

7409.08

**CONTRACT
(PAID BY SUBSEQUENT PURCHASE ORDERS)
BETWEEN
THE CITY OF JACKSONVILLE
AND
PREFERRED MATERIALS, INC.
FOR
CONTINUOUS ASPHALT RESURFACING IN NORTH AREA (PART A)**

THIS CONTRACT is executed as of this 2 day of Nov, 2015, by and between the CITY OF JACKSONVILLE, FLORIDA, a municipal corporation in Duval County, Florida, (hereinafter the "Owner" or the "City"), and PREFERRED MATERIALS, INC., with principal address at 4636 Scarborough Drive, Lutz, Florida 33559 (hereinafter the "Contractor"), for continuous asphalt resurfacing in the North Area (the "Project").

WITNESSETH, that for the consideration and under the provisions hereinafter stated and referred to moving from each to the other of said parties, respectively, it is mutually understood and agreed as follows:

1. That Contractor is the lowest and best responsible bidder for furnishing all labor, equipment, and materials and performing all operations necessary to mill and resurface existing roadways, construct full depth asphalt widening strips, and apply asphalt pavement to a prepared base in the North Area, and also may include furnishing all labor, equipment, and materials and performing all operations necessary to construct or reconstruct ADA ramps, remove and reconstruct existing concrete curb and gutter and driveways, perform related shoulder work, and improve and maintain existing drainage swales in the North Area, all in accordance with plans and specifications hereinafter referred to, and has been awarded this Contract for said work pursuant to award made September 3, 2015.

2. The Contractor will, at its own cost and expense, do the work required to be done on said Project and, if asked by the City, furnish the materials required to be furnished on said Project in accordance with plans and specifications prepared for the City of Jacksonville Department of Public Works entitled *Specifications for Continuous Asphalt Resurfacing North, West and Southeast Areas Duval County*, Bid Number CP-0161-15, Bid Date August 19, 2015, and strictly in accordance with the advertisement calling for bids, plans, specifications, blueprints, addenda, requirements of the City of Jacksonville, proposal of the said Contractor, and award therefor (hereinafter collectively the "Contract Documents"), now on file in the Office of the Chief of the Procurement Division of the City of Jacksonville, all of which are hereby specifically made a part hereof and incorporated herein by this reference to the same extent as if fully set out herein, for a total amount not-to-exceed FOUR MILLION AND 00/100 DOLLARS (\$4,000,000.00) for the Project, at and for the prices and on the terms contained in the Contract Documents; *provided however*, the above-stated amount will not be encumbered by this Contract. Instead, it will be encumbered in whole or in part by subsequently issued purchase orders. Such purchase orders shall be binding upon the parties hereto and must incorporate the provisions of this Contract. All funds control checking shall be made and performed at the time such purchase orders are issued.

3. On the faithful performance of this Contract by the Contractor, the Owner will pay the Contractor in accordance with the terms and on the conditions stated in the Contract Documents.

4. The period of service of this Contract will commence on the day and year first above written and continue in full force and effect until September 30, 2016, unless earlier terminated as provided in the Contract Documents.

5. This Contract may be renewed for up to two (2) periods of one (1) year each in the sole discretion of the Owner. Such renewal will be on terms and conditions that are mutually acceptable to both parties.

6. Contractor shall submit and record all payment and performance bonds in the Official Records of Duval County, as required by Section 255.05, Florida Statutes.

7. This Contract and all amendments hereto may be executed in several counterparts, each of which shall be deemed to be an original, and all of such counterparts together shall constitute one and the same instrument.

8. In the event this Contract meets the statutory threshold, Contractor has certified that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes. Pursuant to Section 287.135, F.S., Contractor agrees that Owner may terminate this Contract immediately without penalty if Contractor is found to have submitted a false certification or if Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

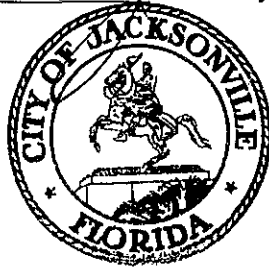
[Remainder of page intentionally left blank. Signature page follows immediately.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Contract in duplicate the day and year first above written.

