

CONTRACT NO. 2018-33
2018 ROUTINE ROAD MAINTENANCE

This **Contract** ("Contract") is made this **27th day of FEBRUARY, 2018**, by and between the **CITY OF NORTH PORT**, a municipal corporation of the State of Florida, hereinafter referred to as the "City" and **PREFERRED MATERIALS, INC.**, a Georgia corporation, registered to conduct business in the State of Florida, 5701 E. Hillsborough Avenue, Suite 1122, Tampa, Florida 33610, hereinafter referred to as the "Contractor".

WITNESSETH

That the parties to this Contract, in consideration of their mutual agreements and promises hereinafter contained, bind themselves, their partners, successors, assigns and legal representatives to all covenants, agreements and obligations contained in the agreements and bid documents executed between the parties, and do hereby further agree as follows:

1. RESPONSIBILITIES OF THE CONTRACTOR:

A. Responsibility for and Supervision: The Contractor shall supervise and direct the work to the best of his/her ability, give it all the attention necessary for such proper supervision and direction and not employ for work on the project any person without sufficient skill to perform the job for which the person was employed. The Contractor shall be solely responsible for all duties under this Contract, including, but not limited to, the techniques, sequences, procedures and means, and for all coordination of the work.

The Contractor assumes full responsibility for acts, negligence, or omissions of all his/her employees on the project, for those subcontractors and their employees, and for those of all other persons doing work under a contract with him/her. All contracts between the Contractor and any such subcontractor as the Contractor shall hire, shall conform to the provisions of the Contract and bid documents and shall incorporate in them the relevant portions of this Contract.

B. Furnishing of Labor and Materials: The Contractor shall provide and pay for all labor, materials, and equipment, including tools, construction equipment and machinery, and all transportation and all other facilities and services necessary for the proper completion of the work in strict conformity with the provisions herein contained, and with the Request For Bid No. 2018-33, including the plans and specifications, addendums and with the proposal submitted by the Contractor and on file with the City. The foregoing Request for Bid (RFB), specifications, and proposal submitted by the Contractor, are hereby specifically made a part of this Contract and are incorporated herein.

The Contractor represents and warrants to the City that all equipment and materials used in the work, and made a part of the structures thereon, or placed permanently in connection therewith, will be new unless otherwise specified in the Contract and bid documents, of good quality, free of defects, and in conformity with the Contract and bid documents. It is understood between the parties thereto that all equipment and materials not in conformity are defective.

C. Public Records Law: In accordance with F.S. §119.0701, Contractor shall comply with all public records laws, and shall specifically:

1. Keep and maintain public records required by the City to perform the service.
 - a. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies.
(See <http://dos.dos.state.fl.us/library-archives/records-management/general-records-schedules/>).
 - b. "Public records" means and includes those items specified in Florida Statutes 119.011(12), as amended from time to time, and currently defined as: All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made

or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Contractor's records under this Agreement include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, e-mails and all other documentation generated during this Agreement.

2. Upon request from the City's custodian of public records, provide the City, at no cost, with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law. All records kept electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

3. Ensure that project records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, if the Contractor does not transfer the records to City following completion of the contract, for the time period specified in General Records Schedule GS1-SL for State and Local Government Agencies.

4. Upon completion of the contract, transfer, at no cost, to the City all public records in Contractor's possession or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon the completion of the contract, the Contractor shall meet all applicable requirements for retaining public records.

5. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CUSTODIAN OF PUBLIC RECORDS, 4970 CITY HALL BOULEVARD, NORTH PORT, FLORIDA 34286, 941.429.7063 OR HOTLINE 941.429.7270; E-MAIL: padkins@cityofnorthport.com.

6. Failure of the CONTRACTOR to comply with these requirements shall be a material breach of this Agreement. Further, Contractor may be subject to penalties under Florida Statutes 119.10.

2. CONTRACT PRICE:

In consideration of the foregoing services, work, labor and materials to be furnished by the contractor as per said plans, specifications and addendums, the City agrees to pay and the Contractor agrees to receive payments in accordance with quantities and prices set forth in the RFB NO. 2018-33, and amended from time to time to account for actual field conditions.

The **CONTRACT PRICE** is **FOUR MILLION EIGHT HUNDRED SEVENTY-TWO THOUSAND ONE HUNDRED THIRTY-TWO DOLLARS AND NINETY-EIGHT CENTS (\$4,872,132.98).**

3. CONTRACT TIME:

The Contractor specifically agrees that it will commence operations within a mutually agreed upon time following notification by the City to commence work and that all work to be performed under the provisions of this Contract shall be completed in not more than **255 calendar days** from the notice to proceed; subject only to delays caused through no fault of the Contractor or acts of God. The work will be substantially completed within **240 calendar days**; with final

completion within **fifteen (15) calendar days** after attaining Substantial Completion. Time is of the essence in the performance of this Contract.

W. PRICE BOULEVARD: In addition to the substantial and final completion dates as stated above, all work identified in the contract for W. Price Boulevard shall be substantially completed by May 31, 2018; with final completion reached within (15) calendar days after attaining Substantial completion. W. Price Boulevard lane closure work shall be performed at night between the hours of 7:00 P.M. and 6:00 A.M.

