insurance Program (C.C.I.P.)

2. With respect to the coverage provided by this section G. Joint Venture / Partnership / Limited Liability Company Coverage, the last paragraph of Section II - Who Is An Insured is deleted and replaced by the following:

Except as provided in 4. above, no person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

#### E. KNOWLEDGE OF OCCURRENCE

Sub-paragraph a. under 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit contained in Section IV - Commercial General Liability Conditions is deleted and replaced by the following:

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim only when the "occurrence" or offense is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A manager, if you are a limited liability company; or
- (4) An "executive officer" or the "employee" designated by you to give such notice, if you are an organization other than a partnership or a limited liability company.

To the extent possible, notice should include:

- (5) How, when and where the "occurrence" or offense took place;
- (6) The names and addresses of any injured persons and witnesses; and
- (7) The nature and location of any injury or damage arising out of the "occurrence" or offense.

#### F. LEGAL LIABILITY - DAMAGE TO PREMISES RENTED TO YOU (Fire, Lightning, Explosion, Leakage From Automatic Fire Protective Systems)

If damage by fire to premises rented to you is not otherwise excluded from this policy or coverage part, then the following provisions apply:

1. Under Section I - Coverage A, the last paragraph (after the exclusions) is replaced in its entirety by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to this coverage as described in LIMITS OF INSURANCE (SECTION III).

2. Under Section I - Coverage A the paragraph immediately after paragraph j.(6) under 2. Exclusions is replaced by the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, and leakage from automatic fire protective systems) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III - Limits Of Insurance.

3. Under Section III - Limits of Insurance, paragraph 6. is replaced in its entirety by the following:

6. Subject to 5. above (the Each Occurrence Limit), the greater of:

- a. \$300,000; or
- b. The Damage To Premises Rented To You Limit shown in the Declarations,

is the most we will pay under Coverage A for damages because of "property damage" to premises while rented to you, or in the case of damage by fire, lightning, explosion, or leakage from automatic fire protective systems, while rented to you or temporarily occupied by you with permission of the owner.

This limit will apply to all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, leakage from automatic fire protective systems or other covered causes of loss or any combination thereof.

4. Under Section IV - Commercial General Liability Conditions, Condition 4. Other Insurance, paragraph b.(1)(b) is replaced by the following:

(b) That is fire, lightning, explosion, or leakage from automatic fire protective systems insurance for premises rented to you or temporarily occupied by you with permission of the owner; or

5. Under Section V - Definitions, subparagraph a. of definition 9. "insured contract" is replaced in its entirety by the following:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract".

#### G. MEDICAL PAYMENTS

If Coverage C. Medical Payments is not otherwise excluded from this policy or coverage part, the Medical Expense Limit is changed, subject to the terms of Section III - Limits Of Insurance, to the greater of:

- a. \$10,000; or
- b. The medical expense limit shown in the Declarations of this policy or coverage part.

#### H. MOBILE EQUIPMENT REDEFINED

Under Section V - Definitions, definition 12. Mobile Equipment, paragraph f.(1) is entirely replaced by the following:

- (1) Equipment with a gross vehicle weight of 1,000 pounds or more and designed primarily for:
  - (a) Snow removal;
  - (b) Road maintenance, but not construction or resurfacing; or
  - (c) Street cleaning;

#### I. NEWLY FORMED OR ACQUIRED ORGANIZATIONS - EXTENDED PERIOD OF COVERAGE

Paragraph 3. under Section II--Who Is An Insured is replaced by the following:

3. Any organization you newly acquire or form, other than:

- (i) a partnership, joint venture, or limited liability company; or
- (ii) An organization excluded either by the provisions of this policy or coverage part, or by endorsement,

and over which you maintain ownership or majority interest of more than 50% will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the next anniversary date of this policy's effective date after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Section I - Coverage A - Bodily Injury And Property Damage Liability does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Section I - Coverage B - Personal And Advertising Injury Liability does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

#### J. NON-OWNED WATERCRAFT

Exclusion 2.g. subparagraph (2) under Section I - Coverage A - Bodily Injury And Property Damage Liability is deleted and replaced by the following:

- (2) A watercraft you do not own that is
  - (a) Less than 51 feet long; and
  - (b) Not used to carry persons or property for a charge.

**K. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS**

Under Section I – Supplementary Payments – Coverages A and B:

- 1. The limit shown in paragraph 1.b. for the cost of bail bonds is changed from \$250 to \$2,500; and
- 2. The limit shown in paragraph 1.d. for loss of earnings because of time off work is changed from \$250 a day to \$1,000 a day.

**L. UNINTENTIONAL OMISSION IN DISCLOSURE**

The following provision is added to Paragraph 6. Representations of Section IV – Commercial General Liability Conditions:

However, the unintentional omission of any information given or provided by you shall not prejudice your rights under this insurance.

This provision does not affect our right to collect additional premium or to exercise our right of cancellation or non-renewal.

**M. WAIVER OF SUBROGATION**

The Transfer Of Rights Of Recovery Against Others To Us Condition of Section IV – Commercial General Liability Conditions is amended by the addition of the following:

Notwithstanding anything to the contrary in previous paragraph, we waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" included in the "products-completed operations hazard", if:

- 1. Such operations or work were done under a written contract or written agreement between you and such person or organization that contained a provision requiring such waiver; and
- 2. Such written contract or written agreement was:
  - a. Made prior to the covered injury or damage; and
  - b. In effect at the time of the covered injury or damage.

This waiver applies only with respect to a each person or organization.

**AFFIDAVIT OF NO PROHIBITED INTEREST**

I, the undersigned declare that I am authorized to make this statement on behalf of **MASTERTURF PRODUCTS AND SERVICE, INC.**, a Texas corporation, and I have made a reasonable inquiry and, to the best of my knowledge, no person or officer of **MASTERTURF PRODUCTS AND SERVICE, INC.** is employed by the City of Plano or is an elected or appointed official of the City of Plano within the restrictions of the Plano City Charter.

I am aware that Section 11.02 of the City Charter states:

“No officer or employee of the city shall have a financial interest, direct or indirect, in any contract with the city, nor shall be financially interested, directly or indirectly, in the sale to the city of any land, or rights or interest in any land, materials, supplies or service. The above provision shall not apply where the interest is represented by ownership of stock in a corporation involved, provided such stock ownership amounts to less than one (1) per cent of the corporation stock. Any violation of this section shall constitute malfeasance in office, and any officer or employee of the city found guilty thereof shall thereby forfeit his office or position. Any violation of this section with the knowledge, express or implied, of the persons or corporation contracting with the city shall render the contract voidable by the city manager or the city council.”

I further understand and acknowledge that a violation of Section 11.02 of the City Charter at anytime during the term of this contract will render the contract voidable by the City.

**MASTERTURF PRODUCTS AND SERVICE, INC.**

By:



Signature

**STAN STANORIDGE, JR.**

Print Name

**VICE PRESIDENT**

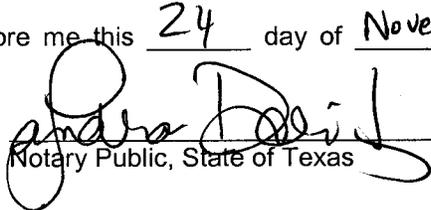
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**11/24/10**

Date

STATE OF TEXAS           §  
  §  
COUNTY OF Collin       §

SUBSCRIBED AND SWORN TO before me this 24 day of November, 2010.

  
Notary Public, State of Texas