ATTEST:

CITY OF JACKSONVILLE, FLORIDA

By James R. McCain, Jr.
James R. McCain, Jr.
Corporation Secretary



By Lenny Curry
Lenny Curry, Mayor

OWNER
Sam E. Mousa
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No. 2015-05

WITNESS:

PREFERRED MATERIALS, INC.

Melinda Lewis
Signature

Melinda Lewis
Type/Print Name

Assistant Secretary
Title

John W. Taylor
Signature

John W. Taylor
Type/Print Name

Vice President
Title

CONTRACTOR

Encumbrance, funding information, and approval as to form for internal City use are contained on the following page.

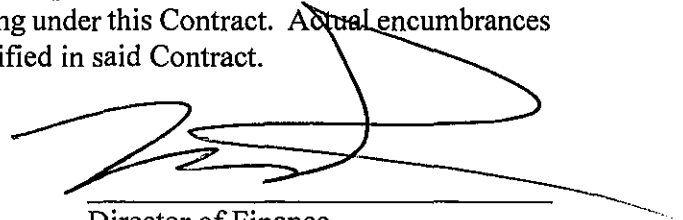
Encumbrance and funding information for internal City use:

Account.....PWCP32CRD549-06505-PW0070-01

Amount.....\$4,000,000.00

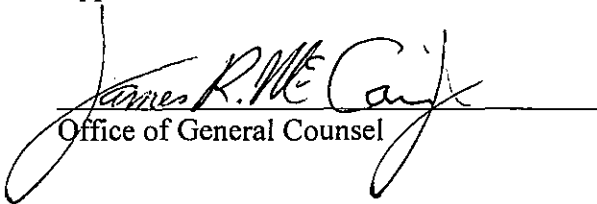
This above stated amount is the maximum fixed monetary amount of the foregoing contract. It shall not be encumbered by the foregoing contract. It shall be encumbered by one (1) or more subsequently issued Purchase Orders that must reference the foregoing Contract. All financial examinations and funds control checking will be made at the time such Purchase Orders are issued.

In accordance with Section 24.103(e), of the Ordinance Code of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing agreement; *provided however*, this certification is not nor shall it be interpreted as an encumbrance of funding under this Contract. Actual encumbrances shall be made by subsequent purchase orders as specified in said Contract.



Director of Finance
City Contract # 7954-08 *JK*

Approved as to form:



Office of General Counsel

CONTRACT NUMBER 7954-08
(Contract Number to be inserted by the City of Jacksonville)

PERFORMANCE BOND

BOND NO. 8239-59-42

REQUIRED BY SECTION 255.05, FLORIDA STATUTES

As to the Contractor/Principal:

Name: Preferred Materials, Inc.

Principal Business Address: 4636 Scarborough Drive, Lutz, Florida 33559

Telephone: 904-288-6300

As to the Surety:

Name: FEDERAL INSURANCE COMPANY

Principal Business Address: 15 MOUNTAIN VIEW ROAD, WARREN, NJ 07059

Telephone: (908) 903-2000

As to the Owner of the Property/Contracting Public Entity:

Name: The City of Jacksonville, Florida (c/o Public Works Department)

Principal Business Address: 214 North Hogan Street, Jacksonville, Florida 32202

Telephone: (904) 255-7575

Description of project including address and description of improvements: furnishing all labor, equipment, and materials, and performing all operations necessary to mill and resurface existing roadways, construct full depth asphalt widening strips, and apply asphalt pavement to a prepared base in the North Area, and also may include furnishing all labor, equipment, and materials and performing all operations necessary to construct or reconstruct ADA ramps, remove and reconstruct existing concrete curb and gutter and driveways, perform related shoulder work, improve and maintain existing drainage swales, and perform all other related work in the North Area shown on construction plans and described in the Scope of Work.