4. PAYMENT:

Two (2) original requests for payment must be submitted to the City of North Port on a City-approved form. Each pay request must be accompanied by an updated work schedule to reflect progress of work. Payment shall be accompanied by either written approval and direction of the surety, or receipt of updated affidavits of payment by subcontractors and/or suppliers, in accordance with Florida Statutes Section 255.05(11). Price shall be net and all invoices payable according to the Florida Local Government Prompt Payment Act (Florida Statutes chapter 218). Upon certification and approval by the City or its duly authorized agent, progress payments may be made to the Contractor upon its application for all services or work completed or materials furnished in accordance with the Contract. Prior to fifty percent (50%) completion, the Contractor will be paid monthly the total value of the work completed and accepted during the preceding month, less ten percent (10%) retainage. After fifty percent (50%) completion of the construction services purchased pursuant to the Contract, the City must reduce to five percent (5%) the amount of retainage withheld from each subsequent progress payment made to the Contractor upon request of the Contractor. For purposes of this subsection, the term "fifty percent (50%) completion" is the point at which the City has expended fifty percent (50%) of the total cost of the construction services purchased as identified in the Contract together with all costs associated with existing change orders and other additions or modifications to the construction services provided for in the Contract. The City shall inform the Contractor's Surety of any reduction in retainage. The Contractor must update each new pay request in accordance with any changes made to the previous submittal. The City or its duly authorized administrative agent, shall approve final payment for all work, materials or services furnished under this Contract retainage may be reduced upon issuance of the Certificate of Substantial Completion by the City if, in the sole opinion of the City, sufficient progress on the schedule has been accomplished, all required affidavits have been provided, and the City has retained adequate coverage for the project through the achievement of Final Completion.

5. LIQUIDATED DAMAGES:

The work shall be completed within the Contract time specified. The Contract time shall include the preparation, submittal, review and approval of submittals, delivery of materials, and construction, assembly, adjustment and placement into service for beneficial use of all facilities covered under this Contract.

The time for the completion of the 2018 Road Maintenance Project work shall be **255 calendar days** from date specified in the Notice to Proceed to final completion. **Note this contract contains a substantial completion milestone of May 31, 2018 for work on W. Price Boulevard. W. Price Boulevard also contains night work lane closures from 7:00 P.M. to 6:00 A.M.**

The City shall issue a Notice of Substantial Completion when it has determined that the work identified in the Contract has been substantially completed; record drawings have been submitted and approved by the City and that the facility is operating satisfactorily. The Contract time also includes up to fourteen (14) calendar days for the review of submittals, excluding pay requests, by the City. The City shall provide the Contractor a punch list within two (2) calendar days after the Notice of Substantial Completion is issued. The punch list will identify the remaining items that must be addressed to the satisfaction of the City by the Contractor to meet his/her obligations under the Contract. The Contractor shall complete the items on the punch list to the satisfaction of the City within fifteen (15) additional calendar days of the issuance of the Final Punch List or Notice of Substantial Completion, whichever is later, and prior to submittal of the application for

reduction of retainage or final payment. Any cost incurred by the City (i.e. inspection time) after the fifteen (15) calendar day period shall be charged to the Contractor.

The City and the Contractor hereby agree that time is of the essence on this Contract and the City will suffer damages if the work is not substantially completed within the contract time, plus any extensions thereof allowed by Change Order. It is further recognized and agreed by the City and the Contractor that the determination of the exact value of the damages the City would suffer due to a delay in the Substantial Completion of the work would be a difficult, time consuming and costly process. It is therefore hereby agreed by the City and the Contractor that it is in their mutual interest to establish a figure of **TWO THOUSAND EIGHT HUNDRED ELEVEN DOLLARS (\$2,811.00)** as Liquidated Damages (but not as a penalty) as specified in section 8-10 of FDOT Standard Specifications dated July 2017, to be paid by the Contractor to the City for each calendar day that Substantial Completion is delayed beyond the Contract Time. It is mutually agreed by the City and the Contractor that neither shall make any claim to increase or reduce the amount to be paid under Liquidated Damages as the result of any calculation of actual damages suffered by the City as the result of delay in the Substantial Completion of the work.

ADDITIONAL LIQUIDATED DAMAGES FOR W. PRICE BOULEVARD: The City and the Contractor hereby agree that time is of the essence to complete work on W. Price Boulevard and the City will suffer damages if the work is not substantially completed by May 31, 2018, plus any extensions thereof allowed by Change Order. It is further recognized and agreed by the City and the Contractor that the determination of the exact value of the damages the City would suffer due to a delay in the Substantial Completion of the work would be a difficult, time consuming and costly process. It is therefore hereby agreed by the City and the Contractor that it is in their mutual interest to establish a figure of **SEVEN HUNDRED SIXTY-THREE DOLLARS (\$763.00)** as Liquidated Damages (but not as a penalty), to be paid by the Contractor to the City for each calendar day that Substantial Completion of **W. Price Boulevard is delayed beyond May 31, 2018**. It is mutually agreed by the City and the Contractor that neither shall make any claim to increase or reduce the amount to be paid under Liquidated Damages as the result of any calculation of actual damages suffered by the City as the result of delay in the Substantial Completion of the work.

6. BONDS:

- A. **Bond Requirements:** The successful bidder shall provide the required performance and payment bond or other acceptable security to the City within **ten (10) business days of being awarded the bid**. **Failure by the successful bidder to provide the bond within ten (10) business days shall be considered a default under Sec. 2-404 of the City of North Port Administrative Code**. Upon such default the City may immediately award the bid to the next lowest responsive and responsible bidder and recover from the original successful bidder the difference in cost between the original winning bid and the next lowest responsive and responsible bidder. Such default shall only be curable at the option of the City.

In addition, the Contractor shall be responsible and bear all costs associated to record the Performance and Payment Bond with Sarasota County Clerk's Office. The Contractor shall furnish the receipt of said recording and certified copy of the bond to the Purchasing Department at the time of the pre-construction meeting. Such default shall only be curable at the option of the City.

- B. **Performance and Payment Bond:** The Contractor shall provide a Performance and Payment Bond, in the form prescribed in Florida Statutes Section 255.05 in the amount of one hundred percent (100%) of the Contract amount, the costs of which are to be paid by the Contractor. The bond will be acceptable to the City only if the Surety Company:

1. Is licensed to do business in the State of Florida;
2. Holds a certificate of authority authorizing it to write surety bonds in this state;

3. Has twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued;
4. Is otherwise in compliance with the provisions of the Florida Insurance Code;
5. Holds a currently valid certificate of authority issued by the United States Department of Treasury under 31 U.S.C. §§ 9304-9308;
6. A current rating of at least Excellent (A or A-) as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc., of 75 Fulton Street, New York, New York 10038; and
7. With an underwriting limitation of at least two times the dollar amount of the contract.