CITY OF JACKSONVILLE, FLORIDA
PERFORMANCE BOND
REQUIRED BY SECTION 255.05, FLORIDA STATUTES

KNOW ALL MEN BY THESE PRESENTS, that **PREFERRED MATERIALS, INC.**, as Principal, (hereinafter the "Contractor"), and FEDERAL INSURANCE COMPANY, a corporation organized and existing under the laws of the State of INDIANA and duly authorized to conduct and carry on a general surety business in the State of Florida, as Surety (hereinafter the "Surety"), are each held and firmly bonded unto the City of Jacksonville, a municipal corporation in Duval County, Florida, as Obligee (hereinafter the "City"), in the sum of **ONE MILLION AND 00/100 USD (\$1,000,000.00)**, lawful money of the United States of America, for the payment whereof Contractor and Surety bind themselves, their respective heirs, executors, administrators, legal representatives, successors and assigns, jointly and severally, and firmly by these presents.

WHEREAS, the Principal made and entered into City Contract Number 7954-08 *(to be inserted by the City)* (hereinafter the "Contract"), effective as of the 2 day of NOV., 2015, for furnishing all labor, equipment, and materials, and performing all operations necessary to mill and resurface existing roadways, construct full depth asphalt widening strips, and apply asphalt pavement to a prepared base in the North Area, and also may include furnishing all labor, equipment, and materials and performing all operations necessary to construct or reconstruct ADA ramps, remove and reconstruct existing concrete curb and gutter and driveways, perform related shoulder work, improve and maintain existing drainage swales, and perform all other related work in the North Area shown on construction plans and described in the Scope of Work, all in strict accordance with plans and specifications and other Contract Documents prepared for the City of Jacksonville

Department of Public Works, Bid numbered CS-0161-15, Bid Date August 19, 2015, entitled *Specifications for Continuous Asphalt Resurfacing North, West and Southeast Areas Duval County*, and any advertisement for bids for said work and the drawings, plans, and specifications for said work and requirements of the City request for bids and award therefor and of the Contract and all documents included as a part of the Contract, all of which are, by this reference, made a part hereof to the same extent as if fully set out herein.

NOW, THEREFORE, the condition of this obligation is such that if Contractor shall: **(1)** promptly and faithfully perform the construction work and other work in the time and manner prescribed in said Contract, which is made a part of this Bond by reference, in strict compliance with the Contract requirements; and **(2)** perform the guarantee and maintenance of all work and materials furnished under the Contract for the time specified in the Contract; and **(3)** pay the City all losses, delay and disruption damages, and all other damages, expenses, costs, and statutory attorney's fees, including those incurred in appellate proceedings, that the City sustains because of a default by Contractor under the Contract, then this Bond shall be void; otherwise, it shall remain in full force and effect, both in equity and in law, in accordance with the laws and statutes of the State of Florida.

PROVIDED, that the Surety hereby waives notice of any alteration or extension of time made by the City, and any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this Bond.

PROVIDED FURTHER, that whenever Contractor shall be declared by the City to be in default under the Contract, the City having performed the City's obligations thereunder, the Surety shall, at the City's sole option, take one (1) of the following actions:

- (1) Within a reasonable time, but in no event later than thirty (30) days after the City's written notice of termination for default, arrange for Contractor with the City's consent, which shall not be unreasonably withheld, to complete the Contract and the Surety shall pay the City all losses, delay and disruption damages, and all other damages, expenses, costs, and statutory attorney's fees, including those incurred in appellate proceedings, that the City sustains because of a default by the Contractor under the Contract; or
- (2) (A) Within a reasonable time, but in no event later than sixty (60) days after the City's written notice of termination for default, award a contract to a completion contractor and issue a notice to proceed. Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions and, upon determination by Surety of the lowest responsible, qualified bidder, award a contract;

(B) alternatively, the City may elect to have the Surety determine jointly with the City the lowest responsible, qualified bidder, to have the Surety arrange for a contract between such bidder and the City, and for the Surety to make available as Work progresses sufficient funds to pay the cost of completion less the balance of the Contract price (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph). The term "balance of the Contract price" as used in this Bond shall mean the total amount payable by the City to Contractor under the Contract and any approved change orders thereto, less the amount properly paid by the City to Contractor.