If the Surety Company for any bond furnished by the Contractor files for bankruptcy, has a receiver appointed, is declared bankrupt, becomes insolvent, has an assignment made for the benefit of creditors, has its right to do business terminated in the State of Florida, or ceases to meet the requirements imposed by the Contract Documents, the Contractor shall, within five (5) calendar days thereafter, substitute another Bond and Surety Company, both of which shall be subject to the City's approval.

By execution of this bond, the Surety Company acknowledges that it has read the surety qualifications and surety obligations imposed by the Contract documents and hereby satisfies those conditions.

7. INSURANCE:

Before performing any Contract work, the Contractor shall procure and maintain, during the life of this Contract, the following types of insurance coverage and shall furnish certificates representing such insurance to the City. The policies of insurance shall be primary and written on forms acceptable to the City and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best and Company rating of no less than "A- Excellent: FSC VII." No changes are to be made to these specifications without prior written approval by the City Manager or designee. The City Manager or designee may alter the amounts or types of insurance policies required by this Contract upon agreement with Contractor.

A. Required Policies:

1. Workers' Compensation and Employers' Liability Insurance (per Florida Statutes chapter 440): The Contractor shall procure and maintain during the life of this Contract Workers' Compensation insurance for all the Contractor's employees to be engaged in work on the project under this Contract and, in case any such work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation insurance for all of the latter's employees to be engaged in such work unless such employees are covered by protection afforded by the Contractor's Workers' Compensation insurance. For additional information contact the Department of Financial Services, Workers' Compensation Division at 850.413.1601 or on the web at www.fldfs.com. In case any class of employees engaged in hazardous work on the project under this Contract is not protected under the Workers' Compensation Statute, the Contractor shall provide, and shall cause each subcontractor to provide, Employer's Liability Insurance for the protection of the Contractor's employees not otherwise protected under such provisions. The minimum liability limits of such insurance shall not be less than herein specified or in that amount specified by law for that type of damage claim.

The Contractor shall file proof of such insurance with the City within ten (10) days after the execution of this Contract. Coverage is to apply for all employees in the statutory limits in compliance with the

applicable state and federal laws. The policy must include Employers' Liability with a limit of \$1,000,000 for each accident; \$1,000,000 each employee; and \$1,000,000 policy limit for disease.

2. Comprehensive General Liability: The Contractor shall procure and maintain and require all subcontractors to procure and maintain during the life of this Contract, a comprehensive general liability policy, including, but not limited to: 1) Independent Contractor's liability; 2) products and completed operations liability; 3) contractual liability; 4) broad form property damage liability; and 5) personal injury liability. The minimum limits shall be no less than \$1,000,000 each occurrence; \$1,000,000 general aggregate; \$1,000,000 products and completed operations; and \$100,000 damage to rented premises.
3. Business Automobile Liability: The Contractor shall procure and maintain, and require all subcontractors to procure and maintain, during the life of this Contract, automobile liability insurance including all owned, hired, and non-owned automobiles. The minimum combined single limit per occurrence shall be no less than \$1,000,000 for bodily injury and property damage liability. This shall include owned vehicles, hired, and non-owned vehicles, as well as employee's non-ownership.

B. Special Requirements:

1. Occurrence Basis: All policies required by this Contract, with the exception of Workers' Compensation, or unless Risk Management through the City's Purchasing Office gives specific approval, are to be written on an occurrence basis. Claims Made Policies will be accepted for professional and hazardous materials and such other risks only as the City's Purchasing Office authorizes. All Claims Made Policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two (2) years. If provided as an option, the Contractor agrees to purchase the extended reporting period on cancellation or termination unless a new policy is affected with a retroactive date, including at least the last policy year.
2. Additional Insured: All policies required by this Contract, with the exception of Workers' Compensation, or unless Risk Management through the City's Purchasing Office gives specific approval, shall name the City of North Port, its Commissioners, officers, agents, employees and volunteers as additional insureds as their interest may appear under this Contract. This MUST be written in the description of operations section of the insurance certificate, even if there is a check-off-box on the insurance certificate. Any costs for adding the City as "additional insured" shall be at the Contractor's expense.
3. Certificates of Insurance: All certificates of insurance must be on file with and approved by the City before commencement of any work activities under this Contract. All certificate(s) of insurance required herein must be accompanied by a copy of the additionally insured documents/endorsements (CG 20101185 or combination of CG 2010370704 and CG 20370704). Certificates of Insurance evidencing claims made or occurrences form coverage and conditions to this Contract, as well as the contract number and description of work, are to be furnished to the City's Purchasing Office (4970 City Hall Boulevard, Suite 337, North Port, FL 34286) prior to commencement of work AND a minimum of thirty (30) calendar days prior to expiration of the insurance contract when applicable. The Certificate of Insurance issued by the underwriting department of the insurance carrier shall certify compliance with the insurance requirements provided herein.
4. Premiums and Deductibles: The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall be solely responsible for the payment of all deductibles and retention to which such policies are subject, whether or not the City is an insured under the policy. The Contractor's insurance is considered primary for any loss regardless of any insurance maintained by the City. The Contractor is responsible for all insurance policy premiums, deductibles, SIR

(self-insured retentions) or any loss or portion of any loss that is not covered by any available insurance policy.