C) either way, the Surety shall pay the City all remaining losses, delay and disruption

damages, expenses, costs, and statutory attorney's fees, including those incurred in appellate proceedings, that the City sustains because of a default by Contractor under the Contract; or

- (3) Within a reasonable time, but in no event later than thirty (30) days after City's notice of termination for default, waive its right to complete or arrange for completion of the Contract and, within twenty-one (21) days thereafter, determine the amount for which it may be liable to the City and tender payment to the City of any amount necessary in order for the City to complete performance of the Contract in accordance with its terms and conditions less the balance of the Contract price, and shall also indemnify and save the City harmless on account of all claims and damages arising from the Contractor's default under the Contract, and pay the City for all losses, delay and disruption damages, and other damages, expenses, costs, and statutory attorney's fees, including those incurred in appellate proceedings, that the City sustains because of a default of the Contractor under the Contract.

PROVIDED FURTHER, the Surety shall indemnify and save the City harmless from any and all claims and damages arising from the Contractor's default under the Contract, including but not limited to contractual damages, expenses, costs, injury, negligent default, intentional default, patent infringement, and actual damages (including delay and disruption damages) in accordance with the Contract, and including all other damages and assessments which may arise by virtue of failure of the product to perform or any defects in work or materials within a period of one (1) year from the date on which the Contractor receives from the City a certificate of final completion under the Contract.

PROVIDED FURTHER, that during any interim period after the City has declared Contractor to be in default but Surety has not yet remedied the default in the manner acceptable to the City, Surety shall be responsible for securing and protecting the work site, including but not limited to the physical premises, structures, fixtures, materials, and equipment, and shall be responsible for securing and protecting materials and equipment stored off-site in accordance with the Contract.

PROVIDED FURTHER, no right of action shall accrue on this Bond to or for the use of any person or corporation other than the City named herein or the heirs, executors, administrators, or successors of the City.

[Remainder of page intentionally left blank. Signature page follows immediately.]

SIGNED AND SEALED this 2 day of NOV, 2015.

ATTEST:

PREFERRED MATERIALS, INC.

Melinda Lewis
Signature

Melinda Lewis
Type/Print Name

Asst. Secretary
Title

John W. Taylor
Signature

John W. Taylor
Type/Print Name

Vice President
Title
AS PRINCIPAL

Signed, Sealed and Delivered
in the Presence of:

Lisa Hall
LISA HALL, WITNESS

FEDERAL INSURANCE COMPANY

By Tina Davis
Its ATTORNEY-IN-FACT

AS SURETY

Name of Agent: TINA DAVIS

Address: 15 W. SOUTH TEMPLE, STE. 700

SALT LAKE CITY, UT 84101

Note. Date of Bond Must Not Be Prior to Date of Contract

Form Approved:

James R. McCain
Office of General Counsel

CONTRACT NUMBER 7954-08
(Contract Number to be inserted by the City of Jacksonville)

PAYMENT BOND

BOND NO. 8239-59-42

REQUIRED BY SECTION 255.05, FLORIDA STATUTES

As to the Contractor/Principal:

Name: Preferred Materials, Inc.

Principal Business Address: 4636 Scarborough Drive, Lutz, Florida 33559

Telephone: _____

As to the Surety:

Name: FEDERAL INSURANCE COMPANY

Principal Business Address: 15 MOUNTAIN VIEW ROAD, WARREN, NJ 07059

Telephone: (908) 903-2000

As to the Owner of the Property/Contracting Public Entity:

Name: The City of Jacksonville, Florida (c/o Public Works Department)

Principal Business Address: 214 North Hogan Street, Jacksonville, Florida 32202

Telephone: (904) 255-7575

Description of project including address and description of improvements: furnishing all labor, equipment, and materials, and performing all operations necessary to mill and resurface existing roadways, construct full depth asphalt widening strips, and apply asphalt pavement to a prepared base in the North Area, and also may include furnishing all labor, equipment, and materials and performing all operations necessary to construct or reconstruct ADA ramps, remove and reconstruct existing concrete curb and gutter and driveways, perform related shoulder work, improve and maintain existing drainage swales, and perform all other related work in the North Area shown on construction plans and described in the Scope of Work.