5. Waiver of Subrogation: All required insurance policies are to be endorsed with a waiver of subrogation. The insurance companies, by proper endorsement or thru other means, agree to waive all rights of subrogation against the City, its officers, officials, agents, employees, affiliates and volunteers, and the City's insurance carriers, for losses paid under the terms of these policies that arises from the contractual relationship or work performed by the Contractor for the City. It is the Contractor's responsibility to notify each insurance company of the Waiver of Subrogation and request written authorization or the proper endorsement. Additionally, the Contractor, its officers, officials, agents, employees, volunteers, and any subcontractors, agree to waive all rights of subrogation against the City, its officers, officials, agents, employees, affiliates and volunteers, and the City's insurance carriers for any losses paid, sustained or incurred, but not covered by insurance, that arise from the contractual relationship or work performed. This waiver also applies to any deductibles or self-insured retentions for which the Contractor or its agents may be responsible.

C. Other Policy Requirements:

1. All insurance policies must be issued by companies of recognized responsibility licensed to do business in Florida and must contain a provision that prohibits cancellation unless the City is provided notice as stated within the policy. It is the Contractor's responsibility to provide notice to the City.
2. Insurance requirements itemized in this Contract, and required of the Contractor, shall be provided by or on behalf of all subcontractors to cover their operations performed under this Contract. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.
3. Each insurance policy required by this Contract shall apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.
4. Each insurance policy required by this Contract shall be endorsed to state that coverage shall not be suspended, voided or cancelled by either party except after notice is delivered in accordance with the policy provisions. The Contractor shall notify the City Purchasing Office by written notice via certified mail, return receipt requested.
5. The City shall retain the right to review, at any time, coverage, form, and amount of insurance.
6. The procuring of required policies of insurance shall not be construed to limit the Contractor's liability nor to fulfill the indemnification provisions and requirements of this Contract. The extent of the Contractor's liability for indemnity of the City shall not be limited by insurance coverage or lack thereof, or unreasonably delayed for any reason, including but not limited to, insurance coverage disputes between the Contractor and its carrier.

8. INDEMNITY:

The Contractor shall indemnify and hold harmless the City, its Commissioners, officers, and employees, from and against any and all liabilities, damages, losses and costs (including attorneys' fees and court costs, whether such fees and costs are incurred in negotiations, collection of attorneys' fees or at the trial level or on appeal), which may arise out of any negligence, recklessness, or intentional wrongful misconduct of the Contractor (or the Contractor's Officers, subcontractors, sub-subcontractors, materialmen, or the employees, or agents of any one of them, if any) in the performance or the failure to perform under the terms of the Contract. In the event of a claim, the City shall promptly

notify the Contractor in writing by prepaid certified mail (return receipt requested), or by delivery through any nationally recognized courier service (such as Federal Express or UPS) which provides evidence of delivery, at the address provided in Section 18. Notification may also be provided by fax transmission to the number provided in Section 18, if provided.

The City shall provide all available information and assistance that the Contractor may reasonably require regarding any claim. This agreement for indemnification shall survive termination or completion of this Contract. The insurance coverage and limits required in this Contract may or may not be adequate to protect the City and such insurance coverage shall not be deemed a limitation on the Contractor's liability under the indemnity provided in this section. In any proceedings between the parties arising out of or related to this Indemnity provision, the prevailing party shall be reimbursed all costs, expenses and reasonable attorney fees through all proceedings (at both trial and appellate levels).

9. CONTRACTOR'S AFFIDAVIT:

When all work contemplated by this Contract has been completed, and has been inspected and approved by the City, or its duly authorized agent, the Contractor shall furnish to the City, the Contractor's Affidavit as required by the Mechanic's Lien Law of the State of Florida. Signed affidavits of payment will also be required by the City from not only the Contractor, but also from any and all subcontractors hired by the Contractor. The affidavits shall state whether the subcontractor(s) has been paid in full or whether there are payments remaining. A list of all subcontractors shall be furnished to the City prior to any payments against the Contract.

10. TERMINATION AND DEFAULT:

The City Manager or designee shall have the right at any time upon **thirty (30) calendar days'** written notice to the Contractor to terminate the services of the Contractor and, in that event, the Contractor shall cease work and shall deliver to the City all documents (including but not limited to reports, designs, specifications, and all other data) prepared or obtained by the Contractor in connection with its services. Upon delivery of the documents, the City shall pay the Contractor in full settlement of all claims by it hereunder as the work actually completed bears to the entire work under the Contract, as determined by the City, less payments already made to the Contractor, and any amounts the City withheld to settle claims against or to pay indebtedness of the Contractor in accordance with the provisions of the Contract.

- A. **Funding in Subsequent Fiscal Years:** The City and the Contractor expressly understand that funding for any subsequent fiscal year of the Contract is contingent upon appropriation of monies by the City Commission. In the event that funds are not available or appropriated, the City reserves the right to terminate the Contract. The City will be responsible for payment of any outstanding invoices and work completed by the Contractor prior to such termination.
- B. In the event that the Contractor has abandoned performance under this Contract, then the City Manager or designee may terminate this Contract upon **three (3) calendar days'** written notice to the Contractor indicating its intention to do so. The written notice shall state the evidence indicating the Contractor's abandonment.
- C. The Contractor shall have the right to terminate the Contract only in the event of the City failing to pay the Contractor's properly documented and submitted invoice within **ninety (90) calendar days** of the approval by the City's Administrative Agent, or if the City suspends the project for a period greater than **ninety (90) calendar days**.
- D. The City Manager or designee reserves the right to terminate and cancel this Contract in the event the Contractor shall be placed in either voluntary or involuntary bankruptcy, a receiver is appointed for the Contractor or an assignment is made for the benefit of creditors.
- E. In the event the Contractor breaches this Contract; the City shall provide written notice of the breach and the Contractor shall have **ten (10) calendar days** from the date the notice is received to cure. If the Contractor fails to

cure within the **ten (10) calendar days**, the City Manager or designee shall have the right to immediately terminate the Contract and/or refuse to make any additional payment, in whole or in part, and, if necessary, may demand the return of a portion or the entire amount previously paid to Contractor due to:

1. The quality of a portion or all of the Contractor's work not being in accordance with the requirements of this Contract;
2. The quantity of the Contractor's work not being as represented in the Contractor's Payment Request, or otherwise;
3. The Contractor's rate of progress being such that, in the City's opinion, substantial or final completion, or both, may be inexcusably delayed;
4. The Contractor's failure to use Contract funds, previously paid the Contractor by the City, to pay the Contractor's project related obligations including, but not limited to, subcontractors, laborers and material and equipment suppliers;
5. Claims made, or likely to be made, against the City or its property;
6. Loss caused by the Contractor; and/or
7. The Contractor's failure or refusal to perform any of its obligations under this Contract to the City.

Violation of any local, state or federal law in the performance of this Contract shall constitute a material breach of this Contract.

In the event that the City makes written demand upon the Contractor for amounts the City previously paid as contemplated in the clause, the Contractor shall promptly comply with such demand. The City's rights hereunder survive the term of this Contract, and are not waived by final payment and/or acceptance.

10. INDEPENDENT CONTRACTOR:

The Contractor is, and shall be, in the performance of all work, services and activities under this Contract, an independent contractor, and not an employee, agent or servant of the City. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Contractor's sole direction, supervision, and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees or agents of the City. The Contractor does not have the power or authority to bind the City in any promise, agreement or representation other than as specifically provided for in this Contract. The Contractor shall not pledge the City's credit or make it a guarantor of payment of surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

11. SUBCONTRACTORS:

A list of all subcontractors shall be furnished to the City prior to any payments against the Contract. All subcontractors are subject to City approval.

12. LICENSES AND PERMITS/LAWS AND REGULATIONS:

The Contractor shall pay all taxes required by law in connection with the activity in accordance with this Contract including sales, use, and similar taxes, and unless mutually agreed to in writing to the contrary, shall secure all licenses and permits

necessary for proper completion of the work, paying any fees therefore. Violation of any local, state or federal law in the performance of this Contract shall constitute a material breach of this contract. The Contractor shall comply with all laws and ordinances, and the rules, regulations, and orders of all public authorities relating to the performance of the work herein. If any of the Contract documents are at variance therewith, the Contractor shall notify the City promptly upon the discovery of such variance.

14. AMENDMENT:

This Contract constitutes the sole and complete understanding between the parties and supersedes all agreements between them, whether oral or written with respect to the subject matter. No amendment, change or addendum to this Contract is enforceable unless agreed to in writing by both parties and incorporated into this Contract. The City Manager or designee may agree to amendments which do not increase compensation to the Contractor. The City Commission shall approve all increases in compensation under this Contract.

15. EQUAL EMPLOYMENT OPPORTUNITY:

The City of North Port, Florida, in accordance with the provisions of Title VII of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all bidders that it will ensure that in any Contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit replies in response to this advertisement and will not be discriminated against on the ground of race, color or national origin in consideration for an award.

16. NON-DISCRIMINATION:

The City of North Port does not discriminate on the basis of race, color, national origin, sex, age, disability, family or religious status in administration of its programs, activities or services. Pursuant to Florida Statutes Section 287.134(2)(a), an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

17. ASSIGNMENT:

The Contractor shall not assign any interest in this Contract and shall not transfer any interest in same (whether by assignment or novation) without prior written consent of the City Manager or designee, except that claims for the money due or to become due to the Contractor from the City under this Contract may be assigned to a financial institution or to a trustee in bankruptcy. Notice shall be promptly given to the City.

18. NOTICES:

Any notice, demand, communication, or request required or permitted hereunder shall be sent by certified mail, return receipt requested, and shall be mailed to:

As to CITY

Project Manager
City of North Port Public Works Department
1100 N. Chamberlain Blvd.
North Port, Florida 34286
Tel: 941.240.9321
Fax: 941.240.8073

As to CONTRACTOR
Robert Spillman
Preferred Materials, Inc.
5701 Hillsborough Avenue, Suite 1122
Tampa, Florida 33610
Tel: 813.612.5740
Fax: 813.664.8523

Notices shall be effective when received at the addresses specified above. Changes to the addresses may be made from time to time by either party by written notice to the other party. Facsimile transmission is acceptable notice effective when received, however, facsimile transmissions received after 5:00 pm or on weekends or holidays will be deemed received on the next business day. The original of the notice must additionally be mailed. Nothing in this Article shall be construed to restrict the transmission of routine communications between representatives of the Contractor and the City.

19. WAIVER:

No delay or failure to enforce any breach of this Contract by either the City or the Contractor shall be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

20. ASSIGNMENT:

The Contractor shall not assign any interest in this Contract and shall not transfer any interest in same (whether by assignment or novation) without prior written consent of the City Manager or designee, except that claims for the money due or to become due to the Contractor from the City under this Contract may be assigned to a financial institution or to a trustee in bankruptcy. Notice shall be promptly given to the City.

20. ATTORNEY'S FEES:

In any proceedings between the parties arising out of or related to this Contract, the prevailing party shall be reimbursed all costs, expenses and reasonable attorney fees through all proceedings, at both trial and appellate levels.

21. GOVERNING LAW, VENUE AND SEVERABILITY:

The rights, obligations and remedies of the parties under this Contract shall be governed by the laws of the State of Florida and the exclusive venue for any legal or judicial proceedings in connection with the enforcement or interpretation of this Contract shall be in Sarasota County, Florida. The invalidity, illegality, or unenforceability of any provision of this Contract shall in no way affect the validity or enforceability of any other portion or provision of the contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void.

22. PARAGRAPH HEADINGS:

Paragraph headings are for the convenience of the parties and for the reference purposes only and shall be given no legal effect.