CITY OF JACKSONVILLE, FLORIDA
PAYMENT BOND
REQUIRED BY SECTION 255.05, FLORIDA STATUTES

KNOW ALL MEN BY THESE PRESENTS, that **PREFERRED MATERIALS, INC.**, as Principal (hereinafter the "Contractor"), and FEDERAL INSURANCE COMPANY, a corporation organized and existing under the laws of the State of INDIANA and duly authorized to conduct and carry on a general surety business in the State of Florida, as Surety (hereinafter the "Surety"), are each held and firmly bonded unto the City of Jacksonville, a municipal corporation in Duval County, Florida, as Obligee (hereinafter the "City"), in the sum of **ONE MILLION AND 00/100 USD (\$1,000,000.00)**, lawful money of the United States of America, for the payment whereof Contractor and Surety bind themselves, their respective heirs, executors, administrators, legal representatives, successors and assigns, jointly and severally, and firmly by these presents.

WHEREAS, the Principal made and entered into City Contract Number 1954-08 (*to be inserted by the City*) (the "Contract"), effective as of the 2 day of NOV, 2015, for furnishing all labor, equipment, and materials, and performing all operations necessary to mill and resurface existing roadways, construct full depth asphalt widening strips, and apply asphalt pavement to a prepared base in the North Area, and also may include furnishing all labor, equipment, and materials and performing all operations necessary to construct or reconstruct ADA ramps, remove and reconstruct existing concrete curb and gutter and driveways, perform related shoulder work, improve and maintain existing drainage swales, and perform all other related work in the North Area shown on construction plans and described in the Scope of Work, all in strict accordance with plans

and specifications and other Contract Documents prepared for the City of Jacksonville Department of Public Works, Bid numbered CS-0161-15, Bid Date August 19, 2015, entitled *Specifications for Continuous Asphalt Resurfacing North, West and Southeast Areas Duval County*, and any advertisement for bids for said work and the drawings, plans, and specifications for said work and requirements of the City request for bids and award therefor and of the Contract and all documents included as a part of the Contract, all of which are by this reference made a part hereof to the same extent as if fully set out herein.

NOW, THEREFORE, the condition of this Bond is such that if the said Principal:

(1) Promptly makes payments to all claimants, as defined in Sections 255.05 and 713.01, Florida Statutes, supplying Principal with labor, materials, or supplies that are consumed or used directly or indirectly by Principal in connection with the prosecution of the work provided for in such Contract and including all insurance premiums on the work, and including any authorized extensions or modifications of such Contract; and

(2) Defends, indemnifies, and saves the City harmless from claims, demands, liens, or suits by any person or entity whose claim, demand, lien, or suit is for the payment of labor, materials, or equipment furnished for use in the performance of the Contract, provided the City has promptly notified the Principal and Surety of any claims, demands, liens, or suits and provided there is no failure by the City to pay the Principal as required by the Contract; and

(3) Pays the City all losses, damages, expenses, costs, and attorney's fees, including those incurred in appellate proceedings, that the City sustains because of the Principal's failure to promptly make payments to all claimants as provided above, then this Bond is void; otherwise, it remains in full force and effect, both in equity and in law, in accordance with the statutes and the laws of the

State of Florida and, specifically, Section 255.05, Florida Statutes.

PROVIDED, no suit or action for labor, materials, or supplies shall be instituted hereunder against the Principal or the Surety unless a claimant provides to each of them both of the proper notices in accordance with the requirements of Section 255.05(2)(a), Florida Statutes. Both notices must be given in order to institute such suit or action.

PROVIDED FURTHER, an action, except for an action exclusively for recovery of retainage, must be instituted against the Principal or Surety on this Payment Bond within one (1) year after the performance of the labor or completion of delivery of the materials or supplies in accordance with the requirements of Section 255.05(2)(a), Florida Statutes.

PROVIDED FURTHER, an action exclusively for the recovery of retainage must be instituted against the Principal or Surety within one (1) year after the performance of the labor or completion of delivery of the materials or supplies, or within ninety (90) days after the Principal's receipt of final payment (or the payment estimate containing Owner's final reconciliation of quantities, if no further payment is earned and due as a result of deductive adjustments) by the Principal or Surety, whichever comes last, in accordance with the requirements of Section 255.05(2)(a), Florida Statutes.

PROVIDED FURTHER, that the said Surety hereby stipulates and agrees that no change, extension of time, alteration or addition of the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

SIGNED AND SEALED this 2 day of NOV, 2015.

WITNESS:

Melinda Lewis
Signature

Melinda Lewis
Type/Print Name

Asst. Secretary
Title

PREFERRED MATERIALS, INC.

John W. Taylor
Signature

John W. Taylor
Type/Print Name

Vice President
Title

AS PRINCIPAL

Signed, Sealed and Delivered
in the Presence of:

Lisa Hall
LISA HALL, WITNESS

FEDERAL INSURANCE COMPANY

By: Tina Davis
Its ATTORNEY-IN-FACT

AS SURETY

Name of Agent: TINA DAVIS

Address: 15 W. SOUTH TEMPLE, STE. 700
SALT LAKE CITY, UT 84101

Form Approved:


James R. McCaig
Office of General Counsel

Note. Date of Bond Must Not Be Prior to Date of Contract

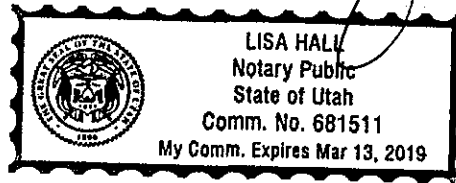
SURETY ACKNOWLEDGMENT

STATE OF UTAH }
COUNTY OF SALT LAKE }**SS**

On this 6TH day of OCTOBER, 2015, before me personally came TINA DAVIS to me known, who, being by me duly sworn, did depose and say that she is an Attorney-In-Fact of FEDERAL INSURANCE COMPANY the corporation described in and which executed the within instrument; that she knows the corporate seal of said corporation, that the seal affixed to the within instrument is such corporate seal, and that she signed the said instrument and affixed the said seal as Attorney-In-Fact of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.



Notary Public





**Chubb
Surety**

**POWER
OF
ATTORNEY**

**Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company**

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

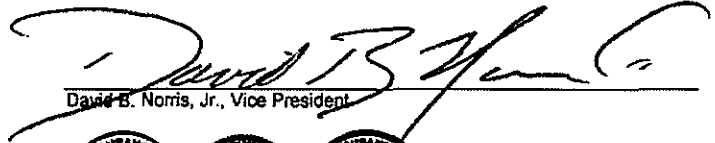
Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Tina Davis, Lisa Hall, Linda Lee Nipper and Lindsey Plattner of Salt Lake 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 **16th** day of **October, 2014**.



Dawn M. Chloros, Assistant Secretary



David B. Norris, Jr., Vice President



STATE OF NEW JERSEY

ss.

County of Somerset

On this **16th** day of **October, 2014** 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. 2316885
Commission Expires July 16, 2019**



Notary Public

CERTIFICATION

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

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

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 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 American Samoa, Guam, Puerto Rico, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) 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 **OCTOBER 6, 2015**





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 ADDRESS LISTED ABOVE, OR BY Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

Certificate of Insurance

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON YOU THE CERTIFICATE HOLDER. THIS CERTIFICATE IS NOT AN INSURANCE POLICY AND DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW. POLICY LIMITS ARE NO LESS THAN THOSE LISTED, ALTHOUGH POLICIES MAY INCLUDE ADDITIONAL SUBLIMIT/LIMITS NOT LISTED BELOW.

This is to Certify that

Preferred Materials, Inc.
11482 Columbia Park Dr. W, Suite 3
Jacksonville, FL 32258

NAME AND
ADDRESS
OF INSURED



Liberty Mutual
INSURANCE

is, at the issue date of this certificate, insured by the Company under the policy(ies) listed below. The insurance afforded by the listed policy(ies) is subject to all their terms, exclusions and Conditions and is not altered by any requirement, term or condition of any contract or other document with respect to which this certificate may be issued.