23. ENTIRE AGREEMENT:

This Contract (with all referenced plans, attachments, addenda and provisions incorporated by reference) embodies the entire agreement of both parties, superseding all oral or written previous and contemporary agreements between the parties relating to matters set forth in this Contract. In the event of any conflict between the provisions of this Contract and the RFB or the Contractor's bid, this signed Contract (excluding the RFB and the Contractor's bid) shall take precedence, followed by the provisions of the RFB, and then by the terms of the Contractor's bid.

IN WITNESS WHEREOF, the parties have hereto caused the execution of these documents, the year and date first above written.

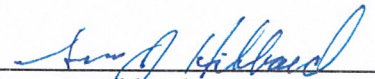
CITY OF NORTH PORT, FL

Attest: _____
Patsy C. Adkins, City Clerk, MMC

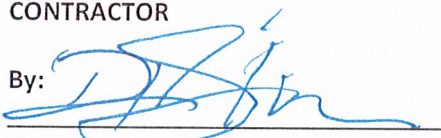
By: _____
Peter D. Lear, CPA, CGMA, CITY MANAGER

APPROVED AS TO FORM AND CORRECTNESS:

By: _____
Amber L. Slayton, City Attorney

Witness: 
Susan J. Hubbard

CONTRACTOR

By: 
Signature

49.
AM

Robert Spillman
Print

Vice President
Title

PERFORMANCE BOND

BOND NO. 8245-82-18

KNOW ALL BY THESE PRESENTS, That we, Preferred Materials, Inc. (hereinafter called the Principal),
as Principal, and Federal Insurance Company, a corporation
Duly organized under the laws of the State of Indiana (hereinafter called the Surety), as Surety, are held and firmly
bound unto City of North Port
(hereinafter called the Obligee), in the sum of Four Million Eight Hundred Seventy-two Thousand One Hundred Thirty-three And No/100
(\$4,872,133.00) Dollars, for the payment of which sum well and truly to be made, we, the said Principal and the said
Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed and sealed this 27th day of February, 2018

WHEREAS, said Principal has entered into a written Contract with said Obligee, dated 2/27/2018.


for City of North Port 2018 Routine Road Maintenance Bid Number 2018-33-0-2018/AS

in accordance with the terms and conditions of said Contract, which is hereby referred to and made a part hereof as if fully set forth herein:

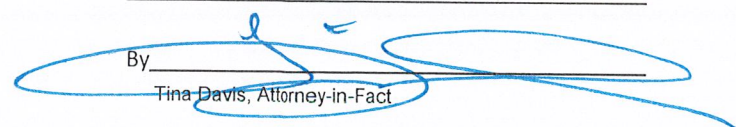
NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the above bounden Principal shall well and truly keep, do and perform each and every, all and singular, the matters and things in said contract set forth and specified to be by said Principal kept, done and performed, at the times and in the manner in said contract specified, or shall pay over, make good and reimburse to the above named Obligee, all loss and damage which said Obligee may sustain by reason of failure or default on the part of said Principal so to do, then this obligation shall be null and void; otherwise shall remain in full force and effect.

NO SUIT, ACTION OR PROCEEDING by the Obligee to recover on this bond shall be sustained unless the same be commenced within (2) years following the date on which Principal ceased work on said Contract.

Preferred Materials, Inc.

By 
Robert Spillman, Vice President

Federal Insurance Company

By 
Tina Davis, Attorney-in-Fact

PAYMENT BOND

BOND NO. 8245-82-18

KNOW ALL BY THESE PRESENTS, That we, _____ Preferred Materials, Inc. _____
_____ as Principal, hereinafter called Principal, and _____
Federal Insurance Company _____, a _____ Indiana _____, Corporation, as Surety,
hereinafter called Surety, are held and firmly bound unto _____ City of North Port _____
_____ as Oblige, hereinafter called Owner, for the use and benefit of Claimants as herein defined, in
the amount of Four Million Eight Hundred Seventy-two Thousand One Hundred Thirty-three And Dollars (\$4,872,133.00), for the
payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly
by these presents.

WHEREAS, Principal has by written agreement dated 2/27/2018 entered into a contract with Owner for _____
City of North Port 2018 Routine Road Maintenance Bid Number 2018-33-0-2018/AS

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the 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. A 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.
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 the 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.
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 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.
 - b) After the expiration of one (1) year following the date on which Principal ceased work on said Contract. If the provisions of paragraph are void or
prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
 - 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, or in the United States District Court for the district 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.

Signed and sealed this 27th day of February, 2018.

Preferred Materials, Inc.

By

Robert Spillman, Vice President

Federal Insurance Company

Principal

By

Tina Davis, Attorney-in-Fact

State of UT
County of Salt Lake } ss:

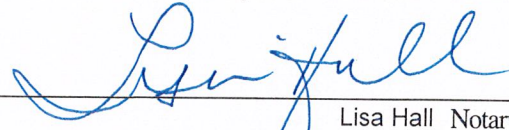
On February 27, 2018 , before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared

Tina Davis

known to me to be Attorney-in-Fact of Federal Insurance Company
the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires 3/13/2019



Lisa Hall Notary Public



CHUBB

Power of Attorney

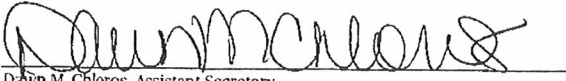
Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

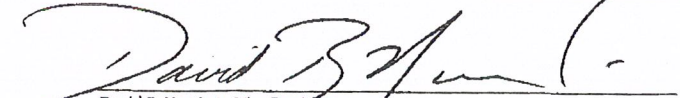
Attn: Surety Department | 15 Mountain View Road | Warren, NJ 07059

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint **Tina Davis, Lisa Hall, Linda Lee Nipper and Lindsey Plattner of Salt Lake City, Utah** -----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 18th day of October, 2016.


Dawn M. Chloros, Assistant Secretary


David B. Norris, Jr., Vice President



STATE OF NEW JERSEY

County of Somerset

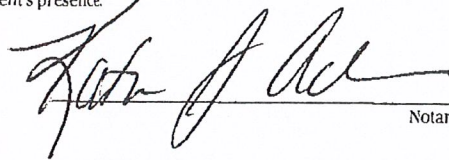
SS.

On this 18th day of October, 2016 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By-Laws of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 16, 2019


Notary Public

CERTIFICATION

Extract from the By-Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

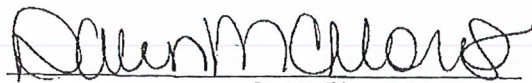
"Except as otherwise provided in these By-Laws or by law or as otherwise directed by the Board of Directors, the President or any Vice President shall be authorized to execute and deliver, in the name and on behalf of the Corporation, all agreements, bonds, contracts, deeds, mortgages, and other instruments, either for the Corporation's own account or in a fiduciary or other capacity, and the seal of the Corporation, if appropriate, shall be affixed thereto by any of such officers or the Secretary or an Assistant Secretary. The Board of Directors, the President or any Vice President designated by the Board of Directors may authorize any other officer, employee or agent to execute and deliver, in the name and on behalf of the Corporation, agreements, bonds, contracts, deeds, mortgages, and other instruments, either for the Corporation's own account or in a fiduciary or other capacity, and, if appropriate, to affix the seal of the Corporation thereto. The grant of such authority by the Board or any such officer may be general or confined to specific instances."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing extract of the By-Laws of the Companies is true and correct,
- (ii) the signature of any authorized officer executing this Power of Attorney or any certificate relating thereto on behalf of the Companies, and the seal of the Companies, may be affixed to such Power of Attorney or certificate by facsimile and such Power of Attorney or certificate shall be valid and binding upon the Companies, and any such Power of Attorney so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Companies with respect to any bond or undertaking to which it is attached.
- (iii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in the U.S. Virgin Islands, and Federal is licensed in Guam, Puerto Rico, and each of the Provinces of Canada except Prince Edward Island; and
- (iv) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this February 27, 2018




Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT THE ADDRESS LISTED ABOVE, OR BY: Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Preferred Materials, Inc

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC
☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
4636 Scarborough Dr

6 City, state, and ZIP code
Lutz, FL 33559

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number								
				-				
or								
Employer identification number								
5	8		1	4	0	1	4	6 8

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ 

Date ▶ 2/14/17

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

ACTION BY WRITTEN CONSENT
IN LIEU OF AN ANNUAL MEETING OF
THE BOARD OF DIRECTORS
OF
PREFERRED MATERIALS, INC.

The undersigned, being all of the members of the Board of Directors of Preferred Materials, Inc., a Georgia corporation (the "*Corporation*"), do hereby, pursuant to applicable Georgia statute, give this written consent (a) to the dispensation of an annual meeting of the Board of Directors of the Corporation and (b) to the taking of the following actions, such actions to have the same force and effect had a meeting been duly called and held:

I. ELECTION OF OFFICERS

RESOLVED, that effective April 13, 2016 all previous elections of officers are terminated, and the following persons be, and hereby are, elected to serve as officers of the Corporation (each individually, an "*Officer*" and collectively, the "*Officers*") in the capacities set forth opposite their respective names until such time as their successors shall be elected and qualified:

Robert F. Duke	Chief Executive Officer
Earl Losier	President
Charles Brown	Secretary & Treasurer
Darryl W. Fales	Vice President & Assistant Secretary
Domenico D'Aqui	Vice President & Assistant Secretary
Gregory P. Baier	Vice President & Assistant Secretary
Gary Yelvington	Vice President & Assistant Secretary
John R. Hooper	Vice President & Assistant Secretary
John S. Bramonte	Vice President & Assistant Secretary
John W. Taylor	Vice President & Assistant Secretary
Kenneth C. Laing	Vice President & Assistant Secretary
Mark S. Marine	Vice President & Assistant Secretary
Nat Fisher	Vice President & Assistant Secretary
Robert B. Royal	Vice President & Assistant Secretary
Travis Raitt	Vice President & Assistant Secretary
William B. Miller	Admin. Vice President and Assistant Secretary

FURTHER RESOLVED, that the Officers be, and each of them hereby is, authorized to execute and deliver agreements, contracts, documents, certificates, and other instruments, under the seal of the Corporation if required, for the purpose of conducting the Corporation's business, including without limitation, selling products and securing construction work, and to take such other action, as they may deem necessary, advisable, convenient, or appropriate to carry out and fully perform duties incident to the office or offices so appointed, and such other duties as may be prescribed by the Board of Directors from time to time;

FURTHER RESOLVED, that the following persons are hereby designated Officers solely for the purpose of attesting signatures of other Officers signing on behalf of the Corporation, and for executing and attesting various corporate documents, tax returns, affidavits, and other instruments as may be necessary from time to time:

Amy Schuman	Assistant Secretary & Assistant Treasurer
Angelica Espinal	Assistant Secretary & Assistant Treasurer
Bethany Casimir	Assistant Secretary & Assistant Treasurer
Carmen Sutton	Assistant Secretary & Assistant Treasurer
Elizabeth Stafford	Assistant Secretary & Assistant Treasurer
Jacob Duckett	Assistant Secretary & Assistant Treasurer
Sara Brawner	Assistant Secretary & Assistant Treasurer
Tracy Kinney	Assistant Secretary & Assistant Treasurer
Amber Vickrey	Assistant Secretary
Ashley Turner	Assistant Secretary
Cheryl Kitzis	Assistant Secretary
David Lewis	Assistant Secretary
David M. Toolan	Assistant Secretary
Gary P. Hickman	Assistant Secretary
M. Craig Hall	Assistant Secretary
Marizabed Perez	Assistant Secretary
Michael F. Deaton	Assistant Secretary
Michael G. O'Driscoll	Assistant Secretary
Pamela M. Sahr	Assistant Secretary
Rick Jarvis	Assistant Secretary
Sylvia Rocek	Assistant Secretary
Tamara A. Albright	Assistant Secretary
Wendy Newell	Assistant Secretary