TYPE OF POLICY	EXP DATE		POLICY NUMBER	LIMIT OF LIABILITY															
	<input type="checkbox"/> CONTINUOUS	<input type="checkbox"/> EXTENDED				<input checked="" type="checkbox"/> POLICY TERM													
WORKERS COMPENSATION	9/1/2016		WA7-C8D-004095-025 WC7-C81-004095-015	COVERAGE AFFORDED UNDER WC LAW OF THE FOLLOWING STATES: -025: All States except OH, ND, WA, WY -015: WI	<table border="1"> <tr><th colspan="2">EMPLOYERS LIABILITY</th></tr> <tr><td>Bodily Injury by Accident</td><td>\$1,000,000 Each Accident</td></tr> <tr><td>Bodily Injury By Disease</td><td>\$1,000,000 Policy Limit</td></tr> <tr><td>Bodily Injury By Disease</td><td>\$1,000,000 Each Person</td></tr> </table>	EMPLOYERS LIABILITY		Bodily Injury by Accident	\$1,000,000 Each Accident	Bodily Injury By Disease	\$1,000,000 Policy Limit	Bodily Injury By Disease	\$1,000,000 Each Person						
EMPLOYERS LIABILITY																			
Bodily Injury by Accident	\$1,000,000 Each Accident																		
Bodily Injury By Disease	\$1,000,000 Policy Limit																		
Bodily Injury By Disease	\$1,000,000 Each Person																		
COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> OCCURRENCE <input type="checkbox"/> CLAIMS MADE	9/1/2016		TB2-C81-004095-115 -Per Project Aggregate included.	<table border="1"> <tr><td>General Aggregate</td><td>\$2,000,000</td></tr> <tr><td>Products / Completed Operations Aggregate</td><td>\$2,000,000</td></tr> <tr><td>Each Occurrence</td><td>\$2,000,000</td></tr> <tr><td>Personal & Advertising Injury</td><td>\$2,000,000 Per Person / Organization</td></tr> <tr><td>Other Damage to Premises Rented to You: \$250,000</td><td>Other Medical Exp: \$5,000</td></tr> </table>	General Aggregate	\$2,000,000	Products / Completed Operations Aggregate	\$2,000,000	Each Occurrence	\$2,000,000	Personal & Advertising Injury	\$2,000,000 Per Person / Organization	Other Damage to Premises Rented to You: \$250,000	Other Medical Exp: \$5,000	<table border="1"> <tr><td colspan="2">RETRO DATE</td></tr> <tr><td> </td><td> </td></tr> </table>	RETRO DATE			
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AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> OWNED <input checked="" type="checkbox"/> NON-OWNED <input checked="" type="checkbox"/> HIRED	9/1/2016		AS2-C81-004095-125	<table border="1"> <tr><td colspan="2">\$2,000,000 Each Accident—Single Limit B.I. And P.D. Combined</td></tr> <tr><td colspan="2">Each Person</td></tr> <tr><td colspan="2">Each Accident or Occurrence</td></tr> <tr><td colspan="2">Each Accident or Occurrence</td></tr> </table>	\$2,000,000 Each Accident—Single Limit B.I. And P.D. Combined		Each Person		Each Accident or Occurrence		Each Accident or Occurrence								
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Each Accident or Occurrence																			
OTHER Automobile policy	9/1/2015 - 9/1/2016		AS2-C81-054502-525	Physical Damage only -\$10,000 Comp -\$10,000 Coll															

ADDITIONAL COMMENTS

City of Jacksonville is listed as additional insured.
Contract No.: City of Jacksonville Annual Resurfacing North Area

* If the certificate expiration date is continuous or extended term, you will be notified if coverage is terminated or reduced before the certificate expiration date.

NOTICE OF CANCELLATION: (NOT APPLICABLE UNLESS A NUMBER OF DAYS IS ENTERED BELOW.) BEFORE THE STATED EXPIRATION DATE THE COMPANY WILL NOT CANCEL OR REDUCE THE INSURANCE AFFORDED UNDER THE ABOVE POLICIES UNTIL AT LEAST 30 DAYS NOTICE OF SUCH CANCELLATION HAS BEEN MAILED TO:

Liberty Mutual Insurance Group

Certificate Holder
City of Jacksonville
220 E. Bay St.
Jacksonville, FL 32258

Stanley S. Esposito, Jr.
Stan Esposito
AUTHORIZED REPRESENTATIVE
Pittsburgh / 0387
12 Federal Street, Ste. 310
Pittsburgh PA 15212-5706 412-231-1331 10-12-15
OFFICE PHONE DATE ISSUED

This certificate is executed by LIBERTY MUTUAL INSURANCE GROUP as respects such insurance as is afforded by those Companies NM 772 07-10