II. APPOINTMENT OF AUTHORIZED EMPLOYEES

RESOLVED, that effective April 13, 2016 all previous appointments of authorized employees are terminated, and that the following persons be and each of them hereby is appointed to serve as an authorized employee of the Corporation, which persons shall be authorized to execute and deliver such agreements, contracts, documents, certificates and other instruments, under the seal of the Corporation if required, for the purpose of conducting the Corporation's business including, without limitation, selling products and securing construction work:

Angelia McElroy	Joseph F. Donaruma
Bobbie Reilly	Joshua Martin
Brian Morton	Jon Stebick
Brian Schumm	Lawrence Trace Martell
Carl J. Thompson	Michael Iapaluccio
Charles Blinne	Michael Vickrey
David Cerniglia	Patrick Weaver

Frank Milton
G. Michael Johnson
Grant G. Peterson
Jason Johns
Jeffrey R. Andrews
Jennifer K. Edwards
Jeremy Gerondal
Jeremy Minnillo
Jerry F. Fletcher
John Rauschenbach

Robert Spillman
Shane Taylor
Sylvia Rogers
Ted Kaler
Tony DiPietro
Trevor Craig
W. Charles Molloy
William Sullivan

FURTHER RESOLVED, that the President of the Corporation may, from time to time, without further action by the Board of Directors, appoint other persons to serve as authorized employees, or remove any individuals from this capacity, and to direct those appointed to take such action, as he may deem necessary, advisable, convenient or appropriate to carry out and fully perform the duties incident to the office of President.

III. AUTHORIZATION OF TRADE NAMES

RESOLVED, that the activities and operations of the Corporation may be carried on in any of the following manners or styles as may from time-to-time be deemed necessary or appropriate:

Conrad Yelvington Distributors

FURTHER RESOLVED, that the President of the Corporation may, from time to time, without further action by the Board of Directors, authorize the use of additional trade names, and to deem unauthorized any trade name previously authorized, as he may deem necessary, advisable, convenient or appropriate.

IV. MISCELLANEOUS

RESOLVED, that all actions previously taken by any Officer of the Corporation appointed hereunder in his/her capacity as such Officer be, and each of them hereby is, adopted, ratified, confirmed and approved in all respects as the authorized acts and deeds of the Corporation;

FURTHER RESOLVED, that each undersigned agrees that electronic signatures, whether digital or encrypted, of the Board of Directors are intended to authenticate this consent and to have the same force and effect as manual signatures. As used in the previous sentence, the term "electronic signatures" means any electronic sound, symbol or process attached to or logically associated with this consent and executed and adopted by a member of the Board of Directors with the intent to sign such consent, including, but not limited to, e-mail electronic signatures executed through Adobe® eSign Services; and

FURTHER RESOLVED, that this Consent, following execution by all of the members of the Board of Directors, be filed in appropriate order in the minute book of the Corporation.

Signature: Robert F. Duke
Robert F. Duke (Apr 22, 2016)

Email: rob.duke@preferredmaterials.com

Signature: John J. Keating
John J. Keating (Apr 24, 2016)

Email: jkeating@oldcastlematerials.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/9/2018

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 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 Liberty Mutual Insurance Co. National Insurance East 2000 Westwood Dr. Wausau, WI 54401 www.LibertyMutual.com	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: CMeCertProduction@LibertyMutual.com
	FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A: Liberty Mutual Fire Insurance Company INSURER B: Liberty Insurance Corporation INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Preferred Materials, Inc. (216-TAM) 5701 E. Hillsborough Avenue Tampa FL 33610	NAIC # 23035 42404

COVERAGES

CERTIFICATE NUMBER: 40299731

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Primary/Non-Contributory <input checked="" type="checkbox"/> Separation of Insured GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	TB2-C81-004095-117 XCU Coverage Included	9/1/2017	9/1/2018	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$250,000 MED EXP (Any one person) \$50,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	AS2-C81-004095-127 AS2-C81-054502-527 Physical Damage only: Comprehensive Ded \$10,000 Collision Ded \$10,000	9/1/2017 9/1/2017	9/1/2018 9/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	WA7-C8D-004095-027 All except OH, ND, WA, WY WC7-C81-004095-017 WI, MN	9/1/2017 9/1/2017	9/1/2018 9/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

RE: City of North Port # 2018-33 2018 Routine Road Maintenance Project
City of North Port, its Commissioners, officers, agents, employees and volunteers are listed as additional insured with regards to the general liability and automobile liability policies, on a primary and non-contributory basis, where required by written contract.
Waiver of subrogation is included in favor of the additional insured, where required by written contract, and where applicable by law.
30 days' Notice of Cancellation. Liberty Mutual Insurance: A Excellent Rating

CERTIFICATE HOLDER

CANCELLATION

City of North Port # 2018-33 2018 Routine Road Maintenance Project City of North Port Attn: Alla V. Skipper 4970 City Hall Suite 337 North Port FL 34286	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 Valerie Reece
--	--

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

This insurance does not apply to "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.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

SCHEDULE

Name Of Additional Insured Person(s)
Or Organization(s):

Location(s) Of Covered Operations

Any owner, lessee, or contractor for whom you have agreed in writing prior to a loss to provide liability insurance

Any location listed in such agreement

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

- A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

SCHEDULE

Name Of Additional Insured Person(s)
Or Organization(s):

Location And Description Of Completed Operations

Any owner, lessee, or contractor for whom you have agreed in writing prior to a loss to provide liability insurance

Any location listed in such agreement

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