SUBJECT: CONTINUOUS ASPHALT RESURFACING, NORTH, WEST AND SOUTHEAST

BID# CP-0161-15

OPEN DATE: 2015-08-19

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT:

CONSTRUCTION PARTICIPATION- FROM DATE OF CONTRACT EXECUTION THROUGH SEPTEMBER 30, 2016, WITH TWO (2) ONE (1) YEAR RENEWAL OPTIONS

AGENCY: ROW & GROUNDS

BASIS OF AWARD: LOWEST RESPONSIVE, RESPONSIBLE BIDDER FOR EACH AREA- NO CONTRACTOR SHALL HAVE MORE THAN TWO AREAS

NUMBER OF BIDS INVITED 3 NUMBER RECEIVED 3 OTHER 0

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:

Recommend approval of award to the following vendors for each area awarded: North (Part A) and Southeast (Part C) Areas - Preferred Materials, Inc. in the amount of \$4,000,000.00 for each area, and West Area (Part B) - Hubbard Construction Company in the amount of \$4,000,000.00. Total award amount not-to-exceed \$12,000,000.00. Period of Service will be from contract execution through September 30, 2016, with two (2) one (1) year renewal options.

Funding for this award to be encumbered by account: PWCP32CRD549-06505-PW0070-01 to be executed by formal contract through Office of General Counsel and processed by individual Purchase Order(s).

This award is subject to appropriation by the City in the fiscal year beginning October 1, 2015. No funds have been appropriated to date. The City has no obligation for payment and work hereunder is not authorized unless funds are appropriated for work herein. A written notification will be provided in the event the funds are appropriated.

Attachments: Recommendation Memo, Bid Tabulation Sheet, JSEB Letter, Basis of Award, Scope of Work

BUYER: Marilyn Laidler
MARILYN LAIDLER

RESPECTFULLY SUBMITTED: Gregory Pease
GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: Steve D. Long, Jr., P.E., Chief, Right of Way and Stormwater Maintenance Division

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)

ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 3 MEMBERS DISAPPROVING _____ DATE: 09/03/15

[Signature]

OTHER: _____

[Signature]

ACTION OF AWARDDING AUTHORITY

DATE: 9/03/15

APPROVED [check]

DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION Sam E. Mousa

Sam E. Mousa
FORM GB-108, Revised 12/2007
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No. 2015-05

Certificate of Insurance

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON YOU THE CERTIFICATE HOLDER. THIS CERTIFICATE IS NOT AN INSURANCE POLICY AND DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW. POLICY LIMITS ARE NO LESS THAN THOSE LISTED. ALTHOUGH POLICIES MAY INCLUDE ADDITIONAL SUBLIMIT/LIMITS NOT LISTED BELOW.

This is to Certify that

Preferred Materials, Inc.
11482 Columbia Park Dr. W, Suite 3
Jacksonville, FL 32258

NAME AND
ADDRESS
OF INSURED



Liberty Mutual.
INSURANCE

is, at the issue date of this certificate, insured by the Company under the policy(ies) listed below. The insurance afforded by the listed policy(ies) is subject to all their terms, exclusions and Conditions and is not altered by any requirement, term or condition of any contract or other document with respect to which this certificate may be issued.

TYPE OF POLICY	EXP DATE		POLICY NUMBER	LIMIT OF LIABILITY	
	<input type="checkbox"/> CONTINUOUS	<input type="checkbox"/> EXTENDED			
WORKERS COMPENSATION	<input checked="" type="checkbox"/> POLICY TERM		WA7-C8D-004095-025 WC7-C81-004095-015	COVERAGE AFFORDED UNDER WC LAW OF THE FOLLOWING STATES: -025: All States except OH, ND, WA, WY -015: WI	
	9/1/2016			EMPLOYERS LIABILITY Bodily Injury by Accident \$1,000,000 Each Accident Bodily Injury By Disease \$1,000,000 Policy Limit Bodily Injury By Disease \$1,000,000 Each Person	
COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> OCCURRENCE <input type="checkbox"/> CLAIMS MADE	9/1/2016		TB2-C81-004095-115 -Per Project Aggregate included.	General Aggregate \$2,000,000	
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		RETRO DATE	Other Damage to Premises Rented to You: \$250,000		Other Medical Exp: \$5,000
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